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CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
TUESDAY OCTOBER 21, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
 - 1. Citizen Comment Period.
 - 2. A Certificate of Recognition of Polonia Sport Club.
- C. Approval of Minutes: Regular Common Council Meeting of October 7, 2025.
- D. Hearings.
- E. Organizational. Mayoral Commission Appointment: James Paradinovich, 7432 Carter Circle N., Ald. Dist. 5 - Community Development Authority, 4 year unexpired term expiring 04/30/27.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Resolution Authorizing the Installation of a Fence Within the 20-foot Sanitary Sewer Easement Upon Parcel 2 of Certified Survey Map No. 3343 located in a part of the Northwest 1/4 Section 10, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (7401 S. 68th Street, TKN 756-9995-005) (Robert Griffiths, Applicant).
 - 2. A Resolution Authorizing certain officials to execute a Development Agreement for Public Infrastructure Improvements with O'Reilly Automotive Stores (7251 S. 27th Street, TKN 761-9956-001).
 - 3. A Resolution to Authorize Acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from O'Reilly Automotive Stores (7251 S. 27th Street, TKN 761-9956-001).
 - 4. A Resolution Imposing Conditions and Restrictions for the approval of a Special Use for a Multi-Family Condominium development use upon property located at 11590 W. Meadowview Drive (Daniel Szczap, Bear Development, LLC, Applicant) (Loomis & Ryan, Inc., Property Owner).
 - 5. A Resolution Conditionally Approving a Condominium Plat for Lot 81, a condominium at 11590 W. Meadowview Drive (Daniel Szczap, Bear Development, LLC, Applicant) (Loomis & Ryan, Inc., Property Owner).

6. An Ordinance to amend Section 15-3.0447 of the Franklin Unified Development Ordinance Planned Development District No. 42 (Poths General) to amend Uses, Density, Development Standards, Exhibits, and Conditions of Approval (approximately 7154 S. 76th Street).
7. Franklin Farmer's Market presentation.
8. A Resolution Authorizing the Franklin Police Chief to accept the FY25 Community Policing Development: Supporting Agencies Seeking Accreditation Grant Contract and approval of the Accreditation Coordinator Job Description.
9. Review of City Purchasing Card Program.
10. Approval of 2026 Employee Benefit-Related Insurance Coverages.
11. Potential Second Amendment to Tax Incremental District No. 8 Development Agreement between the City of Franklin and Oakwood Industrial LLC, for the property at 3617 W. Oakwood Road bearing TKN 950-9001-000 and 10651 S. Hickory Street bearing TKN 950-9002-000. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Potential Second Amendment to Tax Incremental District No. 8 Development Agreement between the City of Franklin and Oakwood Industrial LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
12. *Waste Management of Wisconsin, Inc. v. City of Franklin*, Milwaukee County Circuit Court Case No. 2025-CV-000489 and Corresponding 2024 Assessment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel 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.
13. Potential Tax Incremental District 11 [creation thereof in process] Development Agreement Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development to be named Poth's General, and to affect such development(s), including the terms and provisions of said development agreement. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of October 21, 2025.

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

J. Adjournment.

Common Council Meeting Agenda
October 21, 2025
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*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:

October 23	Plan Commission	6:00 p.m.
November 4	Common Council	6:30 p.m.
November 6	Plan Commission	6:00 p.m.
November 11	Special Common Council	6:30 p.m.
November 18	Common Council	6:30 p.m.
November 20	Plan Commission	6:00 p.m.
November 27 & 28	City Hall Closed-Thanksgiving	

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City of Franklin
Certificate

CERTIFICATE OF RECOGNITION

AWARDED TO

POLONIA SPORT CLUB

IN HONOR OF THE 75TH ANNIVERSARY

This Certificate of Recognition is Awarded to Polonia Sport Club, of Franklin, Wisconsin, on celebrating 75 years of both Wisconsin Soccer and Milwaukee Polish Communities. Polonia first purchased their 23 acres of land in Franklin in 1978. Their ongoing Commitment and Dedication to the Community includes youth Soccer Programs, Adult Soccer Tournaments, Picnics, Festivals and Religious Events.

Polonia Sport Club draws both Soccer and Polish Cultural Enthusiasts from near and far. We truly appreciate the friendship that has been created and the organization's commitment to youth and adult sport recreation here in Franklin.

Presented to the City of Franklin Common Council this 21st day of October 2025.




John R. Nelson, Mayor

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 7, 2025
MINUTES

ROLL CALL	A.	The regular meeting of the Franklin Common Council was held on October 7, 2025, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.
CITIZEN COMMENT	B.	Citizen comment period was opened at 6:31 p.m. and was closed at 6:34 p.m.
MINUTES SEPTEMBER 16, 2025	C.1.	Alderman Hasan moved to approve the minutes of the Common Council meeting of September 16, 2025, as presented. Seconded by Alderman Craig. All voted Aye; motion carried.
MINUTES SEPTEMBER 25, 2025	C.2.	Alderman Hasan moved to approve the minutes of the Special Common Council meeting of September 25, 2025, as presented. Seconded by Alderman Salous. All voted Aye; motion carried.
MAYORAL APPOINTMENTS	E.	Alderman Hasan moved to confirm the following Mayoral Appointments: 1. Matt Cool, 8820 S. 68th St., Ald. Dist. 1 – Community Development Authority, 4 year unexpired term expiring 08/30/29. 2. Danelle Kenney, 12302 W. Loomis Ct., Ald. Dist. 6 – Personnel Committee, 3 year unexpired term expiring 04/30/26. 3. Hamza Zuberi, 8550 W. Hawthorne Ln., Ald. Dist. 6 – Personnel Committee, 3 year unexpired term expiring 04/30/26. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
CONSENT AGENDA	G.1.	Alderwoman Day moved to approve the following consent agenda items:
RES. NO. 2025-8384 PUBLIC HEALTH IMMUNIZATION GRANT CONTRACT	G.1.(a)	Adopt Resolution No. 2025-8384, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT THE 2025-2026 DIVISION OF PUBLIC HEALTH IMMUNIZATION GRANT CONTRACT; and
RES. NO. 2025-8385	G.1.(b)	Adopt Resolution No. 2025-8385, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND

DIVISION OF PUBLIC
HEALTH CONTRACT

HUMAN SERVICES TO ACCEPT THE 2025-2026 DIVISION
OF PUBLIC HEALTH CONSOLIDATED CONTRACT; and

FRANKLIN HIGH
SCHOOL INTERNSHIP

- G.1.(c) Approve the Director of Health and Human Services to sign the Franklin High School Community Internship Agreement to host a volunteer student intern during the 2025-2026 school year.

Approval of the Consent Agenda items was seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.

RES. NO. 2025-8386
DEFERMENT OF
SPECIAL ASSESSMENT-
W HERDA PL & S
PHYLLIS LN

- G.2. Alderman Salous moved to adopt Resolution No. 2025-8386, A RESOLUTION AUTHORIZING DEFERMENT OF SPECIAL ASSESSMENT FOR INSTALLATION OF A WATER MAIN ON THE EAST FRONTAGE ROAD OF SOUTH LOVES LANE FROM A POINT OF CONNECTION AT THE INTERSECTION OF WEST HERDA PLACE TO A POINT OF CONNECTION AT THE INTERSECTION OF SOUTH PHYLLIS LANE. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

ENGINEERING
DEPARTMENT UPDATE

- G.3. This report is for informational purposes only. No formal action is required at this time. Alderman Hasan made a motion to place on file. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

2026 FRANKLIN CIVIC
CELEBRATIONS EVENT
SPENDING AUTHORITY

- G.4. Alderwoman Eichmann moved to allow John Bergner to execute contracts and agreements for the 2026 Franklin Civic Celebration three day event with the fireworks amount to be reduced to \$30,000 and to bring back to council for review, if needed. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. NO. 2025-2701
AMEND THE UNIFIED
DEVELOPMENT TEXT

- G.5. Alderman Peccarelli moved to adopt Ordinance No. 2025-2701, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT ART. 2 ESTABLISHMENT OF DISTRICTS, ART. 3 DISTRICT SPECIFIC STANDARDS, ART. 4 USE-SPECIFIC STANDARDS, ART. 5 GENERAL DEVELOPMENT STANDARDS, ART. 6 SIGN STANDARDS, ART. 7 NATURAL RESOURCE PROTECTION STANDARDS, ART. 8 SUBDIVISION STANDARDS AND ART. 9 ADMINISTRATIVE STANDARDS AND PROCEDURES, with additional changes as discussed. Seconded by Alderman Craig. All voted Aye; motion carried.

ORD. NO. 2025-2702
AMEND MUNICIPAL
CODE-KEEPING OF
VICIOUS OR BARKING
DOGS

- G.6. Alderman Hasan moved to adopt Ordinance No. 2025-2702, AN ORDINANCE TO AMEND § 80-9(B) OF THE MUNICIPAL CODE, "KEEPING OF VICIOUS OR BARKING DOGS" TO INCLUDE PRIVATE PROPERTY REGULATION AND TERMS

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

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| FEMA ASSISTANCE FOR
FIREFIGHTERS GRANT | G.7. | Alderwoman Eichmann moved to approve the fire department to apply, accept, and spend a Federal Emergency Management Administration (FEMA) Assistance for Firefighters (AFG) Grant in the amount of \$67,762.45 with a required local match of \$6,160.23 to incorporate yearly department physicals and purchase new health and wellness equipment at the City's three fire stations. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| ORD. NO. 2025-2703
AMEND ORD. 2025-2649
EQUIPMENT REPAIRS
FIRE DEPARTMENT | G.8. | Alderman Hasan moved to adopt Ordinance No. 2025-2703, AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE FIRE DEPARTMENT GRANTS FUND TO PROVIDE ADDITIONAL APPROPRIATIONS TO THE SUPPORT THE NECESSARY EQUIPMENT REPAIRS NEEDED OR THE FIRE DEPARTMENT. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried. |
| RES. NO. 2025-8387
KELMANN
RESTORATION
CONTRACT FIRE
STATION #1 | G.9. | Alderman Craig moved to adopt Resolution No. 2025-8387, A RESOLUTION FOR EMERGENCY AUTHORIZATION TO CONTRACT WITH KELMANN RESTORATION FOR THE REMEDIATION OF MOLD AT FIRE STATION #1 IN THE CITY OF FRANKLIN IN LIEU OF THE PUBLIC BID PROCESS WITH A NOT-TO-EXCEED AMOUNT OF \$28,753. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| ORD. NO. 2025-2704
MUNICIPAL CODE
AMENDMENT
ST. MARTINS FAIR | G.10. | Alderwoman Eichmann moved to adopt Ordinance No. 2025-2704, AN ORDINANCE TO AMEND §169-1 OF THE MUNICIPAL CODE AS IT PERTAINS TO DUE DATES FOR LICENSE FEE PAYMENTS AND LICENSE FEES FOR TRANSIENT MERCHANTS FOR THE ST. MARTINS FAIR. Seconded by Alderman Craig. All voted Aye; motion carried. |
| ORD. NO. 2025-2705
AMEND THE
MUNICIPAL CODE TO
CREATE AMUSEMENTS
ARCADES | G.11. | Alderwoman Eichmann moved to adopt Ordinance No. 2025-2705, AN ORDINANCE TO AMEND CHAPTER 121 ENTERTAINMENT AND AMUSEMENTS, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, TO CREATE ARTICLE III AMUSEMENTS ARCADES. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RETIREE HEALTH
INSURANCE
ELIGIBILITY CHANGE | G.12. | Alderwoman Eichmann moved to amend the Employee Handbook to change retiree health insurance eligibility for non-represented full-time employees (excluding Fire and Police Command Staff, Police Sergeants, and Public Works employees) to require 15 years |

of credited City service, with a minimum retirement age of 62; to update the Public Works/Sewer & Water provision to 15 years of credited service at age 60; to make these changes effective January 1, 2026; and to direct Human Resources and Finance to implement necessary updates. Seconded by Alderman Hasan. All voted Aye; motion carried.

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|---|-------|--|
| ELIMINATION OF GOOD FRIDAY HOLIDAY/ADDITION OF PERSONAL HOLIDAY | G.13. | Alderman Craig moved to amend the Employee Handbook and Civil Service Manual to eliminate Good Friday as a legal holiday for non-represented employees and to provide five (5) personal holidays for benefited non-represented new hires (pro-rated in the hire year), maintaining a total of 14 paid holidays annually; to make these changes effective January 1, 2026; and to direct Human Resources to update and communicate the changes accordingly. Seconded by Alderman Salous. All voted Aye; motion carried. |
| 2024 COMPREHENSIVE FINANCIAL REPORT | G.14. | Alderman Day moved to accept and place on file the 2024 Annual Comprehensive Financial Report for the City of Franklin. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| 2026 MAYOR'S RECOMMENDED BUDGET CHANGES | G.15. | Alderman Day moved to amend the 2026 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed above and be included in the Proposed 2026 City of Franklin Budget for the Public Hearing Scheduled for November 11, 2025. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried. |
| DEPARTMENT OF TRANSPORTATION SAFETY PLAN MEMORANDUM | G.16. | Alderman Hasan moved to approve the Memorandum of Understanding with the Milwaukee County Department of Transportation Safety Plan and authorize the Director of Administration to execute the agreement on behalf of the City. Seconded by Alderman Eichmann. All voted Aye; motion carried. |
| <p>Mayor Nelson called a recess at 8:01 p.m.
Mayor Nelson reconvened at 8:10 p.m.</p> | | |
| CLOSED SESSION POTENTIAL COMMERCIAL/RESIDENTIAL DEVELOPMENT AT W. LOOMIS RD, W. ST. MARTINS RD, W. PUETZ RD, W. BREWOOD PARK DR | G.17. | Alderman Hasan moved to enter closed session at 9:45 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing/residential development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the property(ies) at 9661, 9745, 9821 W. Loomis Road, 9710, 9760, 9824 W. St. Martins Road, 9530 W. Puetz Road, 9355 W. Brenwood Park |

Drive and other properties surrounding the intersection of St. Martins and Loomis Roads, 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 10:46 p.m., Alderman Salous moved to table indefinitely and to bring back at the call of the chair. Seconded by Alderwoman Day. All voted Aye; motion carried.

CLOSED SESSION
REQUEST TO ADJUST
GUARANTEED
ASSESSED VALUE
SCHEDULE (2025-2040)

G.18

Alderman Hasan moved to enter closed session at 10:47 p.m. pursuant to Wis. Stat. §19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a TID 8 Developer Request to Adjust Guaranteed Assessed Value Schedule (2025-2040) To Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, and the investing of public funds and governmental actions in relation thereto, 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 10:54 p.m., Alderman Craig moved to proceed as discussed in closed session. Seconded by Alderwoman Day. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H.

Alderman Craig moved to approve the following licenses of the License Committee Meeting of October 7, 2025.

Grant New 2025-26 Operator License to: Clair Almquist, Ryan Daehn, Madelynn Moore & Myah Pearson; and
Grant Class A Combination Change of Agent to Walgreens #05459, Walgreen Co, Spencer Peck, 9909 W Loomis Rd.

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

VOUCHERS AND
PAYROLL

I.

Alderman Hasan moved to approve City vouchers with an ending date of October 2, 2025 in the amount of \$1,665,988.64, and payroll dated September 19, 2025 in the amount of \$483,190.96 and payments of the various payroll deductions in the amount of \$530,932.28 plus City matching payments, and estimated payroll dated October 3, 2025 in the amount of \$467,263.14 and payments of the various payroll deductions in the amount of \$267,046.12, plus City matching payments, and estimated payroll dated October 17, 2025 in the amount of \$473,000 and payments of the various payroll deductions in the amount of \$276,000 plus city matching payments.

Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Hasan moved to adjourn the meeting of the Common Council at 10:56 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 10-21-25
ORGANIZATIONAL BUSINESS	Mayoral Board and Commission Appointment	ITEM NUMBER E.

James Paradinovich, 7432 Carter Circle N., Ald. Dist. 5-Community Development Authority, 4 year unexpired term expiring 04/30/27.

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral Appointment: James Paradinovich, 7432 Carter Circle N., Ald. Dist. 5-Community Development Authority, 4 year unexpired term expiring 04/30/27.

ROLL CALL VOTE

CLERKDEPT

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, August 21, 2025 12:51 PM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: James (Jim) Paradinovich
PhoneNumber:
EmailAddress: paradin151@gmail.com
YearsasResident: 40+
Alderman: 5
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority: on
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission: on
ParksCommission:
LibraryBoard:
PlanCommission: on
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners:
CompanyNameJob1: Franklin High School
CompanyAddressJob1: 8222 S. 51st Franklin, wi
TelephoneJob1: 414-423-4640
StartDateandPositionJob1: 12/2024 Security/Student Supervision
EndDateandPositionJob1: present
CompanyNameJob2: Aurora South Shore Hospital
AddressJob2: 5200 South lake Dr. Cudahy, Wi
TelephoneJob2: 414-489-9000
StartDateandPositionJob2: 6/2019 Security officer

EndDateandPositionJob2: 12/2024 Security officer
CompanyNameJob3: Friesian Dreams Equine reproduction
AddressJob3: 8490 Old Loomis Rd Franklin
TelephoneJob3: 414425-1742
StartDateandPositionJob3: 1996 Owner manager
EndDateandPositionJob3: 2015 Owner Manager
Signature: James Paradinovich
Date: 8/21/2025
Signature2: James Paradinovich
Date2:
Address: 7432 Carter Cir N. Franklin, WI. 53132
PriorityListing: 1 Fire and Police Com. 2. Plan Com. 3. Community Development Authority
WhyInterested: For the last 7 years I had the honor to be a member of the Police and Fire Commission and the Community Development Authority for the City of St. Francis, WI. Many years ago I was a member of the Police facility Needs Commission which oversaw the architecture design, builder choice and construction issues for the current city of Franklin Police Department and Municipal Court building
DescriptionofDutiesJob1: Duties are to maintain a safety environment in order to promote a healthy learning experience for all our students
DescriptionofDutiesJob2: Protect the assets, employees, and patients at Aurora South Shore Hospital.
DescriptionofDutiesJob3: Equine reproduction. Showed Friesian horse in United States and Europe . Vice President Friesian Horse Asso. Of North America. Vice President of International Friesian Show Horse Assco.
AdditionalExperience: I have 16 years of law enforcement experience with the State of Wisconsin and the Milwaukee County Sheriff's Department. I retired as a Detective of the Milwaukee County Sheriff's Department. Unfortunately I shot in the neck during an encounter with a convicted felon and was forced to take an early medical retirement in 1992. Bachelor of Criminal Justice degree GPA 3.96 Studied Master's of Business

See Current Results

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE October 21, 2025
Reports & Recommendations	A Resolution Authorizing the Installation of a Fence Within the 20-foot Sanitary Sewer Easement Upon Parcel 2 of Certified Survey Map No. 3343 located in a part of the Northwest 1/4 Section 10, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (7401 S. 68th St.) (TKN 756 9995 005) (Robert Griffiths, Applicant)	ITEM NO. Ald. Dist. 5 <i>G. I.</i>

BACKGROUND

Staff received a request to install a 6-foot vinyl privacy fence within the 20-foot Sanitary Sewer easement at 7401 S. 68th St. The fence will be installed with a 10' gate straddling the easement at the property line.

The proposed fence will be encroaching the said sewer easement on 7401 S. 68th St: See Exhibit C.

ANALYSIS

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

The resolution provides that:

1. The subject fence will be installed in the sanitary sewer easement
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said sewer easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes, needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B forthcoming, respectively (there is no mortgage on the property currently.)

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Resolution 2025-_____ a resolution to authorize the installation of a fence within the 20-foot Sanitary Sewer easement, upon Parcel 2, CSM 3343 (7401 S. 68th St.) (Tax Key No. 756 9995 005) (Robert Giffiths, applicant).

Engineering: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-
FOOT SANITARY SEWER EASEMENT UPON PARCEL 2 OF CSM 3343.
(7401 S 68TH ST) (TKN: 756 9995 005) (ROBERT GRIFFITHS, APPLICANT)

WHEREAS, the adjoining Southview East Subdivision Plat prohibits the building of structures within public sanitary sewer easement, described thereon; and

WHEREAS, Robert Griffiths, property owner, having applied for an installation of a 6-foot vinyl privacy fence, located at 7401 S 68th St, zoned R-SR, bearing Tax Key No. 756 9995 005, more particularly described as follows:

PARCEL 2 OF CERTIFIED SURVEY MAP 3343, BEING A PARCEL OF PARTS OF THE NW 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN;

and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as

described and only upon the location as set forth within the plans accompanying the application of Robert Griffiths, on October __, 2025 be and the same is hereby authorized and approved and that the "Sanitary Sewer Easement" restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

1. The subject fence shall be installed in the sanitary sewer easement.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B annexed hereto (there is no mortgage on the property,) respectively.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2025, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Exhibit A

Acceptance

The undersigned, Robert Griffiths applicants of the property located at 7401 S. 68th ST, Franklin, Wisconsin 53132, Tax Key No. 756 9995 005, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. 2025-____, and that in consideration of the making of such grant to allow the installation of Fence within the public utility easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. 2025-____, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the 6th day of OCTOBER, 2025.

Property owner

By: Robert Griffiths

By: [Signature]

ENGINEERING TECH. III

MORTGAGE HOLDER CONSENT

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written.

By:

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

Name:

State of

County of _____

My commission expires on:

NO MORTGAGE

PLAT OF SURVEY

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3343, RECORDED IN THE REGISTER OF DEEDS OFFICE FOR MILWAUKEE COUNTY ON MAY 18, 1978, ON REEL 1110, IMAGE 821 TO 823, AS DOCUMENT NO. 05213074, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 10, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PROPERTY ADDRESS: 7401 S 68TH STREET,
FRANKLIN, WISCONSIN

WILLIAM J. KARPEN R P L S
S63 W3007 JANESVILLE ROAD
MUSKEGO, WI 53150
(414) 469-2149 (CELL)
EMAIL: bkksurvey@gmail.com

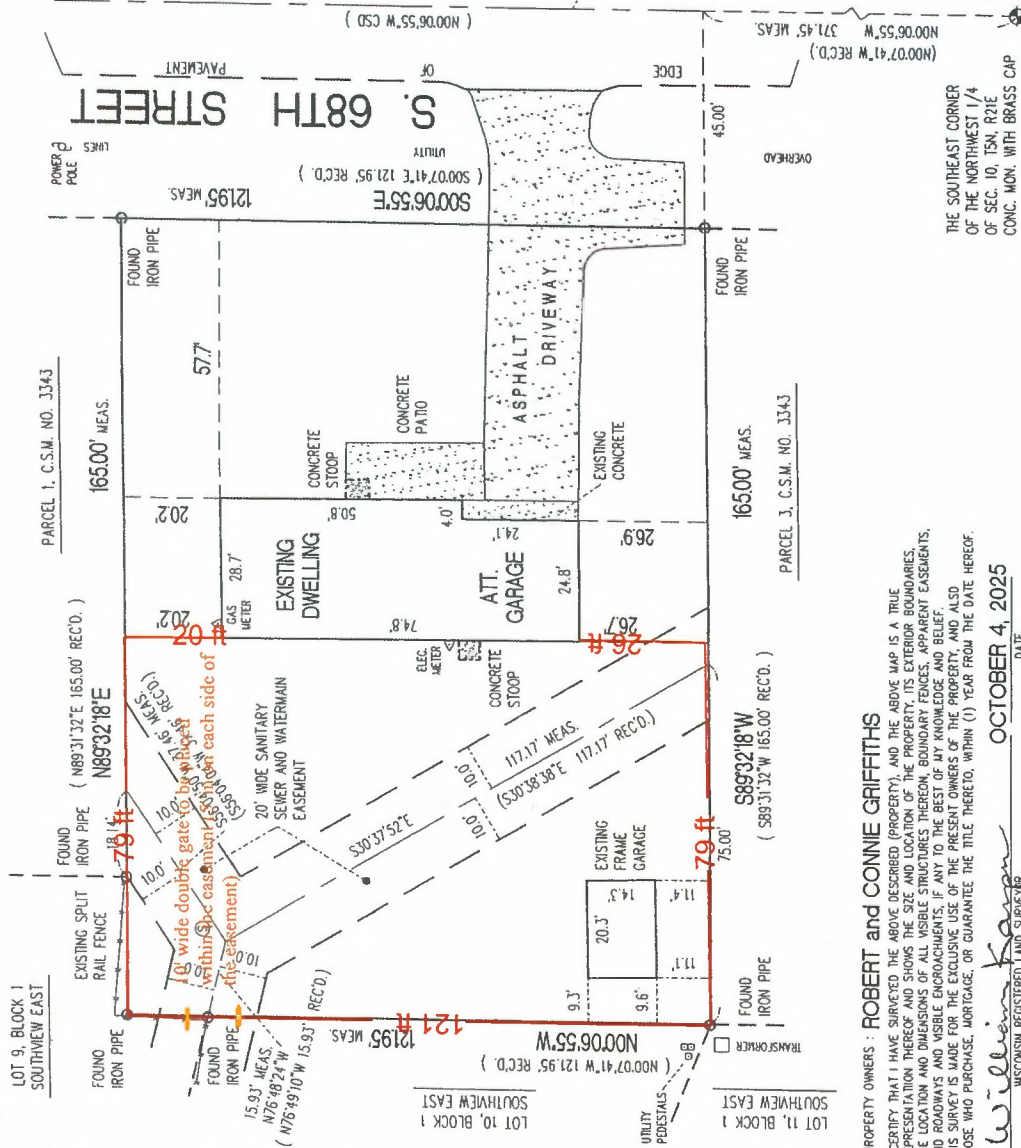
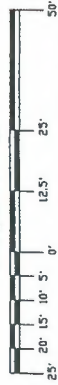


TO BE AN ORIGINAL COPY
THIS STAMP MUST BE RED

N O T E :
ALL BEARINGS ARE REFERENCED TO
THE EAST LINE OF THE NORTHWEST
1/4 OF SECTION 10, T5N, R21E,
WHICH IS ASSUMED TO BEAR
NORTH 00°06'55" WEST STATE PLANE
COORDINATE SYSTEM SOUTH ZONE
NAD 83/2011 AND ALL BEARINGS ARE
REFERENCED TO GRID NORTH.

AREA OF PROPERTY = 20,121.75 SQ. FT.
0.46 ACRE

SCALE: 1" = 30'



PROPERTY OWNERS : ROBERT and CONNIE GRIFFITHS

THE CERTIFICATE THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, AND THE ABOVE MAP IS A TRUE AND CORRECT REPRESENTATION THEREOF, SHOWS THE LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY, TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO FOR THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE THERE TO, WITHIN (1) YEAR FROM THE DATE HEREOF.

WILLIAM KAPLAN
WISCONSIN REGISTERED LAND SURVEYOR
OCTOBER 4, 2025
DATE

Griffiths, Robert

10 / 13 / 2025

Customer's Last Name First Name

7401 S. 68th St

Service Address

Franklin

WI

53132

City

State

Zip

4147790528

Customer's Daytime Tel No

w.i.numismatics@sbcglobal.net

Customer's Email

8/30/2025

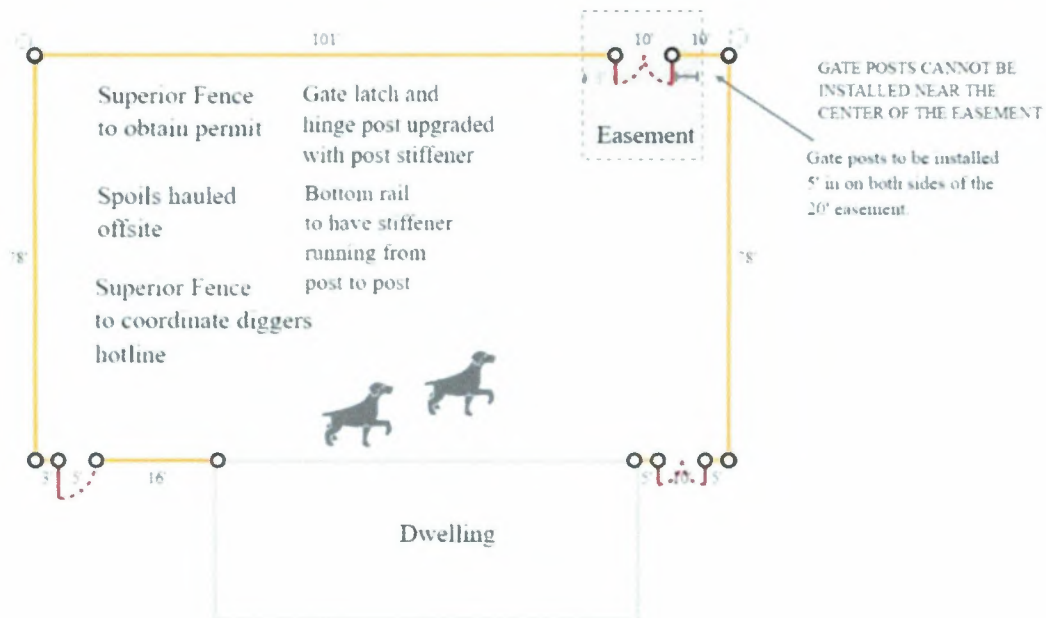
Original Contract Date

\$22,467.62

Original Contract Amount

APPROXIMATE LAYOUT

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE. BASED ON THE FIELD MEASUREMENT. FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED. AS SET FORTH IN TERMS AND CONDITIONS.)



6'H Vinyl Hamilton - Cypress

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE October 21, 2025
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with O'Reilly Automotive Stores for 7251 South 27th Street, TKN 761 9956 001	ITEM NO. Ald. Dist. 4 <i>Go 2.</i>

BACKGROUND

Pursuant to the approval of a single-tenant building development at 7251 South 27th Street (O'Reilly Auto Parts) it is necessary to enter into a development agreement for public infrastructure improvements on the site.

ANALYSIS

This agreement provides for the necessary public infrastructure required for the development. Included in the agreement is a public sidewalk, storm sewer and drive approaches with curb and gutter installed on the site.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

Contingencies are accepted with percentages and are included in financial guarantee.

RECOMMENDATION

Motion to adopt Resolution No. 2025-_____ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with O'Reilly Automotive Stores for 7251 South 27th Street, TKN 761 9956 001.

Engineering: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS
WITH O'REILLY AUTOMOTIVE STORES, INC. FOR
7251 SOUTH 27TH STREET, TKN 7619956 001

WHEREAS, the Developer, O'Reilly Automotive Stores, Inc. is ready to proceed with the development at 7251 South 27th Street and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

WHEREAS, the Developer will make and install, or have made and have installed, any public improvements reasonably necessary, to wit: sidewalk and storm sewer, as provided in the Development Agreement; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development; and

WHEREAS, the developer is willing to proceed with the installation of the improvements provided for in the Development Agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with O'Reilly Automotive Stores, Inc.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2025 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

**O'REILLY AUTO PARTS. FRANKLIN, WI
7251 S 27th St, FRANKLIN, WI
TAX KEY: 761 9956 001**

August 14, 2025

**DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 16 day of September 2025, by and between O'Reilly Automotive Stores, Inc., a Corporation, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, the Developer having applied to the City for the construction of a new retail auto parts sales building and parking lot, and the approval[s] thereof by Wisconsin Department of Transportation providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: sidewalk, two driveways, 2 trees, 18" concrete pipe; and ground restoration for disturbed areas.

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Development and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Development will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development provided the Developer proceed with the installation of the Improvements in and as may be required for the Development, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".

3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) Ninety Nine Thousand Four Hundred Forty Four Seven and 35/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$99,447.35, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee shall may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the

Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility

services to the Development. All utilities shall be underground except for any existing utility poles/lines.

- (e) The curb face to curb face width of the roads in the Development shall be as determined by the City Engineer.
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
- 8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
 - 9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
 - 10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
 - 11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorney['s']

fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

- (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorney['s'] fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:
- (1) **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Developer and all subcontractors retained by the Developer during the Construction Period and all persons and property from claims for damages for

personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) as set forth herein and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$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>
E. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

(2) The Developer shall at all times maintain the insurance required, and shall file any replacement certificate of insurance containing a within thirty

~~---(30) days after any notice of change or cancellation to the City prior to any cancellation or~~
~~---change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.~~

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by City of Franklin, WI.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.
19. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Developer and City had executed it as a single document. The Developer and City agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The Developer and City may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document, and any amendment hereto.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is

ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by John R. Nelson, Mayor, and Shirley J. Roberts, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: O'Reilly Automotive Stores Inc
[Developer/Entity]

By: [Signature]
Name: Phil Hopper
Title: Sr VP Real Estate & Expansion

Party of the First Part

STATE OF MISSOURI)

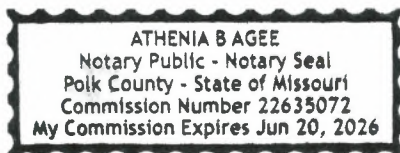
)ss.

Greene COUNTY)

Personally came before me this 16 (day) of September, 20 25, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

or

This instrument was acknowledged before me on September 16, 2025 (date) by Phil Hopper (name(s) of person(s)) as Sr VP Real Estate & Expansion (type of authority, e.g., officer, trustee, etc.) of O'Reilly Automotive Stores Inc (name of party on behalf of whom instrument was executed).



[Signature]
Notary Public, Polk County, MO
My commission expires: 06/20/2026

CITY OF FRANKLIN

By: _____

Name: John R. Nelson

Title: Mayor

COUNTERSIGNED:

By: _____

Name: Shirley J. Roberts

Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)

)ss.

_____ COUNTY)

Personally came before me this ____ day of _____, 20____, the above named John R. Nelson, Mayor, and Shirley J. Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 20____.

Notary Public, Milwaukee County, WI

My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI**

Exhibit A	Legal Description of Development
Exhibit B	General Description of Required Development Improvements
Exhibit C	General Development Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Development Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

LEGAL DESCRIPTION OF DEVELOPMENT

Per ALTA/NSPS LAND TITLE SURVEY

June 3, 2025

Kyle J. Roddy, Land Surveyor

WI # S-2907

LHB Corporation

(Per Chicago Title Insurance Company Commitment No. CO-16174)

That part of the Northeast One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, Wisconsin, bounded and described as follows: Commencing at a point in the West line of South 27th Street (U.S. Highway 41) said point being 80.08 feet west of and 994.19 feet South 20°30'30" West of the Northeast corner of said 1/4 Section; thence North 89°56' West a distance of 250 feet to a point; thence South and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to a point; thence South 89°56' East a distance of 250 feet to a point; thence North on and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to the point of beginning; excepting therefrom the South Fifteen feet for street; and also excepting therefrom that part thereof shown as Parcel 43 of Transportation Project Plat 2265-16-20-4.06, recorded as Document No. 10227659.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

GENERAL DESCRIPTION
OF
REQUIRED DEVELOPMENT
IMPROVEMENTS

Description of improvements required to be installed to develop the O'REILLY AUTO PARTS.
FRANKLIN, WI Development.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Developer in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Developer in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Development.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

1. Grading of all lots and blocks within the Development in conformance with the approved grading plan. *S
2. Grading of the streets within the Development in accordance with the established street grades and the City approved street cross-section and specifications. *S
3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
4. Sanitary sewer main and appurtenances in the streets and/or easement in the Development, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area. *S
5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. *S
6. Water main and fittings in the streets and/or easement in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. *S
7. Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. *S

8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Paved streets with curb and gutter in the Development to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Development to the approved grade and in accordance with the City specifications. *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Development as approved by the City. *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. (N.A.)
13. Street trees. *S
14. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
15. Engineering, planning and administration services as approved. *S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved system plan. *S
17. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
18. Street signs identifying the Development street in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. The Developer shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Development as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B. Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Development shall be served by a water main.
 - 2. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B. Construction
 - 1. All construction shall be in accordance with the specifications of the City.

2. Inspection of the work shall be at the Developer's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Development shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Development shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
 - a) The Developer shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Development as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Development as described in Section IV. B. 3.(a) above, the City is hereby granted the right to install said extensions within the Development at the expense of the Developer. All costs for installing sewer systems outside of the boundaries of the Development shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis. Stat. § 66.0701 Special assessments by local ordinance, and §207.15. Special assessments, of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open

swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by an engineer or architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Developer of the Development will, in the opinion of the City Engineer, cause water problems downstream from the Development which will reasonably require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.

2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Development whenever possible except as noted in Exhibit "E".

B. Names

The names of all streets shall be approved by the City Engineer.

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stone base and 4" of A/C binder course prior to Development certification. The 2" A/C surface course shall be installed when 90% of the lots within the Development have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Development the Developer must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Developer's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Developer.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Developer.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Development shall lie with the Developer until:

- a) The plat is recorded; and
- b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:

- a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Developer and the City.
- b) Side slopes no steeper than 4:1.
- c) Landscaped in accordance with the applicable City regulations and/or approvals conditions for the Development for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.

2. Pedestrian

- a) The pedestrian walks shall be paved with chips as required by the City Engineer and shall be ten (10) feet wide.
- b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

- 1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Development monuments have been set.
- 2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

- 1. No temporary occupancy permits shall be issued until:

- a) Streets have been paved except for the final lift of asphalt.
- b) The gas, telephone and electrical services have been installed and are in operation.
- c) The water system is installed, tested and approved.
- d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 - 1. The Developer shall take all action necessary so as to have all the improvements specified in this agreement installed and approved by the City before two years from the date of this agreement.
 - 2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR O'REILLY AUTO PARTS. FRANKLIN, WI

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Developer in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including restoration)	\$4,180.00
5' Concrete Sidewalk	\$4,875.00
Erosion Control	\$950.00
Storm Sewer System-Piping	\$22,000.00
Storm Sewer System-Inlet	\$15,000.00
Paving	\$30,500.00
Street Trees (2 x \$400/lot)	\$800.00
SUBTOTAL	\$78,305.00
Engineering/Consulting Services	\$0.00
Municipal Services (7% of Subtotal)	\$5,481.35
Contingency Fund (20% of Subtotal)	\$15,661.00
TOTAL:	\$99,447.35

Total: Ninety Nine Thousand Four Hundred Forty Seven and 35/100 Dollars.

APPROVED BY: _____ Date: _____
Michael N. Paulos, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

ADDITIONAL DEVELOPMENT REQUIREMENTS
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1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer agrees to pay the City for street trees planted by the City on W Minnesota Ave at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Developer, the Developer's sub-contractors, or the lot owners.
4. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Developer will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
5. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
6. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
7. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
8. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
9. Prior to commencing any land disturbance, the Developer shall employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental

Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.

10. The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.
12. Construction Requirements:
 - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from W Minnesota Ave. All truck traffic must enter and exit to S 27th St, no truck delivery traffic allowed on W Minnesota Ave.
13. The Developer shall provide for the connection to the existing W Minnesota Ave and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Service	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets: Construction Materials Asphalt Aggregate Concrete Cross Section	CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN
Underground Electric, Gas and Cable	CITY OF FRANKLIN
Storm Water Management	CITY OF FRANKLIN

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/21/2025
Reports & Recommendations	RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM O'REILLY AUTOMOTIVE STORES (7251 S 27TH ST., TKN 761 9956 001)	ITEM NO. G.3.

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in each entity's rules and regulations. These facilities as designed may be for water quantity and/or quality control. In the City of Franklin developers/residents typically use wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As an MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the Municipal Code is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The enclosed agreements include the property of O'Reilly Automotive Stores at 27th St.

ANALYSIS

The WDNR offers standard Operation and Maintenance templates for a multitude of BMPs, and most engineers use those to develop site-specific Maintenance Agreements. The attached Agreements were prepared by the owner and their engineers and revised as necessary.

OPTIONS

Approve or Deny the Storm Water Facilities Maintenance Agreement and Storm Water Access Easement.

FISCAL IMPACT

All costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement.

RECOMMENDATION

Resolution 2025-____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from O'Reilly Automotive Stores (7251 S. 27th St. TKN 761 9956 001).

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 -

RESOLUTION TO AUTHORIZE ACCEPTANCE OF
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER
ACCESS EASEMENT FROM
O'REILLY AUTOMOTIVE STORES
(7251 S 27TH ST., TKN 761 9956 001)

WHEREAS, storm water facilities are required to meet water quantity and quality standards; and

WHEREAS, a Maintenance Agreement and Access Easement are required to be developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, all costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement; and

WHEREAS, homeowner has executed and submitted to the City of Franklin Storm Water Facilities Maintenance Agreement and Storm Water Access Easement

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities Maintenance Agreement and Storm Water Access Easement, and, therefore, the Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2025, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2025.

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

STORM WATER FACILITIES MAINTENANCE AGREEMENT

O'Reilly Auto Parts, Franklin, WI
7251 S 27th St, Franklin, WI
Tax Key: 761 9956 001

This AGREEMENT, made and entered into this 16 day of September, 2025, by and between O'Reilly Automotive Stores, Inc., hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

(Per Chicago Title Insurance Company Commitment No. CO-16174)
That part of the Northeast One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, Wisconsin, bounded and described as follows: Commencing at a point in the West line of South 27th Street (U.S. Highway 41) said point being 80.08 feet west of and 994.19 feet South 20°30'30" West of the Northeast corner of said 1/4 Section; thence North 89°56' West a distance of 250 feet to a point; thence South and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to a point; thence South 89°56' East a distance of 250 feet to a point; thence North on and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to the point of beginning; excepting therefrom the South Fifteen feet for street; and also excepting therefrom that part thereof shown as Parcel 43 of Transportation Project Plat 2265-16-20-4.06, recorded as Document No. 10227659.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D., CSM or Subdivision) known as O'Reilly Auto Parts, Franklin, WI (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated June 6, 2025 and erosion control plan dated June 6, 2025 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes

Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The Owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The Owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

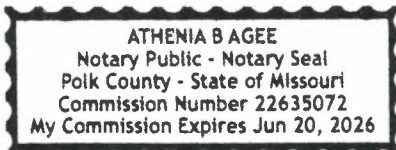
O'Reilly Automotive Stores Inc., Owner

By: [Signature]

Name: Phil Hopper Sr VP Real Estate

STATE OF MISSOURI)ss.
Greene COUNTY)

Personally came before me this 16 day of September, 2025, the above named Phil Hopper of O'Reilly Automotive Stores, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



[Signature]
Notary Public, Polk County, MO
()
My commission expires: 06/20/2026

CITY OF FRANKLIN

By: _____ (Seal)

Name: John R. Nelson

Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)

Name: Shirley J. Roberts

Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named John R. Nelson, Mayor and Shirley J. Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. _____, adopted by its Common Council on this _____ day of _____, 20____.

Notary Public, Milwaukee County, WI

()

My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved: _____

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

OPERATION AND MAINTENANCE INSPECTION REPORT STORMWATER MANAGEMENT PONDS City of Franklin

Name of Development O'Reilly Auto Parts; Franklin, WIResponsible Party Name John McCoy, VP; O'Reilly Automotive Stores, IncAddress 233 S Patterson Ave, Springfield, MO 65802Telephone No. 417-862-2674 Fax No. 417-874-7112 E-mail oreillyauto@weareown.com

Inspector Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address 7251 S 27th St, Franklin, WI Section No. 12Normal Pool ☐ Yes ☒ No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway	N/A	N/A	Buried pipe system with inlet concrete weir wall-no vegetation
1. Vegetation and ground cover adequate			
2. Embankment erosion	N/A	N/A	See above
3. Animal burrows	N/A	N/A	See above
4. Unauthorized plantings	N/A	N/A	See above
5. Cracking, bulging, or sliding of dam	N/A	N/A	See above
1. Upstream face			
2. Downstream face	N/A	N/A	See above
3. At or beyond toe	N/A	N/A	See above
Upstream			
Downstream	N/A	N/A	See above
4. Emergency spillway	N/A	N/A	See above
6. Pond, toe & chimney drains functioning	N/A	N/A	See above
7. Seeps/leaks on downstream face	N/A	N/A	See above
8. Slope protection or riprap failures	N/A	N/A	See above
9. Emergency spillway clear of debris	N/A	N/A	See above
10. Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete <u> X </u>			
Corrugated metal pipe <u> </u>			
PVC/HDPE <u> </u>			
Masonry <u> </u>			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "B"

DEPICTION OF THE FACILITIES

EXHIBIT "C"

LEGAL DESCRIPTION OF AREA

That part of the Northeast Quarter of Section 12, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, Wisconsin, described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 12; thence South 01 degrees 26 minutes 20 seconds West, assumed bearing, along the east line of said Northeast Quarter, a distance of 994.37 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 113.86 feet; thence South 00 degrees 58 minutes 47 seconds East, a distance of 21.34 feet to the point of beginning of the easement area to be described; thence South 18 degrees 59 minutes 52 seconds West, a distance of 103.11 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 106.01 feet; thence South 00 degrees 58 minutes 47 seconds East, a distance of 10.00 feet; thence North 89 degrees 01 minute 13 seconds East, a distance of 113.02 feet; thence North 18 degrees 59 minutes 52 seconds East, a distance of 110.12 feet; thence North 71 degrees 00 minutes 08 seconds West, a distance of 10.00 feet to said point of beginning and there terminating.

STORM WATER MANAGEMENT ACCESS EASEMENT

O'Reilly Auto Parts, Franklin, WI
7251 S 27th St, Franklin, WI
Tax Key: 761 9956 001

THIS EASEMENT is made this 14 day of September, 2025 by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and O'Reilly Automotive Stores, Inc., a Corporation, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast One-quarter of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Grantor, at the sole cost and expense of the Grantor. The City, at its sole discretion, may assume the rights of the Grantor to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Grantor, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Grantor to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Grantor at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

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

ON THIS DATE OF: September 16, 2025

O'helly Automotive Stores Inc
Company Name

By: [Signature] (Seal)

Name & Title: Phil Hopper Sr VP Real Estate & Expansion

STATE OF Missouri

COUNTY OF Greene SS

Before me personally appeared on the 16 day of September, A.D. 2025.
Phil Hopper

President or Name printed

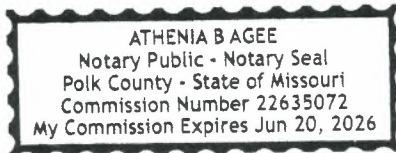
Secretary or Name printed

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

[Signature]

Notary Public

(
My commission expires 06/20/2026



CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

SS
COUNTY OF MILWAUKEE)

On this _____ day of _____ A.D. 20____ before me personally appeared John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 20____.

Notary Public, Milwaukee County, Wisconsin

(
My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents

City Engineer

Date: _____

Approved as to form only

City Attorney

Date: _____

Exhibit A

(Description of the Property)

Per ALTA/NSPS LAND TITLE SURVEY

June 3, 2025

Kyle J. Roddy, Land Surveyor

WI # S-2907

LHB Corporation

(Per Chicago Title Insurance Company Commitment No. CO-16174)

That part of the Northeast One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, Wisconsin, bounded and described as follows: Commencing at a point in the West line of South 27th Street (U.S. Highway 41) said point being 80.08 feet west of and 994.19 feet South 20°30'30" West of the Northeast corner of said 1/4 Section; thence North 89°56' West a distance of 250 feet to a point; thence South and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to a point; thence South 89°56' East a distance of 250 feet to a point; thence North on and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to the point of beginning; excepting therefrom the South Fifteen feet for street; and also excepting therefrom that part thereof shown as Parcel 43 of Transportation Project Plat 2265-16-20-4.06, recorded as Document No. 10227659.

Exhibit B

(Depiction of the Facilities)

Exhibit C

(Description of Easement Area)

That part of the Northeast Quarter of Section 12, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, Wisconsin, described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 12; thence South 01 degrees 26 minutes 20 seconds West, assumed bearing, along the east line of said Northeast Quarter, a distance of 994.37 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 113.86 feet; thence South 00 degrees 58 minutes 47 seconds East, a distance of 21.34 feet; thence South 18 degrees 59 minutes 52 seconds West, a distance of 103.11 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 25.79 feet to the point of beginning of said easement area to be described; thence North 89 degrees 01 minute 13 seconds East, retracing the last described line and its easterly extension, a distance of 32.79 feet; thence South 00 degrees 58 minutes 40 seconds East, a distance of 10.00 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 20.79 feet; thence South 00 degrees 58 minutes 47 seconds East, a distance of 8.61 feet, more or less, to the north right of way line of West Minnesota Avenue; thence South 89 degrees 01 minute 13 seconds West, along said north right of way line, a distance of 12.00 feet, more or less, to its intersection with a line bearing South 00 degrees 58 minutes 47 seconds East from said point of beginning; thence North 00 degrees 58 minutes 47 seconds West, a distance of 18.61 feet to said point of beginning and there terminating.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/21/2025
REPORTS & RECOMMENDATIONS	Resolution imposing conditions and restrictions for the approval of a Special Use for a multi-family condominium development use upon property located at 11590 West Meadowview Drive (Daniel Szczap, Bear Development, LLC, Applicant) (Loomis & Ryan, Inc., Property Owner)	ITEM NUMBER G.4. Ald. District No. 6
At the October 9, 2025, regular meeting, the Plan Commission unanimously carried a motion to recommend approval of a resolution imposing conditions and restrictions for the approval of a Special Use for a multi-family condominium development use upon property located at 11590 West Meadowview Drive (Daniel Szczap, Bear Development, LLC, Applicant) (Loomis & Ryan, Inc., Property Owner) COUNCIL ACTION REQUESTED A motion to adopt Resolution 2025-_____, imposing conditions and restrictions for the approval of a Special Use for a multi-family condominium development use upon property located at 11590 West Meadowview Drive (Daniel Szczap, Bear Development, LLC, Applicant) (Loomis & Ryan, Inc., Property Owner).		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL
OF A SPECIAL USE FOR A MULTI-FAMILY CONDOMINIUM DEVELOPMENT USE
UPON PROPERTY LOCATED AT
11590 WEST MEADOWVIEW DRIVE
(DANIEL SZCZAP, BEAR DEVELOPMENT, LLC, APPLICANT)
(LOOMIS & RYAN, INC., PROPERTY OWNER)

WHEREAS, Bear Development, LLC having petitioned the City of Franklin for the approval of a Special Use in an R-8 Multiple-Family Residence District, to allow for the development of a multi-family condominium development ("Lot 81"), consisting of 36 dwelling units arranged in 18 side-by-side duplex structures, property located at 11590 West Meadowview Drive (6.28 acres), bearing Tax Key No. 891-1081-000 [a Special Use permit is required in the R-8 Multiple-Family Residence District for all residential uses, either single-family, two-family or multi-family], more particularly described as follows:

Lot 2 of Certified Survey Map No. 9683, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11533631, being a redivision of Lot 80 and Lot 81 of Ryan Meadows, as recorded in the Register of Deeds office for Milwaukee County as Document No. 10962414, located in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4, Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 00°34'43" East along the west line of said Northeast 1/4, 473.41 feet to the plat of Ryan Meadows, the southeasterly right of way line of West Loomis Road - United States Highway "45" and the Point of Beginning; Thence continuing South 00°34'43" East along said west line and along the northerly line of Ryan Meadows, 47.96 feet; thence South 89°23'13" East along said northerly line, 271.70 feet; thence North 00°34'43" West along said northerly line, 302.82 feet; thence South 89°44'26" East, 151.64 feet; thence North 00°15'34" East, 71.20 feet; thence South 89°44'26" East, 259.64 feet to the platted east line of Lot 81, Ryan Meadows; thence South 00°34'43" East along said platted line of Ryan Meadows, 622.00 feet to the north line of Outlot 2 of Ryan Meadows; thence South 89°25'17" West along the north line of said Outlot 2, 327.05 feet; thence South 48°07'58" West along said north line, 142.71 feet to the north right of way line of Meadowview Drive; thence North 44°02'33" West along said right of way line, 91.29 feet; thence North 45°57'27" East along said right of way line, 5.00 feet; thence North 44°02'33" West along said right of way, 369.79 feet to the aforesaid southeasterly right of way line of West Loomis Road and a point on a curve; thence northeasterly 90.22 feet along the arc of said curve to the left and

LOT 81 CONDOMINIUMS – SPECIAL USE

RESOLUTION NO. 2025-_____

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said right of way, whose radius is 1979.86 feet and whose chord bears North 44°31'39" East, 90.21 feet to the Point of Beginning; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of October, 2025, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Bear Development, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Bear Development, LLC, successors and assigns, as a multi-family condominium development use, which shall be developed in substantial compliance with, and operated and maintained by Bear Development, LLC, pursuant to those plans City file-stamped October 1, 2025 and annexed hereto and incorporated herein as Exhibit A.
2. Bear Development, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Bear Development, LLC multi-family condominium 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.
3. The approval granted hereunder is conditional upon Bear Development, LLC, and the multi-family condominium development use, for the property located at 11590 West Meadowview Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii)

LOT 81 CONDOMINIUMS – SPECIAL USE

RESOLUTION NO. 2025-_____

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obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

4. This Special Use permission granted under this Resolution shall be null and void unless Plan Commission approval of the concurrently submitted Site Plan Application is obtained within six months of the date of adoption of this Resolution.
5. A Certified Survey Map shall be approved to dedicate the public right-of-way as shown on the Condominium Plat prior to plat recording.
6. A Conservation Easement, consistent with the boundary as shown on the Condominium Plat, shall be approved by the Common Council and recorded with the Milwaukee County Register of Deeds, prior to or at the time of recording the Condominium Plat
7. The declaration of deed restrictions and protective covenants for the condominium shall be provided for City Attorney review prior to recording of the Condominium Plat pursuant to Section 15-7.0603D. of the UDO.
8. This Condominium Plat shall be recorded with the Milwaukee County Register of Deeds prior to the issuance of building permits.
9. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development
10. Pursuant to the Unified Development Ordinance Section 15-7.0601, a condominium plat shall be required for the establishment of a condominium.

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

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

LOT 81 CONDOMINIUMS – SPECIAL USE

RESOLUTION NO. 2025-_____

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BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of October, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of October, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item C.2. and E.2.

Meeting of October 9

Special Use and Condominium Plat

RECOMMENDATION: Staff recommends approval of the Special Use and Condominium Plat for the condominium development project upon property located at 11590 W. Meadowview Drive.

Project Name:	Bear Development Condominiums
Property Owner:	Loomis & Ryan, Inc.
Applicant:	Bear Development, LLC
Agent:	Daniel Szczap, Bear Development, LLC
Property Address/TKN:	11590 W. Meadowview Drive/891 1081 000
Aldermanic District:	District 6
Zoning District:	M-1 Limited Industrial District
Staff Planner:	Nick Fuchs, Planning Associate
Submittal date:	May 30, 2025
Application number:	PPZ25-0127 (Special Use) and PPZ25-0126 (Condominium Plat)

INTRODUCTION

The applicant filed Special Use and Condominium Plat applications related to a proposed multi-family residential development upon property located at 11590 W. Meadowview Drive. These applications have been submitted prior to the effective date of the new zoning ordinance. As such, these applications were reviewed under the previous version of the Unified Development Ordinance (UDO).

A Site Plan Application was also submitted and is still pending final submission by the applicant. This application is also being reviewed under the previous version of the UDO. The applicant is requesting approval of the Special Use and Condominium Plat, prior to providing additional details for the Site Plan Application.

The Plan Commission and Common Council previously approved a comprehensive master plan amendment, rezoning, and certified survey map related to this project at their May 8, 2025 and May 20, 2025 meetings, respectively.

PROJECT DESCRIPTION/ANALYSIS

The subject property has a Base Site Area of 6.28-acres, which allows a maximum of 31 dwelling units under the R-8 District development standards. The applicant is requesting approval of an increase in density to 36 units as allowed under Section 15-3.0701A.7. of the UDO.

The project consists of eighteen duplex buildings along a newly proposed public road extending from Meadowview Drive. The applicant must submit a Certified Survey Map to dedicate the public right-of-way as shown on the Condominium Plat prior to plat recording.

The building separation minimum proposed is 10-feet, which is consistent with the R-8 District requirement of 5-foot side yard setbacks for two-family structures. The development consists of 35% greenspace, which is also in compliance with R-8 District standards.

Staff is suggesting that a design with side entry garages be provided. Alternatively, a greater variety may be considered, with some front facing entries and some side entry garages.

The Natural Resource Protection Plan provided illustrates 0.50-acres of woodland onsite. The applicant is proposing to preserve 0.41-acres of woodland, which exceeds the UDO protection standard of seventy percent.

A Conservation Easement, consistent with the boundary as shown on the Condominium Plat, shall be approved by the Common Council and recorded with the Milwaukee County Register of Deeds, prior to or at the time of recording the Condominium Plat.

A final review of architecture, parking, landscaping and lighting plans will be completed once resubmitted by the applicant. The applicant has provided conceptual plans as part of this submittal. Staff recommends that approval of the Special Use and Condominium Plat be contingent upon final approval of the Site Plan Application.

Staff can note that the parking standard of one, two stall attached garage per dwelling unit is met. Related to the site plan, staff anticipates recommending or suggesting the following:

- A variation of architecture and building materials be provided.
- Again, as noted above, staff suggests a building design to allow for side entry garages.
- Minimum living areas shall comply with Table 15-3.0209A of the UDO.
- The maximum building height shall not exceed 2.5 stories or 30-feet as required by Table 15-3.0209A of the UDO.
- Additional plantings between the parking lot and the condominium project shall be provided.
- Landscaping quantities provided shall be in conformance with Table 15-5.0302 of the UDO and the number of species provided must conform to the standards of Section 15-5.0302F.

Additionally, the Site Plan approval will be contingent upon final Engineering Department review of grading, erosion control, utilities, and storm water management.

Staff Recommendation:

Staff recommends approval of the Special Use and Condominium Plat for the condominium development project upon property located at 11590 W. Meadowview Drive, subject to the conditions noted above as well as the following conditions:

- The declaration of deed restrictions and protective covenants for the condominium shall be provided for City Attorney review prior to recording of the Condominium Plat pursuant to Section 15-7.0603D. of the UDO.
- This Condominium Plat shall be recorded with the Milwaukee County Register of Deeds prior to the issuance of building permits.
- Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development.

- Pursuant to the Unified Development Ordinance Section 15-7.0601, a condominium plat shall be required for the establishment of a condominium.



Nick Fuchs, Associate Planner
Department of City Development
9229 W. Loomis Road
Franklin, WI 53132

Re: **Applications for special Use, Condominium Plat, and Site Plan**
11590 W. Meadowview Drive
Franklin, WI 532132
PEG Job No. 809.71-WI

Nick,

This letter is in response to the review comments in the letter dated July 24, 2025. The original comments are presented in black text referenced to the original comment number followed by the Pinnacle response in *RED Italics*.

City Development Department Comments

1. Condominium Development

- A. It is suggested to include the proposed additional density along the private drive on all plans. The request for additional density should be noted in response to [Section 15-3.0701A.7.](#) of the UDO. A single site plan may then be provided for the alternative option without the private drive extension.
We are no longer considering an alternative with the private drive extension
- B. Staff suggests consideration of a building design to allow for side entry garages.
Understood
- C. Please provide all information listed within [Section 15-7.0103](#) of the UDO.
Understood, plans have been updated to include necessary information
- D. It is recommended that a CSM be submitted at this time to dedicate the public right-of-way of the street for the condominium development.
Understood, a CSM will be submitted in the future for the ROW dedication.
- E. Please illustrate and label all setbacks on the site plan (Sheet 1 of 4).
Understood, setbacks are shown and labeled
- F. It is recommended to provide floor plans of the proposed buildings? What is the minimum total living area for the two-family structures? Please confirm compliance with [Table 15-3.0209A](#) of the UDO.
Understood, floor plans will be provided at a future date.
- G. Will the architecture and building materials of all buildings be identical?
Most likely yes, although this hasn't yet been decided
- H. Please provide architectural elevations. What is the peak height of the buildings?
Architectural elevations will be provided at a future date
- I. The site intensity calculations do not include any protected natural resources; however, the NRPP map shows protected woodlands. Please revise so the plans and calculations are consistent.
The site intensity calcs and NRPP map provided now show protected woodlands
- J. A Conservation Easement is required to protect the remaining woodland onsite.
Understood, a conversation easement is now shown and called out in the plans
- K. Staff recommends providing additional plantings between the parking lot and the condominium project.
Understood, requested planting have been added
- L. The Landscape Plan does not show the forty-four-unit development option. It is recommended that option be provided if being requested for approval.
Understood, the plans have been updated to reflect the current site intent.
- M. The Final Plat also does not show the private drive option. Please revise accordingly.

- The private drive option is no longer being pursued*
- N. All utility, drainage, conservation and any other easements must be shown on the Condominium Plat.
Understood
- O. Please provide a copy of the declaration of deed restrictions and protective covenants for the condominiums. Note that condominium documents require City Attorney review.
Easements shown on the plat as requested
- P. What is the proposed street name for the cul-de-sac? Please include on all plans showing the street.
The name of the proposed street is "Chicory Street" and has been updated accordingly in the plans
- Q. Please note the total length of the cul-de-sac on the site plan as well as the width of the right-of-way and radius of the cul-de-sac to show compliance with [Table 15-5.0103](#) of the UDO.
Understood, these elements have been added
- R. Please dimension the distance between buildings on the site plan.
Understood, dimensions have been added
- S. Please show the vision triangle on the plans in accordance with [Section 15-5.0201](#) of the UDO.
Understood, vision triangle is shown
- T. Please indicate areas for snow storage for the private drive. See [Section 15-5.0210](#) of the UDO.
Understood, snow storage areas are called out in the landscaping plans
- U. Please provide landscaping quantities in conformance with [Table 15-5.0302](#) of the UDO. Currently the plan is well below the minimum plantings required.
Understood, however any foundation plantings around each of the buildings are currently being omitted.
- V. Please ensure the number of species provided is in conformance with [Section 15-5.0302F](#) of the UDO.
Understood, this has been checked
- W. Is irrigation provided? See [Section 15-5.0303.D](#) of the UDO.
Notes have been added to the plan regarding hose bibs, they will be provided at each building.
- X. Please note on the Landscape Plan that a planting guaranty is provided per [Section 15-5.0303.G.3](#) of the UDO.
Understood, a note has been added to the plan.
- Y. Please provide a Lighting Plan as may be applicable. See [Division 15-5.0400](#).
Understood, lighting plan will be provided at a later date
- Z. Please provide a complete condominium plat. For example, the approximate square footage of each unit is not shown (WisStat 703.11(2)(c)).
Updated condo plat provided. Unit area is 1,170 SF as indicated on the "notes" section.

If you have any questions on the information contained within, please do not hesitate to contact me at 262-754-8888 or via email at dylan.crisp@pinnacle-eng.com.

Thank you for your time in this matter.

Best Regards,
Pinnacle Engineering Group



Dylan Crisp
Senior Project Engineer

Cc: Daniel Szczap, Bear Development, LLC

LOT 2

City of Franklin, WI
Monday, May 3, 2021

Chapter UDO. Unified Development Ordinance

Part 3. Zoning Districts: District Establishment, Dimensional, and Use Regulations

Division 15-3.0500. Site Intensity and Capacity Calculations

§ 15-3.0502. Calculation of Base Site Area.

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

Table 15-3.0502			
Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development			
STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.		6.28 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	-	0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	-	0 acres
STEP 4:	In the case of "Site Intensity and Capacity Calculations" for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of "Site Intensity and Capacity Calculations" for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	-	0 acres
STEP 5:	Equals "Base Site Area"	=	6.28 acres

§ 15-3.0503. Calculation of the Area of Natural Resources to Be Protected.

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

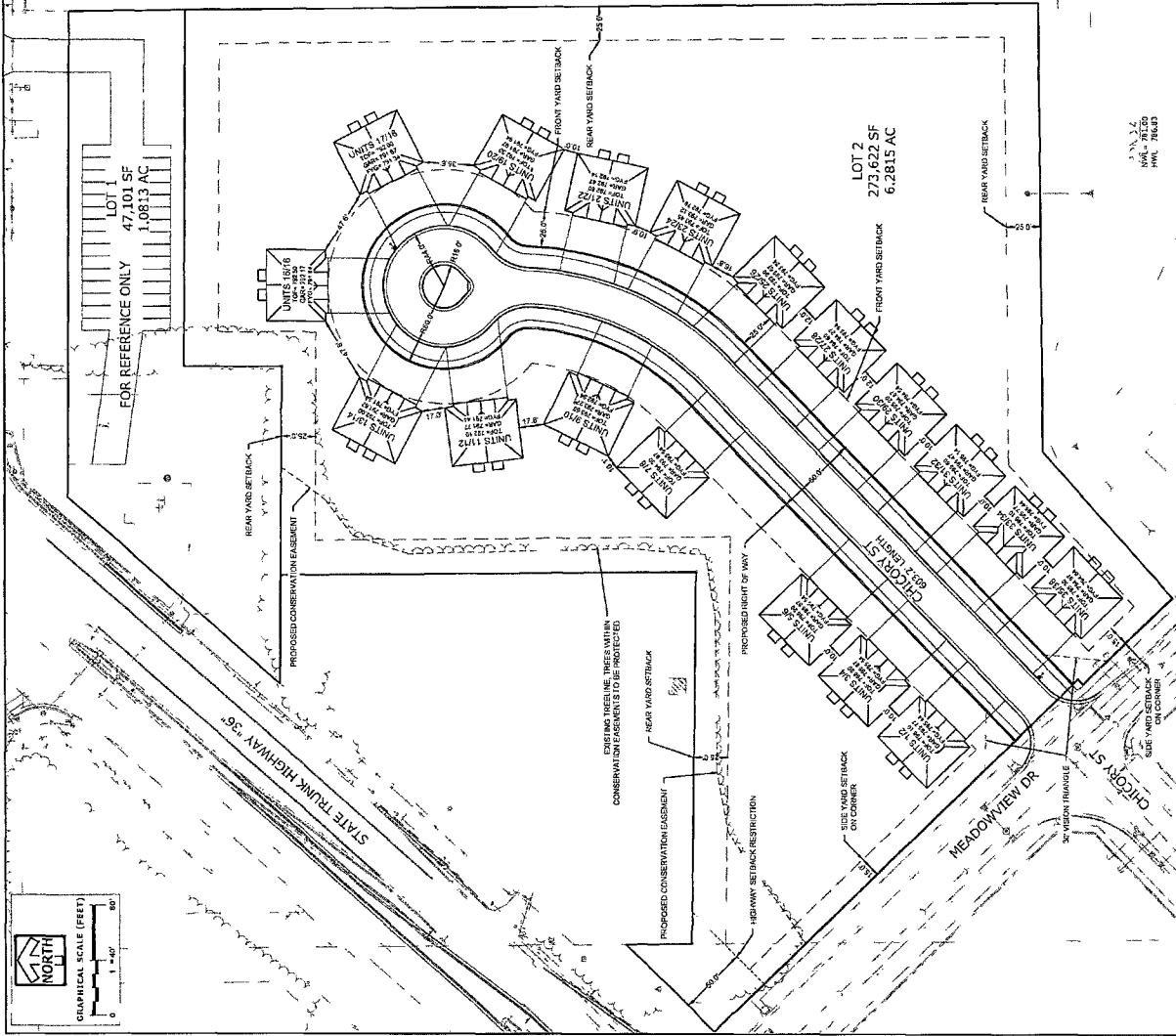
Table 15-3.0503						
Worksheet for the Calculation of Resource Protection Land						
Natural Resource Feature		Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
		Agricultural District	Residential District	Non-Residential District		
Steep Slopes						
	10-19%	0.00	0.60	0.40	X 0	0
					=	
	20-30%	0.65	0.75	0.70	X 0	0
					=	
	+ 30%	0.90	0.85	0.80	X 0	0
					=	
Woodlands & Forests						
	Mature	0.70	0.70	0.70	X 0.50	0.35
					=	
	Young	0.50	0.50	0.50	X 0	0
					=	
Lakes & Ponds		1	1	1	X 0	0
					=	
Streams		1	1	1	X 0	0
					=	
Shore Buffer		1	1	1	X 0	0
					=	
Floodplains		1	1	1	X 0	0
					=	
Wetland Buffers		1	1	1	X	
					=	
Wetlands & Shoreland Wetlands		1	1	1	X	
					=	
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)						0.35

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

§ 15-3.0504. Calculation of Site Intensity and Capacity for Residential Uses.

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

Table 15-3.0504		
Worksheet for the Calculation of Site Intensity and Capacity for Residential Development		
STEP 1:	CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE	0 acres
	Take Base Site Area (from Step 5 in Table 15-3.0502). <u>6.28</u>	
	Multiple by Minimum Open Space Ratio (OSR) (see specific residential zoning district OSR standard) X <u>0</u>	
	Equals MINIMUM REQUIRED ON-SITE OPEN SPACE =	
STEP 2:	CALCULATE NET BUILDABLE SITE AREA:	5.93 acres
	Take Base Site Area (from Step 5 in Table 15-3.0502). <u>6.28</u>	
	Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required On-Site Open Space (from Step 1 above), whichever is greater - <u>0.35</u>	
	Equals NET BUILDABLE SITE AREA =	
STEP 3:	CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:	29.65 D.U.s
	Take Net Buildable Site Area (from Step 2 above): <u>5.93</u>	
	Multiple by Maximum Net Density (ND) (see specific residential zoning district ND standard) X <u>5.00</u> R-8	
	Equals MAXIMUM NET DENSITY YIELD OF SITE =	
STEP 4:	CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:	31.40 D.U.s
	Take Base Site Area (from Step 5 of Table 15-3.0502) <u>6.28</u>	
	Multiple by Maximum Gross Density (GD) (see specific residential zoning district GD standard) X <u>5.00</u> R-8	
	Equals MAXIMUM GROSS DENSITY YIELD OF SITE =	
STEP 5:	DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:	31.40 D.U.s
	Take the lowest of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above)	



SHEET INDEX

- SHEET 1 of 4 - CONCEPT SITE EXHIBIT
- SHEET 2 of 4 - CONCEPT GRADING EXHIBIT
- SHEET 3 of 4 - CONCEPT UTILITY & LIGHTING EXHIBIT
- SHEET 4 of 4 - CONCEPT LANDSCAPING EXHIBIT

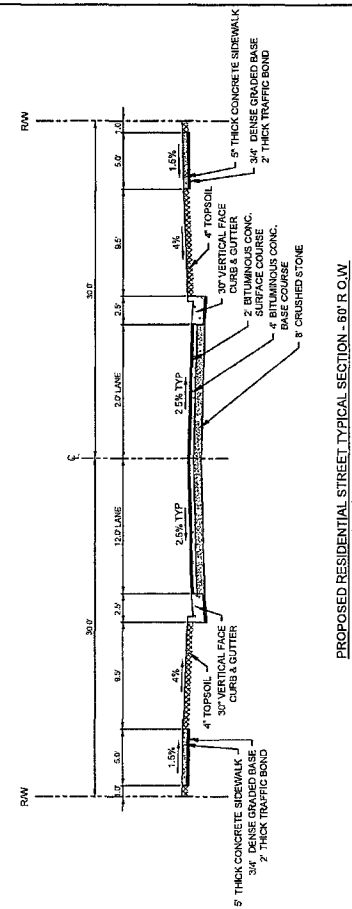
PROJECT TEAM CONTACTS

CIVIL ENGINEER:
 PINNACLE ENGINEERING GROUP
 1000 W. WISCONSIN AVE. SUITE 200
 BROOKFIELD, WI 53005
 (262) 754-8888

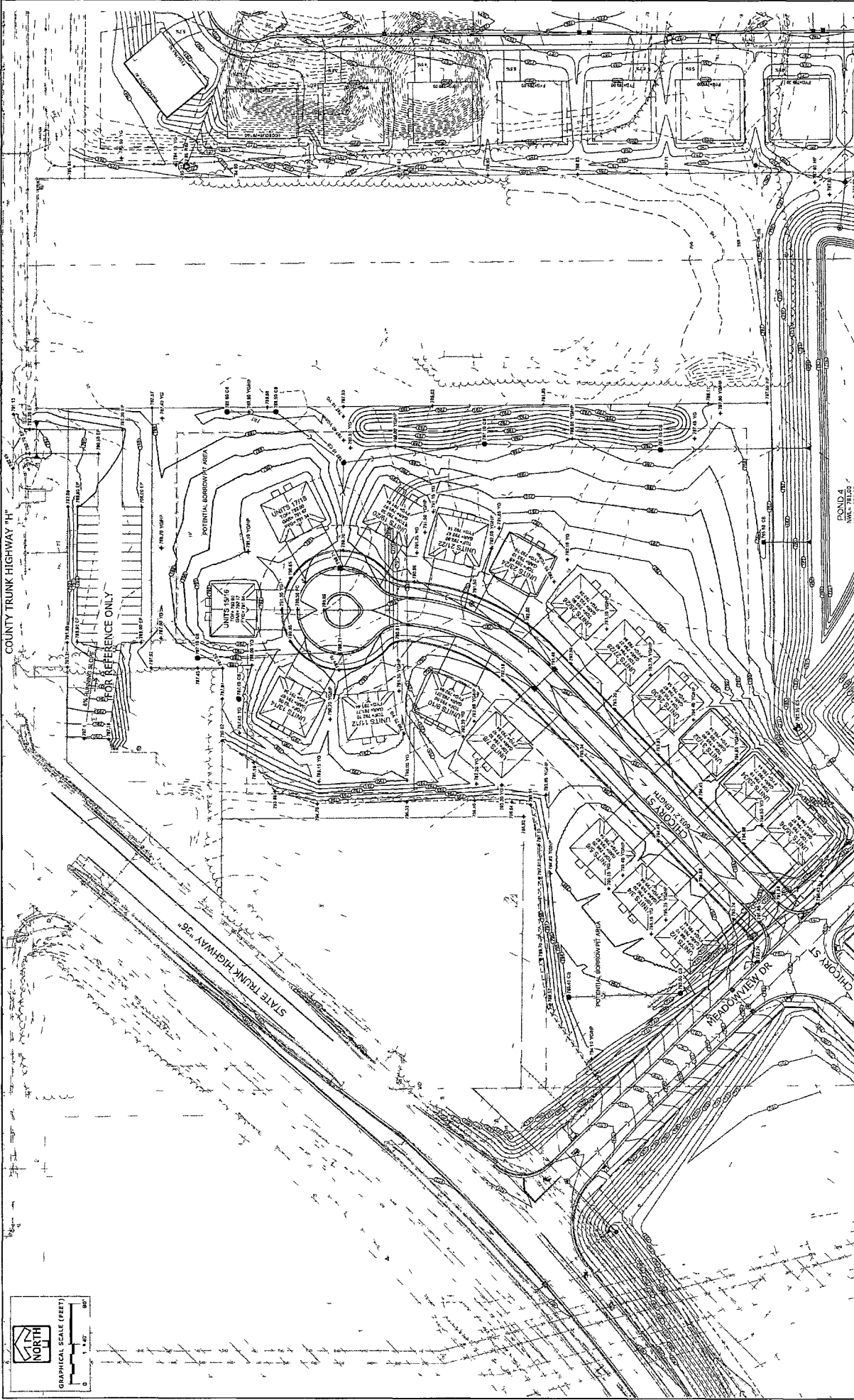
OWNER:
 DART DEVELOPMENT, LLC
 1000 W. WISCONSIN AVE. SUITE 200
 BROOKFIELD, WI 53005
 (262) 754-8888

SURVEYOR:
 PINNACLE ENGINEERING GROUP
 1000 W. WISCONSIN AVE. SUITE 200
 BROOKFIELD, WI 53005
 (262) 754-8888

LOT 2 SITE DATA TABLE			
LOT 2 TOTAL AREA	273,622 SF (6.28 AC)		
IMPERVIOUS AREA	95,768 SF (2.20 AC)		
GREENSPACE AREA	177,854 SF (4.08 AC)		
GREENSPACE %	65%		
ZONING	R-8		



BEAR LOT 81 - CONCEPT SITE EXHIBIT



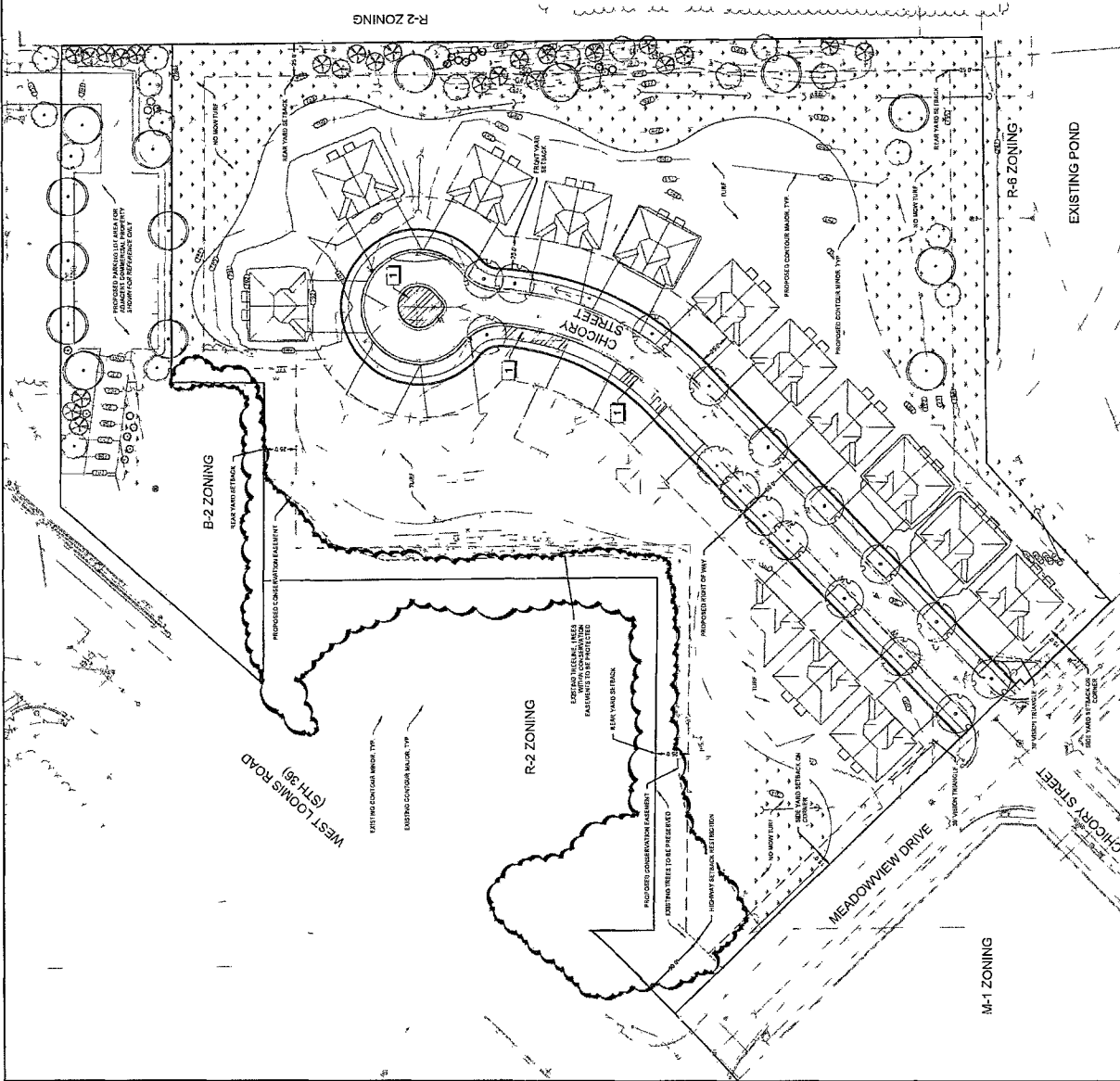
BEAR LOT 81 - CONCEPT GRADING EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENG.COM

PLAN | DESIGN | DELIVER PEGJOB# 809.71

SHEET 2 of 4 8/21/25



CONCEPT PLANT SCHEDULE SITE

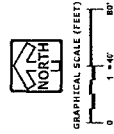
17	STREET TREES	104,600 sf
6	DECIDUOUS TREES	104,700 sf
11	CONIFER TREES	
16	EVERGREEN TREES	
10	LARGE EVERGREEN SHRUB	

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	1	NO MOW TURF		
		TURF		

NOTES

- HOSE BIB TO BE PROVIDED AT EACH BUILDING
- PLANTING GUARANTY TO BE PROVIDED BY GROWER PER SECTION 15-03.03 OF THE UCC

LANDSCAPE IMPROVEMENT TABLE		
STREET TREES	REQUIRED	PROVIDED
1" DBH / 10' LOT FRONTAGE (1,328 L.F.)	18	17



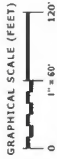
BEAR LOT 81 - CONCEPT LANDSCAPE PLAN

PINNACLE ENGINEERING GROUP

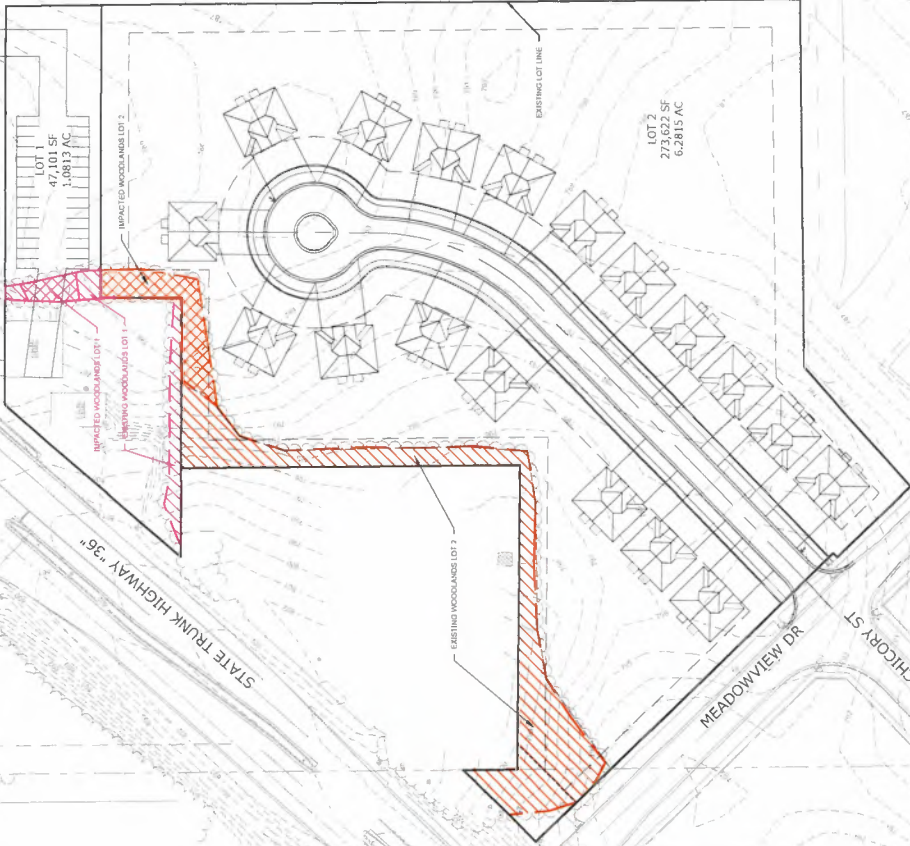
20725 WATER TOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENG.COM

PLAN | DESIGN | DELIVER PEGJOB# 809.71

SHEET 4 of 4 8/25/25



COUNTY TRUNK HIGHWAY "H"
WEST RYAN ROAD



NATURAL RESOURCE FEATURE AREAS

	RESOURCE TYPE	AREAS OF RESOURCE (0.59 AC)	ACRES OF LAND REQUIRED TO BE PROTECTED	ACRES OF LAND IMPACTED
 MATURE WOODLANDS & FORESTS LOT 1	MATURE WOODLANDS & FORESTS IMPACT AREA	3,777 S.F. 0.09 ACRES	2,614 S.F. 0.06 ACRES	983 S.F. 0.02 ACRES
 MATURE WOODLANDS & FORESTS LOT 2	MATURE WOODLANDS & FORESTS IMPACT AREA	21,949 S.F. 0.50 ACRES	15,364 S.F. 0.35 ACRES	3,936 S.F. 0.09 ACRES
	STEEP SLOPES AREA - PER PGS SURVEYED CONTOURS	N/A	N/A	N/A
	STEEP SLOPES AREA - 20-30% SLOPES - PER PGS SURVEYED CONTOURS	N/A	N/A	N/A
	LAKES & PONDS - PER PGS SURVEYED CONTOURS - 75' OFFSET	N/A	N/A	N/A
	SHORE BUFFER - 75' OFFSET	N/A	N/A	N/A
	STREAMS (NOT PRESENT ON SITE)	N/A	N/A	N/A
	FLOODPLAINS (NOT PRESENT ON SITE)	N/A	N/A	N/A
	WETLANDS (NOT PRESENT ON SITE)	N/A	N/A	N/A
	WETLAND BUFFER (NOT PRESENT ON SITE)	N/A	N/A	N/A
	WETLAND SETBACK (NOT PRESENT ON SITE)	N/A	N/A	N/A

SITE DATA

PROJECT NAME	FRANKLIN BUSINESS PARK LOT 1 & 2
LOCATION/ADDRESSES	LOT 1: SOUTH OF COUNTY TRUNK HIGHWAY "H" WEST OF WEST LOCUMME ROAD LOT 2: NORTH OF MEADOWVIEW DRIVE AND CHICORY STREET
OWNER CONTACT INFORMATION	DAN SZCZAP 4011 80TH ST BROOKFIELD, WI 53061 DAN@PINNACLE-DEVELOPMENT.COM (262) 842-6555

FRANKLIN DEVELOPMENT - NATURAL RESOURCES PROTECTION PLAN

8/15/25

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

PEG JOB# 809.71

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53061 | WWW.PINNACLE-ENGR.COM |

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/21/2025
REPORTS & RECOMMENDATIONS	Resolution conditionally approving a Condominium Plat for Lot 81, a Condominium at 11590 West Meadowview Drive (Daniel Szczap, Bear Development, LLC, Applicant) (Loomis & Ryan, Inc., Property Owner)	ITEM NUMBER G. 5. Ald. District No. 6

At the October 9, 2025, regular meeting, the Plan Commission unanimously carried a motion to recommend approval of a resolution conditionally approving a Condominium Plat for Lot 81, a Condominium at 11590 West Meadowview Drive (Daniel Szczap, Bear Development, LLC, Applicant) (Loomis & Ryan, Inc., Property Owner).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2025-_____, conditionally approving a Condominium Plat for Lot 81, a Condominium at 11590 West Meadowview Drive (Daniel Szczap, Bear Development, LLC, Applicant) (Loomis & Ryan, Inc., Property Owner).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
LOT 81, A CONDOMINIUM AT 11590 WEST MEADOWVIEW DRIVE
(DANIEL SZCZAP, BEAR DEVELOPMENT, LLC, APPLICANT)
(LOOMIS & RYAN, INC., PROPERTY OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for Lot 81, a Condominium (total development includes 36 dwelling units arranged in 18 side-by-side duplex structures, such plat being Lot 2 of Certified Survey Map No. 9683, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11533631, being a redivision of Lot 80 and Lot 81 of Ryan Meadows, as recorded in the Register of Deeds office for Milwaukee County as Document No. 10962414, located in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4, Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 00°34'43" East along the west line of said Northeast 1/4, 473.41 feet to the plat of Ryan Meadows, the southeasterly right of way line of West Loomis Road - United States Highway "45" and the Point of Beginning; Thence continuing South 00°34'43" East along said west line and along the northerly line of Ryan Meadows, 47.96 feet; thence South 89°23'13" East along said northerly line, 271.70 feet; thence North 00°34'43" West along said northerly line, 302.82 feet; thence South 89°44'26" East, 151.64 feet; thence North 00°15'34" East, 71.20 feet; thence South 89°44'26" East, 259.64 feet to the platted east line of Lot 81, Ryan Meadows; thence South 00°34'43" East along said platted line of Ryan Meadows, 622.00 feet to the north line of Outlot 2 of Ryan Meadows; thence South 89°25'17" West along the north line of said Outlot 2, 327.05 feet; thence South 48°07'58" West along said north line, 142.71 feet to the north right of way line of Meadowview Drive; thence North 44°02'33" West along said right of way line, 91.29 feet; thence North 45°57'27" East along said right of way line, 5.00 feet; thence North 44°02'33" West along said right of way, 369.79 feet to the aforesaid southeasterly right of way line of West Loomis Road and a point on a curve; thence northeasterly 90.22 feet along the arc of said curve to the left and said right of way, whose radius is 1979.86 feet and whose chord bears North 44°31'39" East, 90.21 feet to the Point of Beginning, more specifically, of the property located at 11590 West Meadowview Drive, bearing Tax Key No. 891-1081-000, Bear Development, LLC, applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on October 9, 2025, 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 condominium plat is appropriate for approval pursuant to law upon certain conditions and is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
LOT 81, A CONDOMINIUM
RESOLUTION NO. 2025-_____

Page 2

will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for Lot 81, a Condominium, as submitted by Bear Development, 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 Condominium Plat be rectified, all prior to the recording of the Condominium Plat.
2. Bear Development, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Lot 81, a Condominium 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.
3. The approval granted hereunder is conditional upon Bear Development, LLC, applicant, and the Lot 81, a Condominium development for the property located at 11590 West Meadowview Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The Lot 81, a Condominium development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. Plan Commission approval of the concurrently submitted Site Plan Application shall be obtained prior to recording the Condominium Plat with the Milwaukee County Register of Deeds.
6. A Certified Survey Map shall be approved to dedicate the public right-of-way as shown on the Condominium Plat prior to plat recording.
7. A Conservation Easement, consistent with the boundary as shown on the Condominium Plat, shall be approved by the Common Council and recorded with the Milwaukee County Register of Deeds, prior to or at the time of recording the Condominium Plat
8. The declaration of deed restrictions and protective covenants for the condominium shall

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
LOT 81, A CONDOMINIUM
RESOLUTION NO. 2025-_____

Page 3

be provided for City Attorney review prior to recording of the Condominium Plat pursuant to Section 15-7.0603D. of the UDO.

9. This Condominium Plat shall be recorded with the Milwaukee County Register of Deeds prior to the issuance of building permits.
10. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development
11. Pursuant to the Unified Development Ordinance Section 15-7.0601, a condominium plat shall be required for the establishment of a condominium.

BE IT FURTHER RESOLVED, that the Condominium Plat for Lot 81, a Condominium 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 condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for Lot 81, a Condominium 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 21st day of October, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of October, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

SIGNED _____ AUGUST 20, 2025
JOHN P. KONDACKI PROFESSIONAL LAND SURVEYOR S-2461

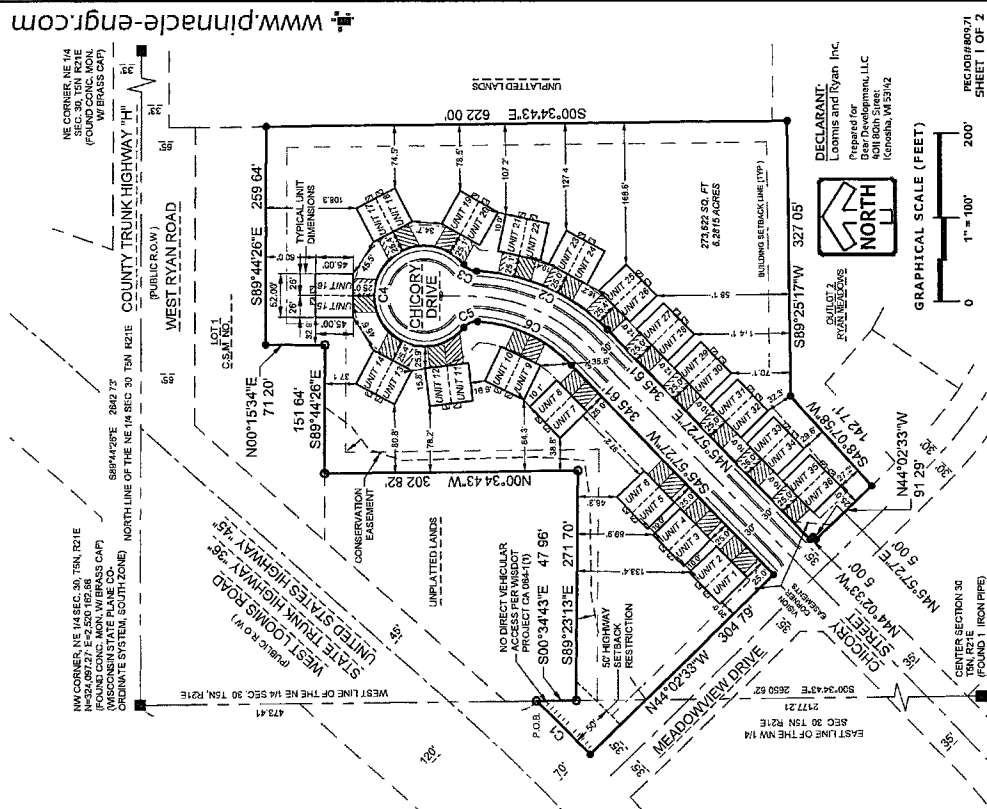
[illegible]

CURVE TABLE				
CURVE NO	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	90.22'	1979.86'	N44°31'38" E	90.21
C2	175.59'	239.00'	N24°05'12" E	171.36'
C3	17.28	20.00	N28°57'48" E	16.74
C4	295.90'	60.00'	S89°34'11" E	75.08'
C5	18.84	20.00'	S23°45'18" E	18.24
C6	126.25	170.00'	S24°40'56" W	123.37'

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

RAFTED BY ST



DECLARANT:
Loomis and Ryan Inc.
Prepared for
Gear Development, LLC
4011 80th Street
Kenosha, WI 53142

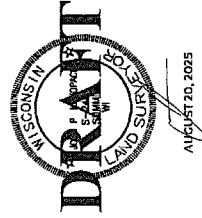
GRAPHICAL SCALE (FEET)

200'

PEG JOB#809.71
SHEET 1 OF 2

in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

UNIT	1	Chicoory Drive,	Franklin, WI
UNIT	2	Chicoory Drive,	Franklin, WI
UNIT	3	Chicoory Drive,	Franklin, WI
UNIT	4	Chicoory Drive,	Franklin, WI
UNIT	5	Chicoory Drive,	Franklin, WI
UNIT	6	Chicoory Drive,	Franklin, WI
UNIT	7	Chicoory Drive,	Franklin, WI
UNIT	8	Chicoory Drive,	Franklin, WI
UNIT	9	Chicoory Drive,	Franklin, WI
UNIT	10	Chicoory Drive,	Franklin, WI
UNIT	11	Chicoory Drive,	Franklin, WI
UNIT	12	Chicoory Drive,	Franklin, WI
UNIT	13	Chicoory Drive,	Franklin, WI
UNIT	14	Chicoory Drive,	Franklin, WI
UNIT	15	Chicoory Drive,	Franklin, WI
UNIT	16	Chicoory Drive,	Franklin, WI
UNIT	17	Chicoory Drive,	Franklin, WI
UNIT	18	Chicoory Drive,	Franklin, WI
UNIT	19	Chicoory Drive,	Franklin, WI
UNIT	20	Chicoory Drive,	Franklin, WI
UNIT	21	Chicoory Drive,	Franklin, WI
UNIT	22	Chicoory Drive,	Franklin, WI
UNIT	23	Chicoory Drive,	Franklin, WI
UNIT	24	Chicoory Drive,	Franklin, WI
UNIT	25	Chicoory Drive,	Franklin, WI
UNIT	26	Chicoory Drive,	Franklin, WI
UNIT	27	Chicoory Drive,	Franklin, WI
UNIT	28	Chicoory Drive,	Franklin, WI
UNIT	29	Chicoory Drive,	Franklin, WI
UNIT	30	Chicoory Drive,	Franklin, WI
UNIT	31	Chicoory Drive,	Franklin, WI
UNIT	32	Chicoory Drive,	Franklin, WI
UNIT	33	Chicoory Drive,	Franklin, WI
UNIT	34	Chicoory Drive,	Franklin, WI
UNIT	35	Chicoory Drive,	Franklin, WI
UNIT	36	Chicoory Drive,	Franklin, WI



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

Being a part of Lot 2 of Certified Survey Map No. _____ as recorded in the Register of Deeds office for Milwaukee County as Document No. _____ located in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 36, T42N30E, R10E, S42E, East along the west line of said Northeast 1/4 473.41 feet to the plat of Ryan Meadows, the southeasterly right of way line of West Loomis Road, United States Highway 45 and the Point of Beginning.

[illegible]

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/21/2025
REPORTS & RECOMMENDATIONS	Ordinance to amend Section 15-3.0447 of the Franklin Unified Development Ordinance Planned Development District No. 42 (Poets General) to amend uses, density, development standards, exhibits, and conditions of approval (approximately 7154 South 76th Street)	ITEM NUMBER G. 6. Ald. Dist. #5
At its October 9, 2025, regular meeting, the Plan Commission recommended approval of the attached ordinance to amend Section 15-3.0447 of the Franklin Unified Development Ordinance Planned Development District No. 42 (Poets General) to amend uses, density, development standards, exhibits, and conditions of approval (approximately 7154 South 76th Street. The vote was 5-0-1, five 'ayes', no 'noes' and one absent. COUNCIL ACTION REQUESTED A motion to adopt Ordinance No. 2025-_____, to amend Section 15-3.0447 of the Franklin Unified Development Ordinance Planned Development District No. 42 (Poets General) to amend uses, density, development standards, exhibits, and conditions of approval (approximately 7154 South 76th Street).		

Department of City Development: NJF

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND SECTION 15-3.0447 OF THE FRANKLIN UNIFIED
DEVELOPMENT ORDINANCE PLANNED
DEVELOPMENT DISTRICT NO. 42 (*POTHS GENERAL*) TO AMEND USES, DENSITY,
DEVELOPMENT STANDARDS, EXHIBITS, AND CONDITIONS OF APPROVAL
(APPROXIMATELY 7154 SOUTH 76TH STREET)

WHEREAS, Section 15-3.0447 of the Unified Development Ordinance provides for and regulates Planned Development District No. 42 (Poths General), same having been created by Ordinance No. 2023-2546 and amended by Ordinance No. 2024-2576, with such District primarily being located at approximately 7154 South 76th Street, bearing Tax Key Nos. 756 9993 012, 756 9993 016, and 756 9993 021, and is more particularly described below; and

PARCEL A:

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

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

Tax Key Number: 756-9993-021

PARCEL B:

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

Tax Key Number: 756-9993-016

PARCEL C:

Outlot 1 of Certified Survey Map No. 5401, recorded on April 2, 1990, on Reel 2434, Images 436 to 439 inclusive, as Document No. 6366765, a redivision of Parcel 1 of Certified Survey Map No. 4828, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key Number: 756-9993-012

WHEREAS, a Public Hearing was held before the Plan Commission on the 9th day of October, 2025, and the Plan Commission having reviewed the Planned Development District No. 42 major amendment and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District Amendment, and having recommended to the Common Council that the amendment of Planned Development District No. 42 be approved; and

WHEREAS, Exhibit A, the Proposed Site Plan, has been modified to reflect a mixed-use residential development concept consistent with the District Intent, General Requirements, and Development Standards of Planned Development District No. 42; and,

WHEREAS, the language within Planned Development District No. 42 has been modified to ensure consistency with the 2025 City of Franklin Unified Development Ordinance;

WHEREAS, the City of Franklin Plan Commission on the 9th day of October, 2025, having reviewed the proposed amendment to Planned Development District No. 42 and thereafter having recommended to the Common Council that the proposed amendment be approved subject to the conditions and restrictions included herewith; and

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

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

SECTION 1: Section 15-3.0447 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended and recreated as follows:

Section 15-3.0447 PLANNED DEVELOPMENT DISTRICT NO. 42 (*POTHS GENERAL*)

A. Development Scope.

This Planned Development District shall be constructed, operated and maintained in conformance with the following listed Exhibits, all containing matters approved hereunder or by the separate approval of the Common Council as set forth below, and all applicable terms and provisions of the Municipal Code and the Unified Development Ordinance not enumerated herein and not contrary to the terms or provisions of this Ordinance, including, but not limited to such permits as are required under Section 15-8-08 (UDO Attachment 4), as well as the Development Agreement required as a condition of approval of Exhibit A, below. The plans contained in the following listed Exhibits may be adjusted in minor detail and so noted prior to construction upon the written approval of the City Engineer or City Planning Manager in order to comply with all of the conditions of this Ordinance. The Developer of this Planned Development District is as set forth below.

1. **Exhibit A:** Proposed Site Plan entitled “Poths General - Franklin Masterplan”, dated-stamped September 5, 2025.
2. **Exhibit B:** Site Intensity and Capacity Calculations, dated-stamped October 15, 2025.
3. **Exhibit C:** Natural Resource Protection Plan prepared by The Sigma Group dated September 23, 2025.
4. **Exhibit D:** Landscape Plan prepared by The Sigma Group dated October 8, 2025.

5. **Developer:** Land by Label, LLC.

- B. **District Intent.** It is the intent of the Planned Development District No. 42 (*Poths General*) to allow for the development of commercial retail sales and services and multi-family residential uses.
- C. **General Requirements.** The site shall be developed in substantial compliance with the district standards and specific development standards for the Planned Development District No. 42 (*Poths General*) set forth in this Ordinance.
- D. **Permitted Uses.** The following uses are hereby permitted within the parameters as set forth below and referenced on Exhibit "A".
1. Multi-family residential use within buildings A, B, C, D, E, F, G, H and I.
 2. Any use within the commercial buildings shall be a use consistent with the permitted uses in the B-G General Business District of the City of Franklin Unified Development Ordinance, as may be amended from time to time.
 3. Hardware store or any use consistent with the permitted uses in the B-G General Business District of the City of Franklin Unified Development Ordinance within the building labeled as "Renovated Portion of 1-Story Strip Mall" on Exhibit "A".
 4. Essential services as defined in the City of Franklin Unified Development Ordinance.
- E. **Conditional Uses.** The following uses are hereby allowed when approved as Conditional Use within the parameters set forth in the Unified Development Ordinance, this Planned Development District No. 42, and as referenced on Exhibit "A".
1. Any conditional use within the commercial buildings shall be a conditional use consistent with the uses in the B-G General Business District of the City of Franklin Unified Development Ordinance, as may be amended from time to time.
- F. **Prohibited Uses.** All uses not listed as a permitted use, Conditional Use or Temporary use thereto within the B-G General Business District or this Planned Development District No. 42.
- G. **Accessory Uses.** The following uses are allowed provided the principal structure is present or under construction on the lot or parcel:
1. Amenities depicted on Exhibit "A", specifically plaza, dog park, outdoor dining, clubhouse, swimming pool and grill area.
 2. Off-street parking as required in the City of Franklin Unified Development Ordinance.
- H. **Non-residential Development Standards.** Commercial buildings and the "Renovated Portion of 1-Story Strip Mall" depicted as commercial on Exhibit "A" shall meet the following development standards:

1. Minimum lot area: 40,000 square feet
2. Maximum Impervious Coverage (%): 80%
3. Minimum front setback: 15 feet
4. Minimum side setback on corner lot: 15 feet
5. Minimum side setback: 10 feet
6. Minimum rear setback: 20 feet
7. Minimum setback from arterial roadways: 40 feet
(South 76th Street and Rawson Avenue)
8. Maximum building height,
 - Principal structure: 4.0/60 stories/ft
 - Accessory structure: 1.0/25 stories/ft

I. **Residential Development Standards.** Buildings A, B, C, D, E, F,G, H and I depicted on Exhibit “A” shall meet the following development standards:

1. Minimum lot area: 40,000 square feet
2. Maximum Impervious Coverage (%): 60%
3. Minimum lot area per unit: 2,200 square feet
4. Minimum front setback: 15 feet
5. Minimum side setback on corner lot: 15 feet
6. Minimum side setback: 10 feet
7. Minimum rear setback: 20 feet
8. Minimum setback from arterial roadways: 40 feet
(South 76th Street and Rawson Avenue)
9. Maximum building height,
 - Principal structure: 4.0/60 stories/ft
 - Accessory structure: 1.0/25 stories/ft

J. **Parking.** The maximum number of parking spaces shall conform to the quantity shown and table referenced on Exhibit “A”, unless otherwise approved in writing by the Plan Commission. No parking shall be allowed within the parking setback of 30 feet from a residential zoning district or 10 feet from a commercial zoning district. No parking setback is required when abutting another property zoned PDD No. 42.

K. **Landscaping.** The minimum quantity of plantings to be provided, including in bufferyards and inclusive of required mitigation as depicted on Exhibit C –

Natural Resource Protection Plan, as part of the Landscape Plan for PDD No. 42 shall be in substantial conformance with the Landscape Plans dated October 8, 2025:

Canopy/Shade Trees: 184
Evergreen/Ornamental Trees: 336
Evergreen/Large Deciduous Shrubs: 558
Small Shrubs/Perennial Grasses: 1,558

Except for the minimum number of plantings required within Table 15-5.04(A), all other standards of Section 15-5-04 of the Unified Development Ordinance shall be met, unless inconsistent with the quantities of plantings required above.

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

L. **Conditions of Approval.** The approval of the Planned Development District No. 42 Amendment is conditioned upon the subsequent submittal and approval of more specific and detailed plans. The conditions of general approval for Planned Development District No. 42 POTHS GENERAL are listed below:

1. The applicant shall be responsible for filing a Certified Survey Map or Preliminary Plat of Subdivision consistent with all requirements of the Unified Development Ordinance and this Planned Development District.
2. The applicant shall be responsible for filing a Subdivision Development Agreement consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for the Certified Survey Map or Final Subdivision Plat. Said Subdivision Development Agreement shall be subject to review and approval by the Common Council.
3. The applicant shall be responsible for filing Site Plans and/or Conditional Uses consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for each individual lot resulting from the eventual Certified Survey Map or subdivision plat.
4. Grading, stormwater management, erosion control and utility plans shall be subject to review by the Engineering Department.
5. This ordinance is not approving any of the impacts to protected natural resources indicated on Exhibit "C" Natural Resource Protection Plan. The applicant shall be responsible for filing a Minor Site Plan Amendment application for staff review and approval of the woodland impacts onsite. Compensation shall be provided as required by the Unified Development Ordinance. A Natural Resource Special Exception Application shall be submitted if off-site mitigation is proposed.
6. All protected natural resources indicated in the Natural Resource Protection Plan, including wetlands, wetland buffers, wetland setbacks and woodlands shall be

protected by a conservation easement in accordance with the Unified Development Ordinance.

7. In the event that no building permit has been issued for any one of the structures in this Planned Development District; prior to the expiration of 24 months from the date of enactment of this Ordinance No. 2025-_____, and allowing a three month extension thereto if requested by the applicant and approved by the Common Council prior to the expiration of the 24 months, the zoning designation shall revert back to the zoning for the subject parcel(s) which existed prior to the effective date of this Ordinance.
8. The applicant shall complete all recommended modifications listed in Part F of the Traffic Impact Analysis dated August 25, 2025 prior to issuance of any occupancy permits.
9. Signage shall require separate sign review and sign permits prior to installation. All signage must comply with the City's sign regulations.

SECTION 2: All other applicable terms and provisions of §15-3.0447, shall apply to Planned Development District No. 42 (Poths General) mixed-use development located at approximately 7154 South 76th Street, and all terms and provisions of §15-3.0447 as existing immediately prior to the adoption of this Ordinance, except as amended hereunder, shall remain in full force and effect.

SECTION 3: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

SECTION 5: 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 _____, 2025, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

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ORDINANCE NO. 20235-_____

AN ORDINANCE TO ~~AMEND~~ ~~CREATE~~ SECTION 15-3.0447 OF THE FRANKLIN
UNIFIED DEVELOPMENT ORDINANCE ~~ESTABLISHING~~ PLANNED
DEVELOPMENT DISTRICT NO. 42 (*POTHS GENERAL*) TO AMEND FOR A MINOR
~~AMENDMENT~~ USES, DENSITY, DEVELOPMENT STANDARDS, EXHIBITS, AND
CONDITIONS OF APPROVAL ~~TO THE SITE PLAN~~ AND TO
REZONE PROPERTY FROM B-3 COMMUNITY BUSINESS DISTRICT
AND R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT
TO PLANNED DEVELOPMENT DISTRICT NO. 42
(APPROXIMATELY 7154 SOUTH 76TH STREET)

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WHEREAS, a petition for zoning change having been filed to change the zoning on a tract of land (3 parcels) from B-3 Community Business District and R-6 Suburban Single-Family Residence District to a Planned Development District, which tract of land is located at approximately 7154 South 76th Street, bearing Tax Key Nos. 756-9993-021, 756-9993-016 and 756-9993-012, and which is more particularly described below; and

WHEREAS, the Plan Commission having determined that the proposed Planned Development District No. 42 (*Poths General*) is in conformance with the City of Franklin Comprehensive Master Plan and contains more than 3 acres; and

WHEREAS, a Public Hearing was held before the Plan Commission on the 18th day of May, 2023, and the Plan Commission having reviewed the Planned Development District No. 42 petition and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District, and having recommended to the Common Council that the creation of Planned Development District No. 42 be approved; and

WHEREAS, the Common Council having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create Planned Development District No. 42 will promote the health, safety and welfare of the Community;

WHEREAS, Section 15-3.0447 of the Unified Development Ordinance provides for and regulates Planned Development District No. 42 (*Poths General*), same having been created by Ordinance No. 2023-2546 and amended by Ordinance No. 2024-2576, with such District primarily being located at approximately 7154 South 76th Street, bearing Tax Key Nos. 756-9993-012, 756-9993-016, and 756-9993-021, and is more particularly described below; and

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

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SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the properties described below be changed from B-3 Community Business District and R-6 Suburban

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~~Single-Family Residence District to Planned Development District No. 42 (Poets General) as is created under SECTION 2 of this ordinance:~~

PARCEL A:

Parcel 2 of Certified Survey Map No. 8318, recorded on January 6, 2011, as Document No. 9956357, a division of Parcel 1 of Certified Survey Map No. 6313, being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.
Property Address: 7154 South 76th Street, Franklin, WI 53132
Tax Key Number: 756-9993-021

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PARCEL B:

Outlot 1 of Certified Survey Map No. 6313, recorded on December 27, 1996, on Reel 3956, Images 849 to 851 inclusive, as Document No. 7307525, being a redivision of Parcel 2 of Certified Survey Map No. 4828, and Outlot 1 of Certified Survey Map No. 5689, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.
Tax Key Number: 756-9993-016

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PARCEL C:

Outlot 1 of Certified Survey Map No. 5401, recorded on April 2, 1990, on Reel 2434, Images 436 to 439 inclusive, as Document No. 6366765, a redivision of Parcel 1 of Certified Survey Map No. 4828, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.
Tax Key Number: 756-9993-012

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WHEREAS, a Public Hearing was held before the Plan Commission on the 9th day of October, 2025, and the Plan Commission having reviewed the Planned Development District No. 42 major amendment and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District Amendment, and having recommended to the Common Council that the amendment of Planned Development District No. 42 be approved; and

WHEREAS, Exhibit A, the Proposed Site Plan, has been modified to reflect a mixed-use residential development concept consistent with the District Intent, General Requirements, and Development Standards of Planned Development District No. 42; and,

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WHEREAS, the language within Planned Development District No. 42 has been modified to ensure consistency with the 2025 City of Franklin Unified Development Ordinance;

WHEREAS, the City of Franklin Plan Commission on the 9th^{9th} day of October, 2025, having reviewed the proposed amendment to Planned Development District No. 42 and thereafter having recommended to the Common Council that the proposed amendment be approved subject to the conditions and restrictions included herewith; and

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WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission, and having determined that the proposed amendment to

Planned Development District No. 42 is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

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

SECTION 1: SECTION 2:

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Section 15-3.0447 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended and recreated as follows:

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Section 15-3.0447 PLANNED DEVELOPMENT DISTRICT NO. 42 (POTHS GENERAL)

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A. Development Scope.

Exhibits.

This Planned Development District shall be constructed, operated and maintained in conformance with the following listed Exhibits, all containing matters approved hereunder or by the separate approval of the Common Council as set forth below, and all applicable terms and provisions of the Municipal Code and the Unified Development Ordinance not enumerated herein and not contrary to the terms or provisions of this Ordinance, including, but not limited to such permits as are required under Section 15-8-08 (UDO Attachment 4) Division 15-8.0200 Construction, Division 15-8.0300 Construction Site Erosion Control and Division 15-8.0600, as well as the Development Agreement required as a condition of approval of Exhibit A, below. The plans contained in the following listed Exhibits may be adjusted in minor detail and so noted prior to construction upon the written approval of the City Engineer or City Planning Manager in order to comply with all of the conditions of this Ordinance. The Developer of this Planned Development District is as set forth below.

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1. Exhibit A: Concept-Proposed Site Plan entitled “Poths General Apartments- Franklin Masterplan”, dated-stamped May-September 35, 20235.

2. Exhibit B: Site Intensity Calculation Site Plan, dated-stamped May 3, 2023.

32. Exhibit BC: Site Intensity and Capacity Calculations, dated-stamped October 15-May September 35, 20253.

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43. Exhibit CD: Natural Resource Protection Plan prepared by The Sigma Group dated May-September 23, 15, 20235.

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4. Exhibit D: Landscape Plan prepared by The Sigma Group dated October 8-September 5, 2025.

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55. Developer: Land by Label, LLC.

B. **District Intent.** It is the intent of the Planned Development District No. 42 (*Poths General*) to allow for the development of commercial retail sales and services, hotel and multi-family residential uses.

C. **General Requirements.** The site shall be developed in substantial compliance with the district standards and specific development standards for the Planned Development District No. 42 (*Poths General*) set forth in this Ordinance.

D. **Permitted Uses.** The following uses are hereby permitted within the parameters as set forth below and referenced on Exhibit "A".

1. Multi-family residential use within buildings A, B, C, D, E, F, ~~and G~~, H and I.
2. Any use within the commercial ~~area of~~ buildings ~~A and B~~ shall be a use consistent with the permitted uses in the ~~B-3 Community~~ B-G General Business District of the City of Franklin Unified Development Ordinance, as may be amended from time to time. ~~Commercial uses are only permitted in buildings A and B, limited to the ground floor level.~~

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~~Hotel Inn as defined in the City of Franklin Unified Development Ordinance within building H.~~

3. Hardware store or any use consistent with the permitted uses in the ~~B-3G Community~~ General Business District of the City of Franklin Unified Development Ordinance within the building labeled as "~~Ace Hardware~~ Renovated Portion of 1-Story Strip Mall" on Exhibit "A".

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4. Essential services as defined in the City of Franklin Unified Development Ordinance.

E. **Special Conditional Uses.** The following uses are hereby allowed when approved as ~~Special Conditional~~ Use within the parameters set forth in the Unified Development Ordinance, this Planned Development District No. 42, and as referenced on Exhibit "A".

1. ~~Any special conditional~~ use within the commercial ~~area of~~ buildings ~~A and B~~ shall be a ~~special conditional~~ use consistent with the uses in the ~~B-3-G Community~~ General Business District of the City of Franklin Unified Development Ordinance, as may be amended from time to time.

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~~Any building over four stories or 60 feet in height.~~

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F. **Prohibited Uses.** All uses not listed as a permitted use, ~~special use~~ Conditional Use or ~~accessory-Temporary~~ use thereto within the ~~B-3G Community~~ General Business District or this Planned Development District No. 42.

G. **Accessory Uses.** The following uses are allowed provided the principal structure is present or under construction on the lot or parcel:

1. Amenities depicted on Exhibit "A", specifically ~~pavilion~~, plaza, ~~dog park~~, ~~food truck~~, ~~plaza~~, ~~identity beacon~~, ~~ice skating rink~~, ~~restrooms~~, outdoor dining, ~~splash pad~~, clubhouse, swimming pool and grill area.
2. Off-street parking as required in the City of Franklin Unified Development

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Ordinance.

- H. **Non-residential Development Standards.** ~~Commercial areas of Buildings A and B; Building Commercial buildings H~~ and the ~~“Ace Hardware Renovated Portion of I-Story Strip Mall”~~ depicted as commercial on Exhibit ~~“BA”~~ shall meet the following development standards:

1. Minimum lot area: 40,000 square feet
2. Maximum Impervious Coverage (%): 80%
 - Minimum Landscape Surface Ratio (LSR): 0.45
 - Maximum Gross Floor Area Ratio (GFAR): 0.31
 - Maximum Net Floor Area Ratio (GFAR): 0.57
3. Minimum front setback: 15 feet
4. Minimum side setback on corner lot: 15 feet
5. Minimum side setback: 10 feet
6. Minimum rear setback: 20 feet
7. Minimum setback from arterial roadways: 40 feet
(South 76th Street and Rawson Avenue)
8. Maximum building height:
 - Principal structure: 4.0/60 stories/ft
 - Accessory structure: 1.0/25 stories/ft

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- I. **Residential Development Standards.** ~~Residential areas of Buildings A and B; Buildings A, B, C, D, E, F, and G, H and I~~ depicted as residential on Exhibit ~~“AB”~~ shall meet the following development standards:

1. Minimum lot area: 40,000 square feet
2. Maximum Impervious Coverage (%): 60%
3. Minimum lot area per unit: 2,200 square feet
 - Minimum Open Space Ratio (OSR): 0.35
 - Maximum Gross Density (GD): 30 dwelling unit/acre
 - Maximum Net Density (ND): 45 dwelling unit/acre
4. Minimum front setback: 15 feet
5. Minimum side setback on corner lot: 15 feet
6. Minimum side setback: 10 feet
7. Minimum rear setback: 20 feet

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8. Minimum setback from arterial roadways: 40 feet
(South 76th Street and Rawson Avenue)
9. Maximum building height,
 - Principal structure: 4.0/60 stories/ft
 - Accessory structure: 1.0/25 stories/ft

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J. Parking. The minimum number of parking spaces shall comply with the requirements of the Unified Development Ordinance, and the maximum number of parking spaces shall conform to the quantity shown and table referenced on Exhibit "A", unless otherwise approved in writing by the Plan Commission. No parking shall be allowed within the parking setback of 30 feet from a residential zoning district or 10 feet from a commercial zoning district. No parking setback is required when abutting another property zoned PDD No. 42.

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K. Landscaping. The minimum quantity of plantings to be provided, including in bufferyards and inclusive of required mitigation as depicted on Exhibit C – Natural Resource Protection Plan, as part of the Landscape Plan for PDD No. 42 shall be in substantial conformance with the Landscape Plans dated September 5 October 8, 2025.

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Canopy/Shade Trees: 150184

Evergreen/Ornamental Trees: 200336

Evergreen/Large Deciduous Shrubs: 500558

Small Shrubs/Perennial Grasses: 15001558

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Except for the minimum number of plantings required within Table 15-5.04(A), all other standards of Section 15-5-04 of the Unified Development Ordinance shall be met, unless inconsistent with the quantities of plantings required above.

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

L. Conditions of Approval. Pursuant to the Unified Development Ordinance Section 15-9-0208E.7.b.(1), a The general approval of the a-Planned Development District No. 42 Amendment is conditioned upon the subsequent submittal and approval of more specific and detailed plans. The conditions of general approval for Planned Development District No. 42 POTHS GENERAL are listed below:

1. The applicant shall be responsible for filing a Certified Survey Map or Preliminary Plat of Subdivision consistent with all requirements of the Unified Development Ordinance and this Planned Development District.
2. The applicant shall be responsible for filing a Subdivision Development Agreement consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for the Certified Survey Map or Final Subdivision Plat. Said Subdivision Development Agreement shall be subject to

review and approval by the Common Council.

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

3. The applicant shall be responsible for filing Site Plans and/or ~~Special Conditional~~ Uses consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for each individual lot resulting from the eventual Certified Survey Map or subdivision plat.
4. Grading, stormwater management, erosion control and utility plans shall be subject to review by the Engineering Department.
5. This ordinance is not approving any of the impacts to protected natural resources indicated on Exhibit "~~CD~~" Natural Resource Protection Plan. The applicant shall be responsible for filing a Minor Site Plan Amendment~~Natural Resource Special Exception~~ application for staff review and approval of the woodland impacts onsite. Compensation shall be provided as required by ~~if required, that is consistent with all regulations of the Unified Development Ordinance. A Natural Resource Special Exception Application shall be submitted if off-site mitigation is proposed.~~
6. All protected natural resources indicated in the Natural Resource Protection Plan, including wetlands, wetland buffers, wetland setbacks and woodlands shall be protected by a conservation easement in accordance with the Unified Development Ordinance.
7. In the event that no building permit has been issued for any one of the structures in this Planned Development District; prior to the expiration of 24 months from the date of enactment of this Ordinance No. 2025-~~_____~~, and allowing a three month extension thereto if requested by the applicant and approved by the Common Council prior to the expiration of the 24 months, the zoning designation shall revert back to the zoning for the subject parcel(s) which existed prior to the effective date of this Ordinance.
8. The applicant shall complete all recommended modifications listed in Part F of the submit a Traffic Impact Analysis dated August 25, 2025 prior to issuance of any occupancy permit of this development at the time detailed site plans or land division applications are provided for review.
9. All signs~~Signage shall require separate sign review and sign permits prior to installation. All signage must comply with the City's sign regulations, including the identity beacon depicted on Exhibit "A", must comply with the city's sign regulations and will require a separate approval.~~

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~~The applicant shall be responsible for revising the location of Building A or any other building to meet the 40-foot building setback from arterial roadways (South 76th Street and West Rawson Avenue) set forth in Section 15-5.0108B. of the Unified Development Ordinance.~~

~~The applicant shall be responsible for revising the location of parking lots to meet the parking setbacks set forth in Section 2.J. "Parking" of this ordinance.~~

SECTION 2: ~~All other applicable terms and provisions of §15-3.0447, shall apply to Planned Development District No. 42 (Poths General) mixed-use development located at approximately 7154 South 76th Street, and all terms and provisions of §15-3.0447 as existing immediately prior to the adoption of this Ordinance, except as amended hereunder, shall remain in full force and effect.~~

SECTION 33: ~~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.~~

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SECTION 44: ~~All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.~~

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SECTION 55: ~~This ordinance shall take effect and be in force from and after its passage and publication.~~

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Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2023~~5~~, by Alderman _____.

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Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2023~~5~~.

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APPROVED:

John R. Nelson, Mayor

ATTEST:

~~Karen L. Kastenson~~ Shirley J. Roberts, City Clerk

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AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of October 9, 2025

Major Planned Development District Amendment and Major Site Plan Amendment

RECOMMENDATION: City Development Staff recommends approval of the Major PDD Amendment and Major Site Plan Amendment applications related to the Poths General mixed-use development.

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

Introduction/Background

Please note:

- Recommendations are *underlined, in italics* and are included in the draft resolution and ordinance.
- Suggestions are underlined and are not included in the draft resolution and ordinance.

The applicant filed a Major Planned Development District Amendment and Major Site Plan Application for the Poths General Development as required by Sections 10-07B and 9-03B5.c. of the Unified Development Ordinance (UDO).

The applicant is proposing substantial revisions to PDD No. 42 as well as site and building changes. Below is a general summary of these changes.

- A reduction in density from a maximum of 500 dwelling units to a maximum of 310 dwelling units.
- A change to the site plan and reduction in building height. The original site plan included six to seven 4-story buildings. The updated plan includes one 3-story building and eight 2-story buildings.
- An increase in commercial space. The site plan previously contained 25,000 square feet of commercial space. The revised plan consists of approximately 50,000 square feet.
- An increase in setbacks from adjacent single-family uses. The current site plan includes a building setback of about 100-feet. The previous site plan had buildings as close as 30-feet to the adjacent residential development to the east.
- A reduction in parking from approximately 1,000 parking spaces to 783 parking spaces.

These revisions also result in corresponding site design changes, such as landscaping, parking locations, and stormwater management.

Planned Development District (PDD) Amendment

The text revisions of PDD No. 42 can be found in the attached draft ordinance. There is both a tracked change version and a clean version. Below is a summary of these changes.

- Exhibit dates updated.
- Allowed uses changed to reflect current building configuration and lettering.
- References the newly created B-G General District, opposed to the former B-3 District.
- “Hotel Inn” removed as an allowed use.
- Accessory uses updated to allow a plaza, dog park, outdoor dining, clubhouse, swimming pool and grill area. Uses removed include pavilion, food truck plaza, identity beacon, ice skating rink, restrooms, and splash pad.
- Non-residential development standards revised as follows:
 - Requires a maximum allowed lot coverage of 80%.
 - Removes LSR of 0.45, GFAR of 0.31, and NFAR of 0.57.
- Residential development standards updated as follows:
 - Requires a maximum lot coverage of 60%.
 - Requires a minimum lot area per unit of 2,200 square feet.
 - Removes OSR of 0.35, GD of 30 dwelling units per acre and ND of 45 dwelling units per acre.
- Parking minimums were eliminated and now limits the maximum amount of parking provided.
- Landscape quantities revised in accordance with the currently proposed Landscape Plan.
- Updates to the conditions of approval. See list in draft ordinance.

Project Description/Analysis

Upon review of the Plan Commission submittal, received on September 29, 2025, the attached plans are in compliance and consistent with the proposed revisions of PDD No. 42.

Site Plan

The revised site plan generally consists of the following:

- apartments including a clubhouse, swimming pool, and leasing center and management offices;
- approximately 50,000 square feet of commercial tenant space;
- the existing Harry’s Ace Hardware; and

The apartments are located within multiple buildings. There is a larger building consisting of 124 units. There are also eight additional buildings consisting between 21 and 25 units. As previously indicated, the revised site plan includes 50,000 square feet of commercial space.

The applicant has eliminated the public square, which included a food truck plaza, splash pad, ice-skating rink, farmers/winter holiday market, and public restrooms.

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

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

Related to the site plan, staff recommends:

- A cross-access easement shall be provided for the connection to the property to the south.
- Retaining walls over four feet shall require Engineering Department review and approval.
- Vision clearance areas shall be shown on the site plan.

Traffic Impact Analysis (TIA)

A TIA was completed as recommended by the City in the initial review and adoption of PDD No. 42. The TIA includes recommendations that, if followed, would generally provide a Level of Service of D or better, except for Drive #7, which is the easternmost drive on W. Rawson Avenue across from the Root River Center which is expected to be a LOS E at peak hours. See the conclusion summary below.

With the addition of the Poths General development, traffic volumes are expected to increase along 76th Street and Rawson Avenue; however, all movements at the study area intersections are expected to operate efficiently with the recommended improvements, except the northbound and southbound movement on Driveway #7/Dental/Bowling Alley Driveway on Rawson Avenue, which is expected to operate at a LOS E during the weekday PM peak and Saturday midday peak hours. However, the expected 95th percentile queue only shows a one to two vehicle queue during these peak hours. In addition, traffic from the bowling alley (north side of Rawson Avenue) has two driveways and drivers could choose to make a right-turn from the eastern driveway and then make a U-turn at the Driveway #7/Bowling Alley western driveway intersection. Drivers from the south (Anderson Family Dental & Poths General development) could make a right-turn on Rawson Avenue and then make a U-turn at the next median opening. In addition, drivers from the Poths General development have different driveway alternatives, such as along 76th Street that would have less delay when exiting during the peak traffic hours.

The PDD ordinance includes a condition stating, “[t]he applicant shall complete all recommended modifications listed in Part F of the Traffic Impact Analysis dated August 25, 2025 prior to issuance of any occupancy permits.”

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

Parking

PDD No. 42 requires parking to comply with the quantity shown on Exhibit “A,” which is 783 parking spaces.

It can be noted that the UDO does not state a maximum parking requirement for multifamily buildings or multifamily complexes.

Commercial uses are currently unknown. Uses will likely be a mix of retail, eating and drinking establishments, and service uses. UDO maximum parking ratios for these uses are noted below.

- Multitenant shopping center: 1 per 200 square feet.

- Service uses: 1 per 300 square feet.
- Eating and drinking uses: 1 per 150 square feet.

According to the applicant, the commercial area of the PDD includes 292 parking spaces. The applicant has noted that the parking provided is to accommodate potential restaurant uses in addition to retail.

Landscape Plan

The PDD originally included a condition requiring a Landscape Plan as defined by the UDO. PDD No. 42 was then amended to require the quantities listed below. Note quantities are incorrect on the Landscape Plan.

- Ordinance 2023-2576 (adopted January 3, 2024)
 - Canopy/Shade Trees: 225
 - Evergreen Trees: 260
 - Decorative Trees: 205
 - Shrubs: 1,500

The current landscape plan includes:

- Canopy/Shade Trees: 150
- Evergreen/Ornamental Trees: 260
- Evergreen/Large Deciduous Shrubs: 500
- Small Shrubs/Perennial Grasses: 1,500

For comparison purposes, the UDO requires 1 planting of each type of planting listed in the table below per 5 provided parking spaces for retail uses.

For multi-family, 1.5 Canopy/Shade trees are required per dwelling unit and 1 Evergreen or Ornamental Tree and 1 Evergreen or Large Deciduous Shrub is required per dwelling unit. 3 Small Flowering Shrubs or Native Grasses/Forbs or Bioretention Plantings are required per dwelling unit.

Based upon 292 parking spaces provided for the commercial portion of the development and a maximum of 310 dwelling units, below lists the quantities required per the current UDO. Note that a 20% increase in plantings is also listed as the development abuts single-family residential homes. This does not give any credit for preserved plant materials.

Tree Type	Proposed	Current UDO Requirement – Multi-Family (20% bufferyard increase)	Current UDO Requirement – Commercial (20% bufferyard increase)	Total Required
Canopy/Shade Trees	150	465 (558)	59 (71)	524 (629)
Evergreen/Ornamental	200	310 (372)	59 (71)	369 (443)
Evergreen Shrub or Large Deciduous Shrub	500	310 (372)	59 (71)	369 (443)

Small Flowering Shrub or Native Grasses/Forbs or Bioretention Plantings	1,500	930 (1,116)	59 (71)	989 (1,187)
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Regarding the landscape plan, staff recommends that:

- An additional row of plantings shall be provided adjacent to the dog park to better buffer from the adjacent uses to the south.
- The bufferyard areas shall be labeled on the Landscape Plan and noted that these areas are for plantings only and structures and impervious surfaces are prohibited.
- The type of irrigation provided shall be noted on the Landscape Plan to conform to Section 15-5-05D.
- A minimum 2-year plant replacement guaranty for all landscaping shall be provided and noted on the Landscape Plan.
- Plantings located within bufferyards shall be maintained and replaced in perpetuity.

Lighting Plan

An updated Lighting Plan, in conformance with Section 15-5-11 of the UDO, shall be provided for staff review and approval prior to issuance of a Building Permit.

Natural Resource Protection Plan (NRPP)

A NRPP is attached for review. The proposed site plan impacts 1.074 acres of woodlands, which requires 0.8055 acres of required mitigation area. Mitigation areas are shown on the updated NRPP. One area is located along the south property line along a required bufferyard. The other area is adjacent to Pond 1 in the northeast corner of the site.

The mitigation plan requires further review by staff. There are concerns with mitigation areas overlapping with bufferyards as well as the quantity of plantings provided. Staff recommends the condition below to allow for further review and the opportunity to work with the applicant on complying with mitigation standards.

This ordinance is not approving any of the impacts to protected natural resources indicated on Exhibit "C" Natural Resource Protection Plan. The applicant shall be responsible for filing a Minor Site Plan Amendment application for staff review and approval of the woodland impacts onsite. Compensation shall be provided as required by the Unified Development Ordinance. A Natural Resource Special Exception Application shall be submitted if off-site mitigation is proposed.

All protected natural resources indicated in the Natural Resource Protection Plan, including wetlands, wetland buffers, wetland setbacks and woodlands shall be protected by a conservation easement in accordance with the Unified Development Ordinance.

Architecture

Buildings have changed with the reduction of units; however, the same building materials and general architectural design is being utilized.

Staff recommends that building materials comply with Section 15-5-10B. and Table 15-5-10(B).

Staff also recommends that the applicant provide a rooftop mechanical screening plan for staff review and approval.

Signage

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

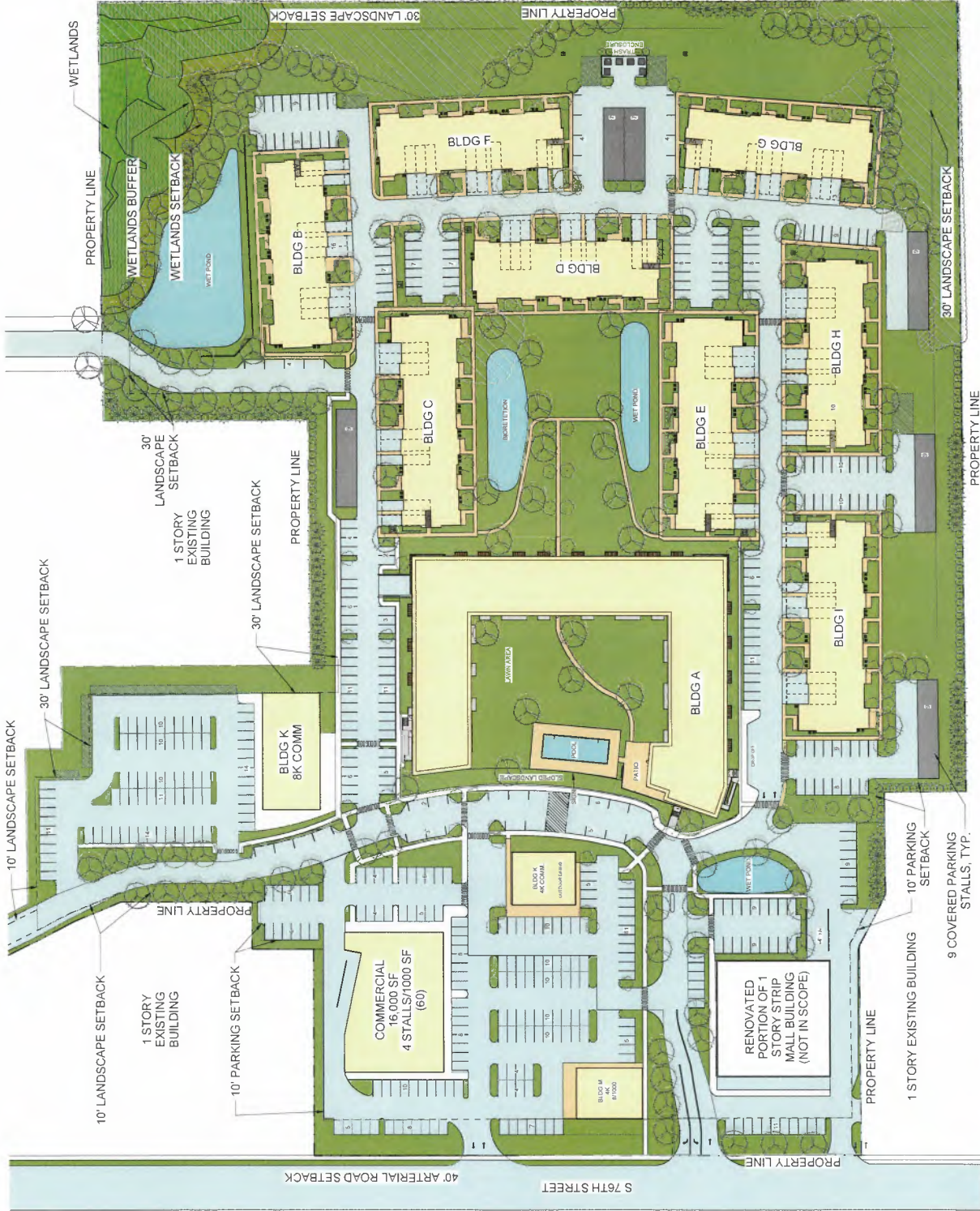
Storm water Management

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

Staff Recommendation:

City Development Staff recommends approval of the PDD Amendment for PDD No. 42, subject to the conditions in the draft ordinance.

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



GARDEN STYLE (B-J)

25 UNIT BUILDING (3)
 7(21) - 1BR @ 562-685
 6(18) - 1BR @ 750-864
 10(30) - 2BR @ 1089-1171
 2(6) - 3BR @ 1400-1480
 8 GARAGE STALLS (24)
 8 SURFACE STALLS (24)

21 UNIT BUILDING (5)
 5(25) - 1BR @ 562-685
 6(30) - 1BR @ 750-864
 8(40) - 2BR @ 1089-1188
 2(10) - 3BR @ 1400-1480
 8 GARAGE STALLS (40)
 8 SURFACE STALLS (40)

GS UNIT MIX
 16 - 1BR @ 540-630 9%
 78 - 1BR @ 540-865 43%
 70 - 2BR @ 1089-1185 39%
 16 - 3BR @ 1406-1482 9%
180 UNITS

GS PARKING
 64 ATTACHED GARAGE
 50 DETACHED GARAGE
 64 SLAB
 121 SURFACE
 299 STALLS/180 UNITS = 1.66

MID RISE BUILDING (A)
 12 - 1BR @ 549 10%
 52 - 1BR @ 708-714 42%
 47 - 2BR @ 1089-1185 38%
 13 - 3BR @ 1407-1482 10%
124 UNITS

MID RISE PARKING
 127 COVERED STALLS
 65 SURFACE STALLS
192 TOTAL STALLS/124 UNITS
1.55 STALLS/UNIT

TOTAL SITE MIX
 28 - 1BR @ 540-655 9%
 130 - 1BR @ 750 43%
 117 - 2BR @ 1089-1185 39%
 29 - 3BR @ 1407-1482 9%
304 UNITS

TOTAL RES PARKING
 241 COVERED STALLS
 250 SURFACE STALLS
491 TOTAL STALLS/304 UNITS
1.62 STALLS/UNIT



PROPOSED SITE PLAN

SCALE: 1" = 60'-0"
 POTIS GENERAL - FRANKLIN MASTERPLAN
 PROJECT #: 23103 | 030625

1 SITE PLAN
 1" = 50'-0"

SITE INFORMATION	
SITE AREA	106,927
SITE DISTURBED AREA	8,930
EXISTING IMPERVIOUS AREA	46,470
PROPOSED IMPERVIOUS AREA	9,781
PROPOSED GREENSPACE AREA	4,312
PROPOSED PARKING SPACES	131
PAVEMENT TYPE	ASPHALT
TOTAL SURFACE PARKING SPACES	343
ADJACENT SPACES PROVIDED	14

NOTE: ALL ROADWAYS WITHIN PROPOSED SITE ARE PRIVATE.

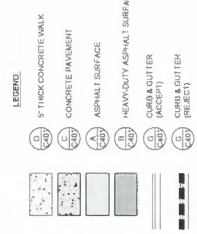


POTHS GENERAL DEVELOPMENT
FRANKLIN, WI 53132
OVERALL SITE PLAN

PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUANCE DATE	10/1/20
REVISION DATE	
DESIGN SUBMITTAL DATE	10/1/20

SCALE	1"=60'
PROJECT NO.	21775
SHEET NO.	205/100
DATE	10/1/20
DESIGNED BY	MM
CHECKED BY	CC
APPROVED BY	CTC
SHEET NO.	C100



GENERAL NOTES

- THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS. THE LOCATION AND DEPTH OF UTILITIES SHOWN ARE NOT TO BE GUARANTEED. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
- VERIFY ACTUAL LOCATIONS AND DEPTHS OF UTILITIES IN THE FIELD. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
- WORK TO BE COMPLETED INDICATED IN BOLD TYPE LINES AND BOLD TYPE LETTERS. WORK TO BE COMPLETED IN REGULAR TYPE LINES AND REGULAR TYPE LETTERS.
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- WORK WITHIN THE PUBLIC RIGHT OF WAY INCLUDING BUT NOT LIMITED TO DRIVEWAY OPENINGS, SIDEWALKS AND PARKING, SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPAL AND COUNTY ORDINANCES AND STANDARDS.
- EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.



CALL OUTS TO THE RIGHT OF THE DRAWING
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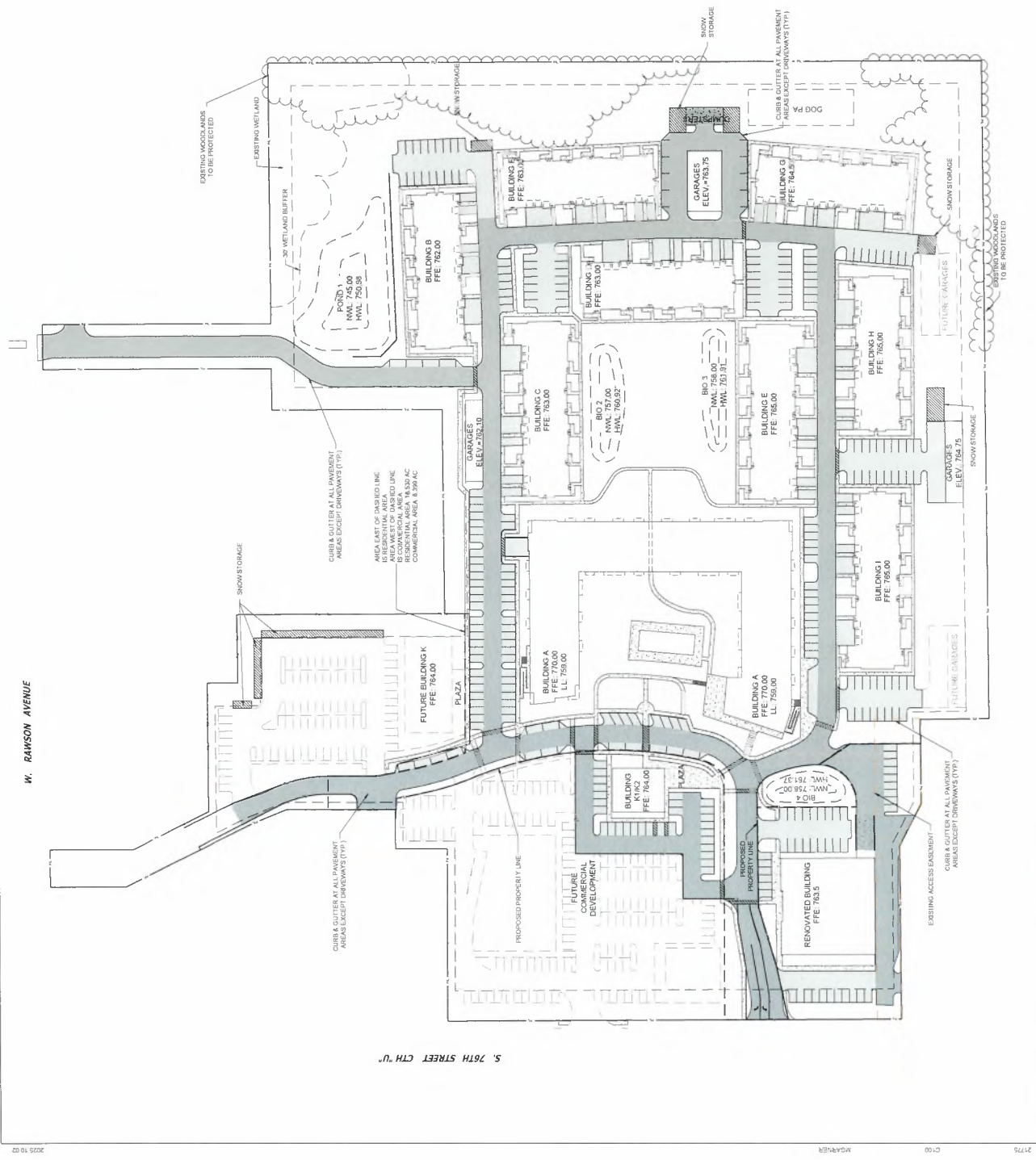


Exhibit B – Site Intensity Calculations

Site Intensity Calculations

Table 15-9-04(A)(4): Calculation of Natural Resource Protection Land Area	
Resource/Feature	Total land surface area of each Natural Resource feature (acres or square feet; use throughout)
a. SEWRPC Primary Environmental Corridor	0 acres
b. SEWRPC Secondary Environmental Corridor	0 acres
c. SEWRPC Isolated Natural Resource	0 acres
d. Surface Water or Wetland Buffer	0.262 acres
e. Woodland or Forest	2.419 acres
f. Wetland	0.167 acres
g. Degraded Wetland	0 acres
h. Lake or Pond	0 acres
i. Gross land surface area of natural resource features	(i) = Sum of (a) through (h) above 2.848 acres
j. Net Natural Resource Protection Land - Total area of the site lying within the boundaries of at least one Natural Resource feature (a) through (h)	1.774 acres (1.074 acres of impacted woodlands) Determine from map; total surface area lying within at least one Natural Resource Feature

Table 15-9-04(A)(5): Calculation of Base Site Area For Development			
Step	Land Area to Be Determined	Calculation	Area (Square feet or acres; use throughout)
a	Total gross site area (SF or acres; use throughout) determined through a boundary survey of the subject property		18.530 acres
b	Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites		0 acres
c	Land reserved for open space as part of a previously approved development or land division		0 acres
d	Land area to be reserved for parks and schools		0 acres
e	Net Natural Resource Protection Lands, row (j) from Table 15-3-01		1.774 acres
f	Net Buildable Area for Development = (a) – {sum (b+c+d+e)}		16.76 acres

Table 15-9-04(A)(6): Calculation of Site Capacity For Residential Uses

Land Area to Be Determined		Area (SF or acres; use throughout)
a. Net Buildable Area for Development, Row (f) from Table 15-9-04(A)(5)		a = row (f), Table 15-9-04(A)(5)
For multi-family units, if proposed:		
b. Number of units proposed: Up to 310	c. Minimum lot area per unit (Section 15-3.0447(l)(3)) 2,200 square feet	d = (b) x (c) Minimum land area required: 15.66 acres
For single-family units, if proposed:		
e. Number of units proposed:	f. Minimum lot area per unit (from Section 15-3-01)	g = (e) x (f) Minimum land area required:
Total minimum land area required shall not exceed net buildable area for development; check that (h) < (a)		h = (d) + (g) Total minimum land area required:

22.74 acres

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10-21-25
REPORTS & RECOMMENDATIONS	Franklin Farmer's Market	ITEM NUMBER G.7.
Discussion and possible presentation by Dawn Carrillo regarding an outdoor Franklin Farmer's Market. COUNCIL ACTION REQUESTED Discussion only.		

Mayor Nelson

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/21/2025
REPORTS AND RECOMMENDATIONS	A RESOLUTION AUTHORIZING THE FRANKLIN POLICE CHIEF TO ACCEPT THE FY25 COMMUNITY POLICING DEVELOPMENT: SUPPORTING AGENCIES SEEKING ACCREDITATION GRANT CONTRACT AND APPROVAL OF THE ACCREDITATION COORDINATOR JOB DESCRIPTION	ITEM NUMBER G. 8.

BACKGROUND:

The Franklin Police Department is seeking accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG) to meet and exceed our department's mission of providing high-quality service with integrity and honor. WILEAG is specifically tailored to the needs and capacities of Wisconsin agencies since 1996. WILEAG is a high-quality and affordable alternative to the Commission of Accreditation for Law Enforcement Agencies (CALEA). Enhancing officer safety, lowering liability risks, and providing a foundation for operational excellence are among the benefits of accreditation. The awarded federal funding will assist the department in achieving accreditation through a comprehensive plan that incorporates industry best practices, technology, staffing, and transparency. The accreditation process takes approximately two years to complete.

The implementation and management of the accreditation project will begin with assigning staff to support the department's efforts throughout the accreditation process. The chief of police will serve as the official project sponsor by providing direction and agency-wide support for the project. The chief will sign off on key policy decisions and governing body reports. An accreditation coordinator will be assigned to directly oversee and facilitate the accreditation process. The department is also seeking council approval of the attached job description of the accreditation coordinator (subject to approval by the personnel committee on 10/20/25).

The accreditation process encompasses various activities, including aligning state and national standards with existing agency initiatives, procuring policy management software, conducting gap analysis, planning resources, reviewing and developing policies, implementing policy, implementing training for those policies, organizing compliance documentation, hiring an accreditation coordinator, maintaining membership with WILEAG, facilitating community consultation and update sessions, performing internal audits, conducting mock assessment, and completing the on-site assessment with WILEAG for accreditation.

FISCAL NOTE:

The grant award will cover the following costs associated with the accreditation process over 2-years.

Civilian or Non-Sworn Personnel: **\$166,306.00 (Accreditation Coordinator)**

Procurement Contract Lexipol: **\$71,424.00**

Other Costs (WILEAG associated costs): **\$2,600.00**

TOTAL GRANT AWARD: \$240,330.00

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025 _____, A RESOLUTION AUTHORIZING THE FRANKLIN POLICE CHIEF TO ACCEPT THE FY25 COMMUNITY POLICING DEVELOPMENT: SUPPORTING AGENCIES SEEKING ACCREDITATION GRANT CONTRACT AND APPROVAL OF THE ACCREDITATION COORDINATOR JOB DESCRIPTION

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE FY25
COMMUNITY POLICING DEVELOPMENT: SUPPORTING AGENCIES SEEKING
ACCREDITATION GRANT AND APPROVAL OF THE ACCREDITATION
COORDINATOR JOB DESCRIPTION

WHEREAS, the Chief of Police having recommended approval of a grant awarded by the Department of Justice Office of Community Oriented Policing Services for supporting agencies seeking accreditation. Furthermore, the job description of the staffing position of Accreditation Coordinator.

WHEREAS, the proposed grant award agreement will provide funds over a period of two years in the value of \$240,330.00 towards the cost of the accreditation process; and

WHEREAS, the grant award will cover costs related to staff (Accreditation Coordinator), technology, and accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG); and

WHEREAS, the common council having considered such proposal and the resources currently available to obtain such needed staff, equipment and services, and the benefit to the Community from the provision of same and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Franklin Police Department be authorized to enter into the grant agreement with the Department of Justice Office of Community Oriented Policing Services, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, Chief of Police, Director of Finance and Treasurer and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of October, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of October, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES

NOES

ABSENT

CITY OF FRANKLIN
Job Description

Job Title: Accreditation Coordinator

Department: Police

Reports To: Assistant Chief of Police

Appointing Authority: Chief of Police

Salary Level: Grade 3

FLSA Status: Non-Exempt

Prepared By: Chief Craig Liermann

Prepared Date: 2025

Approved By:

Approved Date:

Summary

The Accreditation Coordinator is responsible for the coordination, development, implementation, and maintenance of the Police Department's accreditation and professional standards programs. This position ensures ongoing compliance with the standards set by the Commission on Accreditation for Law Enforcement Agencies (CALEA), the Wisconsin Law Enforcement Accreditation Group (WILEAG), or other applicable accrediting bodies. The Accreditation Coordinator works closely with command staff to promote best practices, maintain documentation, and support policy development and continuous organizational improvement.

Essential Duties and Responsibilities

- Serves as the department's accreditation coordinator, maintaining all files, proofs of compliance, and documentation required by accrediting agencies.
- Develops and manages the accreditation project plan, ensuring timely completion of all required tasks.
- Reviews departmental policies, procedures, and operations to ensure compliance with applicable accreditation standards.
- Prepares and coordinates mock assessments, self-assessments, and on-site accreditation reviews.
- Communicates regularly with the Chief of Police and command staff regarding accreditation progress, compliance status, and corrective actions.
- Develops and maintains a system for ongoing compliance, including document control and version tracking for policies and directives.
- Assists in the drafting and revision of policies, general orders, and directive to align with current accreditation standards and best practices.
- Trains and supports department personnel regarding accreditation processes, standards, and documentation requirements.

- Serves as the department's liaison to external accrediting bodies and represents the agency at professional meetings, training sessions, and conference related to accreditation and standards compliance.
- Conducts internal audits and assists with inspections, performance evaluations, and administrative reviews.
- Performs related duties as assigned.

Supervision

The Accreditation Coordinator works under the supervision, direction, and guidance of the Assistant Chief of Police, or duty supervisor in the absence of the Assistant Chief of Police.

Education and/or Experience

- High School Diploma or GED equivalent
- Bachelor's Degree preferred
- One year of clerical or program coordination work preferred
- Knowledge of law enforcement operations, policies, and administrative procedures preferred.
- Understanding of accreditation standards, compliance methodologies, and file maintenance procedures preferred.
- Excellent organization and project management skills, with attention to detail and documentation accuracy.
- Strong written and verbal communication skills.
- Ability to analyze policies and recommend improvements consistent with accreditation requirements.
- Proficiency with office software and database management systems, including Microsoft Office Suite and electronic accreditation management platforms (e.g., Lexipol, PowerDMS, DocTract, etc.).
- Ability to work independently, maintain confidentiality, and exercise sound judgment.
- Skill in coordinating cross-departmental efforts and facilitation cooperation among divisions.

Certificates, Licenses, Registrations

- Valid state driver's license.
- Accreditation Coordinator Certification or completion of Accreditation Coordinator training (preferred or required within one year of appointment).

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to operate, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to *stand* and walk. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include

close vision, distance vision, color vision and peripheral vision.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Other Qualifications

Ability to make independent judgments, which have moderate impacts on the organization.

Ability to report to work on time.

Ability to be available for work.

Ability to maintain confidentiality of information.

Ability to apply department policies and procedures in daily operations.

Ability to handle stressful situations.

Ability to make quick decisions in the absence of clearly defined procedures.

Ability to enter, retrieve and analyze computer information accurately.

Ability to effectively meet and deal with the public.

Ability to adjust to changes in the organization.

Ability to be positive in response to management directions.

Other Skills and Abilities

Tools and equipment used: Personal computer including word processing software, copy machine, fax machine, telephone communications.

Miscellaneous

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



Department of Justice (DOJ)
Office of Community Oriented Policing Services (COPS
Office)

Washington, D C 20531

Name and Address of Recipient: CITY OF FRANKLIN
9455 WEST LOOMIS
ROAD

City, State and Zip: FRANKLIN, WI 53132

Recipient UEI:

Project Title: FY25 CPD LEA Accrd - CITY OF FRANKLIN, WI **Award Number:** 15JCOPS-25-GG-00700-PPSE

Solicitation Title: FY25 Community Policing Development: Supporting Agencies Seeking Accreditation

Federal Award Amount: \$240,330.00 **Federal Award Date:** 10/10/25

Awarding Agency: Office of Community Oriented Policing Services

Award Type: Initial

Funding Instrument Type: Grant

Opportunity Category: D

Assistance Listing:
16.710 - Public Safety Partnership and Community Policing Grants

Project Period Start Date: 10/1/25 **Project Period End Date:** 9/30/27

Budget Period Start Date: 10/1/25 **Budget Period End Date:** 9/30/27

Project Description:

The Franklin Police Department is seeking accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG) to continue to meet and exceed our department's mission of providing high-quality service with integrity and honor to the community we serve. The proposed federal funding will assist the Franklin Police Department in putting into action a comprehensive plan that incorporates industry best practices, technology, additional staff, and transparency to attain accreditation. By collaborating with the Wisconsin Police Accreditation Coalition (WI-PAC), the Franklin Police Department will be better prepared and equipped to ensure a successful and seamless accreditation process. The benefits of seeking and obtaining accreditation include but are not limited to enhancing officer safety, lowering liability risks, and offering a foundation for operational excellence.

Award Letter

October 10, 2025

Dear Craig Liermann,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing

Services (the COPS Office) has approved the application submitted by CITY OF FRANKLIN for an award under the funding opportunity entitled 2025 FY25 Community Policing Development: Supporting Agencies Seeking Accreditation. The approved award amount is \$240,330.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees

or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI

ORI Number

Street 1

9455 WEST LOOMIS ROAD

Street 2

City

FRANKLIN

State/U.S. Territory

Wisconsin

Zip/Postal Code

53132

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/10/25

Award Type

Initial

Award Number

15JCOPS-25-GG-00700-PPSE

Supplement Number

00

Federal Award Amount

\$240,330.00

Funding Instrument Type

Grant

Assistance Listing Number

16.710

Assistance Listings Program Title

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2025 FY25 Community Policing Development:
Supporting Agencies Seeking Accreditation

Awarding Agency

COPS

Application Number

GRANT14443703

Grant Manager Name

Alysia Jones

Phone Number

E-mail Address

Project Title

FY25 CPD LEA Accrd - CITY OF FRANKLIN, WI

Performance Period Start

Date

10/01/2025

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2025

Budget Period End Date

09/30/2027

Project Description

The Franklin Police Department is seeking accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG) to continue to meet and exceed our department's mission of providing high-quality service with integrity and honor to the community we serve. The proposed federal funding will assist the Franklin Police Department in putting into action a comprehensive plan that incorporates industry best practices, technology, additional staff, and transparency to attain accreditation. By collaborating with the Wisconsin Police Accreditation Coalition (WI-PAC), the Franklin Police Department will be better prepared and equipped to ensure a successful and seamless accreditation process. The benefits of seeking and obtaining accreditation include but are not limited to enhancing officer safety, lowering liability risks, and offering a foundation for operational excellence.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your

agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/23/25 5:12 PM

Comments

No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	\$0	\$0	\$0	
Civilian or Non-Sworn Personnel:	\$166,306	\$0	\$166,306	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$71,424	\$0	\$71,424	
Other Costs:	\$2,600	\$0	\$2,600	
Total Direct Costs:	\$240,330	\$0	\$240,330	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$240,330	\$0	\$240,330	
Federal Funds:	\$240,330	\$0	\$240,330	100.00%
Match Amount:	\$0	\$0	\$0	0.00%
Program Income:	\$0	\$0	\$0	0.00%

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further

Condition 2

Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. § 1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3

Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 4

Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6

Authorized Representative Responsibility. The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Condition 10

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment

or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

(1) When the recipient fails to comply with the terms and conditions of a Federal award.

(2) When the recipient agrees to the termination and termination conditions.

(3) When the recipient provides the COPS Office written notification requesting termination including the reasons,

effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 13

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18

Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website <https://www.ojp.gov/eeop-notice> for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal

contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) **Requirement for System for Award Management** (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) **Requirement for Unique Entity Identifier (UEI).** (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) **Definitions.** For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 27

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.
In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.
2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.
3. Trainers must be well-qualified in the subject area and skilled in presenting it.
Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the training objectives.
4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 28

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 29

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 30

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 31

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's

common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

Condition 32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently, \$250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable. 2 C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, \$250,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C § 10384(a).

Condition 37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 38

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for

which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

Condition 39

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 40

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 41

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and

belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
COPS Acting Director

Name of Approving Official
Cory D. Randolph

Signed Date And Time
9/29/25 8:05 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time
no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Mayor

Name of Authorized Entity Official
no value

Signed Date And Time
no value



City of Franklin

From the Desk of
Mayor John R. Nelson
jnelson@franklinwi.gov
Phone: (414) 427-7529

June 24, 2025

Attorney General Pamela Bondi
U.S. Department of Justice
950 Pennsylvania Ave NW
Washington, DC 20530-0009

Dear Attorney General Pamela Bondi,

As Mayor of the City of Franklin, I am writing to express my strong support for the Franklin Police Department's pursuit of accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG).

The WILEAG accreditation process is a voluntary, rigorous undertaking that reflects an agency's commitment to professional excellence, transparency, and continuous improvement. It provides an external, objective validation that a department is operating in compliance with the highest standards of law enforcement practices.

Franklin is a rapidly growing, diverse community with evolving public safety needs. Our Police Department has consistently demonstrated a proactive and community-focused approach to policing, grounded in integrity, accountability, and service. Accreditation through WILEAG will further reinforce those values, while enhancing operational effectiveness, officer training, and public trust.

The City of Franklin proudly supports the Department's efforts to achieve WILEAG accreditation and recognizes this initiative as a forward-thinking investment in the safety and well-being of all who live, work, and visit our city.

Thank you for considering this vital initiative.

Sincerely,

John R. Nelson
Mayor, City of Franklin
9229 W. Loomis Road
Franklin, WI 53132
(414) 427-7529 | jnelson@franklinwi.gov

Celebrating Quality of Life

9229 West Loomis Road, Franklin, Wisconsin 53132-9630 | Phone (414) 425-7500 | Fax (414) 425-6428 | franklinwi.gov

BRYAN STEIL

1ST DISTRICT WISCONSIN

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WASHINGTON DC 20515
PHONE 202 225-3071
JANESVILLE DISTRICT OFFICE
205 MAIN ST
JUL 10
JANESVILLE WISCONSIN
PHONE 608 752 4050

Congress of the United States
House of Representatives
Washington, DC 20515

June 20, 2025

Attorney General Pamela Bondi
U.S. Department of Justice
950 Pennsylvania Ave NW
Washington, DC 20530-0009

Dear Attorney General Bondi,

I am writing to ask that you give full and fair consideration to the Franklin Police Department's application to the FY25 Community Policing Development (CPD) Accreditation Program.

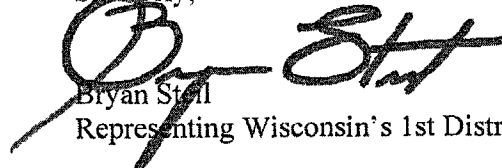
I was pleased to learn that the Franklin Police Department is seeking accreditation through the Wisconsin Law Enforcement Accreditation Group to enhance and meet their department's mission statement of providing high quality service with integrity and honor. Department leadership advised me that the requested funds will assist their department in implementing a comprehensive plan that incorporates best practices, technology, staff, and transparency. I am confident that their proposed plan will allow their department to attain accreditation by bringing the department's policies, procedures, and practices in accordance with accepted law enforcement standards.

In addition, department leadership reported that complete policy reviews, internal evaluations, staff training, and interaction with community partners will be included in this process. By collaborating with the Wisconsin Police Accreditation Coalition, department leadership believes the Franklin Police Department will be better equipped to ensure a successful and seamless accreditation process. I was pleased to learn that positive outcomes will also result from their accreditation, including enhanced officer safety, reduced liability risks, and a foundation for operational excellence.

I am hopeful that the requested funds will assist the Franklin Police Department with accreditation fees, technology upgrades necessary for compliance tracking, and dedicated personnel to manage the accreditation process. I believe that a fully accredited Franklin Police Department will better equip their officers and staff in executing their mission statement in providing the Franklin community with high quality service with integrity and honor.

I would appreciate it if you and the appropriate officials would carefully review the Franklin Police Department's application and give it your full consideration (consistent with all laws and regulations), while remaining within the parameters of the federal government's ability to fund the program.

Sincerely,


Bryan Steil
Representing Wisconsin's 1st District

WHAT is the CORE PROGRAM?

The 3rd Edition Core Standards Verification Program highlights the 65 established standards that can be described as “high risk” for Wisconsin law enforcement agencies; those standards that address mandates, statutory requirements and inherent risk.

CORE PROGRAM FOCUS

The Wisconsin Law Enforcement Accreditation Group (WILEAG) has identified 65 CORE standards from within the 262 6th Edition standards in its ACCREDITATION PROGRAM.

These 65 select standards and the associated agency policies are at the heart of the program. They are focused on:

- Key Federal & State statutory mandates related to law enforcement.
- Requirements arising from case law.
- Inherent issues related to high-risk law enforcement operations & Use of Force.
- Sensitive areas involving community relations.

CORE PROGRAM PURPOSE

The program serves 2 purposes for agencies that successfully participate:

1. It provides independent verification that the agency is meeting minimum expectations in essential areas of operations and management.
2. It serves as a stepping stone to full accreditation for those agencies that

aspire to that level of professional excellence.

CORE PROGRAM BENEFITS

Successful agencies benefit with independent verification that their policies and practices in the essential (core) areas of operations and management meet minimum standards.

CORE PROGRAM ELIGIBILITY

The program is designed to serve smaller Wisconsin law enforcement agencies. It will be available to agencies serving Fourth Class Cities (cities, villages and towns under 10,000 population) and sheriff's offices serving counties with a county population of 30,000 or less. Also available for first time agencies regardless of size.

CORE PROCESS OVERVIEW

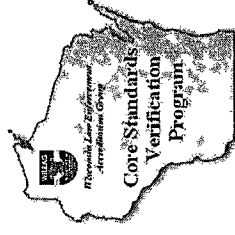
1. A candidate agency signs up for the program.
2. The agency develops and formally implements the policies needed to be in compliance with the requirements of the WILEAG CORE STANDARDS VERIFICATION PROGRAM.
3. The agency applies for a review and submits the required materials committing to on-going upkeep of policies and proofs of compliance and a 3-year cycle of re-verification.
4. One WILEAG reviewer will verify that the agency's entire submission is in compliance by



scrutinizing policy language and proofs.

Challenging Wisconsin's Law Enforcement Agencies to Achieve Excellence

WILEAG's primary mission is to offer a voluntary and affordable method of achieving professionalism through the accreditation of law enforcement agencies and to assist those agencies to better serve their communities.



*To receive additional information regarding WILEAG:
contact the Executive Director at
262-563-3108 or Email
executive.director@wileag.info*

agency operations and administration.

- local officials know that there is an independent review and evaluation of agency operations.

WHAT IS ACCREDITATION?

Accreditation is a process whereby an agency is evaluated on the existence of and its compliance with prescribed standards. Colleges, nursing homes and hospitals have all had accreditation programs for years.

WHAT IS THE WISCONSIN LAW ENFORCEMENT ACCREDITATION PROGRAM?

It is an agency accreditation program administered by the Wisconsin Law Enforcement Accreditation Group (WILEAG) specifically tailored to the needs and capacities of Wisconsin agencies since 1996 and has shown continuous growth in membership to the present time.

HISTORY OF WILEAG PROGRAM

The WILEAG program has evolved as a result of an initiative by the Wisconsin Chiefs of Police Association. The intent is to offer a high quality and affordable alternative to the national law enforcement accreditation program (CALEA) that was established in 1979.

WILEAG OPERATIONS & ADMINISTRATION

The WILEAG program standards are set by the WILEAG Governing Board. Standards cover virtually all key areas of

THE GOVERNING BOARD

The Board is comprised of 16 members who come from leadership roles in Wisconsin law enforcement agencies as well as professionals from related disciplines. The WILEAG Governing Board confers accredited status after a review of the findings and upon the positive recommendations of the on-site assessment team. Assessors are respected, experienced law enforcement professionals (or recent retirees). They volunteer and are trained for the assessor role.

BENEFITS OF AGENCY ACCREDITATION

The findings of the independent review and achievement of accredited status provide:

- a well-deserved sense of professionalism and pride by the agency, the agency's personnel and the community that the agency serves.
- communities gain security in the knowledge that their agencies are well managed and utilizing the best police practices in the State of Wisconsin.
- prosecutors have the assurance that enforcement operations and personnel are consistently well-directed.

PROCESS OVERVIEW

Achieving accredited status is a multi-phase, self-paced process:

- each agency adopts and implements the standards.
- each agency does an in-depth self-assessment to determine readiness for the on-site assessment.
- the WILEAG assessment team conducts an on-site review and presents findings, as well as recommendations, to the WILEAG Governing Board.
- the WILEAG Governing Board grants accreditation to the agency or counsels the agency on the steps necessary to achieve accreditation.

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XXXXX POLICE DEPARTMENT

3-Year Proof Verification under the 6th Edition Standards

Re-Accreditation

Last Updated 10/20/2021

First Accreditation

Year

Year

Year

Green = Required Written Directive		Agency Specific Proofs, Policy, Comments, etc.	
Year	202X	Year	202X

Chapter 1 Organization and Management

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	1.1.2	Goals and Objectives	
Section 2		Employee Conduct	
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	1.2.3	Code of Conduct	
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	1.2.5	Locker Room Privacy	
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	1.4.2.3	Situations involving personnel of different organizational components engaged in a single operation.							
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	1.4.3	Duty to Obey Lawful Orders							
	1.4.4	Written Directives							
	1.4.4.1	Authority of the chief executive officer to issue, modify, or approve written directives.							
	1.4.4.2	Identity of others, by name or position, authorized to issue written directives.							
	1.4.4.3	Procedures for formatting, indexing, purging, updating, and dissemination of written directives.							
	1.4.4.4	Procedures for staff review of draft directives prior to implementation.							
	1.4.4.5	Assurance that all personnel read, acknowledge, and understand written directives upon issuance, and that subsequent to issuance, all directives are placed in a manual, either physical or electronic, that is available to all personnel.							
	1.4.4.6	Periodic review of all written directives at a minimal interval of three years.							
Section 5	Fiscal Management/Agency Owned Property								
	1.5.1	Purchasing							

	1.5.2	Accounting System							
	1.5.2.1	Initial appropriations for each account or program.							
	1.5.2.2	Beginning balances.							
	1.5.2.3	Expenditures made and encumbrances incurred during the period.							
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	1.5.3	Cash							
	1.5.3.1	A balance sheet, ledger, or other system that identifies starting and ending balances and transactions, to include credits (cash received), debits (cash disbursed) and adjustments.							
	1.5.3.2	Receipts and other documentation for cash received.							
	1.5.3.3	Authorization for cash disbursements, including signatures by the CEO or other authorized personnel for expenses over a certain amount, as determined by the agency.							
	1.5.3.4	Records, documentation, or invoice requirements for cash expenditures.							
	1.5.3.5	A listing of authorized persons (or positions) responsible for disbursing or accepting cash.							
	1.5.3.6	A quarterly accounting summary of all agency cash activities.							
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	1.6.1	Agency Jurisdiction							
	1.6.1.1	The geographic boundaries of the agency's territorial jurisdiction.							

	1.6.1.2	Guidelines for exercising extraterritorial jurisdiction, both on and off duty, as outlined in §175.40.					
	1.6.1.3	Agency responsibilities with respect to incidents involving concurrent jurisdiction.					
	1.6.2	Mutual Aid					
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	1.7.1	Legal Authority					
	1.7.2	Constitutional Requirements					
	1.7.3	Search and Seizure					
	1.7.3.1	Search with subject's consent.					
	1.7.3.2	Stop and frisk in situations where the officer has reasonable suspicion to fear for his/her safety or the safety of others.					
	1.7.3.3	Search of a vehicle (movable vehicle exception).					
	1.7.3.4	Crime scene search.					
	1.7.3.5	Exigent circumstances.					
	1.7.3.6	Inventory searches (seized vehicles or other property).					
	1.7.3.7	Search incident to arrest.					
	1.7.3.8	Search of persons on probation, parole, or extended supervision pursuant to Chapter 302, Wis. Stats.					
	1.7.3.9	Other authorized situations derived from federal or state constitutions, case law, or local/state statute; e.g., licensed premises inspections.					
	1.7.4	Arrest Procedures					
	1.7.4.1	Arrest with a warrant.					
	1.7.4.2	Circumstances permitting a warrantless arrest.					
	1.7.4.3	Safeguard of arrestee rights.					
	1.7.4.4	Required reports.					

	1.7.4.5	Fingerprinting, photographing, and DNA collection requirements consistent with §§165.84(1) and 165.84(7)(ah), Wis. Stats.					
	1.7.5	Alternatives to Arrest					
	1.7.6	Use of Discretion					
	1.7.7	Strip Searches					
	1.7.8	Bias-Based Policing					
	1.7.8.1	A definition of bias based profiling, to include any law enforcement initiated action that relies upon common traits associated with belonging to a certain group; such as race, color, national origin, ancestry, religion, political affiliation, disability, marital status, ethnicity, gender, sexual orientation, economic status, age, cultural group, or any other identifiable characteristics.					
	1.7.8.2	Agency personnel may use common traits as outlined above in selecting whom they stop when a person matches the specific description of an individual who is suspected of engaging in criminal behavior.					
Section 8	Contract Services						
	1.8.1	Contractual Services					
Section 9	Citizen Complaints						
	1.9.1	Agency Investigation of Complaints					
	1.9.1.1	Complaints that are to be investigated by line supervisors.					
	1.9.1.2	Complaints that are to be investigated by the internal affairs function.					
	1.9.1.3	Complaints that are to be reviewed by the internal affairs function.					

	1.9.1.4	Written procedures for filing a complaint are made available to the public and include a prohibition against filing a false complaint as outlined in §§66.0511(3) and 946.66, Wis. Stats.					
	1.9.2	Responsible Individual or Position					
	1.9.3	Complainant Notification					
	1.9.4	Employee Notification					
	1.9.5	Maintenance of Records					
	1.9.6	Annual Review					

Chapter 2 Personnel Services

Section 1	Collective Bargaining						
	2.1.1	Collective Bargaining Units					
	2.1.2	Labor Agreements and Agency Policy					
	2.1.2.1	Obtaining a copy of the finalized, executed labor agreement.					
	2.1.2.2	Making sure all policies/procedures are aligned with the terms of the labor agreement.					
	2.1.2.3	Communicating information regarding new/amended labor agreements and agency policies and procedures to managers and supervisors of affected bargaining unit employees in a timely manner.					
Section 2	Grievance Procedures						
	2.2.1	Grievance Procedure					
	2.2.1.1	Enumerate issues that are permissible subjects of a grievance and what the filing and appeal protocols and timelines are					

		within the agency or governmental subdivision.							
	2.2.1.2	Prescribe the minimum information needed for a grievance to be filed and considered.							
	2.2.1.3	Outline the actual procedural steps and time limitations at every level of the process and cover both grievant and receiving parties.							
	2.2.1.4	Set forth rules for employee representation.							
	2.2.2	Grievance Coordination and Control							
Section 3	Job Classifications								
	2.3.1	Personnel Responsibilities							
Section 4	Compensation, Benefits and Conditions of Work								
	2.4.1	Compensation							
	2.4.1.1	Entry-level salaries and ranges for each rank or position.							
	2.4.1.2	Overtime and compensatory time policies.							
	2.4.1.3	Other factors such as, but not limited to, special skill or education pay and night, holiday and weekend differentials.							
	2.4.2	Leave Policies							
	2.4.3	Insurance, Retirement and Other Benefits							
	2.4.4	Uniforms/Equipment							
	2.4.5	Medical Examinations							
	2.4.6	Physical Fitness							
	2.4.7	Secondary Employment							
	2.4.7.1	Requirement that sworn personnel secure prior agency permission.							
	2.4.7.2	Permitted behavior and activities of officers.							
	2.4.7.3	An approval and a revocation process.							
	2.4.7.4	Required compliance with agency policies and processes.							

	2.4.7.5	Documentation of each officer's secondary employment.					
Section 5	Performance Evaluations						
	2.5.1	Annual Performance Evaluations					
	2.5.2	Performance Evaluation Training					
	2.5.3	Sworn Probationary Employees					
	2.5.4	Performance Evaluation Counseling					
	2.5.4.1	Explain the actual performance compared to expectations.					
	2.5.4.2	Establish expectations, measurement criteria and/or goals for the next evaluation period.					
	2.5.5	Required Signatures and Copies of Performance Evaluations					
	2.5.6	Contested Evaluation Reports					
	2.5.7	Retention Period					
	2.5.8	Early Intervention Systems					
Section 6	Promotional Process						
	2.6.1	Promotion Administration					
	2.6.2	Promotion Procedures					
	2.6.3	Announcement of Promotional Opportunities					
	2.6.3.1	A description of the position or job classification.					
	2.6.3.2	Requirements for participation in the promotional process.					
	2.6.3.3	A description of the process including testing and evaluation and dates, times, and locations for all components of the promotional process.					
Section 7	Part-time Officers						
	2.7.1	Part-time Officers					

	2.7.2	Criteria/Selection Process for Part-time Officers					
	2.7.3	Training for Newly Hired Part-time Officers					
	2.7.4	Field Training for Part-time Officers					
	2.7.5	In-Service Training for Part-time Officers					
	2.7.6	Weapons/Use-of-Force Training for Part-time Officers					
	2.7.7	Liability Protection of Part-time Officers					
Section 8	Auxiliary Personnel						
	2.8.1	Auxiliary Personnel					
	2.8.1.1	A statement establishing auxiliaries as non-sworn personnel.					
	2.8.1.2	An explanation of the duties and scope of authority of auxiliary personnel.					
	2.8.1.3	A requirement that uniforms, if worn, clearly distinguish auxiliary personnel from sworn officers.					
	2.8.1.4	A requirement that auxiliary personnel receive training related to their authorized and assigned duties.					
	2.8.1.5	Liability protection and indemnification for auxiliary personnel acting within the scope of their authority.					
	2.8.2	Reserve Police Officers					
	2.8.2.1	A description of the selection process for reserve police officers, which must satisfy all requirements for the hiring of police officers established by the Wisconsin Law Enforcement Standards Board. It is understood that the selection process for reserve police officers might vary from the selection process for full and part-time officers used by the agency.					

	2.8.2.2	An explanation of the duties and responsibilities, scope of authority, and supervision of reserve police officers.					
	2.8.2.3	A requirement that uniforms, if worn, clearly distinguish reserve police officers from full or part-time officers.					
	2.8.2.4	A requirement that reserve police officers receive training related to their authorized and assigned duties, as well as all training necessary to achieve and maintain their status as certified law enforcement officers.					
	2.8.2.5	Liability protection and indemnification for reserve police officers acting within the scope of their authority.					

Chapter 3 Recruitment/Selection

Section 1	Recruitment						
	3.1.1	Equal Employment Opportunity					
	3.1.2	Job Announcements					
	3.1.2.1	Description of duties, qualifications					
	3.1.2.2	Advertisement efforts					
	3.1.2.3	Equal Opportunity Employer					
	3.1.2.4	Filing deadlines					
Section 2	Selection						
	3.2.1	Applicant Selection and Job Relatedness					
	3.2.2	Records Maintenance/Storage					
	3.2.3	Background Investigations					
	3.2.3.1	Criminal and driving history check.					
	3.2.3.2	Credentials (work, education, training, special skills) verification.					

	3.2.3.3	Personal reference checks (minimum three).					
	3.2.4	Pre-Employment Polygraph Exams					
	3.2.4.1	Candidates must be provided notice of the required polygraph exam at the time of their formal application. The notice must include a list of potential subject areas from which polygraph questions may be taken.					
	3.2.4.2	The administration of examinations and evaluation of results must be conducted by a polygrapher trained in employment exam techniques.					
	3.2.4.3	The use of results of polygraph examinations as the sole determinant of employment status is prohibited.					
	3.2.5	Medical Exams					
	3.2.6	Psychological Exams					

Chapter 4 Commendations/Disciplinary Procedures

Section 1	Commendations						
	4.1.1	Commendations					
Section 2	Disciplinary Procedures						
	4.2.1	Disciplinary System					
	4.2.1.1	Criteria and procedures for the use of counseling and remedial training.					
	4.2.1.2	Criteria and procedures for punitive actions, such as but not limited to: oral reprimand, written reprimand, loss of leave, suspension, demotion and dismissal.					
	4.2.1.3	Recognition of employment rights and procedural safeguards as outlined in					

		Chapter 164, Wis. Stats., Law Enforcement Officers' Bill of Rights.						
	4.2.2	Supervisory Role and Authority						
	4.2.3	Punitive Action						
	4.2.3.1	Reason, scope, and effective date for the punitive action.						
	4.2.3.2	Employee appeal and hearing rights.						
	4.2.4	Disciplinary Records						

Chapter 5 Management of Resistance/Aggression

Section	Use of Force							
	5.1.1	Use of Force						
	5.1.2	Use of Force Requirements						
	5.1.2.1	Prohibiting the use of choke holds except in life-threatening situations or in self-defense.						
	5.1.2.2	Establishing when force used against individuals who fail to comply with lawful commands should terminate, including the requirement that when it is objectively reasonable that a suspect is fully in law enforcement's control, then the force must terminate						
	5.1.2.3	De-escalation techniques.						
	5.1.3	Duty to Report Noncompliance						
	5.1.4	Duty to Intervene						
	5.1.5	Whistleblower Protection						
	5.1.6	Deadly Force						
	5.1.6.1	Language that an officer may use deadly force only as a last resort when the officer reasonably believes that all other options have been exhausted or would be ineffective, and only to stop behavior that						

		has caused or imminently threatens to cause death or great bodily harm to the officer or another person.					
	5.1.6.2	A requirement that all sworn personnel receive training on the directive and demonstrate their understanding of the directive before being authorized to carry any firearm.					
	5.1.7	Warning of Use of Deadly Force					
	5.1.8	Shooting at or from a Moving Vehicle					
	5.1.9	Warning Shots					
	5.1.10	Use of Less Lethal Weapons					
	5.1.11	Annual Use of Force Policy Training					
Section 2	Rendering Aid						
	5.2.1	Medical Aid					
Section 3	Reporting and Review						
	5.3.1	Use of Force Reporting					
	5.3.1.1	When a firearm is discharged, either intentionally or accidentally, while engaging in subject control.					
	5.3.1.2	When an action results in, or is alleged to have resulted in, injury or death of another person.					
	5.3.1.3	When force is applied through the use of a lethal or less lethal weapon.					
	5.3.1.4	When weaponless physical force is applied at a level defined by the agency.					
	5.3.2	Post Use of Force Incident Review					
	5.3.3	Post Use of Force Removal from Duty					
	5.3.4	Use of Force Reporting and Analysis – UFAD via TraCS					

Section 1	Patrol									
	6.1.1	24-Hour Coverage								
	6.1.2	Special Purpose Vehicles, Drones/UAVs, or Animals								
	6.1.2.1	Authorization, conditions and limitations for use in various situations.								
	6.1.2.2	Persons or positions authorized to operate the vehicle, vessel, or aircraft and its equipment, or perform canine or equine duties, including required qualifications and training.								
	6.1.2.3	A list of equipment to be kept in or on the vehicle, vessel, or aircraft.								
	6.1.2.4	The designation of a person or position responsible for the condition and maintenance of the vehicle, vessel, or aircraft and equipment, or care of the animal.								
	6.1.2.5	Restrictions on the use of a drone to gather evidence or other information in a criminal investigation where an individual has an expectation of privacy, without first obtaining a search warrant, subject to §175.55(2), Wis. Stats.								
	6.1.3	Response to Routine and Emergency Calls								
	6.1.4	Vehicle Pursuits								
	6.1.4.1	Evaluation of the current situation and preceding events.								
	6.1.4.2	Authority, responsibility and role of the officer initiating the pursuit, back up units, supervisory personnel and dispatchers.								
	6.1.4.3	Guidance on use of marked, unmarked, or other types of police vehicles in the pursuit.								

	6.1.4.4	Guidance on use of roadblocks and other forcible means of stopping a fleeing vehicle.					
	6.1.4.5	Criteria for mandated and voluntary termination of pursuit.					
	6.1.4.6	Guidance for inter-agency pursuits involving agency personnel who initiate a pursuit that leaves the jurisdiction, as well as requests for assistance by another agency in pursuit within or out of its jurisdiction.					
	6.1.4.7	Incident documentation, administrative review, and/or annual state reporting requirements.					
	6.1.5	Missing Adult Investigations					
	6.1.5.1	Information to be gathered including a description of the missing person.					
	6.1.5.2	Entry and removal of the person's information in criminal justice information systems.					
	6.1.5.3	Follow up investigation.					
	6.1.5.4	Procedures for persons with Alzheimer's, mental health issues, drug dependencies, or any other at-risk adult persons, to include, as appropriate, the use of the Wisconsin Silver Alert, Green Alert, and other Wisconsin Alert programs.					
	6.1.6	Safety Restraining Devices					
	6.1.7	Availability of Body Armor					
	6.1.8	Anatomical Gifts					
	6.1.9	Mobile Video Recorders					
	6.1.9.1	Circumstances requiring system activation/deactivation.					
	6.1.9.2	Data security and access.					
	6.1.9.3	Data storage and retention.					
	6.1.10	Body Cameras					

	6.1.10.1	The use, maintenance, and storage of body cameras and data recorded by the body cameras.				
	6.1.10.2	Any limitations imposed on which law enforcement officers may wear a body camera.				
	6.1.10.3	Any limitations imposed on situations, persons, or encounters that may be recorded by a body camera.				
	6.1.10.4	Circumstances requiring system activation/deactivation.				
	6.1.10.5	Guidelines regarding data storage, security, access, and release.				
	6.1.10.6	Minimum data retention guidelines as outlined in §165.87, Wis. Stats.				
	6.1.10.7	Procedures for maintaining the privacy of a recorded subject who is a victim of a sensitive or violent crime or is a minor.				
	6.1.10.8	Training of all law enforcement officers on the authorized use of body cameras.				
	6.1.10.9	Training of all employees that use, maintain, store, or release body camera data on the body camera policy and guidelines for the retention and release of body camera data.				
	6.1.11	Emergency Detentions				
	6.1.12	Criminal Trespass to Dwellings				
	6.1.13	Naloxone Use				
Section 2	Traffic					
	6.2.1	Traffic Law Enforcement				
	6.2.2	Special Categories of Violators				
	6.2.2.1	Non-residents of the agency's service area.				
	6.2.2.2	Juveniles.				

	6.2.2.3	Legislators, foreign diplomats and consulate officers.					
	6.2.2.4	Military personnel.					
	6.2.3	Information Provided to Violator					
	6.2.4	Uniform Enforcement for Specified Violations					
	6.2.4.1	Speed violations and other hazardous violations.					
	6.2.4.2	Non-hazardous violations.					
	6.2.4.3	Operating while revoked or suspended.					
	6.2.4.4	Vehicle equipment violations.					
	6.2.4.5	Multiple violations.					
	6.2.4.6	Newly enacted laws and/or regulations.					
	6.2.4.7	Violations resulting in traffic crashes.					
	6.2.5	Traffic Stops and Approach to Violator's Vehicle					
	6.2.5.1	Approach contacts.					
	6.2.5.2	Non-approach contacts.					
	6.2.5.3	High-risk contacts.					
	6.2.6	Impairment Due to Alcohol and/or Drugs					
	6.2.6.1	The proper administration of standard field sobriety tests.					
	6.2.6.2	The use of a Drug Recognition Expert (DRE), if the agency uses such expertise.					
	6.2.6.3	The safe transportation of the impaired arrestee.					
	6.2.6.4	The proper administration of chemical tests to determine intoxication or impairment.					
	6.2.6.5	The incarceration or release to a responsible third party.					
	6.2.6.6	Disposition of the arrestee's vehicle.					
	6.2.6.7	Other practices consistent with applicable statutes.					
	6.2.7	Motor Vehicle Crash Reporting and Investigation and Officer Response					

6.2.7.1	Death or injury, to include dissemination of information through the integrated crime alert network, as required by §175.51(2m), Wis. Stats. for fatal hit and run incidents.					
6.2.7.2	Hit and run.					
6.2.7.3	Property damage only.					
6.2.7.4	Damage to public vehicles or property.					
6.2.7.5	Hazardous materials.					
6.2.7.6	Occurrences on private property.					
6.2.8	Crash Scene Procedures					
6.2.8.1	The role of the primary investigator at the scene.					
6.2.8.2	Tending to injured persons.					
6.2.8.3	Safety hazards.					
6.2.8.4	Gathering information.					
6.2.8.5	Protection of the crash scene.					
6.2.9	Traffic Direction and Control Function					
6.2.10	Escort Services §346.215					
6.2.10.1	Escorts for dignitaries, convoys, parades, funeral, and oversized vehicles.					
6.2.10.2	Civilian vehicle escorts in medical emergencies.					
6.2.11	Roadblocks and Forcible Stopping Techniques					
6.2.11.1	Circumstances justifying the use of roadblocks or forcible stopping techniques.					
6.2.11.2	Authority and responsibility for implementing and canceling a roadblock or forcible stopping technique and on-scene coordination of personnel.					
6.2.11.3	Types of roadblocks or forcible stopping techniques permitted, such as moving, fixed, vehicle disabling tire deflation devices, ramming, etc.					
6.2.11.4	Training on proper use of equipment and techniques.					

	6.2.12	Assistance to Highway Users						
	6.2.13	Hazardous Highway Conditions						
	6.2.14	Abandoned Vehicles						
	6.2.14.1	Noting the date, time and place towed from and name of towing service and impoundment location.						
	6.2.14.2	Reason for removal or tow and pending charges, if any.						
	6.2.14.3	Notification or attempted notification of the registered owner.						
Section 3	Criminal Investigations							
	6.3.1	Investigative Coverage						
	6.3.2	Case File Management						
	6.3.2.1	A case status and control system.						
	6.3.2.2	Administrative designators for each case.						
	6.3.2.3	Form and substance of records to be maintained.						
	6.3.2.4	File access and purging guidelines.						
	6.3.3	Preliminary Investigations						
	6.3.3.1	Observing and recording conditions, events, and remarks.						
	6.3.3.2	Identifying, locating, and interviewing complainants, witnesses, and suspects.						
	6.3.3.3	Providing crime scene security and arranging for the collection of evidence.						
	6.3.3.4	Preparing required reports.						
	6.3.4	Follow-up Investigations						
	6.3.4.1	Reviewing reports prepared during the preliminary investigation.						
	6.3.4.2	Conducting additional interviews and interrogations.						
	6.3.4.3	Gathering additional information from officers, other agencies, electronic databases, informants, etc.						

	6.3.4.4	Conducting surveillance.						
	6.3.4.5	Disseminating information to other officers.						
	6.3.4.6	Obtaining search warrants and planning and executing searches.						
	6.3.4.7	Collecting additional evidence.						
	6.3.4.8	Identifying and apprehending suspects and determining their involvement in other crimes.						
	6.3.4.9	Preparing required reports.						
	6.3.4.10	Preparing cases for court presentation and assisting with prosecution.						
	6.3.5	Informants						
	6.3.5.1	Criteria for selecting and, when appropriate, compensating informants.						
	6.3.5.2	Precautions to be taken with informants, including special precautions to be taken with juvenile informants.						
	6.3.5.3	Special procedures for the use of informants by patrol officers.						
	6.3.5.4	Confidentiality requirements including security of the identity of informants, their files and related codes.						
	6.3.5.5	Creation and maintenance of an informant master name file.						
	6.3.5.6	Content requirements for individual informant files including biographical data, general background information, criminal history and driving record.						
	6.3.5.7	Contact officer information and code name or number linked to that informant.						
	6.3.5.8	Maintenance and security of individual informant files.						
	6.3.6	Adult Custodial Interrogation						
	6.3.7	Eyewitness Identification						
	6.3.8	Officer Involved Critical Incidents						

6.3.8.1	Separation of the criminal investigation and administrative review.						
6.3.8.2	Responsibility for the criminal investigation and administrative review.						
6.3.8.3	Adherence to guidelines outlined in §175.47, Wis. Stats., in the event the critical incident involves the death of an individual from an act or omission of an officer, or is likely to result in death.						
6.3.8.4	Protection of the officer's legal rights and psychological well-being.						
6.3.8.5	Removal from, and return to, full duty for the involved officer.						
6.3.8.6	Timely notification of the officer's family, to include procedures for when the officer is seriously injured or killed.						
6.3.8.7	Post incident procedures such as critical incident stress debriefing and post-traumatic stress.						
6.3.8.8	Procedures for providing certain information to family members of a person killed in an officer-involved death, subject to §950.08(2g)(h), Wis. Stats., when the agency is responsible for conducting the investigation of an officer-involved death pursuant to §175.47, Wis. Stats.						
6.3.9	Domestic Abuse						
6.3.9.1	Actions of the responding officers.						
6.3.9.2	The circumstances under which an officer should arrest a possible offender.						
6.3.9.3	Informing the victim when the alleged offender will be released.						
6.3.9.4	Informing the victim of the availability of shelters and services in the community, the availability of legal rights and remedies, and the right to contact a domestic violence						

		victim service provider to create a personal safety plan.						
	6.3.9.5	Preparation and delivery of a written report to the district attorney if an officer did not arrest a suspect, yet has reasonable grounds to believe that a person is committing or has committed domestic abuse.						
	6.3.10	Officer Involved Domestic Violence						
	6.3.10.1	Early intervention and education efforts.						
	6.3.10.2	Incident response guidelines, to include seizing and removing agency-issued weapons from an involved officer.						
	6.3.10.3	Victim safety and protection measures.						
	6.3.10.4	Procedures for post-incident administrative and criminal decisions.						
	6.3.11	Prescription Drug Monitoring Program						
	6.3.12	Search Warrants						
Section 4	Criminal Intelligence and Information Sharing							
	6.4.1	Criminal Intelligence and Information Sharing						
	6.4.1.1	Limiting intelligence information to that which pertains to criminal conduct or activities that present a threat to the community.						
	6.4.1.2	Ensuring safeguards for the security and storage of intelligence information separate from other records.						
	6.4.1.3	Establishing responsibility for the management of intelligence information.						
Section 5	Special Investigations							
	6.5.1	Special Investigations						
	6.5.2	Event Deconfliction Systems						

Section 6		Juvenile Procedures									
	6.6.1	Juvenile Operations									
	6.6.2	Juvenile Offenders									
	6.6.2.1	Release with no further action.									
	6.6.2.2	Citations or summonses to appear at intake in lieu of being taken into custody.									
	6.6.2.3	Referral to juvenile court.									
	6.6.3	Juveniles in Custody									
	6.6.3.1	Type of offense.									
	6.6.3.2	Threat of harm or danger to, or by, the juvenile.									
	6.6.3.3	Protection of the constitutional rights of juveniles.									
	6.6.3.4	Expedition transport to and processing at the intake facility (unless there is a need for emergency medical treatment).									
	6.6.3.5	Assurance that a juvenile status offender must remain under constant supervision and will not be held in a secure setting, to include municipal lockups, temporary detention areas, or secured to an immovable object.									
	6.6.3.6	Notification of parents/guardians that their child has been taken into custody.									
	6.6.4	Juvenile Custodial Interrogation									
	6.6.4.1	Mandatory electronic recording of custodial interviews.									
	6.6.4.2	Contact with parents or guardians.									
	6.6.4.3	Duration of interrogation and the number of officers involved in the interrogation.									
	6.6.5	Missing Juvenile Investigations									
	6.6.5.1	Requirements for activation of Amber Alert Systems.									

	6.6.5.2	Requirements for an initial investigation, including entry of the child's information in criminal justice information systems.					
	6.6.5.3	Follow up investigations.					
	6.6.5.4	Supervisory control and notification.					
	6.6.5.5	Removal of the child's information from criminal justice information systems					
	6.6.6	Relinquishing Custody of Newborns					
	6.6.7	Reporting of Child Abuse					
	6.6.7.1	Timely reporting of actual or suspected neglect or abuse, as required by §48.981(2)(a)29, Wis. Stats., including drug endangered children.					
	6.6.7.2	Specific types of reports of suspected or threatened abuse, as defined in §48.02 (1)(b-f), Wis. Stats., that the department will routinely refer to the district attorney for criminal prosecution.					
	6.6.7.3	Procedures to refer cases pursuant to §48.981(3)(a)2, Wis. Stats., in which a caregiver or an undetermined person is suspected of abuse or neglect or of threatened abuse or neglect of a child.					
	6.6.7.4	Procedures to refer cases pursuant §48.981(3)(a)2bm, Wis. Stats, in which a person who is not a caregiver is suspected of trafficking of a child or permitting, allowing, or encouraging a child to violate §944.30(1m).					
	6.6.8	School Resource Officers					
	6.6.8.1	Selection process for SRO appointment.					
	6.6.8.2	Initial and ongoing training.					
	6.6.8.3	Defining the roles and expectations of the SRO					

	6.6.8.4	Development of a formal agreement or memorandum of understanding (MOU).				
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Chapter 7 Transport, Processing, and Temporary Confinement of Detainees

Section 1 Search/Transport of Detainees						
	7.1.1	Search of Detainees				
	7.1.2	Search of Transport Vehicles				
	7.1.2.1	At the beginning of each shift, for mechanical condition, damage, required equipment, weapons, contraband, and/or personal effects.				
	7.1.2.2	Immediately before and after transporting a detainee for weapons or contraband.				
	7.1.3	Placement of Detainees and Officers in Vehicle				
	7.1.4	Limitation of Communications by Detainees				
	7.1.5	Transfer of Custody at Destination of Transport				
	7.1.5.1	Adherence to receiving authority's requirements.				
	7.1.5.2	Securing firearms.				
	7.1.5.3	Documenting transfer of detainee custody.				
	7.1.5.4	Alerting receiving authority to unusual security threats or medical issues.				
	7.1.6	Escape				
	7.1.6.1	Notification per prescribed protocol, including notification of officials in the jurisdiction where the escape occurs.				
	7.1.6.2	Submission of a report on the incident.				
	7.1.7	Unusual Security Risks				
	7.1.8	Transport of Detainees with Special Needs				

	7.1.9	Medical Care							
Section 2	Processing and Temporary Detention								
	7.2.1	Processing and Temporary Detention Areas							
	7.2.2	Security During Detainee Processing and Temporary Detention							
	7.2.2.1	Weapons security in processing and detention areas.							
	7.2.2.2	Search of detainees and area used for processing.							
	7.2.2.3	Limitations on access to the area in which detainees are being processed.							
	7.2.2.4	Alarm systems, if any.							
	7.2.2.5	Escape prevention.							
	7.2.3	Supervision of Detainees – Constant supervision							
	7.2.4	Temporary Detention Procedures							
	7.2.4.1	Completion of an intake form on each detainee as outlined in 7.3.9.							
	7.2.4.2	Security inspection for weapons, contraband, and overall condition prior to the use of a temporary detention room and immediately after the room is vacated.							
	7.2.4.3	In-person, visual monitoring of detainees at 15 minute intervals.							
	7.2.4.4	Maintenance of observation logs documenting the visual monitoring activities required by 7.2.4.3.							
	7.2.4.5	Visual and auditory separation of adult and juvenile detainees.							
	7.2.4.6	Absent exceptional circumstances, a period of temporary detention of no more than two hours.							
	7.2.4.7	Personnel in direct, continuing contact with detainees require training covering the practice of temporary detention.							

	7.2.5	Securing to Immovable Objects						
	7.2.6	Detainee Amenities						
	7.2.7	Detainee Evacuation Plan						
Section 3	Temporary Confinement of Detainees in a Municipal Lockup							
	7.3.1	Municipal Lockups						
	7.3.2	Operations Training						
	7.3.3	Annual Inspection						
	7.3.4	Weapons Security						
	7.3.5	Cell Security Checks						
	7.3.6	Tools/Culinary Control						
	7.3.7	Emergency Control Point						
	7.3.8	Detainee Search and Identification						
	7.3.8.1	A process to positively identify the detainee.						
	7.3.8.2	A physical inventory search of the detainee prior to entry to the lockup facility.						
	7.3.9	Intake Forms						
	7.3.9.1	Reason for detention.						
	7.3.9.2	Current physical and mental health of the detainee, to include any suicidal thoughts or past attempts.						
	7.3.9.3	Medications (prescriptions and over the counter) taken by detainee.						
	7.3.9.4	Behavior, including state of consciousness and mental acuity.						
	7.3.9.5	Physical impairments, deformities, trauma markings, bruises, lesions, jaundice, mobility issues, injuries (treated or untreated) etc.						
	7.3.9.6	Inventory of property taken from a detainee and maintained in secure storage while in the lockup facility, to include disposition of detainee property upon release.						
	7.3.10	Separation of Adults and Juveniles						

	7.3.11	Special Circumstances Detainees			
	7.3.11.1	These procedures shall include the requirement that areas occupied by such inmates shall be physically inspected at least once every 15 minutes.			
	7.3.11.2	Each inspection conducted according to 7.3.11.1 shall be recorded in the lockup log, including the time of the inspection and the inspecting staff member's initials.			
	7.3.12	Detainees from Other Agencies			
	7.3.13	Mass Arrest			
	7.3.14	Identification of Detainee upon Release			
	7.3.15	Medical Assistance Procedures			
	7.3.16	First-Aid Kit			
	7.3.17	Pharmaceuticals			
	7.3.18	24-Hour Supervision			
	7.3.19	Surveillance Equipment			
	7.3.20	Mail			
	7.3.20.1	Procedures for accepting and inspecting items.			
	7.3.20.2	A listing of items that are prohibited.			
	7.3.20.3	Documentation of received/rejected items.			
	7.3.20.4	Distribution to and obtaining a receipt from the detainee.			
	7.3.21	Visitors			

Chapter 8 Community Relations

Section 1	Public Information Processes				
	8.1.1	Public Information Function			
	8.1.1.1	Providing news media with timely access to information about newsworthy occurrences, both at the scene and on a follow up basis.			

	8.1.1.2	News releases and news conferences.				
	8.1.1.3	Release of information about victims, witnesses, and suspects, as well as confidential agency investigations and operations.				
	8.1.1.4	Joint release of information involving other agencies or entities.				
	8.1.2	Media Access				
	8.1.2.1	At the scene of major events such as fires, natural disasters, or other catastrophes.				
	8.1.2.2	Inside the perimeter of a crime scene.				
	8.1.3	Community Engagement				

Chapter 9 Communications

Section 1	Communications Processes					
	9.1.1	Accountability and Responsibility				
	9.1.2	Federal Communications Commission Requirements				
	9.1.3	Emergency Calls for Service by Telephone				
	9.1.4	Continuous Communications with On-Duty Officers				
	9.1.5	Information Capture				
	9.1.5.1	Control (case or incident) number.				
	9.1.5.2	Date and time of request or self-initiated activity.				
	9.1.5.3	Complainant information (name, address), when possible.				
	9.1.5.4	Type of incident.				
	9.1.5.5	Location of incident.				
	9.1.5.6	Officer(s) assigned/responding.				
	9.1.5.7	Dispatch time.				
	9.1.5.8	Arrival time.				
	9.1.5.9	Officer return-to-service time.				

	9.1.5.10	Disposition or status of case.					
	9.1.6	Radio Communications to and from Field Personnel					
	9.1.6.1	Enumeration of situations requiring contact with the communications center by field personnel.					
	9.1.6.2	Reporting and recording of out-of-service status of officers.					
	9.1.6.3	Proper call signs.					
	9.1.6.4	Interagency communication.					
	9.1.6.5	Criteria for dispatching personnel (number, types of units, etc.) in response to a call for service or as backup on self-initiated activities including situations requiring a supervisory presence.					
	9.1.7	Resource Availability for Communications Personnel					
	9.1.7.1	Current officer in charge (name and contact information).					
	9.1.7.2	Current duty roster of all personnel.					
	9.1.7.3	Contact information (on and off-duty) of agency personnel.					
	9.1.7.4	Maps and other information covering the agency's service area.					
	9.1.7.5	Officer status indicators.					
	9.1.7.6	Procedures and contact information for securing support services from outside the agency.					
	9.1.8	Immediate Playback Capability					
	9.1.8.1	Security (access to, handling and storage) of recordings.					
	9.1.8.2	Retention of recordings for at least 30 days.					
	9.1.8.3	Procedures for reviewing recordings.					
	9.1.9	Criminal Justice Information Systems					
	9.1.10	Inter-Jurisdictional Communications					
	9.1.11	Misdirected Emergency Calls					

	9.1.12	Private Security Alarms					
	9.1.13	First Aid Instruction					
	9.1.14	Cardiopulmonary Resuscitation (CPR)					
	9.1.15	Communication Center Security					
	9.1.15.1	Limitations on access to the communications center.					
	9.1.15.2	Protection of equipment including security of transmission lines, antennas and power sources.					
	9.1.15.3	Provision of back-up resources.					
	9.1.16	Alternate Power Source					

Chapter 10 Records

Section 1	Records						
	10.1.1	Records Security					
	10.1.1.1	Separation of juvenile criminal records from adult criminal records.					
	10.1.1.2	Policies and procedures governing collection, retention, storage and release of juvenile fingerprints, photographs, and other methods of identification.					
	10.1.1.3	Appropriate security measures for agency files, to include access limitations.					
	10.1.2	Access to Records by Personnel					
	10.1.3	Field Reports					
	10.1.3.1	Types of calls and self-initiated activity subject to reporting.					
	10.1.3.2	Format of reports.					
	10.1.3.3	Information required.					
	10.1.3.4	Procedures, including timelines for completion and submission of reports.					
	10.1.4	Required Reporting					
	10.1.4.1	Citizen reports of crimes.					

	10.1.4.2	Criminal and non-criminal cases initiated by law enforcement employees.					
	10.1.4.3	Situations involving arrests, citations, or summonses.					
	10.1.4.4	Citizen reports of incidents other than crimes.					
	10.1.4.5	Any time an agency employee is dispatched or assigned.					
	10.1.5	Case Numbering System					
	10.1.6	Supervisory Review of Reports					
	10.1.7	Alphabetical Master Name Index					
	10.1.8	Traffic Citation Records Maintenance					
	10.1.8.1	Recording, by number, blocks of citation forms assigned to officers or blocks of electronic citations loaded onto an electronic device.					
	10.1.8.2	Accounting for all citations.					
	10.1.8.3	Storage of citations in a secure area.					
	10.1.9	Identification Numbers and Criminal History Files					
	10.1.10	Warrant and Wanted Person Files					
	10.1.10.1	Entry of locally generated information in agency files and regional, state, and federal information systems.					
	10.1.10.2	Receipt and entry of information from other jurisdictions.					
	10.1.10.3	Verification of information.					
	10.1.10.4	Cancellation of information.					
	10.1.10.5	Requirement for 24-hour access to the agency's warrant and wanted person information.					
	10.1.11	Stolen Property Files					
	10.1.11.1	Receipt and entry of information.					
	10.1.11.2	Verification of information.					
	10.1.11.3	Cancellation of information.					

	10.1.11.4	Requirement for 24-hour access to the agency's stolen property entry files.							
Section 2	Release of Records								
	10.2.1	Open Records							
	10.2.2	Records Retention							

Chapter 11 Evidence/Property Integrity

Section 1	Collection and Preservation of Evidence/Property								
	11.1.1	24 Hour Availability							
	11.1.2	Evidence Collection (high value items included)							
	11.1.3	Photographic Evidence							
	11.1.4	Fingerprint Processing							
	11.1.5	DNA (Deoxyribonucleic acid) Evidence							
	11.1.5.1	First responder precautions and responsibilities.							
	11.1.5.2	Collecting, transporting, and storage of DNA evidence.							
	11.1.5.3	Submission of DNA evidence to the Wisconsin State Crime Lab or other DNA processing agencies.							
	11.1.5.4	Training for personnel collecting and preserving DNA evidence.							
	11.1.6	Computer/Electronic Evidence							
	11.1.6.1	First responder precautions and responsibilities.							
	11.1.6.2	Collecting, transporting, and storage of computer/other electronic evidence.							
	11.1.6.3	Guidelines for the extraction and analysis of data, to include adherence to legal							

		precedent for the seizure of digital evidence.					
	11.1.6.4	Submission of computer/other electronic evidence to the Wisconsin State Crime Lab or other processing agencies.					
	11.1.6.5	Training for personnel collecting and preserving computer/electronic evidence.					
	11.1.7	Drug Testing Safety Procedures					
	11.1.8	Documentation of Transfer of Custody of Evidence					
	11.1.9	Transmittal of Evidence to a Lab					
	11.1.9.1	Name and contact information of the person submitting the evidence.					
	11.1.9.2	Packaging and conveyance of evidence to the laboratory.					
	11.1.9.3	Documentation needed to accompany evidence at time of transmittal.					
	11.1.9.4	Adequate receipts to support chain of custody.					
	11.1.9.5	Instructions directing that lab results be submitted in writing.					
Section 2	Maintenance of Evidence/Property						
	11.2.1	Receipt of Evidence/Property					
	11.2.1.1	Inventoried and logged into agency records as soon as possible.					
	11.2.1.2	Transferred to the property and evidence control function before personnel end their tour of duty.					
	11.2.1.3	Properly referenced to case numbers and described in a written report that also explains how the property came into the agency's possession.					
	11.2.1.4	Properly packaged and labeled prior to being put in storage.					

	11.2.1.5	Properly secured, with additional precautions taken for high value, sensitive or high-risk property, such as currency, jewelry, narcotics, firearms, or biohazards.					
	11.2.1.6	Researched for ownership, with an attempt made to notify the owner.					
	11.2.1.7	Temporarily or permanently released from storage according to agency protocol.					
	11.2.2	Evidence and Property Security					
	11.2.3	After Hours Temporary Storage of Property					
	11.2.4	Authorized Access to Property Storage					
	11.2.5	Disposition of Property					
	11.2.6	System Integrity					
	11.2.6.1	Semi-annual inspections, by the person in charge of the property and evidence control function (or his/her designee), intended to assess compliance with policies and procedures governing property and evidence management and control. These inspections must be conducted independent of any other required inspections or audits. The "person in charge of the property and evidence control function" implies an individual in the organization who oversees the person(s) performing the property and evidence control function.					
	11.2.6.2	An annual audit of property and evidence conducted by a supervisor not directly associated with the property control function. This audit must be conducted independent of other required audits or inspections. It should focus on high risk items; e.g., money, drugs, jewelry, firearms, but may be expanded to include other items. To ensure the integrity of the					

		system and accountability for all property and evidence, the audit should incorporate a one-tailed test of statistical significance to test accuracy within a 95% degree of confidence and a +/- error rate of 4%. The appropriate sample size for such a test can be found in the table located in the context.					
	11.2.6.3	Random, unannounced inspections and/or audits are conducted at the discretion of the agency's chief executive officer. At least one random inspection and/or audit will occur annually. In the event of a random audit, the size of the sample to be audited will be determined by the chief executive officer.					
	11.2.6.4	A comprehensive audit of property and evidence whenever the primary person responsible for property and evidence control is replaced for any reason. The audit should be conducted jointly by the new property custodian and a person designated by the CEO. To ensure the integrity of the system and accountability for all property and evidence, the audit should incorporate a two-tailed test of statistical significance to test accuracy within a 95% degree of confidence and a +/- error rate of 4%. The appropriate sample size for such a test can be found in the table located in the context. An error rate that exceeds 5% of the sample size will require a full inventory of all high-risk property and evidence.					
	11.2.7	Drug Drop-Off Programs					

Section 1	Weapons and Ammunition				
	12.1.1	Firearms, Ammunition and Other Weapons			
	12.1.1.1	Types and specifications of authorized/approved lethal and less lethal weapons.			
	12.1.1.2	Types and specifications of authorized/approved ammunition.			
	12.1.1.3	The protocol for review, inspection, and approval of all weapons intended for use by each employee in the performance of duty prior to them being carried. The process is administered by a qualified weapons instructor or armorer and includes a process for removing unsafe weapons.			
	12.1.1.4	Maintaining a record of each firearm approved for official use.			
	12.1.2	Weapons Proficiency			
	12.1.3	Lethal Weapons Training and Qualification			
	12.1.3.1	A certified weapons instructor must monitor proficiency training.			
	12.1.3.2	Training and proficiency must be documented.			
	12.1.3.3	Where a course of fire or curriculum is established by the State of Wisconsin, officers must satisfy these requirements.			
	12.1.3.4	The agency must have procedures for remedial training for those employees who fail to meet minimum agency defined proficiency levels with an authorized weapon. Remediation must occur prior to resuming official duties.			
	12.1.4	Less Lethal Weapons/Techniques Training			
	12.1.5	Certified Instructors			

Section 2	Employee Training									
	12.2.1	Training Records								
	12.2.2	Class Records								
	12.2.3	Recruit Training								
	12.2.4	Field Training								
	12.2.4.1	A minimum duration of four weeks.								
	12.2.4.2	A rotation of field training assignments to ensure broad experience.								
	12.2.4.3	Structured evaluation of, and reporting on, a recruit's performance by field training officers.								
	12.2.4.4	Selection and training criteria for field training officers.								
	12.2.4.5	Active supervision of field training officers.								
	12.2.5	Annual Training								
	12.2.6	Career Development								
	12.2.6.1	Offering career counseling covering topics such as advancement, specialization or training, to enhance performance in the employee's current position.								
	12.2.6.2	Providing position specific training to officers receiving promotion or assignment to specialized positions.								
	12.2.7	Employee Orientation								
	12.2.8	Remedial Training								

Chapter 13 Critical Incidents

Section 1	Operations									
	13.1.1	All Hazard Plan								
	13.1.1.1	Civil disturbances.								

	13.1.1.2	Mass arrests.							
	13.1.1.3	Bomb threats.							
	13.1.1.4	Hostage/barricaded person situations.							
	13.1.1.5	Acts of terrorism.							
	13.1.1.6	Other unusual incidents or disasters.							
	13.1.2	Special Operations							
	13.1.2.1	Access to a tactical team.							
	13.1.2.2	Guidelines for deployment of a tactical team to supplement field units.							
	13.1.2.3	The responsibilities of operational personnel prior to the arrival of the tactical team.							
	13.1.2.4	Coordination between the tactical team and other operational units.							
	13.1.3	Tactical Teams Selection and Training							
	13.1.4	Specialized Equipment							
	13.1.5	Hostage Negotiator Selection and Training							
	13.1.6	Search and Rescue Teams							
	13.1.6.1	Nature and scope of permitted search and rescue operations.							
	13.1.6.2	Availability of necessary equipment/resources.							
	13.1.6.3	Required training/certification for officers conducting search and rescue operations.							
Section 2	Planning and Organization								
	13.2.1	Planning Responsibility							
	13.2.2	Equipment Inspection							
	13.2.3	Annual Training							

	14.1.1	Treatment of Crime Victims						
	14.1.2	Information						
	14.1.2.1	A list of rights of victims under §950.04(1v).						
	14.1.2.2	The availability of compensation and the address and telephone number at which to contact the department for information concerning compensation.						
	14.1.2.3	The address and telephone number of the intake worker, corporation counsel, or district attorney whom the victim may contact to obtain information concerning the rights of victims and to request notice of court proceedings and the opportunity to confer.						
	14.1.2.4	The address and telephone number of the custodial agency that the victim may contact to obtain information concerning the arrest and/or custody of a suspect in connection with the crime of which he or she is a victim.						
	14.1.2.5	The address and telephone number of the custodial agency the victim may contact for information concerning release of a person arrested or taken into custody for the crime of which he or she is a victim.						
	14.1.2.6	Suggested procedures for the victim to follow if he or she is subject to threats or intimidation arising out of his or her cooperation with law enforcement and prosecution efforts relating to a crime of which he or she is a victim.						
	14.1.2.7	The address and telephone number at which the victim may contact the department or any local agency that provides victim assistance in order to						

		obtain further information about services available for victims, including medical services.					
	14.1.3	Victim Rights					
	14.1.3.1	To effectuate the expeditious return of a victim's stolen or other personal property when no longer needed as evidence. §950.04(1v)(s), Wis. Stats.					
	14.1.3.2	To allow a victim advocate to accompany a victim at a law enforcement interview if requested by a victim of sexual assault, human trafficking, or child sexual abuse, subject to the exceptions listed in §950.045(b), Wis. Stats.					
	14.1.3.3	To provide victims with reasonable and timely information about the status of the investigation upon request.					
	14.1.3.4	That a victim's privacy and safety interests are considered in practices related to the treatment of victim records and information.					
	14.1.4	Safe at Home Law					
Section 2	Witness Rights						
	14.2.1	Witness Rights					
	14.2.1.1	Guidelines and procedures for providing a witness with information about the level of protection available from harm and threats of harm arising out of a witness's cooperation with law enforcement and prosecution efforts.					
	14.2.1.2	A witness's right to not have his or her personal identifiers as defined in §85.103(1), Wis. Stats, including an electronic mail address, used or disclosed					

		for a purpose that is unrelated to the official responsibilities of the official, employee, or agency.					
	14.2.1.3	Procedures for the expeditious return of a witness's property when no longer needed as evidence.					
	14.2.1.4	To be entitled to a speedy disposition of the case in which the person is involved as a witness in order to minimize the length of time they must endure the stress of their responsibilities in connection with the matter.					



Wisconsin Law Enforcement Accreditation Group, Inc.

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Grant Invoice - Annually

June 24th, 2025

Franklin Police Department

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
One-time fee	Application fee	\$350.00	
Annually	WILEAG membership fee	\$600.00	
Annually	WIPAC fee included in WILEAG membership invoice	\$50.00	
Invoiced on the year of your accreditation cycle	WILEAG on-site fee	\$150.00	
	WILEAG assessor lodging, mileage reimbursement, per diem cost (on average \$800 give or take)	\$800.00 (approximately)	
Approximate TOTAL DUE			\$1,950.00

If you have any questions concerning this invoice, contact WILEAG Executive Director Katie Wrightsman at executive.director@wileag.info

Approval Expires 5/31/2025

U.S. Department of Justice

Office of Community Oriented Policing Services



FY25 Community Policing Development Accreditation: Supporting Law Enforcement Agencies in Seeking Accreditation

Assistance Listing #.	16.710
Grants.gov Opportunity Number:	O-COPS-2025-172406
Notice of funding opportunity Release Date:	May 14, 2025
Grants.gov Deadline:	June 24, 2025, 4:59 PM ET
Application JustGrants Deadline:	June 30, 2025, 4:59 PM ET

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, <https://cops.usdoj.gov>) is pleased to announce that it is seeking applications for funding for the FY25 Community Policing Development Accreditation: Supporting Law Enforcement Agencies in Seeking Accreditation program.

Community Policing Development (CPD) funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

The COPS Office welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding, managing the entire project, and monitoring compliance.

The terms and conditions of the federal award are also applicable to subrecipients. Please note the distinction between a subaward that creates a financial assistance relationship to carry out a portion of the federal award and a contract that creates a procurement relationship for the purchase of goods and services needed under the federal award. To assist in making subrecipient and contractor determinations, please refer to the guidance in 2 C.F.R. § 200.331.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

As community policing is common sense policing, throughout the Notice of Funding Opportunity (NOFO) materials, the terms 'community policing' and 'common sense policing' are used interchangeably, unless otherwise specified.

Eligibility

Eligibility for the FY25 Community Policing Development Accreditation: Supporting Law Enforcement Agencies in Seeking Accreditation program is limited to state, local, tribal, or territorial law enforcement agencies.

State and local governmental entities must comply with 8 U.S.C. §1373, which provides that State and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official. For additional information, please see the appendices in the [FY25 Resource Guide for Community Policing Advancement \(CPA\) Programs](#).

Contact Information

Agency Contact Description

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays. In addition, the COPS Office welcomes applicant feedback on this notice of funding opportunity, the application submission process, and the application review process. Provide feedback via email to AskCopsRC@usdoj.gov (Subject line: "FY25 PROGRAM NAME Feedback").

Submission Information

Registration: To submit an application, your entity must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. You will enter the entity's UEI in the application. Award recipients must then maintain an active UEI for the duration of their award. Visit SAM.gov for details and resources for first-time registration or renewal of an existing registration.

Submission: Completing an application is a two-step process:

1. Applicants must register via <https://www.grants.gov> and complete an Application for Federal Assistance, Standard Form 424 (SF-424).
2. The remainder of the application will be completed through the Justice Grants System (JustGrants) at <https://justicegrants.usdoj.gov/>. No other form of application will be accepted. Applications with errors or missing information may be disqualified or rated accordingly. Please note that the application system will not accept incomplete applications or applications with errors.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the "How to Apply" section of this notice of funding opportunity.

All guidance for this program is contained in this Notice of funding opportunity and can also be found at <https://cops.usdoj.gov/accreditation>. In addition to this Notice of funding opportunity, the COPS Office "How to Apply" web page, <http://cops.usdoj.gov/how-to-apply>, provides additional resources to help guide applicants through the process.

The complete application package (this notice of funding opportunity, including links to additional documents) is available on Grants.gov and on the COPS Office website, <https://cops.usdoj.gov>.

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Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has been appropriated more than \$21 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 140,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, <https://cops.usdoj.gov>.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as violent crime, nonviolent crime, and fear of crime. To read an overview of the principles of community policing, please see the COPS Office publication Community Policing Defined.

The COPS Office FY25 CPD Accreditation: Supporting Law Enforcement Agencies in Seeking Accreditation program provides funding directly to state, local, tribal, and territorial law enforcement agencies to support costs related to obtaining law enforcement accreditation from an existing accreditation entity.

Statutory Authority

The COPS Office Program is authorized under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

Program-Specific Information

FY25 Community Policing Development Accreditation: Supporting Law Enforcement Agencies in Seeking Accreditation Program

Program Goal and Objectives

Goal 1: Accreditation funding will increase the number of state, local, territorial, and tribal law enforcement agencies accredited by an independent accreditation body.

- Objective: Funding will allow law enforcement agencies to overcome financial barriers to accreditation.

Background

The U.S. Department of Justice (DOJ) recognizes the importance of law enforcement agencies adhering to the highest standards of police policies and operations. Accreditation enhances the image of a law enforcement agency by connecting agency policies and operations with widely accepted professional standards. The community benefits when it is assured its law enforcement personnel are following best practice policies and procedures to provide efficient, effective, and fair policing. Accreditation involves the process of law enforcement agencies adopting and maintaining operational standards. To obtain accreditation, a law enforcement agency must ensure that it has the appropriate policy standards as defined by the accreditation entity. The decision to seek accreditation is a local one, made by individual law enforcement and governmental leaders, but we know that financial restrictions often limit the ability of an agency to make the improvements necessary to achieve this goal.

Under this solicitation, the COPS Office will fund costs related to obtaining law enforcement accreditation from an existing accreditation entity. These awards will fund investments including civilian employee salaries, sworn officer overtime, contracts for staff, accreditation fees, policy management software, office supplies, and costs associated with internal training for personnel as well as any other expenses directly related to an agency's ability to successfully obtain accreditation. The COPS Office understands that renovation or construction is sometimes necessary for accreditation; however, these costs are unallowable because of National Environmental Protection Act (NEPA) restrictions.

Requirements, deliverables, and projects out of scope

Requirements

- Explain the need for financial support to obtain accreditation.
- Provide a project plan that details the process for obtaining accreditation, including the selected accreditation body.
- Describe how accreditation will be sustained beyond COPS Office funding.

Deliverables

The expected project deliverables should be clearly identified in the application.

- Obtain accreditation from an approved accreditation body.

Projects out of scope

- Applicants that are already accredited or are seeking renewal of an existing accreditation will not be considered.
- Projects that exclusively seek to purchase technology, software, or mobile applications that are not combined with other efforts to seek accreditation will not be considered.
- Funding for equipment not directly relevant to the agency's ability to obtain accreditation will not be considered.
- Applicants seeking jail, training academy, or other non-law enforcement accreditation will not be considered.

Federal Award Information: Awards, Amounts and Durations

Anticipated Number of Awards

8

Anticipated Maximum Dollar Amount of Awards

\$250,000 per award

Period of Performance Start Date

10/1/2025

Period of Performance Duration (months)

24 months

Anticipated Total Amount to be Awarded under Notice of Funding Opportunity

\$2,000,000.00

Federal Award Information

Depending on the quality of applications received and the availability of funding, the COPS Office may not fund every topic or subcategory or may make additional or larger awards under one or more topic area or subcategory. In addition, the COPS Office reserves the right to revise the scope of the project in an application submission and modify the associated budget proposal accordingly.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. With limited funding, the COPS Office expects a competitive notice of funding opportunity.

Length of Award

The COPS Office expects to make the project period for all grants 24 months.

Type of Award

The COPS Office expects to make the awards in the form of a grant, which does not provide for substantial involvement between the federal awarding agency and the nonfederal entity in carrying out the activity contemplated by the federal award. Grant recipients will be responsible for day-to-day project management and may reach out to the COPS Office with assistance in implementing the award.

Cost Sharing or Match

For this opportunity, match is not required.

Eligibility Information

Eligibility for the FY25 Community Policing Development Accreditation: Supporting Law Enforcement Agencies Seeking Accreditation program is limited to state, local, tribal, and territorial law enforcement agencies.

State and local governmental entities must comply with 8 U.S.C. §1373, which provides that State and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official. For additional information, please see the appendices in the [FY25 Resource Guide for Community Policing Advancement \(CPA\) Programs](#).

Application and Submission Information

The complete application package (that is, this NOFO, including links to additional documents) is available on Grants.gov and on the COPS Office website <https://cops.usdoj.gov/>. Completing an application under this program is a two-step process.

Before You Begin: SAM.gov Registration and Unique Entity Identifiers (UEIs)

To submit an application, your entity must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. You will enter the entity's UEI in the application. Award recipients must then maintain an active UEI for the duration of their award. Visit SAM.gov for details and resources for first-time registration or renewal of an existing registration.

The registration and renewal processes can take several weeks. Start these processes at least 30 days prior to the Grants.gov deadline. Applicants who do not begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Step One: Grants.gov

Application for Federal Assistance (SF-424): Applicants must register via <https://www.grants.gov> and complete an Application for Federal Assistance, Standard Form 424 (SF-424). The SF-424 is a required standard form that collects the applicant's name, address, and UEI; the funding opportunity number; and the proposed project title, among other information. It is used as a cover sheet for submission of pre-applications, applications, and related information under discretionary programs. Applicants must complete and submit the SF-424 via <https://www.grants.gov> using the information provided on that site. The SF-424 must be signed by the Grants.gov authorized organizational representative.

Section 8F – Applicant Point of Contact: Enter the name and contact information of the individual who will complete application materials in JustGrants. JustGrants will use this information to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is subject to Executive Order (E.O.) 12372 (Intergovernmental Review). States that participate in the Intergovernmental Review process have an opportunity to review the applicant's submission. Find the names and addresses of state Single Points of Contact (SPOCs) for Intergovernmental Review at the following website: <https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf> . If the applicant's state appears on the SPOC list:

- Contact the state SPOC for information and follow the state's process under E.O. 12372.
- On the SF-424, make the appropriate selection for question 19 once the applicant has complied with its state E.O. 12372 process.

If the applicant's state does not appear on the SPOC list:

- Answer question 19 by selecting, "Program is subject to E.O. 12372 but has not been selected by the state for review."

Applicants are strongly encouraged to register immediately on <https://www.grants.gov>. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants. Refer to the U.S. Department of Justice (DOJ) Application Submission Checklist for additional details.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

Step Two: JustGrants Application

The remainder of the application will be completed through the Justice Grants System (JustGrants) at <https://justicegrants.usdoj.gov/>. No other form of application will be accepted. Applications with errors or missing information may be disqualified or rated accordingly. Please note that the application system will not accept incomplete applications or applications with errors.

Content and Form of Application

This section describes in detail what an application must include. Failure to submit an application that contains all of the specified elements may negatively affect the review of its application; and should a decision be made to make an award, such failure may result in the inclusion of award conditions that prevent the recipient from accessing or using award funds until the recipient satisfies the special conditions and the COPS Office makes the funds available. Applicants must comply with any word and field limit requirements described in this notice of funding opportunity.

Moreover, applicants should anticipate that an application that the COPS Office determines does not address the scope of the solicitation or does not include the application elements that the COPS Office has designated to be critical will neither proceed to peer review nor receive further consideration. For this notice of funding opportunity, the COPS Office has designated the following application elements as mandatory:

- Proposal Abstract (must be brief high-level project description that summarizes the proposed project in 5-6 sentences / 500 words or less)
- Application Questions (must respond to the application questions under the "Data Requested with Application" section)
- Budget Narrative (must be submitted as an attachment in the "Budget/Financial Attachments" section)
- Budget Detail Worksheets (must use the web-based forms in "Budget and Associated Documentation" section)
- Timeline of project deliverables, milestones, activities and who will complete the activities. (must be submitted as an attachment in the "Additional Application Components" section)
- Résumés/Curricula Vitae of Key Personnel (must be submitted as an attachment in the "Additional Application Components" section)
- Letters of support, if applicable (must be submitted as an attachment in the "Additional Application Components" section – **Optional**)

Proposal Abstract

The proposal abstract is entered into a text box in JustGrants. Briefly summarize (in 5–6 sentences) how your agency intends to use this award to achieve the stated program goals, if funded. The abstract should include names of applicant and partners, project title, purpose of the project (including goal and intended outcome), primary activities for which funds are requested, key partners, and who will benefit (including geographic area to be served). The abstract should be coherent, concise, and able to stand alone as a project summary. The abstract will not be scored but is used throughout the review process.

Write your project abstract for a general public audience without any personally identifiable or law enforcement sensitive information. Avoid using acronyms or terminology unfamiliar to a general public audience. This abstract, along with other federal award information, may be published on publicly available government-wide websites.

Data Requested with Application

Applicants must complete the survey questions in the “Data Requested with Application” section of the JustGrants application. A copy of the survey questions required for this NOFO can be found at A copy of the survey questions required for this solicitation can be found at <https://cops.usdoj.gov/accreditation> .

Please refer to the following steps to help guide you through initiating, completing, modifying, and obtaining the status of notice of funding opportunity surveys in the JustGrants system:

- To **initiate** a survey, please click on the **survey title** to open.
- When you have **completed** the survey, please click the “**Finish**” button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
- To go back to the initial **list of surveys**, go to the “**Actions**” menu at the top right corner of the screen and select “**Close**” to exit the survey review screen. The survey you just completed will still display an “**Open**” status.
- To **confirm the completed status** of your survey, go back to the “**Actions**” menu and select “**Refresh**.” The status of your completed survey will change to “**Resolved-Completed**.”
- If you would like to **verify** the survey responses of a completed survey, you may click the **survey title** to reopen the selected survey and **view** your saved responses.
- If you would like to **change and/or update** the survey responses of a completed survey, you may click the “**Re-open**” option to **update** your saved responses.
- Remember, to **confirm the status** of a completed survey, you will need to click the “**Actions**” menu and “**Refresh**.”

Budget and Associated Documentation

Budget Detail Worksheet (Web-Based Form)

Applicants must complete the web-based budget worksheet form in JustGrants, providing narrative entries in the “additional narrative” field to describe and justify each proposed cost.

The information in the “additional narrative” field(s) should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project and demonstrate the efficient use of funding in achieving program goals.

Note: Costs incurred by the applicant prior to the start date of the period of performance of the federal award are unallowable. Requests for reimbursement of items purchased or expenses incurred prior to the award start date (i.e., pre-agreement costs) will not be approved by the COPS Office.

Note: For-profit organizations (as well as other recipients) must forgo any profit or management fee.

Budget requests may be made in the following categories:

- Civilian personnel (base salary and fringe benefits)
- Travel
- Equipment
- Supplies
- Sub-awards
- Procurement contracts
- Other costs
- Indirect costs

Allowable and Unallowable Costs

Definitions for each budget category, as well as information on frequent requests as well as typically allowable and unallowable costs can be found at <https://cops.usdoj.gov/accreditation>. Before preparing your budget, please refer to the detailed list of allowable and unallowable costs for this program. Please note: The unallowable lists are not exhaustive and are generally considered unallowable for the entire notice of funding opportunity, irrespective of where the applicant adds the requested item in the budget. **The COPS Office reserves the right to deny funding for any items that may not be included in this notice of funding opportunity.**

Please be advised that COPS Office funding must not be used for the following:

1. To directly or indirectly support or subsidize an educational service agency, state educational agency, local educational agency, elementary school, secondary school, or institution of higher education that requires students to have received a COVID-19 vaccination to attend any in-person education program.
2. To promote gender ideology.
3. For projects that provide or advance diversity, equity, inclusion, and accessibility, or environmental justice programs, services, or activities.
4. State and local governments and law enforcement agencies that have failed to protect public monuments, memorials, and statues from destruction or vandalism.

If awarded, and it is determined that the applicant is not in compliance with the funding restrictions, the COPS Office may place a hold on the award and/or take other remedial action.

Budget Narrative

Applicants must also complete and attach a separate budget narrative in the “Budget and Associated Documentation” section. The budget narrative provides a space for further elaboration on project activities detailed in the applicant’s responses to application questions. Deliverables and activities that are solely listed in the budget narrative and not described in the applicant's application questions (and vice versa) will be scored negatively during the initial review process. All items will be reviewed on a case-by-case basis and in the context of the allowable and unallowable costs list. The budget narrative should do the following:

- List all requested budget items necessary for completion of the proposed project
- Match and describe every category of expense listed in the budget detail worksheet
- Clearly explain the links between specific project activities and the requested budget item(s) needed to implement those activities
- Be mathematically sound and explain how the applicant estimated and calculated all costs
- Be complete, cost effective, efficient, and allowable (e.g., reasonable, allocable, and necessary for project activities)
- Describe costs by year and cover the full project period

The COPS Office provides a template for the budget narrative that can be used as a voluntary tool to assist your organization in developing this required document. You will be able to access the template (Microsoft Word document) on the [How to Apply](#) web page under the Notice of Funding Opportunity Resources section. (Please delete the template instructions before submitting.)

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and file contents to ensure that reviewers can easily locate application documents. Recommended file formats are Adobe PDF, Microsoft Word, and Microsoft Excel. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Other Budget Documentation

Noncompetitive Justification

Applicants should attach the noncompetitive justification or sole source justification as applicable. Additional guidance can be found in the [Sole Source Justification Fact Sheet](#).

Indirect Cost Rate Agreement (if applicable)

If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, applicants should attach the indirect cost rate agreement. Additional guidance can be found in the [Indirect Cost Rate for COPS Office Awards Fact Sheet](#).

Consultant Rate

Applicants should attach the consultant rate justification as applicable. Additional guidance can be found in the [Consultant/Contractor Rate Information for COPS Office Awards Fact Sheet](#).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. Recommended file formats are Adobe PDF, Microsoft Word, and Microsoft Excel.

Other Supporting Documentation

Curricula Vitae or Résumés

As applicable, applicants will attach a curriculum vitae or résumé for up to three key project staff detailing work experience and educational history and highlighting any experience that is relevant to their ability to successfully carry out assigned project activities.

Memoranda of Understanding (MOU)

For each named partner, include a signed Memorandum of Understanding (MOU) or a letter of intent that confirms the partner's agreement to support the project through commitments of staff time, space, services, or other project needs.

Each MOU should include the following:

- Names of the organizations involved in the agreement
- What service(s) and other work will be performed under the agreement by each organization
- Duration of the agreement

Submit all MOUs together as one attachment to the application. Unsigned draft MOUs may be submitted with the application, but the applicant should describe in a cover page to the attachment why they are unsigned.

Letters of Support

In this section, applicants will attach letters of support from partners such as other law enforcement agencies, community organizations, government officials, or other stakeholders as applicable.

Each letter of support may include descriptions of the following:

- Relationship between the applicant and the supporting entity.
- Need for and benefits that would be gained from the project.
- Applicant's capacity to complete the proposed projects.

Submit letters of support together as one attachment. The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. Recommended file formats are PDF, Microsoft Word, and Microsoft Excel.

Project Timeline

Applicants must attach a separate timeline of activities mapped to the goals and objectives of the proposed project. The timeline must list key activities and milestones and the months/quarters during which they will take place. The timeline attachment should be uploaded in the “Additional Application Components” section of the application.

If funding is awarded, the information provided in the timeline attachment will be used in performance reporting and recipients will have to provide updates on the goals, objectives, and deliverables mentioned in the timeline. The COPS Office encourages applicants to review and link their goals and objectives to the program goals and objectives listed in the Program Description section of this NOFO.

The COPS Office provides a template for the project timeline that can be used as a voluntary tool to assist your organization in developing this required document. You will be able to access the template (Microsoft Word document) on the [How to Apply](#) web page under the Notice of Funding Opportunity Resources section. (Please delete the template instructions before submitting.)

Performance reporting for this award occurs semiannually in March and August. Applicants are encouraged to create an efficient timeline with that aligns milestones and objectives with these performance reporting dates is encouraged.

Disclosures and Assurances

Lobbying Activities

JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of \$100,000. This disclosure requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

For this requirement, lobbying means 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.¹ Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law² to complete and submit a lobbying disclosure should enter "No." By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

U.S. Department of Justice (DOJ) Certified Standard Assurances

Review and accept the [DOJ Certified Standard Assurances](#) in JustGrants. See the [FY25 Resource Guide for Community Policing Advancement \(CPA\) Programs](#) for additional information.

DOJ Certifications

Review the DOJ document [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing](#). Sign the certification document. See the [FY25 Resource Guide for Community Policing Advancement \(CPA\) Programs](#) for more information.

Standard Applicant Information

To begin the JustGrants application, applicants must first complete a web-based form in JustGrants which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives (see following) and verify the legal name, address, and enter the ZIP code(s) for the areas affected by the project. For statewide or nationwide projects, the applicant should enter "State" or "National" in this field.

The Authorized Representatives are the officials who have ultimate and final responsibility for all programmatic and financial decisions regarding this COPS Office application as representatives of the legal recipient (e.g., your agency or organization).

Who should be assigned as Authorized Representatives?

For law enforcement agencies, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the award package. Both the top law enforcement executive and the top government executive must be assigned the role of Authorized Representative in JustGrants.

¹ See 31 U.S.C. 1352; 28 C.F.R. part 69.

² Law referenced is 31 U.S.C. 1352.

For non-law enforcement agencies, (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the award package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. Both the programmatic official and the financial official must be assigned the role of Authorized Representative in Just Grants. Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

Before applicants can complete this section, the two Authorized Representatives must have established accounts in JustGrants after the Grants.gov portion of the application was submitted. Please note: Users assigned as Authorized Representatives must log into the JustGrants system to activate their account. Users will not be visible in JustGrants until they have successfully logged into JustGrants.

For further assistance with accessing JustGrants, please visit the [JustGrants website](#). For further assistance with submitting an application in JustGrants, please visit the [JustGrants Training web page](#).

Federal Civil Rights and Award Review

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

How to Apply

The COPS Office highly recommends applicants work through the [JustGrants DOJ Application Submission Checklist](#) before submitting an application for review. This checklist details each step required to prepare a complete and accurate application submission.

Submission Dates and Time

Completed applications and all mandatory application components must be submitted in JustGrants June 30, 2025, by 4:59 Eastern Standard Time. Please note that technical support will not be available after 5:00 p.m. E.T.

To maintain the integrity of the competitive notice of funding opportunity process, the COPS Office can provide publicly available technical assistance regarding the mechanics of the application but cannot evaluate the merits of an application during the open notice of funding opportunity period.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday,

Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

Late Submissions

The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events.

- Requests for an extension of the Grants.gov deadline must be received no later than June 24, 2025, at 4:59 p.m. EST.
- Requests for an extension of the JustGrants deadline must be received no later June 30, 2025, at 4:59 p.m. EST.

No late submission requests will be considered after the extension requests deadline. Extension of deadlines is rare and is not guaranteed.

To be considered for an extension, applicants must contact the COPS Office Response Center via email at AskCopsRC@usdoj.gov detailing the technical/extraordinary issues that impact application submission. This email must be submitted prior to the deadline for which the applicant is requesting an extension. The applicant's email must include the following information:

- UEI number
- Organization name
- Point of contact name and information
- Application ID
- Nature of the issue/disaster and how it affected the applicant's ability to submit the application on time

The email subject line should read "[Insert Program] Extraordinary Circumstances: [UEI number, Agency Name, Application ID]", with your UEI number and organization name and details filled in. **The COPS Office reserves the right to not consider late submission requests that do not include all of the required information listed above.**

The COPS Office will respond to each applicant as soon as possible with either an approval and instructions for submission or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension:

- Failure to begin the registration process in sufficient time
- Failure to follow instructions on Grants.gov or JustGrants

- Failure of the two assigned Authorized Representatives, with the proper authority, to activate accounts in JustGrants prior to application submission
- Failure to follow all the instructions in the notice of funding opportunity
- Failure to register or update information on the SAM website
- Failure to register or complete the SF-424 in grants.gov

Late submissions may be considered for review at the discretion of the COPS Office on a case-by-case basis due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events.

Application Review Information

Review Process

The COPS Office is committed to ensuring a fair process for making awards. The COPS Office will review the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the notice of funding opportunity.

Applications will undergo a standard review and selection process, which includes a review of basic minimum requirements, review panel ratings, administrative compliance review, a COPS Office senior leadership review and recommendation panel, and the COPS Office Director's selection.

A description of each phase is provided in the following sections. Applicants are encouraged to review their own application prior to submission, with particular attention given to the Basic Minimum Requirements and each of the Review Criteria specified in the descriptions that follow.

Basic Minimum Requirements Review

Once the NOFO closes, COPS Office staff screen and evaluate applications for compliance with basic minimum requirements (BMR).

BMR Review Criteria

Applications that are missing any of the following basic minimum requirements will be disqualified and therefore not scored by review panels.

- Applicant must respond to required application questions.
- Applicant must provide a separate budget narrative that is 60 percent or more allowable.
- Applicant must be a state, local, tribal, or territorial law enforcement agency.
- The proposed project must be within the scope of the solicitation.

Peer Review

A team of reviewers will evaluate applications that meet the eligibility basic minimum requirements. The COPS Office may use internal reviewers, external reviewers, or a combination to assess applications on technical merit using the NOFO's review criteria. An external reviewer is an expert in the subject matter of a given topic area who is not a current federal employee. An internal reviewer is a current federal employee who is well-versed or has expertise in the subject matter of the subcategory. Feedback is advisory only, although reviewer views are considered carefully. Reviewers will be asked to review applications based on the application subcategory and the NOFO's stated purpose for the funding. Reviewers will also be asked to consider the subcategory-specific solicited goals, requirements, and deliverables described in the NOFO language.

Upon completion of their reviews, reviewers will recommend applications that should advance to the next round of review.

Review Criteria

Applications are reviewed based on the overall quality of the responses to the following elements, with no one element varying in importance.

Problem identification and project description

- Explains why the agency has decided to obtain accreditation
- Explains the major activities the agency will undertake and how these activities assist the agency in obtaining accreditation
- Identifies the accreditation entity from which the applicant is seeking accreditation, the current stage of accreditation, and the projected date of accreditation

Project reach and impact

- Explains what data will be gathered and reported in order to evaluate project success
- Describes how accreditation will be sustained once the award ends

Management and implementation

- Describes the overall management and implementation plan for the project including identification of the accreditation body
- Identifies key project staff and their experience as well as the agency capacity to carry out the project

Budget

- Provides a detailed budget narrative with costs that are allowable, appropriate, and reasonable
- Provides a detailed budget that supports the tasks and deliverable(s) outlined in the application
- Provides detailed breakdowns of each budget category and justification for total costs, such as per unit over time or reasonable estimate at time of application submission
- Provides appropriate budget justification documentation, which may include a current indirect cost rate agreement, sole source justification, and consultant rate justification

Cooperation with Federal Immigration Officials

In addition to the criteria listed earlier, the COPS Office will provide priority consideration to state or local law enforcement applicants that respond affirmatively to the application question related to cooperation with federal immigration officials.

Any applicable priority consideration(s) is only one of many factors in making COPS Office funding decisions and does not guarantee an award.

Administrative Compliance Review

All advancing applications will undergo an administrative compliance review. Past financial and programmatic performance with U.S. Department of Justice (DOJ) award funding will be considered in this review process. Past performance may affect the overall rating and ranking of an application. Factors that may be included in the past performance review include the following:

- Applicant adherence to all special conditions in prior awards
- Applicant compliance with programmatic and financial reporting requirements
- Applicant completion of closeout for prior awards in a timely manner
- Whether the applicant has received financial clearances in a timely manner
- Applicant timely resolution of issues identified in an audit or monitoring review
- Applicant adherence to single audit requirements
- Applicant timely completion of work and use of funds in prior awards

Pursuant to 2 C.F.R. Part 200 ("Uniform Guidance"), before award decisions are made, the COPS Office also reviews information related to the degree of risk posed by applicants. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, the COPS Office checks whether the applicant is listed in SAM as excluded from receiving a federal award.

The COPS Office must also review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, “FAPIS”). Applicants may review and comment on any information about their organization or agency in SAM that a federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

The COPS Office may contact applicants regarding budget and financial questions as part of the review process. Contact is not indicative of an award decision. Based on risk findings, the COPS Office may remove an applicant from consideration or apply additional post-award conditions for oversight of the award should it be selected for funding.

Senior Leadership Review

Applications advancing from the initial review undergo a second review conducted by a separate team of federal employees. Evaluation at this stage includes administrative compliance review, alignment with Administration priorities, past performance, project scope, availability of funding, and budget cost-effectiveness.

Director’s Selection

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including prior funding history, current award balances, underserved populations, population served, geographic variety, strategic priorities, past performance, significant concerns regarding ability of the applicant to administer federal funds, and available funding when making awards.

Federal Award Notices

It is anticipated that awards will be announced on or after **October 1, 2025**. Any public announcements will be posted on the COPS Office website. **All award decisions are final and not subject to appeal.**

Notice of award will be sent electronically from JustGrants to the Application Submitter, Authorized Representative, and Entity Administrator. Please note that this notice of award is NOT an authorization to begin performance. This award notification will include instructions on accessing the official award package in JustGrants, enrolling in Automated Standard Application for Payments (ASAP), and accepting the award. The notice of award will contain details about the award including start and end dates, funding amounts, and award conditions. Recipients will be required to log into JustGrants to review, sign, and accept the award package. Applicants not selected for award will receive notification after all award recipients have been notified.

To officially accept and begin your award, your organization must access your award package at <https://justgrants.usdoj.gov/>. Once you access your account, two Authorized Representatives will review and electronically sign the award document (including award terms and conditions and, if applicable, any special award conditions or high-risk conditions) within **45 days of the date shown on the award congratulatory letter**, unless an extension is requested and granted.

The two assigned Authorized Representatives (Law Enforcement Executive / Programmatic Official and Government Executive / Financial Official), as described in the Application Contents and Format section, are required to sign the award package. If either or both Authorized Representatives change between application submission and award receipt, the Entity Administrator will need to update the Authorized Representative(s) in JustGrants.

Your organization will not be able to draw down award funds until the COPS Office receives your signed award document. For more information on accepting your award, please visit the [JustGrants Training page](#) for step-by-step instructions.

The Award Package

The federal award package is the document indicating your official award funding amount, the award number, the award terms and conditions, and award start and end dates. The award start date indicated in the award package means that your organization may be reimbursed for any allowable costs incurred on or after this date. The duration of award is 24 months.

Your FY25 award number is in the following format: 15JCOPS-25-XX-XXXX-XXXX. The COPS Office tracks award information using this number; therefore, it is important to have your award number readily available when corresponding with the COPS Office.

The award terms and conditions are listed in the award package. In limited circumstances, your award package may include additional award conditions or high-risk conditions that prevent your organization from drawing down or accessing award funds until the COPS Office determines that these conditions have been satisfied. Acceptance of the award is an acknowledgement that you are obtaining federal funds from the COPS Office. As part of that agreement, your organization acknowledges that it will comply with all applicable award terms and conditions, including any award or high-risk conditions.

Administrative and National Policy Requirements

In addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must also comply with award terms, conditions, and other legal requirements including, but not limited to, Office of Management and Budget (OMB), U.S. Department of Justice (DOJ), or other federal regulations that will be included in the award or incorporated into the award by reference or applicability.

The COPS Office strongly encourages applicants to review applicable requirements and terms and conditions prior to submitting an application. Terms and conditions for COPS Office awards are available on the COPS Office website in the [FY25 Resource Guide for Community Policing Advancement \(CPA\) Programs](#). Terms and conditions are subject to change before the award is issued. The [FY25 Resource Guide for Community Policing Advancement \(CPA\) Programs](#) also contains additional requirements which apply to this application and award, including audit requirements, suspension, and termination requirements.

Terms, Conditions, and Award Requirements

Please review carefully the [FY25 Resource Guide for Community Policing Advancement \(CPA\) Programs](#) for a full description of each of the listed terms, conditions, and other requirements for this COPS Office program. By submitting your application, your organization assures the COPS Office that you agree to the terms, conditions, and requirements. If awarded funds, by accepting your COPS Office award, your organization agrees to comply with all terms, conditions, and other requirements in your award package and any additional special or high-risk conditions that may be imposed on your award.

Administrative Actions and Legal Remedies Related to Federal Awards

Please be advised that an application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Misuse of COPS Office funds or failure to comply with all COPS Office award requirements may result in legal sanctions including suspension and termination of award funds, the repayment of expended funds, ineligibility to receive additional COPS Office funding, designation on the U.S. Department of Justice (DOJ) High Risk List, and other remedies available by law.

Under the False Claims Act, any credible evidence that a person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving COPS Office funds may be referred to the Office of Inspector General (OIG). The OIG may be contacted at oig.hotline@usdoj.gov, <https://oig.justice.gov/hotline/index.htm>, or 800-869-4499.

Remedies for Noncompliance

Under 2 C.F.R. § 200.339, if the recipient fails to comply with award terms and conditions, the Federal awarding agency may impose additional conditions or take one or more of the following actions as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the Federal award.
- Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or, in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

Prior to imposing sanctions, the COPS Office will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Appeal procedures will follow those in the U.S. Department of Justice regulations in 28 C.F.R. Part 18. Awards terminated due to noncompliance with the federal statutes, regulations, or award terms and conditions will be reported to the integrity and performance system accessible through SAM (currently FAPIIS).

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and any other remedy available by law.

Please be advised that recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Federal Awarding Agency Contact(s)

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Freedom of Information Act and Privacy Act (5 U.S.C. §§ 552 and 552a)

All applications submitted to the COPS Office (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request if DOJ determines that the responsive information is protected from disclosure under the Privacy Act or falls within the scope of one or more of the nine statutory exemptions under FOIA. DOJ cannot agree not to release some or all portions of an application/award file in advance of a request pursuant to the FOIA.

In its review of records that are responsive to a FOIA request, the COPS Office will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. Some examples include certain types of information in budgets and names and contact information for project staff other than certain key personnel. In appropriate circumstances, the COPS Office will request the views of the applicant/recipient that submitted a responsive document.

Feedback to the COPS Office

The COPS Office welcomes applicant feedback on this notice of funding opportunity, the application submission process, and the application review process. Provide feedback via email to AskCopsRC@usdoj.gov (Subject line: "FY25 CPD Accreditation Feedback").

Important: This email is for feedback and suggestions only. Replies are not sent from this mailbox. If you have specific questions on any program or technical aspect of the notice of funding opportunity, you must contact the COPS Office Response Center at AskCopsRC@usdoj.gov.

COPS Office Other Information

Reporting, monitoring, and evaluation requirements

Reporting

If awarded funds, your organization will be required to submit quarterly Standard Form 425 (SF-425) and Federal Financial Reports (FFR) and semiannual Programmatic Performance Reports (see the [FY25 Resource Guide for Community Policing Advancement \(CPA\) Programs](#) for details on performance reporting). Recipients should be prepared to track and report program award funding separately from other funding sources (including other COPS Office federal awards) to ensure accurate financial and programmatic reporting on a timely basis.

Recipients should ensure that they have financial internal controls in place to monitor the use of program funding and ensure that its use is consistent with the award terms and conditions. Good stewardship in this area includes written accounting practices, use of an accounting system that tracks all award drawdowns and expenditures, and the ability to track when award-funded positions are filled or approved purchases are made.

Failure to submit complete reports or submit reports in a timely manner will result in the suspension and possible termination of a recipient's COPS Office award funding or other remedial actions (see the Post Award Requirements & Award Administration section for details).

Monitoring

Federal law requires that agencies receiving federal funding from the COPS Office be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice.

In addition to required performance and financial reporting, awarded organizations will be responsible for the timely submission of a final Closeout Report and any other required final reports. All COPS Office recipients will be required to participate in such award monitoring activities of any part of the U.S. Department of Justice, including but not limited to the COPS Office, the Office of the Inspector General, or any entity designated by the COPS Office.

Please note that the COPS Office may take a number of monitoring approaches, such as site visits, enhanced office-based award reviews, alleged noncompliance reviews, and periodic surveys to gather information and ensure compliance. The COPS Office may seek information including, but not limited to, your organizational compliance with non-supplanting programmatic, and financial requirements of the award, and your progress toward achieving your community policing strategy.

The COPS Office is particularly interested in confirming that the purchase of items and/or services is consistent with the applicant's approved award budget.

If awarded funds, you agree to cooperate with and respond to any requests for information pertaining to your award in preparation for any of the above-referenced award monitoring activities. Please feel free to contact your COPS Office Grant Manager to discuss any questions or concerns you may have regarding the monitoring, reporting, and evaluation requirements.

Program Evaluation

Though a formal assessment is not a requirement, awarded organizations are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping organizations identify areas in need of improvement, providing data about successful processes, and reducing vulnerabilities.

Selected award recipients shall be evaluated on the local level or as part of a national evaluation, pursuant to guidelines established by the Attorney General. Such evaluations may include assessments of individual program implementations. In select jurisdictions that can support outcome evaluations, measurement of the effectiveness of funded programs, projects, and activities may be required. Outcome measures may include crime and victimization indicators, quality of life measures, community perceptions, and police perceptions of their own work.

Financial Management and System of Internal Controls

Award recipients and subrecipients must, as set out in the Uniform Guidance at 2 C.F.R. § 200.303, do the following:

- Establish, document, and maintain effective internal control over the federal award that provides reasonable assurance that the recipient or subrecipient is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award.
- Evaluate and monitor the recipient’s or subrecipient’s compliance with statutes, regulations, and the terms and conditions of federal awards.
- Take prompt action when instances of noncompliance are identified.
- Take reasonable cybersecurity and other measures to safeguard protected personally identifiable information (PII) and other information. This also includes information the federal awarding agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

Audit Requirement

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, Subpart F – Audit Requirements, available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F>, establish the requirements for organizational audits that apply to COPS Office award recipients. Recipients must arrange for the required organization-wide (not award-by-award) audit in accordance with the requirements of Subpart F.

Civil Rights

All recipients are required to comply with nondiscrimination requirements contained in various federal laws. A memorandum addressing federal civil rights statutes and regulations from the Office for Civil Rights, Office of Justice Programs will be included in the award package for award recipients. All applicants should consult the Assurances form to understand the applicable legal and administrative requirements.

Funding to Faith-Based Organizations

Faith-based organizations may apply for this award on the same basis as any other organization, as set forth at, and subject to the protections and requirements of, this part and any applicable constitutional and statutory requirements, including 42 U.S.C. 2000bb et seq. The Department of Justice will not, in the selection of recipients, discriminate for or against an organization on the basis of the organization's religious character, motives, or affiliation, or lack thereof, or on the basis of conduct that would not be considered grounds to favor or disfavor a similarly situated secular organization.

A faith-based organization that participates in this program will retain its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

An organization may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

For additional guidance, please visit [Civil Rights | Partnerships with Faith-Based and Other Neighborhood Organizations | Office of Justice Programs \(ojp.gov\)](#).

Section 508 of the Rehabilitation Act

If you are an applicant using assistive technology and you encounter difficulty when applying, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov. The department is committed to ensuring equal access to all applicants and will assist any applicant who may experience difficulties with assistive technology when applying for awards using the JustGrants System.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 05/30/2025.

Public Reporting Burden: Paperwork Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503. For any questions or comments, please contact Donald Lango, COPS Office Paperwork Reduction Act Program Manager, at Donald.Lango@usdoj.gov.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's responsibilities under the Government Performance and Results Act Modernization Act (GPRA Modernization Act) of 2010, P.L. 111-352), recipients who receive funding from the Federal Government must measure the results of the work that funding supports. This act specifically requires the COPS Office and other federal agencies to set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures for this program will include the following:

- Extent to which COPS Office award funding (e.g., for officers, equipment, training, technical assistance) has increased your agency's community policing capacity
- Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training) have increased your agency's community policing capacity

The objective of these performance measures is to increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training.

Recipients will rate the effectiveness of the COPS Office funding in increasing its community policing capacity. Data will be collected on a periodic basis through performance reports.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving, (2) partnerships, and (3) organizational transformation. The COPS Office requires all applicants to describe how the personnel, technology, equipment, supplies, travel, or training requested will assist the applicant in implementing community policing strategies.

The performance measures for this program can be found at [Compliance and Reporting | COPS OFFICE](#).

As part of the programmatic performance reports, all recipients will be required to report on their progress toward implementing community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to the program to better meet the program's objective and law enforcement agency needs.

Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE October 21, 2025
REPORTS & RECOMMENDATIONS	Review of City Purchasing Card Program	ITEM NUMBER G. 9.

Background

In June 2015 the Common Council adopted Resolution 2015-7096 establishing a purchasing card program. The program has individual limits of \$3,500 per cardholder (one exception in the Police Dept which has a \$5,000 limit).

There are currently 21 active card holders. The cardholder's purchases range from \$10 to \$3,500. In more recent times, cardholders have had issues with maxing out their card, or requesting a one-time increase to make a purchase over \$3,500. Selective increases in card limits would be an administrative improvement. Average monthly use of the card has increased from \$11,000 (in 2021) to approximately \$16,500.

As part of our ongoing effort to streamline processes and strengthen internal controls, I am recommending updates to our current Purchasing Card (P-Card) policy. Resolution 2015-7096 has not been updated since implementation in June, 2015 and these updates aim to better align with organizational needs while reducing the risk of misuse and improving oversight. The last recommendation was presented in October, 2021, in which no action was taken.

Analysis

Having a Credit Card program policy offers several benefits to the City. A few benefits include:

1. Decreases administrative costs & reduces the need for cutting small dollar checks for routine purchases.
The City has seen a postage rate increase of 18 cents since 2021. A new postage rate of 78 cents will take effect on July 13, 2025. The new rate will create a 23-cent increase since 2021. The City cuts roughly 500+ checks every month.
2. The program provides the City with an annual rebate (1%). However, with the low credit limits, the rebate is not generating any real benefit.
2016 - \$269.67
2017 - \$1,489.46
2018 - \$2,194.92
2019 - \$2,468.39
2020 - \$2,369.28
2021 - \$3,245.82
2022 - \$3,502.89
2023 - \$3,035.67
2024 - \$3,960.69
3. Enables quicker identification of unauthorized or noncompliant transactions.
4. Accommodates urgent or time-sensitive purchases without delays from centralized procurement.

There are a few risks with having purchasing cards and those include:

5. Risk of misuse or fraud
6. Limited oversight in real time: allows users to bypass pre-approval workflows
7. Reconciliation gaps: users providing incomplete monthly documentation
8. Policy noncompliance
9. Potential for budget overruns

Recommendation

Staff presented options to the Finance Committee for review and the following changes are recommended by the Finance Committee:

1. Page 1-#6: Add “or by the Director of Administration or Director of Finance if the Mayor is not available” after the word “Mayor”.
2. Page 1-#6: Add letters (n) and (o) defining the following
 - a. (n) Services from a “tax reportable” or “1099” vendor. A tax reportable or 1099 vendor is defined as an individual, sole proprietorship or limited partnership who is paid more than \$600 in a calendar year for services
 - b. (o) Purchases from companies outside of the United States.
3. Repeal the second sentence on Page 2-#9 and add the following sentences, “Full compliance is expected. After 3 occurrences, the purchasing card will be revoked for 6 months.”
4. Repeal Page 2-#4 and replace with “If your purchasing card is lost or stolen, or the cardholder detects that his/her card has been used fraudulently, he/she must contact US Bank immediately at 1-800-344-5696, then notify the Director of Finance as soon as possible.”
5. Page 3-#8: Add “All online purchases that are not tax exempt will require proof that the purchase savings are sufficient to make the expenditure for the best value of the City to be submitted to the Director of Finance prior to purchase and approval must be given.”
6. Page 3-Add #9: “Any returns or credits made on purchases using the purchase card must be credited to the cardholders account (no cash refunds). The cardholder must obtain and retain all appropriate credit documentation.”

COUNCIL ACTION REQUESTED

Adopt Resolution 2025-_____, a Resolution to Amend Resolution No. 2015-7096, a Resolution to Adopt Purchasing Card Policies and Procedures for the City of Franklin and Provide Additional Policy and Procedure Guidelines.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2015-7096, A RESOLUTION TO ADOPT PURCHASING CARD POLICIES AND PROCEDURES FOR THE CITY OF FRANKLIN AND PROVIDE ADDITIONAL POLICY AND PROCEDURE GUIDELINES

WHEREAS, Department Heads use personal funds for incidental City purchases; and

WHEREAS, vendor relationships are created for incidental purchases that require expensive infrastructure to process payments, and

WHEREAS, Purchasing card programs have been established by several vendors that offer means to consolidate these incidental purchases onto one monthly billings, and

WHEREAS, these Purchasing card programs offer participating Wisconsin municipalities additional savings by directing payments thru the Purchasing card programs, and

WHEREAS, it is in the interest of the City of Franklin to participate in a Purchasing card program.

NOW, THEREFORE, BE IT RESOLVED, that a Purchasing Card program be adopted by the City of Franklin with the following Policies

1. City Purchasing cards will be issued to Department Heads and other department staff as requested by department heads with the approval of the Director of Finance & Treasurer and the Mayor.
2. Purchasing cards will be subject to appropriate limits based upon the employee's position and job responsibilities. Maximum limits as follows:
 - a. Per transaction – as determined by the Director of Finance & Treasurer
 - b. Daily – as determined by the Director of Finance & Treasurer
 - c. Monthly \$10,000 per cardholder.
 - d. Finance Department would have available card with \$150,000 limit for payment of certain products/services included in the state contract vendor list. Invoices are still subject to all budgetary controls on transactions.
3. Splitting transactions to avoid transaction or daily limits are expressly prohibited.
4. Purchasing cards to be used only for City purposes. Personal purchases of any type are never allowed.
5. Each card holder is personally responsible for all use of that card except for fraud protection provided by issuer until reported lost/stolen to the card issuer. Card holder agrees to strive to obtain the best value for the City when using the card.
6. The following purchases are never permitted except with written permission by the Mayor, or by the Director of Administration/Director of Finance/Treasurer if the Mayor is not available, subject to re-imbursement by the card holder where appropriate:
 - a. Alcoholic beverages [exceptions as may be granted in the event of a special circumstance or an event where alcohol may be included as a component of an event or ticket price].

- b. Tobacco products
 - c. Gift cards
 - d. Controlled substances
 - e. Capital equipment and upgrades
 - f. Construction, renovation or installation services
 - g. Maintenance agreements
 - h. Personal items or loans
 - i. Purchases involving trade-in of City property
 - j. Rentals (other than short term-autos and otherwise allowed by card issuer program)
 - k. Telephones, related equipment or services (unless otherwise permitted by card issuer program).
 - l. Any other items deemed inconsistent with City services or activities
 - m. Cash advances
 - n. **Services from a "tax reportable" or "1099" vendor. A tax reportable or 1099 vendor is defined as an individual, sole proprietorship or limited partnership who is paid more than \$600 in a calendar year for services**
 - o. **Purchases from companies outside of the United States.**
7. Cardholders should avoid transactions that include transactions fees for use of the card.
 8. Cardholders are required to sign an agreement indicating they accept these terms. Individuals who do not adhere to these policies and procedures risk revocation of their card privileges and/or disciplinary action. An individual perpetrating fraud or theft committed through use of a card will be subject to disciplinary action and/or a criminal complaint.
 9. Required receipts/documentation provided for each purchase with monthly statements. **Repeated failure to provide this information would result in revocation of the card privilege. Full compliance is expected. After 3 occurrences, the purchasing card will be revoked for a period of 6 months.**
 10. Department heads remain responsible for budgetary controls on expenditures.

BE IT FURTHER RESOLVED that procedures for handling card transactions shall include:

1. Cards may be requested for prospective cardholders by written request to the Director of Finance & Treasurer.
2. Statements will be rendered by the issuer to the Finance Department, who will circulate individual statements to card holders. Cardholders are to provide itemized receipts for approval to Department Head (or in the case of the Department Head to their supervisor) for approval. The approved statement is then forwarded to Finance for timely payment. The bank program requires quick payment terms to afford maximum City advantage of program benefits, as such timely processing of approvals is requested to be in Finance within ten days.
3. In the case of meals, each receipt must include the name of the person(s) involved, and a brief description of the business purpose of the purchase.

4. ~~Card holders should immediately notify the Director of Finance & Treasurer of any transactions they do not recognize.~~ If your purchasing card is lost or stolen, or the cardholder detects that his/her card has been used fraudulently, he/she must contact US Bank immediately at 1-800-344-5696, then notify the Director of Finance/Treasurer as soon as possible.
5. Finance department will review each report for appropriate or questionable charges and consult with department head and/or Mayor on issues.
6. All monthly statements submitted for payment must include the dated approval of the cardholder and Department Head (manual or electronic).
7. All monthly statements submitted for payment must have the appropriate account number(s) and the associated amounts.
8. Cardholders should use reasonable effort to ensure that purchases do not include sales tax. Tax exempt certificates are available through the Finance Dept. **All online purchases that are not tax exempt will require proof that the purchase savings are sufficient to make the expenditure for the best value of the City to be submitted to the Director of Finance prior to purchase and approval must be given.**
9. **Any returns or credits made on purchases using the purchase card must be credited to the cardholders account (no cash refunds). The cardholder must obtain and retain all appropriate credit documentation.**

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2025 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

RESOLUTION NO. 2025-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2015-7096, A RESOLUTION TO ADOPT
PURCHASING CARD POLICIES AND PROCEDURES FOR THE CITY OF FRANKLIN
AND PROVIDE ADDITIONAL POLICY AND PROCEDURE GUIDELINES

WHEREAS, Department Heads use personal funds for incidental City purchases; and

WHEREAS, vendor relationships are created for incidental purchases that require expensive infrastructure to process payments, and

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9. Any returns or credits made on purchases using the purchase card must be credited to the cardholders account (no cash refunds). The cardholder must obtain and retain all appropriate credit documentation.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2025 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/21/2025
REPORTS & RECOMMENDATIONS	Approval of 2026 Employee Benefit-Related Coverages	ITEM NUMBER G.10.
BACKGROUND The City of Franklin's employee benefit insurance programs, including health, dental, vision, life, and long-term disability insurance, are due for renewal effective January 1, 2026. The recommendations presented here reflect a comprehensive review of existing plans, claims trends, updated rates, and regulatory requirements. Changes aim to manage rising healthcare costs while maintaining competitive benefits for employees. <i>The Personnel Committee will review these recommendations on October 20, 2025, before the Common Council will finalize them on October 21, 2025.</i> RECOMMENDATION DETAILS 1. Health Insurance Renewal: ○ Stop-loss coverage: Transition to a \$110,000 specific deductible with Symetra, resulting in a 27.45% fixed premium increase over the current plan. ○ Deductible Compliance Update: In compliance with IRS rules, the family plan's individual deductible will increase from \$3,300 to \$3,400 for 2025. The single plan's deductible will remain unchanged. ○ HRA Access Point Adjustments: Employees need to spend before accessing the HRA will increase by \$50 for single coverage (from \$1,650 to \$1,700) and by \$100 for family coverage (from \$3,300 to \$3,400). The City's contribution amounts will remain at \$1,250 for single and \$2,500 for family coverage. ○ Plan Design Changes – We recommend moving to the NexusACO plan which steers claims to lower cost providers. This is expected to lower claims by 7 – 9%. ○ Third-Party Administrator (TPA): Continue with UMR, which has managed the City's PPO, HDHP, HRA, and COBRA services. ○ Pharmacy Benefits: Continue with ServeYou Rx. We have obtained a 3-year pricing proposal. In addition, we recommend instituting their Biosimilar Advantage Formulary and International Sourcing program. ○ NICE Healthcare – Rates for this program will go from \$38/member/month to \$39/member/month, a 2.6% increase. This fee is paid in one-lump sum payment based on January enrollment. ○ Projected Total Increase: The overall health plan, due to increased fixed costs but savings from plan design changes, is anticipated to see a slight reduction in total costs for 2025. 2. Dental Insurance: ○ No premium increases are needed for our self-insured Delta Dental plan. ○ Renewal with our CarePlus Dental HMO plan will result in a 10% increase in premiums. With participation of only about 15 members, this increases the City cost by approximately \$500/year.		

3. Vision Insurance:

- Remain with VSP who has offered renewal at the same premiums with a 2 year rate guarantee thru 12/31/27.

4. Life and Disability Insurance:

- We recommend moving our Life and Long-Term Disability insurance benefits to NIS (thru the League of WI Municipalities). Coverage will be identical to our current plan, rates will go down 12%, and we have received a 5-year rate guarantee.

5. Premium Changes and Employee Contributions:

- It is recommended that both premiums and employee contributions remain the same for 2026.

COUNCIL ACTION REQUESTED

Motion to approve the 2026 employee benefit insurance renewals as outlined, including health, dental, vision, life, long-term disability, and Nice Healthcare plan adjustments. Authorize the Director of Administration to finalize contracts and implement necessary updates to the Employee Handbook.

DOA – KH; HR – DZ; Finance - DB



Self-Funded Renewal Projection

USI has reviewed City of Franklin's medical experience reporting from UMR, Symetra, and ServeYou and has made the following observations.

Medical Plan

Underwriting Period:	The renewal projection calculation includes claims from September 2023 through August 2025.
Large Claims:	Large Claims above the pooling point have been removed.
Trend:	For our calculations we used a trend of 8.0% for medical and 11.5% for drugs. We have not built in any additional margin.
Claims Liability:	The current expected claims are \$1,429.27 PEPM. The renewal resulted in a decrease of about 1.64% or \$53,682.
Administrative Expenses:	UMR's current charge for administrative expenses is \$57.13 PEPM. The renewal resulted in an increase of about 2.68% or \$3,507.
Specific Stop Loss:	The premium for the \$100,000 specific stop loss coverage is currently \$297.62 PEPM. The renewal resulted in an increase of about 41.6% or \$283,791.
Aggregate Stop Loss:	The premium for aggregate stop loss is currently \$10.29 PEPM. The renewal resulted in an increase of about 7.77% or \$1,834.
Total Fixed Fee's	Overall, the current cost for all administrative expenses is \$365.04 PEPM. The renewal resulted in an increase of about 34.56% or \$289,132.

Conclusions

The current expected cost of the plan is \$1,794 PEPM.
Based on the above observations, USI expects an increase of about 5.73% or \$235,449.



City of Franklin
Renewal Projection
January 1, 2026 - December 31, 2026 Renewal

USI Projected Renewal

Renewal Projection Detail	Medical				Rx	
	Experience Periods		Sep 24 - Aug 25		Sep 23 - Aug 24	
A: Actual Paid Claims			\$2,378,660	\$2,991,247	\$1,187,172	\$749,442
B: Large Claims Removed			-\$254,679	-\$395,983	-\$296,194	-\$50,807
C: Claims Paid - After Pooling		A + B	\$2,123,982	\$2,595,263	\$890,978	\$698,635
Adjustments						
Agg Spec			\$75,000			
Credibility Change						
Other Adjustment						
Tier Mix Adjustment			-\$3,355	-\$19,913	-\$1,359	-\$5,210
Adjustment from Paid to Incurred Claims						
D: Total Adjustments			\$71,645	\$55,087	-\$1,359	-\$5,210
E: Total after Adjustments		C + D	\$2,195,627	\$2,650,350	\$889,618	\$693,425
F: Average Contracts			193	195	193	195
H: Claims Per Employee (PEPM)		E / F / 12	\$947.62	\$1,130.21	\$383.95	\$295.70
I: *Trend Used:			8.00%	8.00%	11.50%	11.50%
J: Trended Months			16	28	16	28
L: Experience Rated Claims / Contract			\$1,050.02	\$1,352.54	\$443.93	\$381.21
M: Experience Period Weighting			80%	20%	80%	20%
N: Projected Claims Blended By Year		L * M	\$1,110.52		\$431.38	
O: Manual Claim Pick (Independent Med/Rx)						
P: Credibility			100%		100%	
Q: Rx Rebates and Symetra Experience Refund (Annual)				-\$311,855		

Estimated Renewal	Per Employee	Annualized
R: Projected Contracts		191
S: Projected Claim Cost		
Current Claim Costs Based on 191 EE's	\$1,405.84	\$3,222,195
Change from Current	\$1,429.27	\$3,275,877
Fixed Costs (estimated)	-1.64%	-\$53,682
Administrative Expenses	\$58.66	\$134,449
Specific Stop Loss	\$421.44	\$965,932
Aggregate Stop Loss	\$11.09	\$25,418
T: Total Administrative Fees	\$491.19	\$1,125,799
Projected Total Renewal Cost	\$1,897.03	\$4,347,993
Current Total Budgeted Costs Based on 191 EE's	\$1,794.30	\$4,112,544
Change from Current	5.73%	\$235,449

NOTE: Fixed costs assume an average increase of 35%. The actual renewal will vary.
*The trend used is based on probabilistic data provided by USI Trend Survey respondents and enrollment by carrier.
- We applied an annual Medical and Rx trend of 8.0% and 11.5% respectively, compounded based on Trended Months from line J.



City of Franklin
Proposed Plan Funding - Medical
January 1, 2026 - December 31, 2026 Renewal

Proposed Funding	Current	Initial Renewal	Adjusted Renewal
	Current Plans	No Plan Changes	Future Enhancements- ServeYou Rx Savings Summary, Biosimilar Advantage Formulary Move, and NexusACO Network
Projected Fixed Costs	\$836,667	\$1,125,799	\$1,125,799
Estimated Expected Claims Plan Design Adjustments - Estimated Percent of Savings - Estimated Claims Savings	\$3,275,877	\$3,222,195	\$3,222,195
Total Projected Plan Costs		0.00%	-9.44%
Funding from Reserves	\$4,112,544	\$0	-\$410,467
Total Cost for Funding		\$4,347,993	\$3,937,526
Percent of Funding Variance	\$4,112,544	5.73%	-4.26%
Reduction from Renewal			

Premium Rates	Enrollment	Current Plans	No Plan Changes	ServeYou Rx Savings Summary, Biosimilar Advantage Formulary Move,
Plan 1 - PPO				
Employee	15	\$1,090.00	\$1,152.40	\$1,043.61
Family	36	\$2,373.00	\$2,508.86	\$2,272.01
Plan 2 - HDHP				
Employee	53	\$974.00	\$1,029.76	\$932.55
Family	87	\$2,176.00	\$2,300.58	\$2,083.40
Total Estimated Premium				
Monthly Premium	191	\$342,712	\$362,333	\$328,127
Annual Premium		\$4,112,544	\$4,347,993	\$3,937,526
Annual Change from Current			\$235,449	-\$175,018
% Change from Current			5.73%	-4.26%
Notes: ServeYou Rx claims will be reduced by \$136,900.98 due to renewal enhancements and reduced an additional \$107,198.13 due to Biosimilar Advantage Formulary move. The group will also be moving to the NexusACO Network and Medical Claims for the current and prior R12 after the removal of Large Claims have been reduced by 7.5% for a total combined savings of \$166,367.84.				



Group: City of Franklin
Effective Date: 01/01/2026

Specific Stop Loss		Current	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5
Carrier Rating		Symetra	Symetra	Symetra	HCC	ISU	Voya	Voya
Carrier Rating		A	A	A	A++	A	A	A
TPA		UMR	UMR	UMR	UMR	UMR	UMR	UMR
PPO Network		UHC Choice+	UHC Nexus ACO	UHC Nexus ACO	UHC Choice+	UHC Choice+	UHC Choice+	UHC Choice+
UR Vendor		UMR	UMR	UMR	UMR	UMR	UMR	UMR
PBM		ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx
Stop Loss Commission %:		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
UMR Fee PPM \$:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specific Contract		Paid	Paid	Paid	24/12	24/12	24/12	24/12
Specific Deductible		\$100,000	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000
Aggregating Specific Deductible		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
NNL RC Included		Yes	Yes	Yes	Yes	Yes	Yes	Yes
RC %		50%	50%	50%	50%	50%	50%	50%
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Specific Policy Year Maximum		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Max		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Advance		Yes	Yes	Yes	Yes	Yes	Yes	Yes
Experience Refund		Yes	Yes	Yes	Yes	Yes	Yes	Yes
Retirees Covered		Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65
Lives								
64								
Single Premium		\$149.11	\$196.85	\$183.92	\$161.86	\$146.36	\$174.33	\$169.99
Family Premium		\$379.72	\$524.15	\$489.72	\$454.22	\$379.34	\$543.84	\$530.04
Composite		\$301.21	\$412.73	\$354.62	\$354.69	\$300.03	\$418.05	\$407.47
Monthly Specific Premium		\$56,628.32	\$77,593.00	\$72,496.16	\$66,682.32	\$56,405.20	\$78,593.28	\$76,604.32
Annual Specific Premium		\$679,539.84	\$931,116.00	\$869,953.92	\$800,187.84	\$676,862.40	\$943,119.36	\$919,251.84
% Difference			37.02%	-8.39%	17.75%	-0.39%	38.79%	35.28%
Firm Through			Firm through 10/24	Firm through 10/24	Firm through 10/20	Declined to Firm	Firm through 10/23	Firm through 10/23
Lasers								
C15751086-00		\$0	\$0	\$0	\$0	\$0	\$0	\$0
C15751184-00		\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$325,000	\$0	\$0	\$0
		\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
		\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
		\$0	\$0	\$0	\$175,000	\$0	\$0	\$0
Aggregate Stop Loss								
Aggregate Contract		Paid	Paid	Paid	24/12	24/12	24/12	24/12
Aggregate Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Aggregate Corridor		125%	125%	125%	125%	125%	125%	125%
Aggregate Policy Year Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Total Lives								
188								
Total Age Rate		\$10.29	\$11.39	\$11.41	\$11.09	\$11.37	\$11.17	\$11.17
Monthly Aggregate Premium		\$1,934.52	\$2,141.32	\$2,084.92	\$2,084.92	\$2,137.56	\$2,099.96	\$2,099.96
Annual Aggregate Premium		\$23,214.24	\$25,695.84	\$25,740.96	\$25,019.04	\$25,650.72	\$25,199.52	\$25,199.52
% Difference			10.69%	10.88%	7.77%	10.50%	8.55%	8.55%
Aggregate Attachment								
Single Attachment		\$910.87	\$921.82	\$923.06	\$927.53	\$847.33	\$831.29	\$831.29
Family Attachment		\$2,235.04	\$2,302.53	\$2,305.63	\$2,137.04	\$2,411.46	\$2,525.40	\$2,525.40
Composite		\$1,784.26	\$1,832.50	\$1,834.97	\$1,725.29	\$1,878.89	\$1,948.68	\$1,948.68
Monthly Claims Liability		\$335,440.64	\$344,510.20	\$344,973.96	\$324,354.88	\$353,250.16	\$366,352.16	\$366,352.16
Annual Claims Liability		\$4,025,287.68	\$4,134,122.40	\$4,139,687.52	\$3,892,258.56	\$4,239,001.92	\$4,396,225.92	\$4,396,225.92
% Difference			2.70%	2.84%	-3.30%	5.31%	9.22%	9.22%
Aggregate Run-In Limit		\$0.00	\$0.00	\$0.00	\$583,839.00	\$0.00	\$0.00	\$0.00
Total Reinsurance Expense								
Annual Fixed Premium		\$702,754.08	\$956,811.84	\$895,694.88	\$825,206.88	\$702,513.12	\$968,318.88	\$944,451.36
% Difference			36.15%	27.45%	17.42%	-0.03%	37.79%	34.39%
Maximum Cost Liability w/o Laser(s)		\$4,803,041.76	\$5,165,934.24	\$5,110,382.40	\$4,792,465.44	\$5,016,515.04	\$5,435,544.80	\$5,415,077.28
% Difference			7.56%	6.40%	-0.22%	4.44%	13.25%	12.76%

* Additional laser liability = Total laser liability - Specific deductible x total number of insured claimants
Proprietary & Confidential

Recommended
Option



Group: City of Franklin
Effective Date: 01/01/2026

Specific Stop Loss		Current	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5
Carrier		Symetra	Symetra	Symetra	HCC	ISU	Voya	Voya
Carrier Rating		A	A	A	A++	A	A	A
TPA		UMR	UMR	UMR	UMR	UMR	UMR	UMR
PPO Network		UHC Choice+	UHC Nexus ACO	UHC Nexus ACO	UHC Choice+	UHC Choice+	UHC Choice+	UHC Choice+
UR Vendor		UMR	UMR	UMR	UMR	UMR	UMR	UMR
PBM		ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx
Stop Loss Commission %:		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
UMR Fee PEPM \$:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specific Contract		Paid	Paid	Paid	24/12	24/12	24/12	24/12
Specific Deductible		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Aggregating Specific Deductible		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
NNL RC Included		Yes	Yes	Yes	Yes	Yes	Yes	Yes
RC %		50%	50%	50%	50%	50%	50%	50%
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Specific Policy Year Maximum		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Max		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Advance		Yes	Yes	Yes	Yes	Yes	Yes	Yes
Experience Refund		Yes	Yes	Yes	Yes	Yes	Yes	Yes
Retirees Covered		Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65	Both Pre & Post 65
Lives								
64								
Single Premium		\$149.11	\$210.69	\$198.94	\$185.18	\$157.04	\$192.49	\$187.72
Family Premium		\$379.72	\$550.44	\$519.77	\$494.73	\$406.21	\$583.29	\$568.56
Composite		\$301.21	\$434.78	\$410.55	\$389.35	\$321.39	\$450.25	\$438.91
Monthly Specific Premium		\$56,628.32	\$81,738.72	\$73,183.64	\$73,198.04	\$60,420.60	\$84,647.32	\$82,515.52
Annual Specific Premium		\$679,539.84	\$980,864.64	\$926,203.68	\$878,376.48	\$725,047.20	\$1,015,167.84	\$990,186.24
% Difference			44.34%	36.30%	29.26%	6.70%	49.48%	45.71%
Firm Through		Firm through 10/24	Firm through 10/24	Firm through 10/24	Firm through 10/20	Declined To Firm	Firm through 10/23	Firm through 10/23
Lasers								
C15751086-00		\$0	\$0	\$0	\$0	\$0	\$0	\$0
C15751184-00		\$0	\$0	\$0	\$325,000	\$0	\$0	\$0
		\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
		\$0	\$0	\$0	\$250,000	\$0	\$0	\$0
		\$0	\$0	\$0	\$175,000	\$0	\$0	\$0
Aggregate Stop Loss								
Aggregate Contract		Paid	Paid	Paid	24/12	24/12	24/12	24/12
Agg Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Aggregate Corridor		125%	125%	125%	125%	125%	125%	125%
Aggregate Policy Year Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Total Lives								
188								
Total Agg Rate		\$10.29	\$11.07	\$11.07	\$10.89	\$10.46	\$10.29	\$10.29
Monthly Aggregate Premium		\$1,934.52	\$2,081.16	\$2,001.16	\$2,047.32	\$1,966.48	\$1,934.52	\$1,934.52
Annual Aggregate Premium		\$23,214.24	\$24,973.92	\$24,973.92	\$24,567.84	\$23,214.24	\$23,214.24	\$23,214.24
% Difference			7.58%	7.58%	5.83%	1.65%	0.00%	0.00%
Aggregate Attachment								
Lives								
64								
Single Attachment		\$910.87	\$910.31	\$910.31	\$892.19	\$836.14	\$820.09	\$820.09
Family Attachment		\$2,235.04	\$2,273.78	\$2,273.78	\$2,073.79	\$2,379.63	\$2,491.39	\$2,491.39
Composite		\$1,784.26	\$1,809.62	\$1,809.62	\$1,671.54	\$1,854.19	\$1,922.44	\$1,922.44
Monthly Claims Liability		\$335,440.64	\$340,208.56	\$340,208.56	\$314,250.12	\$348,587.08	\$363,418.12	\$363,418.12
Annual Claims Liability		\$4,025,287.68	\$4,082,502.72	\$4,082,502.72	\$3,771,001.44	\$4,183,044.96	\$4,337,017.44	\$4,337,017.44
% Difference			1.42%	1.42%	-6.32%	3.92%	7.74%	7.74%
Aggregate Run-in Limit		\$0.00	\$0.00	\$0.00	\$565,650.00	\$0.00	\$0.00	\$0.00
Total Reinsurance Expense								
Annual Fixed Premium		\$702,754.08	\$1,005,838.56	\$951,177.60	\$902,944.32	\$748,644.96	\$1,038,982.08	\$1,013,400.48
% Difference			43.13%	35.35%	28.49%	6.53%	47.84%	44.20%
Maximum Cost Liability w/o Laser(s)		\$4,803,041.76	\$5,163,341.28	\$5,108,680.32	\$4,748,945.76	\$5,006,889.92	\$5,425,417.92	\$5,425,417.92
% Difference			7.50%	6.36%	-1.13%	4.24%	13.49%	12.96%

* Additional Laser Liability = Total Laser Liability - Specific Deductibles x Total number of insured claimants
Proprietary & Confidential

City of Franklin

Pricing Proposal Effective 01/01/2026

All discounts below are 100% pass-through

MAIL SERVICE

Amazon Pharmacy	Discounts	Dispensing Fee	Admin Fee
Brand Discount	AWP - 24.50%	\$0.00	\$7.50 PMPM
Generic Effective Rate	AWP - 89.50%	\$0.00	\$7.50 PMPM

RETAIL

90-day at National Network	Discounts	Dispensing Fee	Admin Fee
Brand Discount	AWP - 23.25%	\$0.00	\$7.50 PMPM
Generic Effective Rate	AWP - 89.50%	\$0.00	\$7.50 PMPM
30-day at National Network	Discounts	Dispensing Fee	Admin Fee
Brand Discount	AWP - 19.75%	\$0.50	\$7.50 PMPM
Generic Effective Rate	AWP - 86.60%	\$0.50	\$7.50 PMPM

SPECIALTY

SYRx Specialty Network	Discounts	Dispensing Fee	Admin Fee
Waltz Health - Exclusive	MAC OR AWP - 20.00%	\$50.00	\$7.50 PMPM
Open	MAC OR AWP - 17.00%	\$50.00	\$7.50 PMPM

REBATES

100% pass-through based on actual rebates earned with minimum guaranteed amount of:

Channel	SYRx Select Formulary	Biosimilar Advantage Formulary
Retail 30	\$330.00 Per Brand Claim	\$330.00 Per Brand Claim
Retail 90	\$850.00 Per Brand Claim	\$850.00 Per Brand Claim
Mail	\$850.00 Per Brand Claim	\$850.00 Per Brand Claim
Specialty	\$4,000.00 Per Brand Claim	\$2,000.00 Per Brand Claim

The pricing fees quoted above are based on execution of a three year contract and the current plan design. Serve You Rx Reserves the right to review the pricing in the event of a change in plan design.

The offer is net of any undisclosed commission payable. This offer is valid for 60 days after 08/26/2025.

The administrative fee quoted above is based on a per member per month (PMPM) basis.

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City of Franklin

Pricing Proposal Effective 01/01/2027

All discounts below are 100% pass-through

MAIL SERVICE

Amazon Pharmacy	Discounts	Dispensing Fee	Admin Fee
Brand Discount	AWP - 24.50%	\$0.00	\$7.75 PMPM
Generic Effective Rate	AWP - 89.60%	\$0.00	\$7.75 PMPM

RETAIL

90-day at National Network	Discounts	Dispensing Fee	Admin Fee
Brand Discount	AWP - 23.35%	\$0.00	\$7.75 PMPM
Generic Effective Rate	AWP - 89.60%	\$0.00	\$7.75 PMPM
30-day at National Network	Discounts	Dispensing Fee	Admin Fee
Brand Discount	AWP - 19.85%	\$0.50	\$7.75 PMPM
Generic Effective Rate	AWP - 86.70%	\$0.50	\$7.75 PMPM

SPECIALTY

SYRx Specialty Network	Discounts	Dispensing Fee	Admin Fee
Waltz Health - Exclusive	MAC OR AWP - 20.00%	\$50.00	\$7.75 PMPM
Open	MAC OR AWP - 17.00%	\$50.00	\$7.75 PMPM

REBATES

100% pass-through based on actual rebates earned with minimum guaranteed amount of:

Channel	SYRx Select Formulary	Biosimilar Advantage Formulary
Retail 30	\$340.00 Per Brand Claim	\$340.00 Per Brand Claim
Retail 90	\$880.00 Per Brand Claim	\$880.00 Per Brand Claim
Mail	\$880.00 Per Brand Claim	\$880.00 Per Brand Claim
Specialty	\$4,100.00 Per Brand Claim	\$2,100.00 Per Brand Claim

The pricing fees quoted above are based on execution of a three year contract and the current plan design. Serve You Rx Reserves the right to review the pricing in the event of a change in plan design.

The offer is net of any undisclosed commission payable. This offer is valid for 60 days after 08/26/2025.

The administrative fee quoted above is based on a per member per month (PMPM) basis.

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City of Franklin

Pricing Proposal Effective 01/01/2028

All discounts below are 100% pass-through

MAIL SERVICE

Amazon Pharmacy	Discounts	Dispensing Fee	Admin Fee
Brand Discount	AWP - 24.50%	\$0.00	\$8.00 PMPM
Generic Effective Rate	AWP - 89.70%	\$0.00	\$8.00 PMPM

RETAIL

90-day at National Network	Discounts	Dispensing Fee	Admin Fee
Brand Discount	AWP - 23.45%	\$0.00	\$8.00 PMPM
Generic Effective Rate	AWP - 89.70%	\$0.00	\$8.00 PMPM
30-day at National Network	Discounts	Dispensing Fee	Admin Fee
Brand Discount	AWP - 19.95%	\$0.50	\$8.00 PMPM
Generic Effective Rate	AWP - 86.80%	\$0.50	\$8.00 PMPM

SPECIALTY

SYRx Specialty Network	Discounts	Dispensing Fee	Admin Fee
Waltz Health - Exclusive	MAC OR AWP - 20.00%	\$50.00	\$8.00 PMPM
Open	MAC OR AWP - 17.00%	\$50.00	\$8.00 PMPM

REBATES

100% pass-through based on actual rebates earned with minimum guaranteed amount of:

Channel	SYRx Select Formulary	Biosimilar Advantage Formulary
Retail 30	\$350.00 Per Brand Claim	\$350.00 Per Brand Claim
Retail 90	\$910.00 Per Brand Claim	\$910.00 Per Brand Claim
Mail	\$910.00 Per Brand Claim	\$910.00 Per Brand Claim
Specialty	\$4,200.00 Per Brand Claim	\$2,200.00 Per Brand Claim

The pricing fees quoted above are based on execution of a three year contract and the current plan design. Serve You Rx Reserves the right to review the pricing in the event of a change in plan design.

The offer is net of any undisclosed commission payable. This offer is valid for 60 days after 08/26/2025.

The administrative fee quoted above is based on a per member per month (PMPM) basis.

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ANCILLARY SERVICES

Eligibility

- Electronic submission..... No Charge
- Manual submission..... \$1.25 per entry

Direct Reimbursement

- Processing paper claims \$2.50 per entry
- Coordination of benefits and member-submitted paper claim (secondary COB)..... \$3.50 per claim
- Adjudication of Gov't reimbursement claims.....\$3.50 per claim

Member Materials

- Targeted communications or replacement, re-issuance or customization of any materials..... Quoted per request
- Reprinting of entire group's ID cards..... \$0.30 per card
- Mailings..... Actual postage charges

PROGRAMS AVAILABLE AT AN ADDITIONAL COST

Adherence Monitoring Program.....\$0.36 PEPM

The Serve You Rx Adherence Monitoring Program identifies potentially non-adherent patients via review of targeted therapy refill patterns for a 28-day or greater supply of a maintenance medication used to treat diabetes, high cholesterol and/or high blood pressure. By encouraging these patients to take their medications as prescribed through targeted letter reminders, the program aims to improve outcomes and to reduce overall healthcare costs by decreasing the likelihood and frequency of hospitalizations, emergency room visits, physician office visits and the use of adjunctive medications.

Clinical Review..... \$55 each

Clinical Review means any review requiring the professional judgment or expertise of a Serve You Rx pharmacist and includes all Clinical Prior Authorizations. Clinical Reviews may also include other hard halt point-of-service edits such as Standard Prior Authorization reviews, Step Therapy reviews, Quantity Limits review, high-dollar claim reviews, and other reviews that necessitate a pharmacist's professional judgment or expertise.

CAAP Rx[®] 15% of computed savings

CAAP Rx proactively identifies assistance programs provided by specialty drug manufacturers and applies Serve You Rx clinical intelligence to dynamically adjust benefit design for participating specialty drugs. Under this program, the amount the plan pays for specialty drug prescriptions is lowered by adjusting the member cost share amount to take full advantage of the assistance offered by drug manufacturers. The adjusted amount is accounted for via accumulator management. CAAP Rx dynamically sets member cost share by drug for each dispense, based on dose, frequency of administration, and available manufacturer financial assistance. The result is continued affordability for the member, promotion of adherence to therapy, and maximum plan savings.

Specialty Assist Program.....\$12 PEPM

The Serve You Rx Specialty Assist Program is a specialty drug coverage carve-out solution that helps members who qualify for need-based assistance receive their specialty medications at no or low cost. Under this program, the Serve You Rx Specialty Assist team rapidly identifies and intervenes at the time a specialty drug is initially prescribed. This team of pharmacy experts and care coordinators guides members and their prescribers through the medication assistance program coverage application process with successful cases resulting in plan savings of up to 100% compared to conventional specialty drug coverage.

Savings Summary

8430 City of Franklin

ADMINISTRATIVE FEES

	CURRENT COSTS	PROPOSED COSTS	SAVINGS	SAVINGS %
Serve You Rx Administrative Fees	\$40,638.00	\$46,890.00	-\$6,252.00	-0.5%

PRICE COMPARISON

	# CLAIMS	CURRENT COSTS	SERVE YOU Rx COSTS	SAVINGS	SAVINGS %
MAIL SERVICE					
Total Mail Service	148	\$26,725.33	\$26,574.52	\$150.81	
% Mail Service Utilization = 5.3%					
RETAIL 90					
Total Retail 90	1,281	\$152,045.96	\$141,558.81	\$10,487.15	
RETAIL 30					
Total Retail 30	2,383	\$297,602.18	\$283,415.99	\$14,186.19	
SPECIALTY					
Total Specialty	100	\$842,898.25	\$838,440.42	\$4,457.83	
TOTALS	3,912	\$1,319,271.72	\$1,289,989.74	\$29,281.98	2.2%
TOTAL ESTIMATED SAVINGS from Drug Spend				\$29,281.98	2.2%

REBATES

	CURRENT REBATE TOTAL	PROPOSED REBATE PER CLAIM	PROPOSED REBATE TOTAL	SAVINGS	SAVINGS %
REBATE AGREEMENT					
Select Formulary*					
Per mail service brand claim		\$850.00	\$14,450.00		
Per retail 90 brand claim		\$850.00	\$53,550.00		
Per retail 30 brand claim		\$330.00	\$99,660.00		
Per specialty brand claim		\$4,000.00	\$328,000.00		
TOTALS	\$381,789.00		\$495,660.00		
TOTAL ESTIMATED SAVINGS from Rebates				\$113,871.00	8.6%
TOTAL ESTIMATED SAVINGS				\$136,900.98	10.4%

This document contains savings estimates only and does not constitute a guarantee

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CLAIM FILE STATISTICS and ASSUMPTIONS

ORIGINAL CLAIM FILE STATISTICS

Total Transactions	4,070
Paid Claims	4,070
Reversed Claims	0

Excluded Claims

16 Compound Claim(s)
7 Federal Supply Schedule Claim(s)
135 Vaccine Claim(s)

Net paid claims used for analysis	3,912
Historical Claim Dates	August 01, 2024 - July 31, 2025

CLAIM IDENTIFICATION

- Prescriptions were categorized as brand or generic based on current MediSpan drug file
- Specialty prescriptions were categorized based on Serve You Rx's Specialty Drug List
- Mail Service claims were categorized by the Mail Order Flag (or Pharmacy NABP#)
- Retail 90 claims were categorized by non-mail order claims with 84 days supply and greater

PRICING COMPONENTS

- Average Wholesale Price from the date of service was used so as not to artificially inflate savings
- Generics were priced using the current Maximum Allowable Cost where applicable

ASSUMPTIONS

- The savings analysis did not assume any shifts in utilization (brand claims converted to generic/retail claims converted to mail service)
- The savings analysis assumes an exclusive specialty arrangement with Serve You Rx Specialty Pharmacy

* U&C pricing was not included in the file. As a result, an additional 2% or more savings may be achieved.

* Standard Formulary - Managed requires a 3-Tier or 4-Tier copay structure with a minimum \$15 differential between Tier 2 and Tier 3 copay.

* Rebates quoted for the Serve You Select Formulary require adoption without deviation of the Serve You Rx Select Formulary.

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Biosimilar Advantage Formulary Analysis

8430 City of Franklin

Time Period: August 01, 2024 - July 31, 2025

ANALYSIS						
ORIGINAL DRUG NAME	PREFERRED DRUG NAME	MEMBERS	CLAIMS	ORIGINAL COST	PREFERRED COST	SAVINGS
Humira (2 Pen)	Adalimumab-adbm (2 Syringe)	2	12	\$ 81,742.20	\$ 18,403.90	\$ 63,338.30
Rinvoq	Adalimumab-adbm (2 Syringe)	2	24	\$ 155,211.05	\$ 39,351.21	\$ 115,859.83
TOTAL		4	36	\$ 236,953.25	\$ 57,755.12	\$ 179,198.13

NET SAVINGS	
Biosimilar Advantage Formulary Savings	\$ 179,198.13
Reduction in Rebates	\$ (72,000.00)
NET SAVINGS	\$ 107,198.13

Assumptions

This document contains estimates only and does not constitute a guarantee.

The savings above assumes 100% member adoption of the preferred biosimilar alternative.

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International Sourcing Analysis

8430 City of Franklin

Time Period: August 01, 2024 - July 31, 2025

SUMMARY

	ESTIMATED NET COST	INTERNATIONAL PRICE	SAVINGS	SAVINGS%
International	\$ 490,309.40	\$ 219,625.12	\$ 270,684.28	55.21%
Program Charge: \$3.00 PEP			\$ 6,768.00	
NET SAVINGS AFTER PROGRAM CHARGE			\$ 263,916.28	

PRODUCT DETAIL

PRODUCT NAME	CLAIM COUNT	UTILIZING MEMBERS	ESTIMATED SYRx NET COST	INTERNATIONAL PRICE	SAVINGS	SAVINGS%
Nubeqa	6	1	\$ 68,622.64	\$ 22,350.48	\$ 46,272.16	67.43%
Nurtec	3	1	\$ 1,500.53	\$ 1,363.47	\$ 137.06	9.13%
Otezla	7	1	\$ 20,350.33	\$ 9,749.40	\$ 10,600.93	52.09%
Advair HFA	1	1	\$ 139.69	\$ 101.47	\$ 38.22	27.36%
Breo Ellipta	7	2	\$ 1,511.87	\$ 1,370.10	\$ 141.77	9.38%
Brilinta	4	1	\$ 3,227.03	\$ 1,606.34	\$ 1,620.70	50.22%
Dupixent	27	3	\$ 82,159.86	\$ 70,699.50	\$ 11,460.36	13.95%
Eliquis	15	3	\$ 11,937.66	\$ 5,307.53	\$ 6,630.13	55.54%
Enbrel SureClick	6	1	\$ 31,382.64	\$ 15,985.98	\$ 15,396.66	49.06%
Premarin	2	1	\$ 459.69	\$ 367.88	\$ 91.81	19.97%
Qvar RediHaler	11	2	\$ 2,074.79	\$ 1,103.77	\$ 971.01	46.80%
Rinvoq	13	2	\$ 54,817.68	\$ 24,927.13	\$ 29,890.55	54.53%
Slynd	3	1	\$ 572.79	\$ 267.80	\$ 304.99	53.25%
Trelegy Ellipta	10	1	\$ 3,886.99	\$ 1,574.23	\$ 2,312.76	59.50%
Trintellix	4	1	\$ 1,918.32	\$ 793.85	\$ 1,124.46	58.62%
Januvia	5	1	\$ 4,187.99	\$ 2,790.30	\$ 1,397.69	33.37%
Jardiance	25	7	\$ 19,012.93	\$ 1,474.12	\$ 17,538.81	92.25%
Vraylar	12	1	\$ 14,324.03	\$ 2,650.40	\$ 11,673.63	81.50%
Xarelto	3	2	\$ 2,755.19	\$ 389.90	\$ 2,365.29	85.85%
Kisqali (400 MG Dose)	12	1	\$ 159,338.67	\$ 52,030.92	\$ 107,307.75	67.35%
Linzess	10	2	\$ 6,128.09	\$ 2,720.55	\$ 3,407.54	55.61%
TOTAL	186	36	\$ 490,309.40	\$ 219,625.12	\$ 270,684.28	55.21%

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Plan Design Changes - QHDHP Plan

		Current Plan - QHDHP		Nexus Plan 2 - QHDHP	
Nexus Type		Non-Nexus		Open Access	
Product (POS, PPO, EPO, HMO)		PPO		PPO	
HSA/HRA/Neither		HRA		HRA	
INN Benefits		Tier 1	Tier 2	Tier 1	Tier 2
Deductible*		\$3000/\$6000 (emb \$3300)	\$3000/\$6000 (emb \$3300)	\$3000/\$6000 (emb \$3400)	\$3000/\$6000 (emb \$3400)
Coinsurance		90%	80%	90%	70%
Out-of-Pocket*		\$4500/\$9000 (emb \$4500)	\$4500/\$9000 (emb \$4500)	\$5000/\$9000 (emb \$5000)	\$5000/\$9000 (emb \$5000)
Office Copay (PCP)		ded/90%	ded/80%	ded/90%	ded/70%
Office Copay (SP)		ded/90%	ded/80%	ded/90%	ded/70%
Urgent Care		ded/80%	Tiering UC Not Allowed	ded/90%	Tiering UC Not Allowed
Emergency		ded/80%	Tiering ER Not Allowed	ded/90%	Tiering ER Not Allowed
Inpatient		ded/80%	ded/80%	ded/90%	ded/70%
Outpatient		ded/80%	ded/80%	ded/90%	ded/70%
OON Benefits				\$6000/\$12000 (emb \$6000)	
Deductible*		\$6000/\$12000 (emb \$6000)		50%	
Coinsurance		60%		\$10000/\$18000 (emb \$10000)	
Out-of-Pocket*		\$9000/\$18000 (emb \$9000)			
Pharmacy Plan					
		Tier 1=Generic, Tier 2 = Preferred brand, Tier 3 = Non-preferred Brand		Tier 1=Generic, Tier 2 = Preferred brand, Tier 3 = Non-preferred Brand	
		Ded \$3000/ \$6000 (emb \$3300) Tier 1 and Tier 2, Ded \$6000/ \$12000 (emb \$6000) Tier 3		Ded \$3000/ \$6000 (emb \$3300) Tier 1 and Tier 2, Ded \$6000/ \$12000 (emb \$6000) Tier 3	
		Plan coin 90% Tier 1, 80% Tier 2 and Tier 3		Plan coin 90% Tier 1, 80% Tier 2 and Tier 3	
		OOP \$4500 / \$9000 (emb \$4500) Tier 1 and Tier 2, OOP \$9000/\$18000 (emb \$9000) Tier 3		OOP \$4500 / \$9000 (emb \$4500) Tier 1 and Tier 2, OOP \$9000/\$18000 (emb \$9000) Tier 3	
Pharmacy Plan (Deductible/Copays/Mail Order)					

Estimated savings of – 7%



Plan Design Changes - PPO Plan

Nexus Type Product (POS, PPO, EPO, HMO) HSA/HRA/Neither	Current Plan - PPO		Nexus Plan 1 - PPO	
	Non-Nexus		Open Access	
	PPO		PPO	
INN Benefits	Neither		Neither	
	Tier 1	Tier 2	Tier 1	Tier 2
	Deductible*	\$1500/\$4500	\$1500/\$4500	\$1500/\$4500
	Coinsurance	85%	85%	65%
	Out-of-Pocket*	\$4500/\$9000	\$4500/\$9000	\$4500/\$9000
OON Benefits	Office Copay (PCP)	25	25	50
	Office Copay (SP)	50	50	110
	Urgent Care	\$100 copay, no ded/100%	\$100 copay, no ded/100%	Tiering UC Not Allowed
	Emergency	\$400 copay, no ded/100%	\$400 copay, no ded/100%	Tiering ER Not Allowed
	Inpatient	ded/80%	ded/85%	ded/65%
Pharmacy Plan	Outpatient	ded/80%	ded/85%	ded/65%
	Pharmacy Plan		Pharmacy Plan	
	Deductible*	\$4500/\$13500	\$4500/\$13500	
	Coinsurance	60%	45%	
	Out-of-Pocket*	\$13500/\$27000	\$13500/\$27000	
Pharmacy Plan (Deductible/Copays/Mail Order)	Pharmacy Plan		Pharmacy Plan	
	Pharmacy Plan		Pharmacy Plan	
	Pharmacy Plan		Pharmacy Plan	
	Pharmacy Plan		Pharmacy Plan	
	Pharmacy Plan		Pharmacy Plan	

Estimated savings of -9%



NexusACO service area Wisconsin footprint

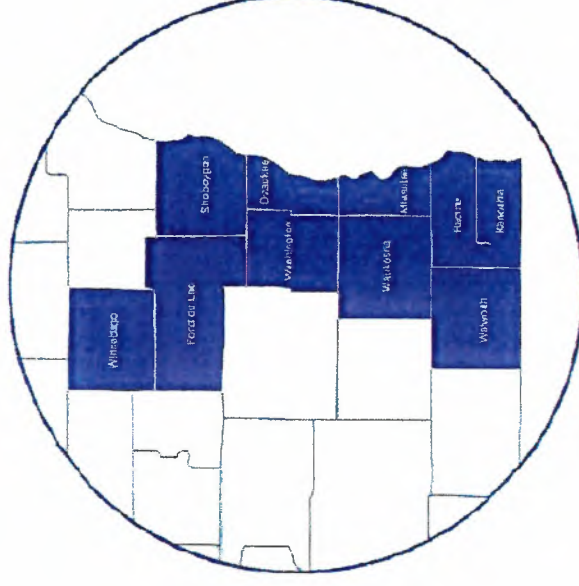
Service area includes:

- Fond du Lac
- Kenosha
- Milwaukee
- Ozaukee
- Racine
- Sheboygan
- Walworth
- Washington
- Waukesha
- Winnebago

Tier 1 providers – physicians and hospital

- Advocate Aurora Health WI
- Children's Wisconsin
- Froedtert & The Medical College of Wisconsin

Does NOT include Froedtert South in Kenosha



Designed to
deliver savings¹ up to
13%

¹ Actual savings may vary depending upon plan design, network configuration, contracting and utilization. UnitedHealth Network Access internal analysis. Sept 1, 2023.



Understanding a NexusACO tiered network

	ACO service area	Outside of ACO service area
Tier 1	ACO providers and any other supplemental providers selected to be in Tier 1	UnitedHealth Premium providers in non-ACO markets in 164 markets in 43 states
Tier 2	All other network providers	All other network providers
OON	Out-of-network providers*	Out-of-network providers*

Significant benefit differentials (coinsurance, deductible and copays) to incentivize members to use ACO/Tier 1 providers.

*Not recommended in order to achieve steerage to Tier 1 providers.



NexusACO provider search and cost transparency

Premium Program is based on quality first

Premium Program recognizes physicians that meet evidence-based measures for providing safe, timely, effective, and efficient quality care. They meet standards based on 240 quality measures, including:

- Preventive care
- Evidence-based care
- Chronic disease care
- Patient safety
- Sequencing of care
- Effectiveness of procedures

Cost transparency & comparison tools

Review cost and care options before making an appointment to help control spending

See personalized results based on member's benefit plan

Access information on what to expect from start to finish

 Tier 1 Provider



Provider Name >
Type of provider

 123 Street, Suite 101

 2 miles

 (000) 000-0000

 In-network

 Tier 1

Spot the Dot!
Members can save on quality care by using Tier 1 providers on myuhc.com.

Look for the following icon and description



Premium Care Physician

When you see the blue hearts, you can be sure that the physician meets the criteria for safe, timely, effective and efficient care.



Why NexusACO?

Paid Premium Summary Highlights – 08/01/2024 – 07/31/2025

- 98.7% of paid charges are in the NexusACO Anchor Market
 - 72% of paid charges in the NexusACO Anchor Market are with tier 1 providers
 - 10.3% of paid charges in the NexusACO Anchor Market are tier 1 benefit with non-tiered providers
 - 17.7% of paid charges in the NexusACO Anchor Market are with tier 2 providers
- 1.3% of paid charges are in the NexusACO Premium Market
 - 43.4% of paid charges in the NexusACO Premium Market are tier 1 providers
 - 46.2% of paid charges in the NexusACO Premium Market are tier 1 benefit with non-tiered providers
 - 8% of paid charges in the NexusACO Premium Market are tier 2 providers

Providers paid at the Tier 1 benefit level

In addition to the Tier 1 providers, Tier 1 benefits are also applicable to certain non-tiered service categories, such as radiology, laboratory, emergency, urgent care and others. These non-tiered service categories are always paid at the Tier 1 benefit level in a NexusACO plan.

Service types paid at the Tier 1 benefit level

Outside the service area of Tier 1 Nexus ACOs, certain physician and other professional specialties that are not evaluated in UnitedHealthcare's Premium quality and efficiency designation program are paid at the Tier 1 benefit level. These specialties include dermatology, anesthesiology, oncology, ophthalmology, chiropractors, various pediatric and surgical subspecialties, and others.





City of Franklin

Self-Funded Renewal Projection - Dental

USI has reviewed City of Franklin's Dental experience reporting from Delta Dental of Wisconsin and has made the following observations.

Dental Plan

Underwriting Period: The mid year projection calculation includes claims from August 2023 through July 2025.

Trend: For our calculations we used a trend of 4.5% for dental. We have not built in any additional margin.

Claims Liability: The current expected claims are \$67.74 PEPM. We expect a decrease of about 2.89% or \$4,184.

Total Fixed Fees: Overall, the current cost for all administrative expenses is \$5.00 PEPM. We expect a flat renewal.

Conclusions

The current expected cost of the plan is \$73 PEPM.

Based on the above observations, USI believes the initial renewal will result in a decrease of about 2.69% or \$4,184.



City of Franklin
Renewal Projection - Dental
January 1, 2026 - December 31, 2026 Renewal

Time Periods		Aug 24 - Jul 25	Aug 23 - Jul 24	USI Projected Renewal	
Estimated Renewal Projection				Per Employee	Annualized
A: Average Contracts		185	195	178	
B: Average Membership		406	430	392	
C: Actual Paid Dental Claims		\$136,636	\$140,140		
Adjustments					
No Adjustments Applied to this Period		\$0	\$0		
D: Total Adjustments		\$0	\$0		
E: Total after Adjustments	C + D	\$136,636	\$140,140		
F: Claims Per Contract (PEPM)	E / A / 12	\$61.63	\$59.81		
G: *Trend Used:		4.50%	4.50%		
H: Trended Months		17	29		
I: Experience Rated Claims / Contract		\$65.60	\$66.53		
J: Experience Period Weighting		80%	20%		
K: Projected Claims Blended By Year				\$65.78	\$140,511
Current Claim Costs Based on 178 EE's				\$67.74	\$144,695
Change from Current				-2.89%	-\$4,184
Fixed Costs (estimated)					
Administrative Expenses				\$5.00	\$10,680
L: Total Fixed Fees				\$5.00	\$10,680
Projected Total Renewal Cost				\$70.78	\$151,191
Current Total Budgeted Costs Based on 178 EE's				\$72.74	\$155,375
Change from Current				-2.69%	-\$4,184

NOTE: Fixed costs assume an average increase of 0%. The actual renewal will vary.
*The trend used is based on probabilistic data provided by USI Trend Survey respondents and enrollment by carrier.
- We applied a Dental trend of 4.5% respectively.



City of Franklin
Proposed Plan Funding - Dental
January 1, 2026 - December 31, 2026 Renewal

Proposed Funding	Current	Initial Renewal
	Current Plans	No Plan Changes
Projected Fixed Costs	\$10,680	\$10,680
Estimated Expected Claims	\$144,695	\$140,511
Total Cost for Funding	\$155,375	\$151,191
Percent of Funding Variance		-2.69%
Reduction from Renewal		

Premium Rates	Enrollment	Current Plans	No Plan Changes
Plan 1			
Employee	81	\$35.32	\$34.37
Family	97	\$103.99	\$101.19
Total Estimated Premium	178		
Monthly Premium		\$12,948	\$12,599
Annual Premium		\$155,375	\$151,191
Annual Change from Current			-\$4,184
% Change from Current			-2.69%

CarePlus Dental Plans

July 11, 2025

Jo Thompson
USI Insurance Services, LLC
711 Eisenhower Dr.
Kimberly, WI 54136

RE: City of Franklin, Renewal
Group No. PPD622

Dear Jo:

On behalf of Care-Plus Dental Plans, Inc. I would like to express our appreciation for City of Franklin's continued business. We are confident you will see Care Plus and Dental Associates continued commitment to deliver exceptional and personalized care for their employees.

Care-Plus Dental Plans and Dental Associates continuously work together to control City of Franklin's dental costs. Upon reviewing the experience of the Care-Plus Smile Advantage program currently offered to their employees, we found it necessary to adjust premiums by 10% for the coming year. They are:

<u>Single</u>	<u>Family</u>
\$29.49	\$86.85

The rates are effective January 1, 2026 and are guaranteed for twenty-four months through December 31, 2027.

Enclosed is a copy of the Addendum to the group policy indicating the new contract period, rates and procedure codes. The codes are listed in the Current Dental Terminology published by the American Dental Association. The codes are designated as the national standard for reporting dental services by the Federal Government under HIPAA. Please have the appropriate person sign and return a copy to Care-Plus.

Care-Plus Dental Plans, Inc. and Dental Associates value the relationship we have established with City of Franklin. We look forward to working with you and City of Franklin in the coming year. Should you have questions or concerns, please feel free to contact me at 414-778-5208 or email me at bboyd@careplusdentalplans.com.

Respectfully,



Brenda Boyd
Account Manager
Care-Plus Dental Plans, Inc.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 21, 2025
REPORTS & RECOMMENDATIONS	Potential Second Amendment to Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, for the property at 3617 West Oakwood Road bearing Tax Key No. 950-9001-000 and 10651 South Hickory Street bearing Tax Key No. 950-9002-000. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Potential Second Amendment To Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	Aldermanic District Number 4 ITEM NUMBER G. 11.
This subject matter was before the Common Council at its meeting on October 7, 2025, as meeting agenda item G.18. Annexed hereto is a draft of a Second Amendment to Tax Incremental District No. 8 Development Agreement between the City of Franklin and Oakwood Industrial LLC, which agreement remains in negotiation at the time of this writing. COUNCIL ACTION REQUESTED A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Potential Second Amendment To Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.		

Economic Development Dept. – JR; Legal Services Dept.: jw

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SECOND
AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF FRANKLIN AND OAKWOOD
INDUSTRIAL LLC

WHEREAS, Oakwood Industrial LLC has constructed a Spec Industrial Building, on a separate parcel, in its Mixed-Use Development at 3617 West Oakwood Road, the property bearing Tax Key No. 950-9001-000, within the Franklin Corporate Park area within Tax Incremental District No. 8; and

WHEREAS, Oakwood Industrial LLC is obligated to build another Spec Industrial Building, on a separate parcel, in its Mixed-Use Development at 10651 S Hickory Street, the property bearing Tax Key No. 950 9002 000, within the Franklin Corporate Park area within Tax Incremental District No. 8; and

WHEREAS, the Common Council approved First Amendment to Tax Incremental District No. 8, facilitating the sale of the property at 3617 West Oakwood Road, the property bearing Tax Key No. 950 9001 000, at its meeting on November 19, 2024; and

WHEREAS, City staff and developer representatives have prepared an agreement amendment, facilitating the sale of the property at 10651 S Hickory Street, the property bearing Tax Key No. 950 9002 000, and staff recommends approval thereof, subject to minor and technical changes approved by the Director of Administration, the City Engineer and the City Attorney; and

WHEREAS, the Common Council having considered the agreement and having found same to be reasonable and in furtherance of the development in the interest of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Second Amendment to the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, in the form and content as presented to the Common Council at its meeting on this _____ day of _____, 2025, subject to minor and technical changes approved by the Director of Administration, the City Engineer and the City Attorney, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Second Amendment to the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC.

Res. No. 2025 - _____ (Second Amendment to Development Agreement Oakwood Industrial LLC)
Page 2

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of the Second Amendment to the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Oakwood Industrial LLC, in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED

John R. Nelson

ATTEST:

Shirley J. Roberts

AYES ____ NOES ____ ABSENT ____

**SECOND AMENDMENT TO
TAX INCREMENTAL DISTRICT NO. 8
DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT AGREEMENT (the "**Second Amendment**") is entered into as of October ____ 2025, between **OAKWOOD INDUSTRIAL LLC**, a Wisconsin limited liability company (the "**Developer**"), the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation (the "**City**"), **STEWART M. WANGARD**, an individual resident of the State of Wisconsin (the "**Guarantor**"), **FRANKLIN INDUSTRIAL I LLC**, a Wisconsin limited liability company ("**Parcel 1 Owner**"), and **FRANKLIN INDUSTRIAL II LLC**, a Wisconsin limited liability company ("**Parcel 2 Buyer**").

RECITALS

The City, Developer, Guarantor, Parcel 1 Owner and Parcel 2 Buyer acknowledge:

A. Developer is the owner of Lot 2 of Certified Survey Map No. 9530 being a part of the NE ¼ and the SE ¼ of the NW ¼ of Section 36, Township 5 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin (the "**Parcel 2**"). Parcel 2 Buyer is under contract with Developer to acquire fee title to Parcel 2.

B. Parcel 1 Owner is the owner of Lot 1 of Certified Survey Map No. 9530 (the "**CSM**"), being a part of the NE ¼ and the SE ¼ of the NW ¼ of Section 36, Township 5 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin (the "**Parcel 1**"). Collectively, Parcel 1 and Parcel 2 shall be known as the "Property".

C. In connection with the development of the Property, Developer and City entered into a Tax Incremental District No. 8 Development Agreement dated November 19, 2021 and Developer, City, Guarantor and Parcel 1 Buyer entered into a First Amendment to Tax Incremental District No. 8 Development Agreement dated December 10, 2024 (as amended, the "**Agreement**") and a Memorandum of Development Agreement which was recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin on November 24, 2021 as Document No. 11190617 and a Memorandum of First Amendment to Development Agreement which was recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin on January 3, 2025 as Document No. 11476076. Guarantor provided a limited guaranty of certain provisions contained in the Agreement.

D. Article II, Section G.2 of the Agreement permits Developer to subdivide the Property, to sell and convey each parcel created from the Property to unrelated third parties, and to have obligations under the Agreement separated for each parcel created from the Property.

E. Developer and the City now desire to amend the Agreement to provide for the application of any surplus tax collections from the Property in tax year 2023 to any future annual differential payments, defer any annual differential payments until tax year 2030 and update the guaranteed assessed values set forth in the Agreement, as more particularly set forth below.

F. The City, pursuant to Common Council action dated October 21, 2025, has approved this Second Amendment and authorized its execution by the proper City officials on the City's behalf.

G. Developer, Guarantor, Parcel 1 Owner and Parcel 2 Buyer have also approved this Second Amendment and authorized its execution on their respective behalfs, as agents for their respective affiliated owners.

AMENDMENTS

The parties hereby agree to amend the Agreement as set forth below:

1. Exhibit D-1 attached to the Agreement shall be deleted in its entirety and replaced with the attached Exhibit D-2 which is incorporated into this Agreement. Exhibit D-2 provides for the guaranteed assessed values for each of Parcel 1 and Parcel 2.

2. Article II, Section G.2 of the Agreement shall be modified as follows:

a) City, Developer, Guarantor, Parcel 1 Owner and Parcel 2 Buyer acknowledge that in tax year 2023 (paid in 2024), the assessment of the Property exceeded the guaranteed minimum assessment value which resulted in a tax surplus amount of \$162,291 ("2023 Surplus"). The 2023 Surplus shall be credited against any annual differential payments due for the Property for tax years 2024 (paid in 2025) and 2025 (paid in 2026).

b) In the event the Property has not met the guaranteed minimum assessed value for any tax years through 2029 that have not been reduced by the 2023 Surplus, any annual differential payments due for such tax years shall accumulate (collectively, the sum of such amounts plus the interest described below shall be the "Deferred Annual Differential Payment Balance") and be deferred and repaid as set forth in this Subsection. The Deferred Annual Differential Payment Balance shall accrue interest at an annual rate of 6% and the accrued interest thereon shall become part of the Deferred Annual Differential Payment Balance. The Developer, Parcel 1 Owner and/or the owner of Parcel 2 shall not be responsible for paying the Deferred Differential Payment Balance as separate payments to the City, but the Deferred Differential Payment Balance shall be repaid solely from the tax increment generated from the Property and the differential payments required under this Agreement. Commencing with tax year 2030 (paid in 2031), the guaranteed minimum assessment of the Property shall be increased to be a total of \$40,000,000, as set forth in Exhibit D-2. Such increase in the guaranteed minimum assessment for the Property is intended to permit the Deferred Annual Differential Payment Balance to be repaid from the tax increment generated from the Property and the differential payments required under this Agreement, if any, during the life of the District.

c) City, Developer, Guarantor, Parcel 1 Owner and Parcel 2 Buyer acknowledge upon the date of a sale or conveyance of Parcel 2 to the Parcel 2 Buyer or any other third party unrelated to Developer ("Parcel 2 Conveyance Date"), the

Developer and the Guarantor shall no longer have any obligations to pay or guarantee any annual differential payments due under this Subsection.

d) The owner of Parcel 1 and the owner of Parcel 2 shall be liable for their respective annual differential payments due under this Subsection based upon the guaranteed assessed values set forth for Parcel 1 and Parcel 2 in the attached **Exhibit D-2** subject to the deferment of annual differential payments set forth in subsection b) above and subject to the application of any excess assessment described below in subsection e) hereof.

e) Subject to the deferment of annual differential payments set forth in subsection b) above, in the event that the actual assessed value for Parcel 1 or Parcel 2 exceeds the guaranteed assessed values set forth for Parcel 1 and Parcel 2 in the attached **Exhibit D-2**, the amount of such excess shall be known as the “**Assessment Excess**”. If the other parcel’s actual assessment value is less than that parcel’s guaranteed assessed value set forth in **Exhibit D-2**, the Assessment Excess shall be applied to and added to the actual assessment value for the parcel with the deficient assessed value for purposes of determining the differential payments for such parcel. For example purposes only, if in tax year 2031, Parcel 1 has an actual assessment of \$21,000,000 and Parcel 1’s guaranteed assessed value is \$19,500,000, there would be an Assessment Excess of \$1,500,000 (\$21,000,000 - \$19,500,000) and no differential payments shall be owed by the owner of Parcel 1. If Parcel 2’s actual assessment for tax year 2031 is \$18,500,000 and the guaranteed assessed value is \$19,500,000, resulting in a shortfall of \$1,000,000, the Assessment Excess of \$1,500,000 from Parcel 1 shall be applied to and added to the actual assessment value of Parcel 2 (\$18,500,000 + \$1,500,000 = \$21,000,000) before any differential payments are calculated for Parcel 2. This example would also result in no differential payments from the owner of Parcel 2 because the actual assessed value for Parcel 2 plus the Assessment Excess would be greater than the guaranteed assessed value for Parcel 2.

f) Parcel 2 Buyer hereby acknowledges and consents to the right of the City to levy the any differential payment due with respect to Parcel 2 as a special assessment and/or to otherwise levy and/or collect such amounts by the remedies set forth in Article III of the Agreement as set forth in Article II.G.2 against Parcel 2 to the extent not timely paid by Parcel 2 Buyer. For the avoidance of doubt, the City shall not levy any special assessment and/or otherwise levy and/or collect such amounts by the remedies set forth in Article III of the Agreement as set forth in Article II.G.2 against Parcel 2 for any differential payment due with respect to Parcel 1, nor shall the City levy any special assessment and/or also otherwise levy and/or collect such amounts by the remedies set forth in Article III of the Agreement as set forth in Article II.G.2 against Parcel 1 for any differential payment due with respect to Parcel 2.

3. The second and third sentences of Article I, Section A; all of Article I, Section C; and all of Article II, Section B are hereby deleted.

4. A Memorandum of this Second Amendment shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, it being understood by the parties that this

Second Amendment and the Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached **Exhibit F-2**.

5. Capitalized terms used and not otherwise defined in this Second Amendment shall have the meanings set forth in the Agreement. Except as expressly modified in this Second Amendment, the terms and provisions of the Agreement remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, this Second Amendment is executed as of the date first above written.

DEVELOPER:

OAKWOOD INDUSTRIAL LLC

By: Wangard Entity Manager LLC, its Manager

By: Wangard Operations LLC, its Manager

By: Wangard Partners, Inc., its Manager

By: _____
Matt Moroney, CEO

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named Matt Moroney, the CEO of Wangard Partners, Inc., the Manager of Wangard Operations LLC, the Manager of Wangard Entity Manager LLC, the Manager of Oakwood Industrial LLC, to me known to be the person who executed the foregoing amendment on behalf of Oakwood Industrial LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

GUARANTOR:

Stewart M. Wangard

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named Stewart M. Wangard, an individual, to me known to be the person who executed the foregoing amendment.

Notary Public State of Wisconsin
My commission expires: _____

PARCEL 1 OWNER:

FRANKLIN INDUSTRIAL I LLC,
a Wisconsin limited liability company

By: _____

Name: Greg Spanos

Title: Authorized Signatory

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named Greg Spanos, the Authorized Signatory of Franklin Industrial I LLC, to me known to be the person who executed the foregoing amendment on behalf of Franklin Industrial I LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

PARCEL 2 BUYER:

FRANKLIN INDUSTRIAL II LLC,
a Wisconsin limited liability company

By: _____

Name: Greg Spanos

Title: Authorized Signatory

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named Greg Spanos, the Authorized Signatory of Franklin Industrial II LLC, to me known to be the person who executed the foregoing amendment on behalf of Franklin Industrial II LLC and by its authority.

Notary Public State of Wisconsin

My commission expires: _____

CITY:

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Danielle L. Brown, Director of Finance and
Treasurer

Attest: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named John R. Nelson, Danielle L. Brown and Shirley J. Roberts, Mayor, Director of Finance and Treasurer and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing amendment on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This instrument was drafted by:
Timothy J. Voeller, Esq., Wangard Partners, Inc. and
Jesse A. Wesolowski, Esq., Franklin City Attorney

EXHIBIT D-2

**SCHEDULE OF ANNUAL PROPERTY TAX LIABILITY AND POTENTIAL
DIFFERENTIAL PAYMENTS**

Year # (of TID)	Tax Year (As of 1/1)	Budget/Revenue Year	Assessed Value (\$) (Property is Parcel 1 and Parcel 2 combined)
2	2022	2023	Property = \$0
3	2023	2024	Property = \$7,859,000
4	2024	2025	Property = 18,509,000
5	2025	2026	Property = \$30,000,000
6	2026	2027	Property = \$33,000,000
7 thru 9	2027 - 2029	2028 -2030	Parcel 1 = \$16,500,000 Parcel 2 = \$16,500,000
10 thru 20	2030 - 2040	2031 -2041	Parcel 1 = \$20,000,000 Parcel 2 = \$20,000,000

EXHIBIT F-2

Memorandum of Second Amendment to Tax Incremental District No. 8 Development Agreement

	MEMORANDUM OF SECOND AMENDMENT TO DEVELOPMENT AGREEMENT	
Document Number	Document Title	
THIS MEMORANDUM OF SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of October, 2025, by and between OAKWOOD INDUSTRIAL LLC, a Wisconsin limited liability company, successors and assigns ("Developer"), the CITY OF FRANKLIN, a municipal corporation of Milwaukee County, Wisconsin ("City"), STEWART M. WANGARD (an individual resident of the State of Wisconsin ("<u>Guarantor</u>"), FRANKLIN INDUSTRIAL I LLC, a Wisconsin limited liability company ("Parcel 1 Owner"), and FRANKLIN INDUSTRIAL II LLC, a Wisconsin limited liability company ("Parcel 2 Buyer"). WITNESSETH: WHEREAS, Developer, City, Guarantor, Parcel 1 Owner and Parcel 2 Buyer entered into that certain Second Amendment to Tax Incremental District No. 8 Development Agreement dated October ____, 2025 ("Development Agreement Second Amendment"). The full Development Agreement Second Amendment is available for inspection and copies can be obtained at the City of Franklin City Hall; and		Recording Area Name and Return Address City of Franklin c/o City Clerk 9229 West Loomis Road Franklin, Wisconsin 53132 PIN: 950-9001-000 and 950-9002-000

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement Second Amendment and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement Second Amendment and Developer's, Parcel 1 Owner's, Parcel 2 Buyer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement Second Amendment, Developer, Parcel 1 Owner and Parcel 2 Buyer and the City hereby acknowledge as follows:

1. **PROPERTY.** The "**Property**" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement Second Amendment shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT AMENDMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement Second Amendment and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement Second Amendment, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement Second Amendment shall in all events control the relationship between Developer, Parcel 1 Owner, Parcel 2 Buyer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Developer, Parcel 1 Owner and Parcel 2 Buyer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER:

OAKWOOD INDUSTRIAL LLC

By: Wangard Entity Manager LLC, its Manager

By: Wangard Operations LLC, its Manager

By: Wangard Partners, Inc., its Manager

By: _____
Matt Moroney, CEO

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named Matt Moroney, the CEO of Wangard Partners, Inc., the Manager of Wangard Operations LLC, the Manager of Wangard Entity Manager LLC, the Manager of Oakwood Industrial LLC, to me known to be the person who executed the foregoing amendment on behalf of Oakwood Industrial LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

GUARANTOR:

Stewart M. Wangard

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named Stewart M. Wangard, an individual, to me known to be the person who executed the foregoing amendment.

Notary Public State of Wisconsin
My commission expires: _____

PARCEL 1 OWNER:

FRANKLIN INDUSTRIAL I LLC,
a Wisconsin limited liability company

By: _____
Name: Greg Spanos
Title: Authorized Signatory

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named Greg Spanos, the Authorized Signatory of Franklin Industrial I LLC, to me known to be the person who executed the foregoing amendment on behalf of Franklin Industrial I LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

PARCEL 2 BUYER:

FRANKLIN INDUSTRIAL II LLC,
a Wisconsin limited liability company

By: _____
Name: Greg Spanos
Title: Authorized Signatory

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named Greg Spanos, the Authorized Signatory of Franklin Industrial II LLC, to me known to be the person who executed the foregoing amendment on behalf of Franklin Industrial II LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

CITY:

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Danielle L. Brown, Director of Finance and
Treasurer

Attest: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of October, 2025, the above-named John R. Nelson, Danielle L. Brown and Shirley J. Roberts, Mayor, Director of Finance and Treasurer and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing amendment on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1 and 2 of CERTIFIED SURVEY MAP NO. 9530 recorded in the office of the register of deeds for Milwaukee County, Wisconsin on October 5, 2023, as Document No. 11372158, said certified survey map being a part of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 5 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 21, 2025
REPORTS & RECOMMENDATIONS	Waste Management of Wisconsin, Inc. v. City of Franklin, Milwaukee County Circuit Court Case No. 2025-CV-000489 and Corresponding 2024 Assessment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER G.12.

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COMMON COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

DOA – KH/Legal Services Dept. – JW

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Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE October 21, 2025
REPORTS & RECOMMENDATIONS	Potential Tax Incremental District 11[creation thereof in process] Development Agreement Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development to be named Poth's General, and to affect such development(s), including the terms and provisions of said development agreement. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	Ald. District 5 ITEM NUMBER G. 13.

Departments of City Development, Finance, Engineering, Administration and Legal Services staff will be present at the meeting, along with, virtually, Development Finance Consultant S.B. Friedman.

COUNCIL ACTION REQUESTED

A motion to approve a resolution approving a Tax Incremental District 11 [creation thereof in process] Development Agreement Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development to be named Poth's General, and to effect such development(s), including the terms and provisions of said development agreement. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 10/21/2025
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of October 21, 2025.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of October 21, 2025.

CITY CLERK'S OFFICE



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
October 21, 2025 – 6:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2025-2026 New	Dao Dang St Martin of Tours			
Operator 2025-2026 New	Jarrold Jones Romey's Place			
Operator 2025-2026 New	Son Le St Martin of Tours			
Operator 2025-2026 New	Victor Truong St Martin of Tours			
Class A Combination Change of Agent 2025-2026	Pick N Save #6431 Mega Marts LLC Angela Belsha, Agent 7780 S Lovers Lane Rd			
3.	Adjournment	Time:		

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/21/2025
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated October 3, 2025 through October 16, 2025 Nos. 204478 through Nos. 204648 in the amount of \$ 3,227,325.25. Also included in this listing are EFT Nos. 6242 through EFT Nos. 6259, Library vouchers totaling \$ 4,802.27 and Water Utility vouchers totaling \$ 244,451.35. Voided checks in the amount of \$ (27,357.63) are separately listed.

Early release disbursements dated October 3, 2025 through October 15, 2025 in the amount of \$ 1,491,186.37 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated October 17, 2025 is \$ 466,452.32, previously estimated at \$ 473,000. Payroll deductions dated October 17, 2025 are \$ 257,448.73, previously estimated at \$ 276,000.

The estimated payroll for October 31, 2025 is \$ 490,000 with estimated deductions and matching payments of \$ 530,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of October 16, 2025 in the amount of \$ 3,227,325.25
- Payroll dated October 17, 2025 in the amount of \$ 466,452.32 and payments of the various payroll deductions in the amount of \$ 257,448.73 plus City matching payments and
- Estimated payroll dated October 31, 2025 in the amount of \$ 490,000 and payments of the various payroll deductions in the amount of \$ 530,000, plus City matching payments.

ROLL CALL VOTE NEEDED