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

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA  
TUESDAY, APRIL 21, 2026 AT 6:30 P.M.

Oath of Office – John R. Nelson, Mayor

Oath of Office – Yousef Hasan, 3rd District Alderman

Oath of Office – Mira Kresovic, 4th District Alderwoman

Oath of Office – Danelle Kenney, 6th District Alderwoman

- A. Call to Order and Roll Call.
- B.
  - 1. A Proclamation in Recognition of and in Gratitude for the Public Service of Courtney Day.
  - 2. A Proclamation in Recognition of and in Gratitude for the Public Service of Jason Craig.
  - 3. Citizen Comment Period
- C. Approval of Minutes: Regular Common Council Meeting of April 8, 2026.
- D. Hearings.
- E. Organizational:
  - 1. Election of Common Council President.
  - 2. Mayoral Aldermanic Appointments:
    - (a) Alderman Peccarelli-License Committee, 1 year term expires 4/19/27.
    - (b) Alderwoman Eichmann-License Committee, 1 year term expires 4/19/27.
    - (c) Alderwoman Eichmann-Plan Commission, 1 year term expires 4/19/27.
    - (d) Alderman Hasan-Board of Public Works, 3 year term expires 4/16/29.
    - (e) Alderman Hasan-Personnel Committee, 3 year term expires 4/16/29.
    - (f) Alderman Hasan-Quarry Monitoring Committee, 3 year term expires 5/1/29.
    - (g) Alderman Hasan-Library Board, 3 year term expires 4/16/29.
    - (h) Alderwoman Kresovic-Finance Committee, 1 year term expires 4/19/27.
    - (i) Alderwoman Kresovic-Parks Commission, 1 year term expires 04/19/27.
    - (j) Alderwoman Kresovic-Personnel Committee, 3 year term expires 4/16/29.
    - (k) Alderman Salous-Plan Commission, 1 year term expires 4/19/27.
    - (l) Alderwoman Kenney-License Committee, 1 year term expires 4/19/27.

- (m) Alderwoman Kenney-Fair Commission, 3 year expires 4/16/29.
- (n) Alderwoman Kenney-Finance Committee, 1 year term expires 4/19/27.
- (o) Alderwoman Kenney-Personnel Committee, 3 year term expires 4/16/29.

3. Mayoral Boards and Commission Appointments:

- (p) Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 – Fair Commission (3 year term expiring 4/30/29).
- (q) Rosemarie Bosch, 11625 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission (3 year term expiring 4/30/29).
- (r) Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 – Finance Committee (1 year term expiring 4/30/27).
- (s) Fauzia Qureshi, 8550 W. Hawthorne Ln., Ald. Dist. 6 – Finance Committee (1 year term expiring 4/30/27).
- (t) Ryan Ross, 3800 W. Mary Ann Dr., Ald. Dist. 5 – Board of Zoning and Building Appeals (3 year term expiring 4/30/29).
- (u) Rebecca Eberhardt, 8607 S. Deerwood Ln., Ald. Dist. 6 – Board of Health (2 year term expiring 04/30/28).
- (v) James Rydlewicz, 9907 W. Rawson Ave., Ald. Dist. 2 – Board of Health (2 year term expiring 04/30/28).
- (w) Amy Marzofka, 7950 S. 61<sup>st</sup> St., Ald. Dist. 5 – Board of Health (2 year term expiring 04/30/28).
- (x) Jesse Valdez, 8557 S. Parkland Dr., Ald. Dist. 4 – Parks Commission (3 year term expiring 04/30/29).
- (y) Hamza Zuberi, 8550 W. Hawthorne Ln., Ald. Dist. 6 – Personnel Committee (3 year term expiring 04/30/29).
- (z) Kevin Haley, 8945 S. 116<sup>th</sup> St., Ald. Dist. 6 – Plan Commission (3 year term expiring 4/30/29).
- (aa) Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 – Plan Commission (1 year term expiring 4/30/27).
- (bb) Clark Johnson, 7703 W. Margaret Ln., Ald. Dist. 1 – Board of Public Works (3 year term expiring 4/30/29).
- (cc) Ernest James Timm, 7605 S. North Cape Rd., Ald. Dist. 6 – Board of Public Works (3 year term expiring 4/30/29).
- (dd) Rajiv Surana, 3754 W. Cypress Ln., Ald. Dist. 3 – Technology Commission (3 year term expiring 4/30/29).
- (ee) James Rehberger, 5522 County Line Road, Ald. Dist. 4 – Technology Commission (3 year term expiring 4/30/29).
- (ff) Sherri Dodd Tomicelli, 7711 W. Stonewood Dr., Ald. Dist. 1 – Board of Review (3 year term expiring 4/16/29).
- (gg) Nicholas Poplar, 11856 W. Ryan Rd., Ald. Dist. 6 – Fire and Police Commission (5 year term expiring 4/30/31).
- (hh) Timothy Burch, 7466 S. 46th St., Ald. Dist. 3 – Park Commission (3 year term expiring 04/30/29).

4. Alderwoman Kresovic, District 4 Board of Review Appointment: Dawn Kamalian, 3609 W. Sherwood Dr., Ald. Dist. 4 – Board of Review (3 year term expiring 4/20/29).
5. Alderman Hasan, District 3 Board of Review Appointment: Ahmed Abubaker, 4015 W. Jerelin Dr., Ald. Dist. 3 – Board of Review (3 year term expiring 4/20/29).
6. Alderman Kenney, District 6 Board of Review Appointment: Angie Lopez, 7818 W. Imperial Dr., Ald. Dist. 2 – Board of Review (3 year term expiring 4/20/29).

F. Letters and Petitions.

G. Reports and Recommendations:

1. Consent Agenda:
  - (a) A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 882-9993-001.
  - (b) A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 882-9991-000.
  - (c) A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 882-9992-001.
  - (d) A Resolution Authorizing Franklin Director of Health and Human Services, or their Designee, to Sign the 2026 Clear Channel Media City of Franklin Health Department Contract.
  - (e) A Resolution Authorizing Franklin Director of Health and Human Services, or their Designee, to Sign the Grant Agreement Between Community Advocates and City of Franklin for Alliance for Wisconsin Youth Community-Based Prevention – Opioid Settlement Funding.
2. Request to Allow for a Maximum Sound Level of 65 dBA for the Franklin Field 2026 Temporary Use permit for Property Located at 7035 S. Ballpark Drive (ROC Ventures, LLC, Applicant).
3. Request to Allow for a Maximum Sound Level of 65 dBA for the Rock'n Food Truck Rally Temporary Use Permit for Property Located at 7005 S. Ballpark Drive (ROC Ventures, LLC, Applicant).
4. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Costco Wholesale Corporation for 7829 S. 27th Street.
5. Acceptance of Water Main Deferments for S. Lovers Lane Road from West Saint Martins Road to 1,900 feet north of West Saint Martins Road (Contract C).
6. Acceptance of Water Main Deferments for S. Lovers Lane Road from a point 1,900 feet north of W. Saint Martins Road to a point 1,500 feet south of W. Drexel Avenue (Contract A).
7. A Resolution to Extend for Four (4) Months Resolution No. 2025-8325, a Resolution Authorizing the Installation of a Fence Within the 30 Foot Landscape Bufferyard Easement Plat Restriction, Upon Lot 6 of the Ryan Meadows Subdivision (9516 S. Bergamont Drive) (Ryan Mahoney & Kathy Thomas, Applicants).

8. A Resolution Conditionally Approving a Three-Lot Certified Survey Map, being a Part of the Southwest ¼ of the Southeast ¼ of Section 26, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Patrenets, John F and Marianne R Family Trust, Property Owner) (Nancy Meinerz, Applicant) (5012 W. Oakwood Road).
9. A Resolution Approving the Public Participation Plan for the City of Franklin Comprehensive Master Plan Update.
10. Franklin Police Department 2025 Annual Report.
11. A Resolution Adopting the Milwaukee County Emergency Management Hazard Mitigation Plan as the official Hazard Mitigation Plan of the City of Franklin. The 2025 Hazard Mitigation Plan spans over 437 pages and can be viewed at the web link below:  
<https://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-345-milwaukee-county-hazard-mitigation-plan.pdf>.
12. November 2025 Financial Report.
13. A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 11 [creation thereof in process] Development Agreement Between the City of Franklin and Yaskawa America, Inc., regarding industrial/manufacturing development(s) and proposal(s) in relation thereto for, including, but not limited to the properties at the southwest corner of South Oakwood Park Drive and West Ryan Road. 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 industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), including the terms and provisions of a potential Tax Incremental District No. 11 Development Agreement Between the City of Franklin and Yaskawa America, Inc., and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
14. Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility. 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 the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
15. Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. 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 the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential

Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, 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 April 21, 2026.

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

J. Adjournment.

\*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:

April 23	Plan Commission	6:00 p.m.
May 5	Common Council	6:30 p.m.
May 7	Plan Commission	6:00 p.m.
May 19	Common Council	6:30 p.m.
May 21	Plan Commission	6:00 p.m.
May 25	City Hall Closed-Memorial Day	

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STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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A PROCLAMATION IN RECOGNITION OF AND IN GRATITUDE FOR THE PUBLIC  
SERVICE OF ALDERWOMAN COURTNEY ANN DAY

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WHEREAS, Courtney A. Day entered Aldermanic Office upon April 15, 2023 following her election by the People of District 4; and

WHEREAS, Alderwoman Day provided substantial service to the People until April 1, 2026; and

WHEREAS, during her tenure, Alderwoman Day served on the Plan Commission, the License Committee and the Finance Committee; and

WHEREAS, prior to her service as an Alderwoman, she provided substantial services as the Director of Health and Human Services for the People with the City of Franklin Health Department from February 25, 2019 to February 26, 2022; and

WHEREAS, Alderwoman Day's service has always been based upon her interest in serving the public and furthering the interests of those for whom she worked and protecting and improving the health of all within the City of Franklin realm and beyond.

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

Presented to the City of Franklin Common Council this 21st Day of April, 2026.

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John R. Nelson, Mayor

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STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

A PROCLAMATION IN RECOGNITION OF AND IN GRATITUDE FOR THE PUBLIC SERVICE OF ALDERMAN JASON JOHN CRAIG

WHEREAS, Jason J. Craig entered Aldermanic Office upon April 18, 2023 following his election by the People of District 6; and

WHEREAS, Alderman Craig provided substantial service to the People until midnight on April 20, 2026, the end of his term; and

WHEREAS, during his tenure, Alderman Craig served on the Fair Commission, the License Committee, the Finance Committee, the Parks Commission and the Library Board; and

WHEREAS, in addition to his public service as Alderman, Alderman Craig has served as the Whitnall School Board President, working to promote high services and teaching/learning experiences for our young Community members; and

WHEREAS, Alderman Craig's service has always been based upon his interest in serving the public and furthering the interests of those for whom he worked and protecting and improving the quality of life of all within the City of Franklin realm and beyond.

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

Presented to the City of Franklin Common Council this 21st Day of April, 2026.

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John R. Nelson, Mayor

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
APRIL 8, 2026  
MINUTES

ROLL CALL                   A.       The regular meeting of the Franklin Common Council was held on April 8, 2026, 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, 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 6:33 p.m. and was closed at 7:17 p.m.

MINUTES  
MARCH 17, 2026           C.1.     Alderman Hasan moved to approve the minutes of the Common Council meeting of March 17, 2026, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

MINUTES  
MARCH 16, 2026           C.2.     Alderman Hasan moved to approve the minutes of the Common Council meeting of March 16, 2026, as presented. Seconded by Alderman Craig. All voted Aye; motion carried.

MAYORAL  
APPOINTMENTS           E.1.     Alderwoman Eichmann moved to confirm the following Mayoral Appointments:  
(a)     David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Board of Zoning and Building Appeals, 3 year unexpired term expiring 04/30/26.  
(b)     David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Board of Zoning and Building Appeals, 3 year term expiring 04/30/29.  
(c)     Don Geiger, 6246 S. 118<sup>th</sup> St., Ald. Dist. 6 – Board of Water Commissioners, 5 year unexpired term expiring 09/30/28.  
(d)     Rick Oliva, 8434 S. 43<sup>rd</sup> St., Ald. Dist. 5 – Fire and Police Commission, 5 year unexpired term expiring 04/30/26.  
(e)     Rick Oliva, 8434 S. 43<sup>rd</sup> St., Ald. Dist. 5 – Fire and Police Commission, 5 year term expiring 04/30/31.  
Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

WEED COMMISSIONER  
APPOINTMENT           E.2.     Alderman Hasan moved to confirm the Mayoral Appointment of Weed Commissioner: Emily Brueggemann, 8972 S. 62st St., Ald. Dist. 4, as Weed Commissioner for the Calendar Year of 2026 at a Weed Cutting fee of \$105/hour. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

RES. NO. 2026-8455       G.1.     Alderman Hasan moved to adopt Resolution No. 2026-8455, A RESOLUTION CREATING TAX INCREMENTAL DISTRICT

TAX INCREMENTAL  
DISTRICT NO. 10  
CREATION

NO. 10, APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES CITY OF FRANKLIN, WISCONSIN. Seconded by Alderwoman Eichmann. On roll call, Alderman Peccarelli, Alderwoman Eichmann and Alderman Hasan voted Aye; Alderman Salous and Alderman Craig voted No. Motion carried.

Alderman Hasan left the meeting at 8:25 p.m.

RES. NO. 2026-8456  
CERTIFIED SURVEY  
MAP - 7154 S 76<sup>TH</sup> ST

G.2. Alderman Salous moved to adopt Resolution No. 2026-8456, A RESOLUTION CONDITIONALLY APPROVING A 4 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 2, CERTIFIED SURVEY MAP NO. 8318, OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6313, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5401 AND ADDITIONAL LANDS, ALL BEING PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (POTHS GENERAL LLC, APPLICANT)(INITECH LLC, PROPERTY OWNER)(APPROXIMATELY 7154 S. 76<sup>TH</sup> STREET). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Alderman Hasan returned to the meeting at 8:30 p.m.

RES. NO. 2026-8457  
CONSERVATION  
EASEMENT – 7154 S 76<sup>TH</sup>  
ST

G.3. Alderwoman Eichmann moved to adopt Resolution No. 2026-8457, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF CERTIFIED SURVEY MAP FOR THE POTHS GENERAL MIXED-USE MULTI-FAMILY RESIDENTIAL AND COMMERCIAL DEVELOPMENT UPON PROPERTY LOCATED AT APPROXIMATELY 7154 S. 76<sup>TH</sup> STREET (INITECH LLC, PROPERTY OWNER/APPLICANT), subject to technical corrections by the City Attorney. Seconded by Alderman Salous. On roll call, Alderman Salous, Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli voted Aye; Alderman Craig voted No. Motion carried.

MAXIMUM SOUND  
LEVEL – FRANKLIN  
FIELD

G.4. Alderwoman Eichmann moved to table to the Common Council meeting of April 21, 2026. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

MAXIMUM SOUND  
LEVEL – FOOD TRUCK  
RALLY

G.5. Alderwoman Eichmann moved to table to the Common Council meeting of April 21, 2026. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

MMSD SEWER  
EXTENTION  
PRESENTATION

G.6. Information purposes only. No Council action required.

RES. NO. 2026-8458  
2026 LOCAL STREET  
IMPROVEMENT  
PROJECT

G.7. Alderman Hasan moved to adopt Resolution No. 2026-8458, A RESOLUTION TO AWARD THE 2026 LOCAL STREET IMPROVEMENT PROGRAM TO PAYNE AND DOLAN, INC., IN THE AMOUNT OF \$2,982,752.26. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

Alderman Eichmann left the meeting at 8:32 p.m.  
Alderman Eichmann returned to the meeting at 8:36 p.m.

RES. NO. 2026-8459  
FENCE INSTALLATION -  
11415 W TESS CREEK ST

G.8. Alderman Craig moved to adopt Resolution No. 2026-8459, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-FOOT STORM SEWER DRAINAGE EASEMENT UPON LOT 6 OF TESS CREEK ESTATES SUBDIVISION. (11415 W. TESS CREEK ST.) (TKN 751-1006-000) (ESTAFANIA MORA HURTADO, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. NO. 2026-8460  
WATER MAIN  
EASEMENT

G.9. Alderman Eichmann moved to adopt Resolution No. 2026-8460, A RESOLUTION FOR ACCEPTANCE OF A WATERMAIN EASEMENT AT 7765 S. LOVERS LANE RD., TKN 795-9001-000. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. NO. 2026-8461  
STORM WATER  
MAINTENANCE  
AGREEMENT - ALDI

G.10. Alderman Eichmann moved to adopt Resolution no. 2026-8461, A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM ALDI STORES (7765 S. LOVERS LANE RD., TKN 795-9001-000). Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. NO. 2026-8462  
CONSERVATION  
EASEMENT FOR  
FRANKLIN HIGH  
SCHOOL

G.11. Alderman Salous moved to adopt Resolution No. 2026-8462, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A SITE PLAN AND NATURAL RESOURCE SPECIAL EXCEPTION FOR THE FRANKLIN HIGH SCHOOL PROJECT AT 8222 S. 51<sup>ST</sup> STREET FOR OFF-SITE MITIGATION UPON PROPERTY LOCATED ALONG WEST HILLTOP LANE BEARING TKN 885-9995-003 (FRANKLIN SCHOOL DISTRICT #5, PROPERTY OWNER/APPLICANT), subject to technical corrections by the City Attorney. Seconded by Alderman Hasan. All voted Aye; motion carried.

- RES. NO. 2026-8463  
CONSERVATION  
EASEMENT - 11311 W  
FOREST HOME
- G.12. Alderman Craig moved to adopt Resolution No. 2026-8463, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR 11311 W. FOREST HOME FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, (ENER-CON COMPANIES, INC., APPLICANT), subject to technical corrections by the City Attorney. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. NO. 2026-8464  
LAND COMBINATION
- G.13. Alderman Craig moved to adopt Resolution No. 2026-8464, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR 11836 & 0 W. ST. MARTINS ROAD (TKN 797-9941-000 & 797-9942-000) (MARKO GEROVAC, APPLICANTS AND PROPERTY OWNERS). Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. NO. 2026-8465  
AMEND RES. NO. 2025-  
8384 TO ACCEPT  
IMMUNIZATION GRANT
- G.14. Alderman Hasan moved to adopt Resolution No. 2026-8465, A RESOLUTION AMENDING RESOLUTION NO. 2025-8384 AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT THE 2025-2026 DIVISION OF PUBLIC HEALTH IMMUNIZATION GRANT CONTRACT. Seconded by Alderman Hasan. All voted Aye; motion carried.
- Mayor Nelson took a recess at 8:47 p.m.  
Mayor Nelson reconvened at 8:57 p.m.
- ORD. NO. 2026-2731  
AMEND ORD. NO. 2025-  
2712 FOR SEWER  
REHAB PROJECTS
- G.18. Alderman Hasan moved to adopt Ordinance No. 2026-2731, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE SEWER FUND TO PROVIDE \$200,000 OF SEWER REHAB APPROPRIATIONS FOR SEWER REHAB PROJECTS. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.
- FIRE DEPARTMENT  
FACILITIES UPDATE
- G.19. Alderman Hasan moved to accept the report and place on file. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- KNOX MEDVAULTS  
PURCHASE
- G.20. Alderman Hasan moved to approve the purchase of Knox MedVaults using existing grant funding from Department of Health Services (DHS) Funding Assistance Program (FAP), at a cost of \$14,782.00. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- KNOX KEY SECURE  
PURCHASE
- G.21. Alderman Hasan moved to approve the purchase of replacement Knox Key Secure devices for all Fire Department vehicles using existing appropriations in the 2026 Capital Improvement Fund, at a

cost not to exceed \$20,000. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. NO. 2026-2732  
AMEND LICENSE FEES

G.22. Alderwoman Eichmann moved to adopt Ordinance No. 2026-2732, AN ORDINANCE TO AMEND §121-9I. LICENSE FEES, FOR EXTRA ORDINARY ENTERTAINMENT AND AMUSEMENT (SPECIAL) EVENTS, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN TO CONFORM WITH THE FEES FOR SAME ADOPTED BY THE COMMON COUNCIL PURSUANT TO ORDINANCE NO. 2025-2713 ON NOVEMBER 18, 2025, AMENDING §169-1 LICENSES REQUIRED, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN. Seconded by Alderman Hasan. All voted Aye; motion carried.

SALE OF SURPLUS  
VEHICLES &  
EQUIPMENT

G.23. Council review only. No action necessary.

MISCELLANEOUS  
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of April 8, 2026.

Grant New 2025-26 Operator License to Ann Adamski, Jason Liedle, Patricia McCune, Jacquelyn Murphy, & Michael Salas;  
Hold 2025-26 New Operator License for Appearance to Faye Young;  
Hold Temporary Entertainment & Amusement License to Franklin Place Memory Care, Shelly Mrozinski, Franklin Place Car Show, 9201 W Drexel Ave, 06/06/26, 10:00 AM to 2:00 PM  
Grant 2025-2026 Amusement Device Operator License to East Central Coin Inc, 1460 Geiser Way, PO Box 318, Chilton, WI 53014, Robert Cullen.

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

Alderman Craig moved to approve the 2025-26 Operator License of John Braovac.

Grant Renewal 2026-27 Operator License to John Braovac;

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

VOUCHERS AND  
PAYROLL

I. Alderman Hasan moved to approve City vouchers with an ending date of April 2, 2026 in the amount of \$1,718,196.48, and payroll dated March 20, 2026 in the amount of \$500,383.61 and payments of the various payroll deductions in the amount of \$560,788.75 plus City matching payments, and payroll dated April 3, 2026 in the amount of \$471,049.90 and payments of the various payroll

deductions in the amount of \$280,715.03, plus City matching payments, and estimated payroll dated April 17, 2026 in the amount of \$510,000 and payments of the various payroll deductions in the amount of \$561,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ORD. NO. 2026-2733  
AMEND MUNICIPAL  
CODE FOR SUBSTANCE  
VIOLATIONS

G.17. Alderwoman Eichmann moved to adopt Ordinance No. 2026-2733, AN ORDINANCE TO AMEND §183-23.1D. OF THE MUNICIPAL CODE AS IT PERTAINS TO PENALTIES FOR HARMFUL SUBSTANCES VIOLATIONS. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. NO. 2026-2734  
AMEND COURT COSTS

G.15. Alderman Hasan moved to adopt Ordinance No. 2026-2734, AN ORDINANCE TO AMEND THE FRANKLIN MUNICIPAL CODE AS IT PERTAINS TO COURT COSTS IMPOSED IN MUNICIPAL COURT ACTIONS, subject to minor changes by City Attorney. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

UPDATED DEPOSIT  
SCHEDULE

G.16. Alderman Hasan moved to approve the Municipal Court Deposit Schedule to take effect May 1, 2026. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION  
JPM ACOUSTICS  
AGREEMENT  
AMENDMENT

G.24. Alderwoman Eichmann moved to enter closed session at 9:21 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:33 p.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

CLOSED SESSION  
CITY PERSONNEL  
COMPENSATION

G.25. Alderman Hasan moved to enter closed session at 9:34 p.m. pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to consider approval of a related budget allocation as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:51 p.m., Alderman Craig moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 9:55 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 4-21-2026
ORGANIZATIONAL BUSINESS	Mayoral and Aldermanic Board and Commission Appointments	ITEM NUMBER <i>E.2.-6.</i>
<p>1. Mayoral Aldermanic Appointments:</p> <ul style="list-style-type: none"> <li>(a) Alderman Peccarelli-License Committee, 1 year term expires 4/19/27.</li> <li>(b) Alderwoman Eichmann-License Committee, 1 year term expires 4/19/27.</li> <li>(c) Alderwoman Eichmann-Plan Commission, 1 year term expires 4/19/27.</li> <li>(d) Alderman Hasan-Board of Public Works, 3 year term expires 4/16/29.</li> <li>(e) Alderman Hasan-Personnel Committee, 3 year term expires 4/16/29.</li> <li>(f) Alderman Hasan-Quarry Monitoring Committee, 3 year term expires 5/1/29.</li> <li>(g) Alderman Hasan-Library Board, 3 year term expires 4/16/29.</li> <li>(h) Alderwoman Kresovic-Finance Committee, 1 year term expires 4/19/27.</li> <li>(i) Alderwoman Kresovic-Parks Commission, 1 year term expires 04/19/27.</li> <li>(j) Alderwoman Kresovic-Personnel Committee, 3 year term expires 4/16/29.</li> <li>(k) Alderman Salous-Plan Commission, 1 year term expires 4/19/27.</li> <li>(l) Alderwoman Kenney-License Committee, 1 year term expires 4/19/27.</li> <li>(m) Alderwoman Kenney-Fair Commission, 3 year expires 4/16/29.</li> <li>(n) Alderwoman Kenney-Finance Committee, 1 year term expires 4/19/27.</li> <li>(o) Alderwoman Kenney-Personnel Committee, 3 year term expires 4/16/29.</li> </ul> <p>2. Mayoral Boards and Commission Appointments:</p> <ul style="list-style-type: none"> <li>(p) Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 – Fair Commission (3 year term expiring 4/30/29).</li> <li>(q) Rosemarie Bosch, 11625 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission (3 year term expiring 4/30/29).</li> <li>(r) Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 – Finance Committee (1 year term expiring 4/30/27).</li> <li>(s) Fauzia Qureshi, 8550 W. Hawthorne Ln., Ald. Dist. 6 – Finance Committee (1 year term expiring 4/30/27).</li> <li>(t) Ryan Ross, 3800 W. Mary Ann Dr., Ald. Dist. 5 – Board of Zoning and Building Appeals (3 year term expiring 4/30/29).</li> <li>(u) Rebecca Eberhardt, 8607 S. Deerwood Ln., Ald. Dist. 6 – Board of Health (2 year term expiring 04/30/28).</li> <li>(v) James Rydlewicz, 9907 W. Rawson Ave., Ald. Dist. 2 – Board of Health (2 year term expiring 04/30/28).</li> <li>(w) Amy Marzofka, 7950 S. 61<sup>st</sup> St., Ald. Dist. 5 – Board of Health (2 year term expiring 04/30/28).</li> <li>(x) Jesse Valdez, 8557 S. Parkland Dr., Ald. Dist. 4 – Parks Commission (3 year term expiring 04/30/29).</li> <li>(y) Hamza Zuberi, 8550 W. Hawthorne Ln., Ald. Dist. 6 – Personnel Committee (3 year term expiring 04/30/29).</li> </ul>		

- (z) Kevin Haley, 8945 S. 116<sup>th</sup> St., Ald. Dist. 6 – Plan Commission (3 year term expiring 4/30/29).
  - (aa) Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 – Plan Commission (1 year term expiring 4/30/27).
  - (bb) Clark Johnson, 7703 W. Margaret Ln., Ald. Dist. 1 – Board of Public Works (3 year term expiring 4/30/29).
  - (cc) Ernest James Timm, 7605 S. North Cape Rd., Ald. Dist. 6 – Board of Public Works (3 year term expiring 4/30/29).
  - (dd) Rajiv Surana, 3754 W. Cypress Ln., Ald. Dist. 3 – Technology Commission (3 year term expiring 4/30/29).
  - (ee) James Rehberger, 5522 County Line Road, Ald. Dist. 4 – Technology Commission (3 year term expiring 4/30/29).
  - (ff) Sherri Dodd Tunicelli, 7711 W. Stonewood Dr., Ald. Dist. 1 – Board of Review (3 year term expiring 4/16/29).
  - (gg) Nicholas Poplar, 11856 W. Ryan Rd., Ald. Dist. 6 – Fire and Police Commission (5 year term expiring 4/30/31).
  - (hh) Timothy Burch, 7466 S. 46<sup>th</sup> St., Ald. Dist. 3 – Park Commission (3 year term expiring 04/30/29).
3. Alderwoman Kresovic, District 4 Board of Review Appointment: Dawn Kamalian, 3609 W. Sherwood Dr., Ald. Dist. 4 – Board of Review (3 year term expiring 4/20/29).
  4. Alderman Hasan, District 3 Board of Review Appointment: Ahmed Abubaker, 4015 W. Jerelin Dr., Ald. Dist. 3 – Board of Review (3 year term expiring 4/20/29).
  5. Alderwoman Kenney, District 6 Board of Review Appointment: Angie Lopez, 7818 W. Imperial Dr., Ald. Dist. 2 – Board of Review (3 year term expiring 4/20/29).

## COUNCIL ACTION

Motion to confirm the following Mayoral and Aldermanic appointments:

1. Mayoral Aldermanic Appointments:
  - (a) Alderman Peccarelli-License Committee, 1 year term expires 4/19/27.
  - (b) Alderwoman Eichmann-License Committee, 1 year term expires 4/19/27.
  - (c) Alderwoman Eichmann-Plan Commission, 1 year term expires 4/19/27.
  - (d) Alderman Hasan-Board of Public Works, 3 year term expires 4/16/29.
  - (e) Alderman Hasan-Personnel Committee, 3 year term expires 4/16/29.
  - (f) Alderman Hasan-Quarry Monitoring Committee, 3 year term expires 5/1/29.
  - (g) Alderman Hasan-Library Board, 3 year term expires 4/16/29.
  - (h) Alderwoman Kresovic-Finance Committee, 1 year term expires 4/19/27.
  - (i) Alderwoman Kresovic-Parks Commission, 1 year term expires 04/19/27.
  - (j) Alderwoman Kresovic-Personnel Committee, 3 year term expires 4/16/29.
  - (k) Alderman Salous-Plan Commission, 1 year term expires 4/19/27.
  - (l) Alderwoman Kenney-License Committee, 1 year term expires 4/19/27.
  - (m) Alderwoman Kenney-Fair Commission, 3 year expires 4/16/29.
  - (n) Alderwoman Kenney-Finance Committee, 1 year term expires 4/19/27.
  - (o) Alderwoman Kenney-Personnel Committee, 3 year term expires 4/16/29.

2. Mayoral Boards and Commission Appointments:

- (p) Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 – Fair Commission (3 year term expiring 4/30/29).
- (q) Rosemarie Bosch, 11625 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission (3 year term expiring 4/30/29).
- (r) Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 – Finance Committee (1 year term expiring 4/30/27).
- (s) Fauzia Qureshi, 8550 W. Hawthorne Ln., Ald. Dist. 6 – Finance Committee (1 year term expiring 4/30/27).
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- (u) Rebecca Eberhardt, 8607 S. Deerwood Ln., Ald. Dist. 6 – Board of Health (2 year term expiring 04/30/28).
- (v) James Rydlewicz, 9907 W. Rawson Ave., Ald. Dist. 2 – Board of Health (2 year term expiring 04/30/28).
- (w) Amy Marzofka, 7950 S. 61<sup>st</sup> St., Ald. Dist. 5 – Board of Health (2 year term expiring 04/30/28).
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- (y) Hamza Zuberi, 8550 W. Hawthorne Ln., Ald. Dist. 6 – Personnel Committee (3 year term expiring 04/30/29).
- (z) Kevin Haley, 8945 S. 116<sup>th</sup> St., Ald. Dist. 6 – Plan Commission (3 year term expiring 4/30/29).
- (aa) Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 – Plan Commission (1 year term expiring 4/30/27).
- (bb) Clark Johnson, 7703 W. Margaret Ln., Ald. Dist. 1 – Board of Public Works (3 year term expiring 4/30/29).
- (cc) Ernest James Timm, 7605 S. North Cape Rd., Ald. Dist. 6 – Board of Public Works (3 year term expiring 4/30/29).
- (dd) Rajiv Surana, 3754 W. Cypress Ln., Ald. Dist. 3 – Technology Commission (3 year term expiring 4/30/29).
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- (ff) Sherri Dodd Tomicelli, 7711 W. Stonewood Dr., Ald. Dist. 1 – Board of Review (3 year term expiring 4/16/29).
- (gg) Nicholas Poplar, 11856 W. Ryan Rd., Ald. Dist. 6 – Fire and Police Commission (5 year term expiring 4/30/31).
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5. Alderwoman Kenney, District 6 Board of Review Appointment: Angie Lopez, 7818 W. Imperial Dr., Ald. Dist. 2 – Board of Review (3 year term expiring 4/20/29).

MAYOR-JRN

## Maggie Poplar

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Thursday, April 16, 2026 9:07 AM  
**To:** Lisa Huening; Shirley Roberts; Maggie Poplar  
**Subject:** Volunteer Fact Sheet

**Name:** Sherri Dodd Tumicelli  
**PhoneNumber:**  
**EmailAddress:** ms.sdodd@gmail.com  
**YearsasResident:** 20  
**Alderman:** 1  
**ArchitecturalBoard:**  
**CivicCelebrations:**  
**CommunityDevelopmentAuthority:**  
**EconomicDevelopmentCommission:**  
**EnvironmentalCommission:**  
**FinanceCommittee:**  
**FairCommission:**  
**BoardofHealth:**  
**FirePoliceCommission:**  
**ParksCommission:**  
**LibraryBoard:**  
**PlanCommission:**  
**PersonnelCommittee:**  
**BoardofReview:** on  
**BoardofPublicWorks:**  
**QuarryMonitoringCommittee:**  
**TechnologyCommission:**  
**TourismCommission:**  
**BoardofZoning:**  
**WasteFacilitiesMonitoringCommittee:**  
**BoardWaterCommissioners:**  
**CompanyNameJob1:** Pius XI Catholic High School  
**CompanyAddressJob1:** 135 N 76th St, Milwaukee, WI 53213  
**TelephoneJob1:** (414) 290-7000  
**StartDateandPositionJob1:** Fall 2022  
**EndDateandPositionJob1:** Present / Substitute Teacher  
**CompanyNameJob2:** Pius XI Catholic High School  
**AddressJob2:** 135 N 76th St, Milwaukee, WI 53213

**TelephoneJob2:** (414) 290-7000  
**StartDateandPositionJob2:** Fall 2013 / Ed Tech Co & Teacher  
**EndDateandPositionJob2:** Spring 2022 / Teacher  
**CompanyNameJob3:** Milwaukee Montessori School  
**AddressJob3:** 345 N 95th St, Milwaukee, WI 53226  
**TelephoneJob3:** (414) 259-0370  
**StartDateandPositionJob3:** Fall 2007 / Admin Assistant  
**EndDateandPositionJob3:** Spring 2013 / Teacher  
**Signature:** Sherri Dodd Tumicelli  
**Date:** April 16, 2026  
**Signature2:** Sherri Dodd Tumicelli  
**Date2:** Date: April 16, 2026  
**SourceDocID:** 9278  
**SourceNavName:** Volunteer Fact Sheet  
**Address:** 7711 W Stonewood Dr  
**PriorityListing:**

**WhyInterested:** A friend made a request for a volunteer to fill the vacant position, and I have knowledge of the subject. I am happy to be of service to the community and view this as an opportunity to be involved in local government.

**DescriptionofDutiesJob1:** Take attendance, monitor behavior, implement lesson plan, proctor tests

**DescriptionofDutiesJob2:** Create and deliver lessons, evaluate student performance, and all other duties as required

**DescriptionofDutiesJob3:** Small school, many hats. Managed educational software, student testing, developed technology curriculum, taught game development, spanish, and history, grades PK - 8.

**AdditionalExperience:** I grew up in a real estate appraisal family and worked for my parents. I held the tape measure, verified rooms and construction materials, and "typed up" appraisals and inspection letters for the bank and/or mortgage company. I am not a licensed appraiser, but I am familiar with the terms and standards for valuing property and can identify valid comparables. To this day, the value of real estate is a common dinner table topic. My family lives in NC, so there is no conflict of interest with real estate in Wisconsin.

[See Current Results](#)





## Maggie Poplar

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Wednesday, March 12, 2025 2:11 PM  
**To:** Lisa Huening; Shirley Roberts; Maggie Poplar  
**Subject:** Volunteer Fact Sheet

**Name:** Timothy Burch  
**PhoneNumber:**  
**EmailAddress:** timberrrch@gmail.com  
**YearsasResident:** 29  
**Alderman:** 3  
**ArchitecturalBoard:**  
**CivicCelebrations:**  
**CommunityDevelopmentAuthority:**  
**EconomicDevelopmentCommission:**  
**EnvironmentalCommission:** on  
**FinanceCommittee:**  
**FairCommission:**  
**BoardofHealth:**  
**FirePoliceCommission:**  
**ParksCommission:** on  
**LibraryBoard:**  
**PlanCommission:**  
**PersonnelCommittee:**  
**BoardofReview:**  
**BoardofPublicWorks:**  
**QuarryMonitoringCommittee:**  
**TechnologyCommission:**  
**TourismCommission:**  
**BoardofZoning:**  
**WasteFacilitiesMonitoringCommittee:**  
**BoardWaterCommissioners:**  
**CompanyNameJob1:** City of Franklin  
**CompanyAddressJob1:**  
**TelephoneJob1:**  
**StartDateandPositionJob1:** 2004-2005? Environmental Commission  
**EndDateandPositionJob1:** Chair - Environmental Commission  
**CompanyNameJob2:** Milwaukee Area Land Conservancy  
**AddressJob2:** P.O. Box 320304 Franklin, WI 53132

**TelephoneJob2:** 414- 377- 3851  
**StartDateandPositionJob2:** 2004  
**EndDateandPositionJob2:** 2005 - President  
**CompanyNameJob3:** M.A.T.C.  
**AddressJob3:** 700 W. State  
**TelephoneJob3:** 414-297-7439  
**StartDateandPositionJob3:** 8/96  
**EndDateandPositionJob3:** to Present - Faculty  
**Signature:** Tim Burch  
**Date:** 3/12/25  
**Signature2:** Tim Burch  
**Date2:** March 12th, 2025  
**Address:** 7466 s. 46th St.  
**PriorityListing:** #1 Parks #2 Environmental

**WhyInterested:** I have a long-standing interest in outdoor recreation and natural area preservation/conservation. I would like to help Franklin preserve its natural areas and work to make them an attractive amenity for the citizens of Franklin.

**DescriptionofDutiesJob1:**

**DescriptionofDutiesJob2:** Prepare Agendas, run board meetings, oversee land acquisition and conservation efforts

**DescriptionofDutiesJob3:** I teach General Chemistry, Biochemistry, Organic Chemistry and also a course on Sustainability.  
I am an avid hiker, XC-skier, trail-runner (retired) and musher (Member of the Wisconsin Trail Blazers Sled dog club and International Sled Dog Racing Association). For the past 11 years I have maintained the mowed paths at the Victory Creek Special Park (as described on the Franklin Parks and Trails map: <https://www.franklinwi.gov/Departments/Parks-Recreation.htm>). In addition to mowing, I have worked to managing non-native invasive plants at this park (Buckthorn, Honeysuckle, Garlic Mustard and Purple Loosestrife). I have done similar work with the Milwaukee Area Land Conservancy and the Ice Age Trail Alliance. Work with the IATA also included improving infrastructure: building boardwalks, bridges, stone steps/retaining walls etc.

**AdditionalExperience:**

[See Current Results](#)

## Maggie Poplar

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Wednesday, April 8, 2026 11:01 PM  
**To:** Lisa Huening; Shirley Roberts; Maggie Poplar  
**Subject:** Volunteer Fact Sheet

**Name:** Ahmed Abubaker  
**PhoneNumber:**  
**EmailAddress:** aabubaker@gmail.com  
**YearsasResident:** 12  
**Alderman:** 3  
**ArchitecturalBoard:**  
**CivicCelebrations:**  
**CommunityDevelopmentAuthority:**  
**EconomicDevelopmentCommission:** on  
**EnvironmentalCommission:**  
**FinanceCommittee:** on  
**FairCommission:**  
**BoardofHealth:**  
**FirePoliceCommission:**  
**ParksCommission:**  
**LibraryBoard:**  
**PlanCommission:**  
**PersonnelCommittee:**  
**BoardofReview:** on  
**BoardofPublicWorks:**  
**QuarryMonitoringCommittee:**  
**TechnologyCommission:**  
**TourismCommission:**  
**BoardofZoning:**  
**WasteFacilitiesMonitoringCommittee:**  
**BoardWaterCommissioners:**  
**CompanyNameJob1:** City of Milwaukee - Dept of Public Works  
**CompanyAddressJob1:** 841 N Broadway Milwaukee WI 53202  
**TelephoneJob1:** 4142865591  
**StartDateandPositionJob1:** 09/02/2012  
**EndDateandPositionJob1:**  
**CompanyNameJob2:** AA BAKER REALTORS  
**AddressJob2:** 4015 W Jerelin Dr

**TelephoneJob2:** 4147373661  
**StartDateandPositionJob2:** 01/01/2015  
**EndDateandPositionJob2:**  
**CompanyNameJob3:**  
**AddressJob3:**  
**TelephoneJob3:**  
**StartDateandPositionJob3:**  
**EndDateandPositionJob3:**  
**Signature:** Ahmed Abubaker  
**Date:** 04/08/2026  
**Signature2:** Ahmed Abubaker  
**Date2:** 04/09/2026  
**Address:** 4015 W Jerelin Dr  
**PriorityListing:** Board of Review Finance committee Economic Development Commission  
**WhyInterested:** Helping in advance and elevating my beloved city and its residents.  
**DescriptionofDutiesJob1:** City of Milwaukee Facilities Manager  
**DescriptionofDutiesJob2:** Real Estate Broker  
**DescriptionofDutiesJob3:**  
**AdditionalExperience:**  
See Current Results

## Maggie Poplar

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Monday, April 13, 2026 11:51 AM  
**To:** Lisa Huening; Shirley Roberts; Maggie Poplar  
**Subject:** Volunteer Fact Sheet

**Name:** Angie Lopez  
**PhoneNumber:**  
**EmailAddress:** amlopez4@yahoo.com  
**YearsasResident:** 19.75  
**Alderman:**  
**ArchitecturalBoard:**  
**CivicCelebrations:**  
**CommunityDevelopmentAuthority:**  
**EconomicDevelopmentCommission:**  
**EnvironmentalCommission:**  
**FinanceCommittee:**  
**FairCommission:**  
**BoardofHealth:**  
**FirePoliceCommission:**  
**ParksCommission:**  
**LibraryBoard:**  
**PlanCommission:**  
**PersonnelCommittee:**  
**BoardofReview:** on  
**BoardofPublicWorks:**  
**QuarryMonitoringCommittee:**  
**TechnologyCommission:**  
**TourismCommission:**  
**BoardofZoning:**  
**WasteFacilitiesMonitoringCommittee:**  
**BoardWaterCommissioners:**  
**CompanyNameJob1:** City Of Milwaukee  
**CompanyAddressJob1:** 200 E Wells St, RM 507, Milwaukee WI  
**TelephoneJob1:** 414-286-3171 (my office #)  
**StartDateandPositionJob1:** October 2015 / Commercial Property Appraiser 3  
**EndDateandPositionJob1:** Currently Employed  
**CompanyNameJob2:**  
**AddressJob2:**

**TelephoneJob2:**

**StartDateandPositionJob2:**

**EndDateandPositionJob2:**

**CompanyNameJob3:**

**AddressJob3:**

**TelephoneJob3:**

**StartDateandPositionJob3:**

**EndDateandPositionJob3:**

**Signature:**

Angie Lopez

**Date:**

April 13, 2026

**Signature2:**

Angie Lopez

**Date2:**

April 13, 2026

**SourceDocID:**

9278

**SourceNavName:**

Volunteer Fact Sheet

**Address:**

7818 W Imperial Drive Franklin, WI 53132

**PriorityListing:**

**WhyInterested:**

I am interested in serving on the Board of Review as a way to give back to the community I have called home for nearly 20 years while applying my professional expertise. I have extensive experience with property valuation, mass appraisal practices, and the assessment and appeal process as outlined by Wisconsin Statutes and the Wisconsin Property Assessment Manual. Serving on the Board of Review would allow me to contribute to a fair and consistent review process by applying a strong understanding of valuation principles, market analysis, and the evidentiary standards required to support or challenge an assessment. I am confident in my ability to evaluate testimony and documentation objectively while maintaining the integrity of the process.

**DescriptionofDutiesJob1:**

Responsible for listing, valuing, and defending property assessments using all recognized approaches to value. Experienced with a wide range of property types, including residential and condominium properties, with a primary focus on complex commercial properties.

**DescriptionofDutiesJob2:**

**DescriptionofDutiesJob3:**

**AdditionalExperience:**

In addition to my professional experience, I bring strong analytical and communication skills, supported by a B.A. in Professional Communication. My work requires reviewing detailed information and applying standards consistently and objectively. I regularly interact with property owners, agents, tax representatives, and attorneys, which has strengthened my ability to listen, communicate clearly, and fairly evaluate differing perspectives. I have also been actively involved in my

community through the Blue Star Mothers of Southeastern Wisconsin Chapter 2, where I have served as 2nd Vice President since 2020. Our chapter has over 60 members and is part of a nationally recognized organization chartered by Congress. In this role, I have gained valuable experience in leadership, collaboration, and community engagement.

[See Current Results](#)

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 21, 2026
REPORTS & RECOMMENDATIONS	A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #882-9993-001	ITEM NUMBER G.I.(a) Ald. Dist. 4

**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2025 tax year. Due to a palpable error, the value has been reduced by \$50,900.

**ANALYSIS**

Parcel: 882-9993-001  
 Owner: Kamyar Saeian  
 Address: 5332 W. Ryan Rd.

Per the City’s Assessor, the initial 2025 assessment was incorrect. The original assessment should have incorporated the proper sewer/water listing.

**FISCAL NOTE**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$181.91. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$666.82.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the tax bill being outstanding, \$765.34 will be directly applied to the outstanding balance on the property tax bill and the remaining \$83.39 will be refunded to the property owner.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2026-\_\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #882-9993-001; and direct staff to directly apply \$765.34 to the outstanding balance on the property tax bill and refund the property owner the remaining \$83.39.

**Finance Dept - DB**

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026-\_\_\_\_\_

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR PARCEL #882-9993-001

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), which states that a clerical error has been made in the description of the property, and a partial rescission and refund of the tax due is appropriate:

Kamyar Saeian  
5332 W. Ryan Rd.  
Franklin, WI 53132  
(Parcel #882-9993-001) \$848.73

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the outstanding property bill in the sum of \$765.34 and refund the property owner a sum of \$83.39; and

BE IT FURTHER RESOLVED, that the proper City Officials authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

*Funds for this purpose are appropriated from the following Account Numbers:*

<i>01-0000-1415</i>	<i>Milwaukee County</i>	<i>\$161.64</i>
<i>01-0198-5543</i>	<i>City of Franklin</i>	<i>\$181.91</i>
<i>01-0000-1412</i>	<i>MATC</i>	<i>\$39.24</i>
<i>01-0000-1411</i>	<i>Franklin School District</i>	<i>\$402.51</i>
<i>01-0000-1413</i>	<i>MMSD</i>	<i>\$63.43</i>

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Passed at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

# 2025 Real Estate Tax Summary

04/16/2026 03:52 PM

Page 1 Of 1

Parcel #: 8829993001  
 Alt. Parcel #: 226 - CITY OF FRANKLIN  
 MILWAUKEE COUNTY, WISCONSIN

**Tax Address:**  
 KAMYAR SAEIAN  
 SHARAREH M BAKHSHLANGRODDY  
 W150 S8255 HARVEST CT  
 MUSKEGO WI 53150-7706

**Owner(s):** O = Current Owner, C = Current Co-Owner  
 O - SAEIAN, KAMYAR  
 C - BAKHSHLANGRODDY, SHARAREH M

**Districts:** SC = School, SP = Special  
**Type Dist # Description**  
 SC 1900 FRANKLIN SCHOOL DIST  
 SP 5020 MMSD

**Property Address(es):** \* = Primary  
 \* 5332 W RYAN RD

**Abbreviated Description:** Acres: 0.770  
 (See recorded documents for a complete legal description )  
 W 60 FT OF E 973 FT OF N 599.98 FT OF S  
 660 FT OF SW

**Parcel History:**

Date	Doc #	Vol/Page	Type
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**Plat:** \* = Primary  
**Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**

Tax Bill #:	379207	Net Mill Rate	0 016674075	Installments	
Land Value	183,600	Gross Tax	3,357.98	<b>End Date</b>	<b>Total</b>
Improve Value	0	School Credit	296.61	1 01/31/2026	1,530.69
Total Value	183,600	Total	3,061.37	2 03/31/2026	765.34
Ratio	0.9075	First Dollar Credit	0.00	3 05/31/2026	765.34
Fair Mrkt Value	202,300	Lottery Credit 0 Claims	0.00		
		Net Tax	3,061.37		

	Amt Due	Amt Paid	Balance	Bal. Codes
Net Tax	3,061.37	2,296.03	765.34	P
Special Assmnt	0.00	0.00	0.00	N
Special Chrg	0.00	0.00	0.00	
Delinquent Chrg	0.00	0.00	0.00	
Private Forest	0.00	0.00	0.00	
Woodland Tax	0.00	0.00	0.00	
Managed Forest	0.00	0.00	0.00	
Prop. Tax Interest	0.00	0.00	0.00	
Spec. Tax Interest	0.00	0.00	0.00	
Prop. Tax Penalty	0.00	0.00	0.00	
Spec. Tax Penalty	0.00	0.00	0.00	
Other Charges	0.00	0.00	0.00	
<b>TOTAL</b>	<b>3,061.37</b>	<b>2,296.03</b>	<b>765.34</b>	

**Notes:**

**Payment History:** (Posted Payments)

Date	Receipt #	Source	Type	Amount	GPT	SA	Int.	Pen.	Total
02/04/2026	999999	M	T	1,530.69	P	N	0.00	0.00	1,530.69
04/03/2026	232717	M	T	765.34	P	N	0.00	0.00	765.34

**Key:** Balance Code: D - Delinquent, P - Postponed, N - No Balance  
 Payment Source: C - County, M - Municipality  
 Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

## 2026 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code 40226	County MILWAUKEE Municipality CITY OF FRANKLIN	Case No.	Report Type ORIGINAL
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<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 882-9993-001	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Kamyar Saeian	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Com	183,600		183,600	Com	132,700		132,700	50,900
Total								

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions <i>(excluding interest)</i>			
District Code	District Type	District Name	Net Tax
	STATE	STATE OF WISCONSIN	
40999	COUNTY	MILWAUKEE COUNTY	
40226	MUNICIPALITY	CITY OF FRANKLIN	
404018	SCHOOL		
000900	TECHNICAL COLLEGE	MILWAUKEE AREA TECHNICAL COLLEGE MILW	
405020	SPECIAL	MILWAUKEE COUNTY METRO SEWER DISTRICT	
Total net tax rescinded or refunded <i>(excluding interest)</i>			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction to sewer/water listing	

**2026 Request for Chargeback  
of Rescinded or Refunded Taxes**

**Preparer**

Name	Title
Danielle Brown	Treasurer
Email	Phone
dbrown@franklinwi.gov	(414) 427-7514

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

Name	Kamyar Saeian			
Parcel ID	882-9993-001			
Assessed Value -	Original	\$183,600		
Assessed Value -	Revised	\$132,700		
Payments Due	-50,900			
Lottery Credit	0.00			
1/31	1,530.69	1,106.32	424.37	
3/31	765.34	553.16	212.18	
5/31	765.34	553.16	212.18	
	<u>3,061.37</u>	<u>2,212.64</u>	<u>848.73</u>	

	2025 Rate	Original Amount	Adjusted Amount	Difference	State Report Difference
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.4833156	639.54	462.24	177.30
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01.0198.5543	3.9199113	719.70	520.17	199.53
MATC (VTAE)	01.0000.1412	0.8455435	155.24	112.20	43.04
1 Franklin Schools	01.0000.1411	8.6739511	1,592.54	1,151.03	441.51
State School Levy credit		-1.6155230	-296.61	-214.38	-82.23
MMSD	01 0000.1413	1.3668765	250.96	181.38	69.58
		<u>16.6740750</u>	<u>3,061.37</u>	<u>2,212.64</u>	<u>848.73</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01.0000.1411	8.6739511
Oak Creek/Franklin School:	01.0000.1418	7.6625654
Whitnall Schools	01.0000.1419	8.1251365
No Sewer		0.0000000

TOTAL

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  April 21, 2026</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #882-9991-000</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> G.1-(b) Ald. Dist. 4</p>

**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2025 tax year. Due to a palpable error, the value has been reduced by \$20,500.

**ANALYSIS**

Parcel: 882-9991-000  
 Owner: Kamyar Saeian  
 Address: 5422 W. Ryan Rd.

Per the City's Assessor, the initial 2025 assessment was incorrect. The original assessment should have incorporated the proper sewer/water listing.

**FISCAL NOTE**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$73.26. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$268.54.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the tax bill being outstanding, \$308.47 will be directly applied to the outstanding balance on the property tax bill and the remaining \$33.33 will be refunded to the property owner.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2026-\_\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #882-9991-000; and direct staff to directly apply \$308.47 to the outstanding balance on the property tax bill and refund the property owner the remaining \$33.33.

**Finance Dept - DB**

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026-\_\_\_\_\_

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR PARCEL #882-9991-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), which states that a clerical error has been made in the description of the property, and a partial rescission and refund of the tax due is appropriate:

Kamyar Saeian  
5422 W. Ryan Rd.  
Franklin, WI 53132  
(Parcel #882-9991-000) \$341.80

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the outstanding property bill in the sum of \$308.47 and refund the property owner a sum of \$33.33; and

BE IT FURTHER RESOLVED, that the proper City Officials authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

*Funds for this purpose are appropriated from the following Account Numbers:*

<i>01-0000-1415</i>	<i>Milwaukee County</i>	<i>\$65.10</i>
<i>01-0198-5543</i>	<i>City of Franklin</i>	<i>\$73.26</i>
<i>01-0000-1412</i>	<i>MATC</i>	<i>\$15.80</i>
<i>01-0000-1411</i>	<i>Franklin School District</i>	<i>\$162.10</i>
<i>01-0000-1413</i>	<i>MMSD</i>	<i>\$25.54</i>

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Passed at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

# 2025 Real Estate Tax Summary

04/16/2026 03:47 PM

Page 1 Of 1

**Parcel #:** 8829991000  
**Alt. Parcel #:**

226 - CITY OF FRANKLIN  
 MILWAUKEE COUNTY, WISCONSIN

**Tax Address:**  
 KAMYAR SAEIAN  
 SHARAREH MIRJAHAN BAKHSHLANGRODDY  
 W150S8255 HARVEST CT  
 MUSKEGO WI 53150

**Owner(s):** O = Current Owner, C = Current Co-Owner  
 O - SAEIAN, KAMYAR  
 C - BAKHSHLANGRODDY, SHARAREH MIRJAHAN

**Districts:** SC = School, SP = Special  

Type	Dist #	Description
SC	1900	FRANKLIN SCHOOL DIST
SP	5020	MMSD

**Property Address(es):** \* = Primary  
 \* 5422 W RYAN RD

**Abbreviated Description:** Acres: 0.670  
 (See recorded documents for a complete legal description )  
 S 211 FT OF W 264 FT OF SE QUAR OF SW 23  
 5 21 EXC S 60

**Parcel History:**  

Date	Doc #	Vol/Page	Type
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**Plat:** \* = Primary

**Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**

Tax Bill #:	379205	Net Mill Rate	0 016674075	Installments		
Land Value	74,000	Gross Tax	1,353.43	<b>End Date</b>	<b>Total</b>	
Improve Value	0	School Credit	119.55	1	01/31/2026	616.94
Total Value	74,000	Total	1,233.88	2	03/31/2026	308.47
Ratio	0.9075	First Dollar Credit	0.00	3	05/31/2026	308.47
Fair Mrkt Value	81,500	Lottery Credit	0.00			
		Net Tax	1,233.88			

	Amt Due	Amt Paid	Balance	Bal. Codes
Net Tax	1,233.88	925.41	308.47	P
Special Assmnt	0.00	0.00	0.00	N
Special Chrg	0.00	0.00	0.00	
Delinquent Chrg	0.00	0.00	0.00	
Private Forest	0.00	0.00	0.00	
Woodland Tax	0.00	0.00	0.00	
Managed Forest	0.00	0.00	0.00	
Prop. Tax Interest	0.00	0.00	0.00	
Spec. Tax Interest	0.00	0.00	0.00	
Prop. Tax Penalty	0.00	0.00	0.00	
Spec. Tax Penalty	0.00	0.00	0.00	
Other Charges	0.00	0.00	0.00	
<b>TOTAL</b>	<b>1,233.88</b>	<b>925.41</b>	<b>308.47</b>	

**Notes:**

**Payment History:** (Posted Payments)

Date	Receipt #	Source	Type	Amount	GPT	SA	Int.	Pen.	Total
02/04/2026	231122	M	T	616.94	P	N	0.00	0.00	616.94
04/03/2026	232715	M	T	308.47	P	N	0.00	0.00	308.47

**Key:** Balance Code D - Delinquent, P - Postponed, N - No Balance  
 Payment Source: C - County, M - Municipality  
 Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

## 2026 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code 40226	County MILWAUKEE Municipality CITY OF FRANKLIN	Case No.	Report Type ORIGINAL
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<b>Property Information</b>			
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 882-9991-000	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number
Property owner name Kamyar Saeian	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Com	74,000		74,000	Com	53,500		53,500	20,500
Total								

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE	STATE OF WISCONSIN	
40999	COUNTY	MILWAUKEE COUNTY	
40226	MUNICIPALITY	CITY OF FRANKLIN	
404018	SCHOOL		
000900	TECHNICAL COLLEGE	MILWAUKEE AREA TECHNICAL COLLEGE MILW	
405020	SPECIAL	MILWAUKEE COUNTY METRO SEWER DISTRICT	
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction to sewer/water listing	

**2026 Request for Chargeback  
of Rescinded or Refunded Taxes**

<b>Preparer</b>	
Name	Title
Danielle Brown	Treasurer
Email	Phone
dbrown@franklinwi.gov	(414) 427-7514

<b>Signature Statement</b>
Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.
Do you agree with this statement? <input type="checkbox"/> Yes <input type="checkbox"/> No

Name	Kamyar Saeian			
Parcel ID	882-9991-000			
Assessed Value -	Original	\$74,000		
Assessed Value -	Revised	\$53,500		
Payments Due	-20,500			
Lottery Credit	0.00	0.00	0.00	
1/31	616.94	446.04	170.90	
3/31	308.47	223.02	85.45	
5/31	308.47	223.02	85.45	
	<u>1,233.88</u>	<u>892.08</u>	<u>341.80</u>	

	2025 Rate	Original Amount	Adjusted Amount	Difference	State Report Difference
State Tax	0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01.0000.1415	3.4833156	257.77	186.36	71.41
Sales Tax Credit		0.0000000	0.00	0.00	0.00
City of Franklin	01.0198.5543	3.9199113	290.07	209.72	80.35
MATC (VTAE)	01.0000.1412	0.8455435	62.57	45.24	17.33
1 Franklin Schools	01.0000.1411	8.6739511	641.87	464.06	177.81
State School Levy credit		-1.6155230	-119.55	-86.43	-33.12
MMSD	01.0000.1413	1.3668765	101.15	73.13	28.02
		<u>16.6740750</u>	<u>1,233.88</u>	<u>892.08</u>	<u>341.80</u>

Milwaukee County is entitled to the Sales tax credit  
The School levy credit is proportioned among all taxing districts  
The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01.0000.1411	8.6739511
Oak Creek/Franklin School:	01.0000.1418	7.6625654
Whitnall Schools	01.0000.1419	8.1251365
No Sewer		0.0000000

TOTAL

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  April 21, 2026</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #882-9992-001</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> G.I.CC) Ald. Dist. 4</p>

**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2025 tax year. Due to a palpable error, the value has been reduced by \$155,100.

**ANALYSIS**

Parcel: 882-9992-001  
 Owner: Kamyar Saeian  
 Address: 5400 W. Ryan Rd.

Per the City's Assessor, the initial 2025 assessment was incorrect. The original assessment should have incorporated the proper sewer/water listing.

**FISCAL NOTE**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$554.27. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$2,031.87.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the tax bill being outstanding, \$2,330.20 will be directly applied to the outstanding balance on the property tax bill and the remaining \$255.94 will be refunded to the property owner.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2026-\_\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #882-9992-001; and direct staff to directly apply \$2,330.20 to the outstanding balance on the property tax bill and refund the property owner the remaining \$255.94.

**Finance Dept - DB**

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026-\_\_\_\_\_

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR PARCEL #882-9992-001

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), which states that a clerical error has been made in the description of the property, and a partial rescission and refund of the tax due is appropriate:

Kamyar Saeian 5400 W. Ryan Rd. Franklin, WI 53132 (Parcel #882-9992-001)	\$2,586.14
---	------------

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the outstanding property bill in the sum of \$2,330.20 and refund the property owner a sum of \$255.94; and

BE IT FURTHER RESOLVED, that the proper City Officials authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

*Funds for this purpose are appropriated from the following Account Numbers:*

01-0000-1415	Milwaukee County	\$492.54
01-0198-5543	City of Franklin	\$554.27
01-0000-1412	MATC	\$119.56
01-0000-1411	Franklin School District	\$1,226.50
01-0000-1413	MMSD	\$193.27

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Passed at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

# 2025 Real Estate Tax Summary

04/16/2026 03:29 PM

Page 1 Of 1

Parcel #: 8829992001  
Alt. Parcel #:

226 - CITY OF FRANKLIN  
MILWAUKEE COUNTY, WISCONSIN

**Tax Address:**

KAMYAR SAEIAN  
SHARAREH M BAKHSHLANGRODDY  
W150 S8255 HARVEST CT  
MUSKEGO WI 53150-7706

**Owner(s):**

O = Current Owner, C = Current Co-Owner  
O - SAEIAN, KAMYAR  
C - BAKHSHLANGRODDY, SHARAREH M

**Districts:** SC = School, SP = Special

Type	Dist #	Description
SC	1900	FRANKLIN SCHOOL DIST
SP	5020	MMSD

**Property Address(es):**

\* 5400 W RYAN RD

\* = Primary

**Abbreviated Description:** Acres: 3.660  
(See recorded documents for a complete legal description )  
COM 973 FT W & 60.02 FT N OF SE COR OF  
SW 23-5-21 TH

**Parcel History:**

Date	Doc #	Vol/Page	Type
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**Plat:** \* = Primary

**Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**

Tax Bill #:	379206	Net Mill Rate	0.016674075	Installments	
Land Value	559,000	Gross Tax	10,223.88	<b>End Date</b>	<b>Total</b>
Improve Value	0	School Credit	903.08	1 01/31/2026	4,660.40
Total Value	559,000	Total	9,320.80	2 03/31/2026	2,330.20
Ratio	0.9075	First Dollar Credit	0.00	3 05/31/2026	2,330.20
Fair Mrkt Value	616,000	Lottery Credit 0 Claims	0.00		
		Net Tax	9,320.80		

	Amt Due	Amt Paid	Balance	Bal. Codes
Net Tax	9,320.80	6,990.60	2,330.20	P
Special Assmnt	0.00	0.00	0.00	N
Special Chrg	0.00	0.00	0.00	
Delinquent Chrg	0.00	0.00	0.00	
Private Forest	0.00	0.00	0.00	
Woodland Tax	0.00	0.00	0.00	
Managed Forest	0.00	0.00	0.00	
Prop. Tax Interest		0.00	0.00	
Spec. Tax Interest		0.00	0.00	
Prop. Tax Penalty		0.00	0.00	
Spec. Tax Penalty		0.00	0.00	
Other Charges	0.00	0.00	0.00	
<b>TOTAL</b>	<b>9,320.80</b>	<b>6,990.60</b>	<b>2,330.20</b>	

**Notes:**

**Payment History:** (Posted Payments)

Date	Receipt #	Source	Type	Amount	GPT	SA	Int.	Pen.	Total
02/04/2026	999999	M	T	4,660.40	P	N	0.00	0.00	4,660.40
04/03/2026	232716	M	T	2,330.20	P	N	0.00	0.00	2,330.20

**Key:** Balance Code: D - Delinquent, P - Postponed, N - No Balance  
Payment Source: C - County, M - Municipality  
Payment Type A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

## 2026 Request for Chargeback of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code 40226	County MILWAUKEE Municipality CITY OF FRANKLIN	Case No.	Report Type ORIGINAL
-----------------	-----------------------	---	----------	-------------------------

<b>Property Information</b>				
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Personal property	Parcel/account number 882-9992-001	Is this parcel in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TID number	
Property owner name Kamyar Saeian	Due to court ruling? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Court determination date	Court case/docket number	

Real Estate								
Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Com	559,000		559,000	Com	403,900		403,900	155,100
Total								

District Information			
Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)			
District Code	District Type	District Name	Net Tax
	STATE	STATE OF WISCONSIN	
40999	COUNTY	MILWAUKEE COUNTY	
40226	MUNICIPALITY	CITY OF FRANKLIN	
404018	SCHOOL		
000900	TECHNICAL COLLEGE	MILWAUKEE AREA TECHNICAL COLLEGE MILW	
405020	SPECIAL	MILWAUKEE COUNTY METRO SEWER DISTRICT	
Total net tax rescinded or refunded (excluding interest)			

Explanation	
I certify the total net taxes were rescinded or refunded to the taxpayer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correction to sewer/water listing	

**2026 Request for Chargeback  
of Rescinded or Refunded Taxes**

**Preparer**

Name	Title
Danielle Brown	Treasurer
Email	Phone
dbrown@franklinwi.gov	(414) 427-7514

**Signature Statement**

Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.

Do you agree with this statement?  Yes  No

Name	Kamyar Saeian		
Parcel ID	882-9992-001		
Assessed Value -	Original	\$559,000	
Assessed Value -	Revised	\$403,900	
Payments Due	-155,100		
Lottery Credit	0.00	0.00	0.00
1/31	4,660.40	3,367.33	1,293.07
3/31	2,330.20	1,683.67	646.54
5/31	2,330.20	1,683.67	646.54
	<u>9,320.80</u>	<u>6,734.66</u>	<u>2,586.14</u>

	2025 Rate	Original Amount	Adjusted Amount	Difference	State Report Difference	
State Tax	GL A/R Acct	0.0000000	0.00	0.00	0.00	
Milwaukee County	01.0000.1415	3.4833156	1,947.17	1,406.91	540.26	
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198.5543	3.9199113	2,191.23	1,583.25	607.98	
MATC (VTAE)	01.0000.1412	0.8455435	472.66	341.52	131.14	
1 Franklin Schools	01.0000.1411	8.6739511	4,848.74	3,503.41	1,345.33	
State School Levy credit		-1.6155230	-903.08	-652.51	-250.57	
MMSD	01 0000.1413	1.3668765	764.08	552.08	212.00	
		<u>16.6740750</u>	<u>9,320.80</u>	<u>6,734.66</u>	<u>2,586.14</u>	<u>2,586.14</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01.0000.1411	8.6739511
Oak Creek/Franklin School:	01.0000.1418	7.6625654
Whitnall Schools	01.0000.1419	8.1251365
No Sewer		0.0000000

TOTAL

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 04/21/2026</b>
Reports and Recommendations	<b>Resolution authorizing the Director of Health and Human Services, or their Designee, to sign the 2026 Clear Channel Outdoor Media City of Franklin Health Department Contact.</b>	ITEM NUMBER G.1-(d)

**Background:** The City of Franklin Health Department’s (FHD) mission is to protect and promote health and well-being within the Franklin community through disease prevention and health education. Additionally, the FHD’s Community Health Assessment (CHA) process, behavioral health was identified as a top health improvement priority within the Franklin community. Behavioral health improvement goals and objectives include increasing community awareness of medication safety and proper medication disposal strategies.

**Analysis:** The FHD utilizes a variety of communication methods to share community health messaging, including print media such as billboards. Clear Channel Outdoor Media is currently the only provider in outdoor marketing with billboards located within the Franklin city limits. FHD has available grant funding to support a medication safety and proper medication disposal awareness billboard campaign during the summer of 2026.

The contract agreement has been sent to the City attorney for review and approval of signature pending Council approval.

**Fiscal Note:** The contract total of \$2,000.00 will be paid by the State Opioid Response (SOR4) Prevention grant. There will be no impact to the City of Franklin budget for these expenses.

**COUNCIL ACTION REQUESTED**

Motion to adopt A Resolution Authorizing the Director of Health and Human Services, or their Designee, to sign the 2026 Clear Channel Outdoor Media City of Franklin Health Department Contact.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*Draft 04/21/2026*

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES, OR THEIR DESIGNEE, TO SIGN THE 2026 CLEAR CHANNEL MEDIA CITY OF FRANKLIN HEALTH DEPARTMENT CONTRACT.

WHEREAS, The City of Franklin Health Department (FHD) mission is to protect and promote health and well-being within the Franklin community through disease prevention and health education; and

WHEREAS, through the FHD's most recent Community Health Assessment (CHA) process, behavioral health and medical safety were identified as health improvement priorities within the Franklin community; and

WHEREAS, the FHD has available grant funding to support a medication safety and medication disposal education billboard during the summer of 2026,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the motion to sign the 2026 Clear Channel Outdoor Media City of Franklin Health Department is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Health Department is hereby authorized to execute the Clear Channel Outdoor Media City of Franklin Health Department Contract to raise awareness about mental health in the Franklin Community.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

**ACCOUNT EXECUTIVE**

Inna Cromer  
InnaCromer@clearchannel.com

**CLEAR CHANNEL OUTDOOR, LLC**

5555 Ulmerton Rd  
Clearwater, FL 33760

**ORDER #1296258-ISG**

City Of Franklin Health Dept - grant - 05/11/2026

**ADVERTISER**

City Of Franklin Health Dept (#111373)  
9229 Loomis Rd  
Franklin, WI 53132

**BILL TO**

City Of Franklin Health Dept (#111373)  
9229 Loomis Rd  
Franklin, WI 53132

**MILWAUKEE**

**OOH SERVICES**

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Poster	#MKE002011 - 27th St WS 180ft N/O Rawson Av F/N - 2 - 10'5" x 22'8"	8/10/2026	4-Week	\$1,890.00	1.0	\$1,890.00

**PRODUCTION SERVICES**

Description	Billable Date	Unit Qty	Unit Rate	Total Price
Milwaukee: Paper Production (Eco Poster)	8/10/2026	1	\$110.00	\$110.00

**COMMENTS**

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

**SUMMARY**

Description	Cost
OOH Services	\$1,890.00
Production Services	\$110.00
<b>TOTAL</b>	<b>\$2,000.00</b>

*Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.*

### DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Milwaukee		908 Silvermail Rd, Pewaukee, WI, 53072		(773) 843-2000

## TERMS & CONDITIONS

**1. DEFINED TERMS.** As used in this Contract, these terms shall have the meanings set forth below

"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4

"Campaign" shall mean the advertising services described in the Contract.

CC Portal shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2

"Clear Channel" shall mean Clear Channel Outdoor, LLC a Delaware limited liability company and its successors and assigns

"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.

Confidential Information shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract

"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time

"Customer" shall mean the advertiser and any agency or buying service named in the Contract.

"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract

Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer such as sports scores weather or traffic information

"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign

Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part or not at all The option to purchase a Flexible Campaign is available only to Customers with approved credit terms Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered

Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign

"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s)

"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s)

"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed

## 2. PAYMENT

a Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing

b If Clear Channel has extended credit to Customer, Clear Channel shall from time to time at intervals following the Commencement Date bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail

c Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice unless otherwise agreed to in writing

d Payments made by credit card and virtual credit card may be subject to a surcharge

e Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12% or the highest rate allowed by applicable law, whichever is less

f If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccoobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein

g If Customer is past due in payment of any amount Clear Channel may change the terms of payment by giving Customer written notice If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel including reasonable attorney's fees and court costs

## 3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

### 3.1 OF CUSTOMER

a Customer represents and warrants to Clear Channel that

(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,

(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations

(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser and

(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel

### 3.2 OF CLEAR CHANNEL

a Clear Channel at its sole discretion may reject or remove any Advertising Material art or copy for any reason or no reason at any time during the term of this Contract In such case (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed

b Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract

c Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s) one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s) one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s) one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital a performance report confirming the execution of the display(s) as contemplated in the Contract.

d Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements licenses and permits relating to any Signs and to applicable federal state and local laws and regulations

e If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays within 5 business days of the contracted start.

f For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to Extended Illumination provided that in all cases illumination hours will be limited to those hours prescribed by applicable law

g Clear Channel reserves the right to preempt Customer's copy for special events or breaking news

h TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE

### 3.3 SANCTIONS COMPLIANCE

a OFAC Representation Customer is and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets") Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law

b OFAC Compliance Customer shall comply with all Economic Sanctions Laws Without limiting the generality of the foregoing Customer shall not (a) directly or indirectly engage Clear Channel on behalf of or redirect the Advertising Materials or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law

### 3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to

- The US Foreign Corrupt Practices Act 1977 and
- Any other applicable local state federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws")

b Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively the "Customer Representatives") do so only in compliance with Applicable Economic Crime Laws Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws

## 4. CONTENT, PRODUCTION AND DELIVERY

### 4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid and in weight, tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed) \*

b Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including without limitation, if third party approval for the Printed Advertising Materials is required.

c If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

#### 4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b Upon the written request of Customer, Clear Channel in its sole discretion may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

#### 4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

#### 4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

#### 4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

#### 4.6 ARCHIVAL MATERIAL AND RIGHT TO USE

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

#### 4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

#### 5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

#### 6. TERMINATION

a Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

#### 7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

#### 8. GENERAL

a It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel, nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c Each party agrees that it shall always take reasonable steps at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.

d This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

g The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof  
h This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

VERSION 387790 4/14/2026 12:21 PM EDT



# TERMS AND CONDITIONS FOR PRODUCTION AND/OR CREATIVE DESIGN SERVICES

VERSION 387790 4/14/2026 12:21 PM EDT

These Terms and Conditions ("Terms") govern the provision of production and/or creative design services (the "Services") by Clear Channel Outdoor, LLC ("CCO") to you ("Customer"). If you are entering into these Terms on behalf of a company, you represent and warrant that you are an authorized signatory for your company, and all subsequent references to "you" shall mean the company on whose behalf you are agreeing to these Terms. Your use of the Services constitutes your acknowledgment that you have the legal authority to bind yourself to these Terms. You acknowledge and agree that you have read and are hereby bound by these Terms and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the Services. These Terms are incorporated into the contract between CCO and Customer for Services (the "Contract").

## 1. Services, Content, Production and Delivery.

a. **Services.** CCO shall deliver the results of the production and/or creative design services (the "Deliverables") as set forth in the Contract. Customer shall deliver any Customer Content to CCO by such deadline as required by CCO. All Customer Content shall meet any formatting requirements or other technical specifications provided by CCO. CCO may require additional time for the delivery of Customer Content as required under the circumstances, or if the Customer Content does not conform to CCO's formatting requirements and technical specifications. If CCO is providing creative design services, CCO agrees to provide up to three (3) sets of revision at no cost to Customer. Any further creative work undertaken by CCO shall incur additional fees at CCO's then standard rates. "Customer Content" means all materials, information, artwork, images, displays, illustrations, reproductions and similar information provided by Customer for use in the preparation of and/or incorporation in the Deliverables. "Production Services" refers to the services associated with printing the advertising creative on vinyl or other material. "Creative Design Services" refers to the services associated with creating and designing content and imagery for the advertising creative.

## 2. Customer's Obligations

For Services provided hereunder, Customer agrees to promptly (a) provide clear instructions and Customer Content to CCO within the timeframe requested by CCO, (b) provide Customer Content in a format and resolution reasonably required by CCO, (c) provide finished and proofread Customer Content in a form suitable for reproduction or incorporation into the Deliverables, and (d) proofread Deliverables. At various stages throughout the Term of this Contract, CCO may ask Customer to confirm acceptance of any aspect of the Deliverables. Acceptance is important as it will be relied on by CCO in the course of fulfilling its obligations under this Contract. Any modification, change or update (collectively, "Modification") by Customer to any aspect of the Deliverables after Customer's acceptance may affect the Fees and result in the delay of completion of the final Deliverables. Any such Modification shall not relieve Customer from any obligations under any other Contract between Customer and CCO.

## 3. Fees; Invoicing

In consideration of Customer's receipt of the Services hereunder, Customer shall pay the applicable fees invoiced by CCO (the "Fees"). Customer shall pay any additional charges for changes to the Services or Deliverables requested by Customer which are outside the scope of Services. In the event of any such changes, CCO may extend or modify any delivery schedule or deadline noted on the Contract. CCO will invoice Customer on a monthly basis in arrears for the Fees which shall be due and payable 15 days from the receipt of invoice. Payments made more than 15 days after the due date will be subject to a past due charge of 1.5% per month (or the highest amount permitted by law, whichever is less). The Fees exclude applicable taxes for the Services performed by CCO in accordance with these Terms.

## 4. Intellectual Property Rights

All Services provided by CCO hereunder shall be for the exclusive use of Customer. Customer acknowledges and agrees that CCO Materials are a valuable asset to CCO and such materials are and shall remain the sole and exclusive property of CCO. Notwithstanding the foregoing, and subject to Customer's payment of all Fees for the Services, CCO grants Customer a non-exclusive, worldwide, royalty-free license to use any CCO Materials incorporated into the Deliverables solely for utilizing the Deliverables for their intended purpose. Except for the rights expressly granted herein, this Contract does not transfer from CCO to Customer any CCO Materials or other intellectual property of CCO, and all rights, titles and interests in and to the same shall remain solely with CCO. "CCO Materials" means any data, images, programming, computer code, proprietary software, methodologies, techniques, tools, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials made, conceived, licensed, or developed by CCO prior to the effective date of the Contract, or after the effective date of the Contract and outside the scope of the Contract.

Subject to full payment under this Contract, all intellectual property rights to any Deliverables (but expressly excluding rights to Third Party Materials and CCO Materials) developed by CCO pursuant to this Contract shall belong to Customer. OWNERSHIP TO THE DELIVERABLES IS VESTED WITH CUSTOMER ONLY WHEN FULL PAYMENT IS RECEIVED BY CCO. CCO IS THE OWNER OF ALL MATERIALS CREATED FOR CUSTOMER UNTIL FULL AND FINAL PAYMENT IS RECEIVED. Such Deliverables shall be deemed to be a "work made for hire." To the extent any such Deliverable is determined not to be "work made for hire," CCO hereby irrevocably and exclusively assigns, transfers and conveys to Customer all intellectual property rights, in and to any and all such Deliverables.

It is agreed by CCO and Customer that any Third-Party Materials must be approved and purchased or licensed by Customer. Customer shall assume responsibility for and ownership of all purchased Third-Party Materials. Any costs related to Third-Party Materials shall be deemed Fees under the Contract. After the Deliverables have been delivered to Customer, CCO will not be held liable or responsible for any unlawful use or alteration of Third-Party Materials by Customer. "Third-Party Materials" means proprietary third-party materials which are incorporated into the Deliverables, including without limitation stock photography and illustration.

## 5. Representations and Warranties; Disclaimer

a. **Customer Representations and Warranties.** Customer represents and warrants that (i) Customer has full corporate power and authority to enter into this Contract and to carry out its obligations hereunder, and (ii) any Customer Content furnished by or on behalf of Customer to CCO for inclusion in the Deliverables are owned by Customer (or Customer has permission from the rightful owner to use such materials) and will not violate, infringe, or misappropriate any rights of any third party, and Customer will hold harmless, protect and defend CCO and its subcontractors from any suit or claim arising from the use of such materials.

b. **CCO Representations and Warranties.** CCO represents and warrants that (i) it will perform the Services in a professional and workmanlike manner, and (ii) except for Third Party Materials and Customer Content, the Deliverables shall be the original work of CCO and, to the best of CCO's knowledge, the Deliverables do not infringe the rights of any party and will not violate the rights of third parties.

c. **No Other Warranties.** TO THE EXTENT PERMITTED BY LAW, CCO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

## 6. Indemnification

a. **By CCO.** CCO shall defend, hold harmless and indemnify Customer, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "Customer Indemnitees") from and against any losses, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively "Damages") incurred by the Customer Indemnitees from any claim of a third party resulting from CCO's breach of any representation, warranty or covenant in this Contract.

b. **By Customer.** Customer shall defend, hold harmless and indemnify CCO, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "CCO Indemnitees") from any and all Damages incurred by the CCO Indemnitees from any claim of a third party resulting from (i) Customer's breach of any representation, warranty or covenant in this Contract, (ii) CCO's use of Customer Content, and (iii) use by Customer of Third Party Materials or Deliverables beyond their intended and authorized use.

## 7. Limitation of Liability; Disclaimer

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY HEREUNDER EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THESE TERMS REGARDLESS OF WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. Term; Termination

a. **Term.** The Contract shall continue in effect until the completion of the Services.

b. **Termination by CCO.** The Contract may be terminated by CCO if (i) Customer breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach, or (ii) any monies to be paid by Customer to CCO are past due by more than 30 days. Upon any termination under this section, CCO shall be compensated for the Services performed through the effective date of termination.

c. **Termination by Customer.** The Contract may be terminated by Customer if CCO breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach. Upon such termination, CCO shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a refund of any fees pre-paid for Services and Deliverables not provided prior to the effective date of termination.

## 9. Miscellaneous

a. **Governing Law.** Venue. It is agreed that the laws of the State of New York shall govern the construction and interpretation of these Terms and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to these Terms.

b. **Subcontracting.** Customer acknowledges and agrees that CCO may use contractors and consultants to perform the Services hereunder, provided that CCO's use of a contractor or consultant shall not release CCO from any duty or liability to fulfill its obligations under these Terms.

c. **Assignment.** Customer may not assign or transfer the Contract without first obtaining the written consent of CCO.

d. **Survival.** The parties' rights and obligations under Sections 3, 4, 5, 6 and 7 shall survive termination or expiration of the Contract.

e. **Entire Understanding.** These Terms and the Contract contains the entire understanding between the parties relating to the Services and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and CCO.

f. **Relationship.** The relationship between Customer and CCO created by the Contract shall be one of independent contractors, and neither party shall be deemed an employee of the other for any purpose, nor shall anything contained herein be construed as constituting a partnership or joint venture between Customer and CCO.

g. **Waiver.** The failure of CCO or Customer to enforce any of the provisions of these Terms shall not be construed as a general relinquishment or waiver of that or any other provision. The invalidity or unenforceability of any portion of these Terms shall not affect the remaining provisions hereof.

h. **Notices.** All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and CCO at the addresses listed in the Contract.

Force Majeure If either party is unable to fulfill its obligations hereunder or unable to fulfill its obligations in a timely matter as a result of a Force Majeure Event (excluding the failure to make payments as required hereunder) such failure will not be treated as a breach of the Contract, provided that the party promptly informs the other party of the reason or reasons for such delay. The term "Force Majeure Event" shall mean an act of war or terrorism, a riot, civil disorder, or rebellion, a fire, flood, earthquake, pandemic, or similar act of God or a strike, lockout, similar labor dispute, or other factors or forces outside of the parties' reasonable control.

**SIGNATURES**

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CITY OF FRANKLIN HEALTH DEPT

CLEAR CHANNEL OUTDOOR, LLC

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>04/21/2026</b>
Reports and Recommendations	<b>A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES, OR THEIR DESIGNEE, TO SIGN THE GRANT AGREEMENT BETWEEN COMMUNITY ADVOCATES AND CITY OF FRANKLIN FOR ALLIANCE FOR WISCONSIN YOUTH COMMUNITY-BASED PREVENTION – OPIOID SETTLEMENT FUNDING.</b>	ITEM NUMBER  G. I. (e)

**Background:** Community Advocates Inc (CA) is a substance misuse prevention partner in Milwaukee County awarding Alliance for Wisconsin Youth (AWY) Community-based Prevention – Opioid Settlement Funding grants to local community coalitions focused on substance misuse prevention. The goal of the Grant Agreement between Community Advocates and City of Franklin for Alliance for Wisconsin Youth Community-Based Prevention – Opioid Settlement Funding is to support local community coalitions to increase opioid and substance misuse prevention efforts through specific pre-approved activities.

CA has awarded the Franklin Health Department (FHD) an opioid settlement funding grant in the amount of \$12,345.50.

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

- Mental Health First Aid training and workbooks for FHD staff members
- Community-based education materials from Operation Parent

The contract has been sent to the City attorney for review and approval of signature pending Council approval.

**Fiscal Note:** The above education efforts would occur with approval of the Grant Agreement between Community Advocates and City of Franklin for Alliance for Wisconsin Youth Community-Based Prevention – Opioid Settlement Funding.

**COUNCIL ACTION REQUESTED**

A Motion to approve a Resolution authorizing the Director of Health and Human Services, or their Designee, to sign the Grant Agreement between Community Advocates and City of Franklin for Alliance for Wisconsin Youth Community-Based Prevention – Opioid Settlement Funding.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*Draft 04/21/2026*

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES, OR THEIR DESIGNEE, TO SIGN THE GRANT AGREEMENT BETWEEN COMMUNITY ADVOCATES AND CITY OF FRANKLIN FOR ALLIANCE FOR WISCONSIN YOUTH COMMUNITY-BASED PREVENTION – OPIOID SETTLEMENT FUNDING.

WHEREAS, The City of Franklin Health Department (FHD) actively works to engage community members and local youth in substance misuse prevention efforts; and

WHEREAS, Community Advocates has awarded the FHD opioid settlement funding to support opioid prevention work locally; and

WHEREAS, The FHD remains committed to providing comprehensive and appropriate substance misuse prevention education for the City of Franklin,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the motion to sign the Grant Agreement between Community Advocates and City of Franklin for Alliance for Wisconsin Youth Community-Based Prevention – Opioid Settlement Funding is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Health Department Director of Health and Human Services, or their Designee, is hereby authorized to sign and execute the Grant Agreement between Community Advocates and City of Franklin for Alliance for Wisconsin Youth Community-Based Prevention – Opioid Settlement Funding.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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



COMMUNITY ADVOCATES

**GRANT AGREEMENT**  
**between**  
**COMMUNITY ADVOCATES and**  
**City of Franklin for**  
**Alliance for Wisconsin Youth**  
**Community-Based Prevention – Opioid Settlement Funding**

Agreement Amount: \$12,345.50  
Agreement Term Period: until completion of funded activities  
CA Division: Public Policy Institute  
CA Grant Administrator: Kat Becker  
CA Telephone: 651-239-8922  
CA Email: [KBecker@communityadvocates.net](mailto:KBecker@communityadvocates.net)

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

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

**Community Advocates**

Authorized Representative  
Name: Andi Elliott  
Title: CEO

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

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

**Grantee**

Authorized Representative  
Name: Lauren Gottlieb  
Title: Health Officer

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

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

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## 1. DEFINITIONS

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

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

**Assistance Listings:** refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration (GSA) at SAM.gov, pursuant to 2 C.F.R. § 200.1.

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

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

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

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

**Day:** calendar day unless otherwise specified in this Agreement.

**DHS:** Department of Health Services.

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

**Personally Identifiable Information:** an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e)

the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**Protected Health Information (PHI):** health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

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

## 2. ORDER OF PRECEDENCE

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

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

## 3. PARTIES

- A. Community Advocates, Inc. (CA) is the agency responsible for overseeing the coordination and integration of social service programs. CA's principal business address is: 728 N James Lovell St, Milwaukee, WI 53233.
- B. The Grantee is: City of Franklin  
The Grantee's principal business address is: 9229 W Loomis Rd, Franklin, WI 53132.

## 4. PURPOSE AND SCOPE

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

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

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

### 4.1 List of Exhibits

- Exhibit 1: Scope of Work
- Exhibit 2: Budget

## 5. CONTACT INFORMATION

CA Grant Administrator  
Grant Administrator Name: **Kat Becker**

Telephone: 651-239-8922  
Email: kbecker@communityadvocates.net

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

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

## 6. PAYMENT FOR GRANT AWARD

- A. All payments for activities and materials outlined in the Grantee's scope of work will be paid directly by CA via check, by June 30, 2026.
- B. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries:  
<https://health.wisconsin.gov/cars/GetIndexServlet>.
- C. Payments to the Grantee shall not exceed the total Agreement award.
- D. If CA determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by CA. CA may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. CA reserves the right to recover such excess funds by any other appropriate legal means.

## 7. REPORTING

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

## 8. FEDERAL AND STATE RULES AND REGULATIONS

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

E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.3222/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

## 9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation. As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

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

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

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

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

## 10. CIVIL RIGHTS COMPLIANCE

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

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

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

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

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

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

## **11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

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

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. CA may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

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

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

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

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to CA any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with CA's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by CA for those activities.
- B. *Indemnification* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless CA and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by CA in the enforcement of this section.
- C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to CA, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that CA, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages.* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. CA shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
  - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;

2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section

- E. *HIPAA*. The Grantee **IS NOT** a “Business Associate” pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS’ Business Associate Agreement.

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

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

This Section shall survive the termination of the Agreement.

## **12. HIGH-RISK IT REVIEW**

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

## **13. SUBGRANT or SUBCONTRACT**

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

## **14. GENERAL PROVISIONS**

- A. Any payments of monies to the Grantee by CA for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the “FDIC”) insured bank. Any balance exceeding FDIC coverage must be collaterally secured.

- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission  
PO Box 7125  
Madison, WI 53707-7125 Fax:  
(608) 264-9319

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

## 15. ACCOUNTING REQUIREMENTS

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

## 16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify CA of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.

- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

## 17. PROPERTY MANAGEMENT REQUIREMENTS

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

## 18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by CA, the Grantee shall submit an annual audit to CA if the total amount of annual funding provided by CA (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by CA, the Grantee shall consider both: (a) funds provided through direct Grants with CA; and (b) funds from CA passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
  - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
  - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding:* CA shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to CA a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.

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

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

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

- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to [DHSAuditors@Wisconsin.gov](mailto:DHSAuditors@Wisconsin.gov) with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
  1. The auditee did not have an audit.
  2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
  3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
  4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
  5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

1. Requiring modified monitoring and/or reporting provisions;
  2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
  3. Disallowing the cost of audits that do not meet these standards;
  4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
  5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
  6. Assessing financial sanctions or penalties;
  7. Discontinuing contracting with the auditee; and/or
  8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

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

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

## 19. OTHER ASSURANCES

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

## 20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of CA's records that the Grantee accesses to provide services under this Agreement.

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

## 21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with CA the terms and conditions of this Agreement or any part thereof in such circumstances as:
  - 1. Increased or decreased volume of services.
  - 2. Changes required by state and federal law or regulations or court action.
  - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for CA to terminate this Agreement.
- C. *Non-Appropriation*: CA reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: CA may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.

The Grantee may terminate the Agreement after providing CA a written notice, within one hundred and twenty (120) calendar days, of CA's right to cure a failure to perform under the terms of this Agreement. Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by CA.

- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. CA must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify CA at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

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

- F. *Cancellation*: CA reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
  - 1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
  - 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
  - 3. Makes an assignment for the benefit of creditors;
  - 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
  - 5. Incurs a delinquent Wisconsin tax liability;

6. Fails to submit a non-discrimination or affirmative action plan as required herein;
7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
8. Becomes a federally debarred Grantee;
9. Is excluded from federal procurement and non-procurement Agreements;
10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
11. Fails to maintain the confidentiality of CA's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

## **22. NONCOMPLIANCE AND REMEDIAL MEASURES**

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

## **23. DISPUTE RESOLUTION**

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

- A. *Informal Review:* CA's and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
  1. A brief statement of the issue.
  2. The steps that have been taken to resolve the dispute.
  3. Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which CA Grant Administrator is employed. The Division Administrator must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator will review the matter and issue a written determination within thirty (30) days after receiving the review request.

## **24. FINAL REPORT DATE**

- A. Expenses incurred during the Agreement period but reported later than **45 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by

CA. In the event this occurs, an alternate payment process as determined by CA would occur. B. Expenses incurred outside of the Agreement period would be considered not allowable.

## **25. INDEMNITY**

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

## **26. CONDITIONS OF THE PARTIES' OBLIGATIONS**

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

## **27. GOVERNING LAW**

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

## **28. SEVERABILITY**

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

## **29. ASSIGNMENT**

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

## **30. ANTI-LOBBYING ACT**

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

The Grantee shall use Standard Form LLL (SFLLL) for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities>. A completed disclosure must be provided upon Department request.

### **31. DEBARMENT OR SUSPENSION**

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

### **32. DRUG FREE WORKPLACE**

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

### **33. MULTIPLE ORIGINALS**

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

### **34. CAPTIONS**

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

### **35. NULL AND VOID**

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

## CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

Lauren Gottlieb

\_\_\_\_\_  
(Print Name)

City of Franklin

\_\_\_\_\_  
(Agency/Contractor Name)

\_\_\_\_\_  
(Date)

Health Officer

\_\_\_\_\_  
(Title)

COMM-BASED OPIOIDPREV-AWY

\_\_\_\_\_  
(Title of Program)

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

**SIGNATURE** – Official Authorized to Sign Application

Date Signed

For *(Name of Vendor)*  
City of Franklin

UEI Number  
GGTNU4CP2MB1

**APPENDIX A**

**Workplans**

<b>Funding area: Training in Evidence-Informed Implementation</b>	
<p><b>Which training are you interested in receiving funding to attend?</b> Check all that apply.</p>	<p><input checked="" type="checkbox"/> <u>Mental Health First Aid Instructor Training Youth</u> <input type="checkbox"/>  <u>Mental Health First Aid Instructor Training</u>  <input type="checkbox"/> <u>Botvin LifeSkills Provider Training</u>  <input type="checkbox"/> <u>Too Good 4 Drugs Instructor Training</u>  <input type="checkbox"/> <u>Trauma-Informed Care Training - Introduction and/or Train the Trainer</u>  <input type="checkbox"/> <u>NAMI Hearts and Minds Training</u></p>
<p><b>Who will be trained using this funding?</b> List their role(s) and/or relevance to the coalition, and the estimated number of individuals to be trained</p>	<p>MHFA Training of Trainers for 2 individuals   Coalition Coordinator and Public Health Nurse to lead trainings for community and school staff on youth mental health first aid, estimated number of 100 people trained through the grant period</p>
<p><b>How will the training you've selected support the capacity of your coalition to prevent opioid (mis)use?</b> What will be new, different, or improved because of this opportunity?</p>	<p>Youth MHFA training will help support local youth in the community and give adults a better understanding of how to respond to signs of mental health/substance use challenges in youth</p>
<p><b>Who will be responsible for organizing and implementing this workplan to fidelity?</b></p>	<p>Volition Franklin members and Health Department staff will be responsible for the organization and implementation of this workplan.</p>
<p><b>What support will you need from the RPC to implement this workplan?</b> Include any questions you might have here.</p>	<p>Support promoting YMHFA trainings happening in the community to boost awareness and attendance</p>
<p><b>What is the total cost of this activity based on the details outlined above?</b> Breakdown the fees associated with registration, travel, etc. for each attendee.</p>	<p>Virtual Training for two individuals \$2,200 each =\$4,400   MHFA workbooks for training community 100 books \$12 each=\$1,200</p>
<p><b>Funding area: Community-Based Education Materials from <u>Operation Parent</u></b></p>	

<p><b>Which materials are you interested in receiving funding to purchase?</b> Check all that apply.</p>	<p><input type="checkbox"/> Trends 'n' Training Prevention Event Toolkit  <input checked="" type="checkbox"/> Standard parent handbooks - middle/high school  <input checked="" type="checkbox"/> Standard parent handbooks - elementary  <input checked="" type="checkbox"/> Christian parent handbooks - middle/high school  <input checked="" type="checkbox"/> Christian parent handbooks - elementary  <input checked="" type="checkbox"/> Spanish parent handbooks - middle/high school  <input checked="" type="checkbox"/> Spanish parent handbooks - elementary</p>
<p><b>What quantity of the materials selected above would you purchase with this funding? Include the total cost.</b></p>	<p>We plan to purchase varying quantities of parent handbooks depending on funding available to provide to the community and help further build partnerships with faith-based partners in the community.</p>

<p><b>How will these materials be distributed and/or utilized within the community served by your coalition?</b></p>	<p>Materials will be distributed at various community events; including, but not limited to: Parent/Teacher Conferences, National Night Out, Volition Franklin events, tabling at the public library, faith-based youth groups, ect.</p>
<p><b>How will these materials support the capacity of your coalition to prevent opioid (mis)use? What will be new, different, or improved because of these tools?</b></p>	<p>The materials will help support Volition Franklin's capacity to enhance and increase our parent engagement; parents are very interested in engaging resources they are able to quickly reference and then share with their peers.</p> <p>We are also working to build our relationship with local faith communities; access to the Christian version of the parent handbook would greatly enhance our relationship and further expand our reach.</p>
<p><b>What partnerships will you utilize to reach parents and their children with these materials?</b></p>	<p>Volition Franklin will partner with the Franklin Public School District, local private schools, and faith communities to reach parents and their children with these materials.</p>
<p><b>Who will be responsible for organizing and implementing this workplan to fidelity?</b></p>	<p>Volition Franklin members and Health Department staff will be responsible for the organization and implementation of this workplan.</p>

**Program:** Opioid Settlement Funding 2026

CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Payroll Taxes	\$ -
Professional Fees	\$ -
Supplies	\$7,945.50
Telephone	\$ -
Postage	\$ -
Occupancy	\$ -
Equipment Rental/Maintenance	\$ -
Printing	
Employee Travel	\$ -
Conferences/Training	\$4,400.00
Membership Dues	\$ -
Awards and Grants	\$ -
Allocated Costs	\$ -
Client Transportation	\$ -
Depreciation	\$ -
Other - Event/Training Refreshments	
Other - Describe	\$ -
Total	\$ 12,345.50

**Certified by:** \_\_\_\_\_

**Signature:** Can't be signed until City approval

**Date:** TBD

CATEGORY	DESCRIPTION
Salaries	
Employee Benefits	
Payroll Taxes	
Professional Fees	
Supplies	100 Standard parent handbooks - elementary (english) @ \$14 99/each = \$1,499, 25 Standard parent handbooks - elementary (spanish) @ \$14 99/each = \$374 75, 100 Standard parent handbooks - middle/high school (english) @ \$14 99/each = \$1,499, 25 Standard parent handbooks - middle/high school (spanish) @ \$14 99/each = \$374.75, 100 christian elementary parent handbooks @ \$14 99/each = \$1,499, 100 christian middle/high school parent handbooks @ \$14 99/each = \$1,499 100 MHFA workbooks @ \$12/each = \$1,200 00
Telephone	
Postage	
Occupancy	
Equipment Rental/Maintenance	
Printing	
Employee Travel	
Conferences/Training	MHFA Training of Trainers for 2 individuals at \$2,200 each = \$4,400
Membership Dues	
Awards and Grants	
Allocated Costs	
Client Transportation	
Depreciation	
Other - Event/Training Refreshments	
Other - Describe	

Certified by: \_\_\_\_\_

Signature: \_\_\_\_\_ Can't be signed until City approval

Date: TBD

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  04/21/26</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Request to allow for a maximum sound level of 65 dBA for the Franklin Field 2026 Temporary Use permit for property located at 7035 S. Ballpark Drive (ROC Ventures, LLC, applicant)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  G.2.  Ald. Dist. #6</p>

At its March 19, 2026, regular meeting, the Plan Commission approved with conditions a temporary use permit for the Franklin Field 2025 season, specifically:

- Baseball games: UWM Panthers (March 20 – May 16) and Milwaukee Milkmen (May 15 – September 7).
- Food and beverage sales (A.1), 4 locations.
- Beverage sales (A.2), 5 locations for beverage carts.
- Food truck (A.3), 1 location.
- Beverage tub (A.4), 2 locations for rolling coolers.
- Graduation ceremony.
- Candy drop.

Condition of approval #3 states that: “The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A”.

The applicant is requesting a maximum sound level of 65 dBA for this event, as measured at all three monitors (north, east and west).

The Common Council tabled this item on April 8, 2026, per applicant’s request.

**COUNCIL ACTION REQUESTED**

A motion to allow for a maximum sound level of 65 dBA for the Franklin Field 2026 Temporary Use permit for property located at 7035 S. Ballpark Drive (ROC Ventures, LLC, applicant).

**CITY OF FRANKLIN**  
**REPORT TO THE PLAN COMMISSION**  
**Meeting of March 19, 2026**  
**TEMPORARY USE**

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**RECOMMENDATION:** City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution and this report

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<b>Project name:</b>	<b>Franklin Field, 2026 season</b>
<b>Property Owner:</b>	BPC County Land LLC
<b>Applicant:</b>	Christ David Conley. ROC Ventures, LLC
<b>Property Address/TKN:</b>	7035 S. Ballpark Drive / 744 1003 000
<b>Aldermanic District:</b>	District 6
<b>Zoning District:</b>	PDD No. 37 (The Rock Sports Complex)
<b>Staff Planner:</b>	Régulo Martínez-Montilva, AICP, CNUa, Planning Manager
<b>Submittal date:</b>	02-13-2026
<b>Application number:</b>	PPZ26-0005

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This temporary use is for the Franklin Field Stadium 2026 regular baseball seasons of the UWM Panthers (March 20 – May 16) and Milwaukee Milkmen (May 15 – September 7). Associated events and locations as follow:

- Food and beverage sales (A.1), 4 locations.
- Beverage sales (A.2), 5 locations for beverage carts.
- Food truck (A.3), 1 location.
- Beverage tub (A.4), 2 locations for rolling coolers.
- Graduation ceremony.
- Candy drop.

According to the Stadium Site Plan Resolution No. 2018-016, *the applicant shall annually, at least 90 days prior to the start of each baseball season at the Ballpark Commons stadium, submit all plans and details for all semi-portable, semi-temporary, temporary, and product hawking structures, uses, and activities planned to occur at the stadium for City staff review and approval.*

City Development staff has been referring previous Franklin Field applications to the Plan Commission since 2024 due to noise complaints. The applicant is requesting a maximum sound level of 65dB as measured at the three existing sound monitors (west, east and north). The maximum sound level at this location is 55 dBA LAeq as measured at the property boundary pursuant to the Unified Development Ordinance Table 15-3.1107(C). This sound level increase requires approval by the Common Council per Municipal Code Section 183-41A.(2)

The concerts, fireworks and food & beverage events are subject to separate special event permits through the Clerk's Office.

## Noise

The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary pursuant to the Unified Development Ordinance Table 15-3.1107(C). Higher sound levels require approval by the Common Council per Municipal Code Section 183-41A.(2), the applicant is requesting a maximum sound level of 65 dBA, the Plan Commission may refer this request to the Common Council.

*City Development staff doesn't recommend to set a maximum sound level for one candy drop event scheduled for August*, based on the Rocks Sports Complex Sound Study (page 65): "Sound levels from fireworks and helicopter events are likely to exceed any reasonable community sound limit. Many communities, including Greendale, exempt some types of special events from their noise ordinance. The City of Franklin currently overlooks fireworks from its noise requirements. We recommend that if the City of Franklin would like to except fireworks from the requirements, that this be explicitly stated in the Development Agreement and that they limit the number of these louder events with the understanding that the noise limits will be exceeded."

## **STAFF RECOMMENDATION**

City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution and listed below:

1. This Temporary Use permit is hereby approved for uses and activities associated with the 2026 regular season of the UWM Panthers and the Milwaukee Milkmen at the Franklin Field, specifically:
  - Baseball games: UWM Panthers (March 20 – May 16) and the Milwaukee Milkmen (May 15 – September 7). See condition #13 for additional games.
  - Food and beverage sales (A.1), 4 locations.
  - Beverage sales (A.2), 5 locations for beverage carts.
  - Food truck (A.3), 1 location.
  - Beverage tub (A.4), 2 locations for rolling coolers.
  - Graduation ceremony.
  - Candy drop.
2. This 2026 Franklin Field Stadium Temporary Use permit shall be operated in accordance with the project narrative and site plan, city file-stamped February 13, 2026, attached and on file with the Department of City Development.
3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A.

**Note: The Plan Commission may refer applicant's request for a 65-dBA sound level to the Common Council.**

4. Per the Noise and Light Addendum (page 3), "continuous noise monitoring data shall be kept for twelve months" for the three sound monitors.

5. This Temporary Use permit does not include concerts, fireworks, and other food & beverage events listed in the project narrative, the applicant must submit separate special event permits through the City of Franklin Clerk's Office. The applicant must obtain all necessary licenses from the Clerk's Office for alcoholic beverage sales and consumption.
6. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses and permits which are required through the Inspection Services Department, Clerks Office, and Health Department.
7. Pursuant to Planned Development District Ordinance 2019-2368, hours of operation for the stadium shall be limited to 7:00 a.m. to 11:00 p.m. In the event of rain delays, extra innings, technical difficulties, or lighting maintenance, a reasonable extension of the lighting curfew, up to 12:00 a.m. (midnight), is allowed. Infrequent minor extensions beyond midnight is also allowed.
8. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.
9. Trash receptacles must be provided to properly dispose of any waste generated by this event.
10. Approval is based on adequate sanitary facilities being provided for the event.
11. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, "fire lanes" and accessible routes to the public right of way.
12. This Temporary Use permit is not approving any tailgating activities.
13. If additional game dates are needed for playoffs, the applicant must notify the Department of City Development prior to the games.
14. All facilities serving food items must be licensed by the City of Franklin Health Department with the exception of A.2 and A.4 which are intended for selling packaged beverage items not considered "Temperature controlled for Safety" (milk, some juices, etc).
15. Any food trucks operating in A.3 must provide proof of Mobile Retail Food Licensing and are subject to inspection per the Franklin Health Department Policy and Procedures. FHD must be notified prior to trucks operating at events
16. Any other food sales locations, equipment or vendors not specified on this application will be subject to approval by the Franklin Health Department.
17. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
18. Fire Extinguisher placement as per NFPA 10.
19. The operation of food trucks shall comply with the administrative code provisions under the Wisconsin Department of Safety and Professional Services (DSPS), §§ SPS 314 Fire Prevention and NFPA 1, Fire Code-2012 (adopted by reference).

## RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A TEMPORARY USE FOR THE FRANKLIN FIELD 2026  
BASEBALL SEASON FOR PROPERTY LOCATED AT 7035 S. BALLPARK DRIVE  
(ROC VENTURES, LLC, APPLICANT)

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WHEREAS, ROC Ventures, LLC having petitioned the City of Franklin for the approval of a Temporary Use to allow for the Franklin Field 2026 Season (March 20 through September 7) in the Franklin Field Stadium, for UWM Panthers and Milwaukee Milkmen baseball games, four locations for food and beverage sales, five locations for beverage sales, one food truck, two locations for beverage tubs, graduation ceremonies and candy drop event, upon property located at 7035 S. Ballpark Drive; and

WHEREAS, the Plan Commission having found that the proposed Temporary Use, subject to conditions, meets the standards set forth under §15-4-14.C of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the petition of ROC Ventures, LLC for the approval of a Temporary 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. This Temporary Use permit is hereby approved for uses and activities associated with the 2026 regular season of the UWM Panthers and the Milwaukee Milkmen at the Franklin Field, specifically:
  - Baseball games: UWM Panthers (March 20 – May 16) and the Milwaukee Milkmen (May 15 – September 7). See condition #13 for additional games.
  - Food and beverage sales (A.1), 4 locations.
  - Beverage sales (A.2), 5 locations for beverage carts.
  - Food truck (A.3), 1 location.
  - Beverage tub (A.4), 2 locations for rolling coolers.
  - Graduation ceremony.
  - Candy drop.
2. This 2026 Franklin Field Stadium Temporary Use permit shall be operated in accordance with the project narrative and site plan, city file-stamped February 13, 2026, attached and on file with the Department of City Development.
3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified

Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A.

4. Per the Noise and Light Addendum (page 3), “continuous noise monitoring data shall be kept for twelve months” for the three sound monitors.
5. This Temporary Use permit does not include concerts, fireworks, and other food & beverage events listed in the project narrative, the applicant must submit separate special event permits through the City of Franklin Clerk’s Office. The applicant must obtain all necessary licenses from the Clerk’s Office for alcoholic beverage sales and consumption.
6. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses and permits which are required through the Inspection Services Department, Clerks Office, and Health Department.
7. Pursuant to Planned Development District Ordinance 2019-2368, hours of operation for the stadium shall be limited to 7:00 a.m. to 11:00 p.m. In the event of rain delays, extra innings, technical difficulties, or lighting maintenance, a reasonable extension of the lighting curfew, up to 12:00 a.m. (midnight), is allowed. Infrequent minor extensions beyond midnight is also allowed.
8. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.
9. Trash receptacles must be provided to properly dispose of any waste generated by this event.
10. Approval is based on adequate sanitary facilities being provided for the event.
11. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, “fire lanes” and accessible routes to the public right of way.
12. This Temporary Use permit is not approving any tailgating activities.
13. If additional game dates are needed for playoffs, the applicant must notify the Department of City Development prior to the games.
14. All facilities serving food items must be licensed by the City of Franklin Health Department with the exception of A.2 and A.4 which are intended for selling packaged beverage items not considered “Temperature controlled for Safety” (milk, some juices, etc).
15. Any food trucks operating in A.3 must provide proof of Mobile Retail Food Licensing and are subject to inspection per the Franklin Health Department Policy and Procedures. FHD must be notified prior to trucks operating at events

ROC VENTURES, LLC – FRANKLIN FIELD TEMPORARY USE

RESOLUTION NO. 2026-\_\_\_\_\_

Page 3

- 16. Any other food sales locations, equipment or vendors not specified on this application will be subject to approval by the Franklin Health Department.
- 17. Follow all relevant WI DSFS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
- 18. Fire Extinguisher placement as per NFPA 10.
- 19. The operation of food trucks shall comply with the administrative code provisions under the Wisconsin Department of Safety and Professional Services (DSFS), §§ SPS 314 Fire Prevention and NFPA 1, Fire Code-2012 (adopted by reference).

Introduced at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

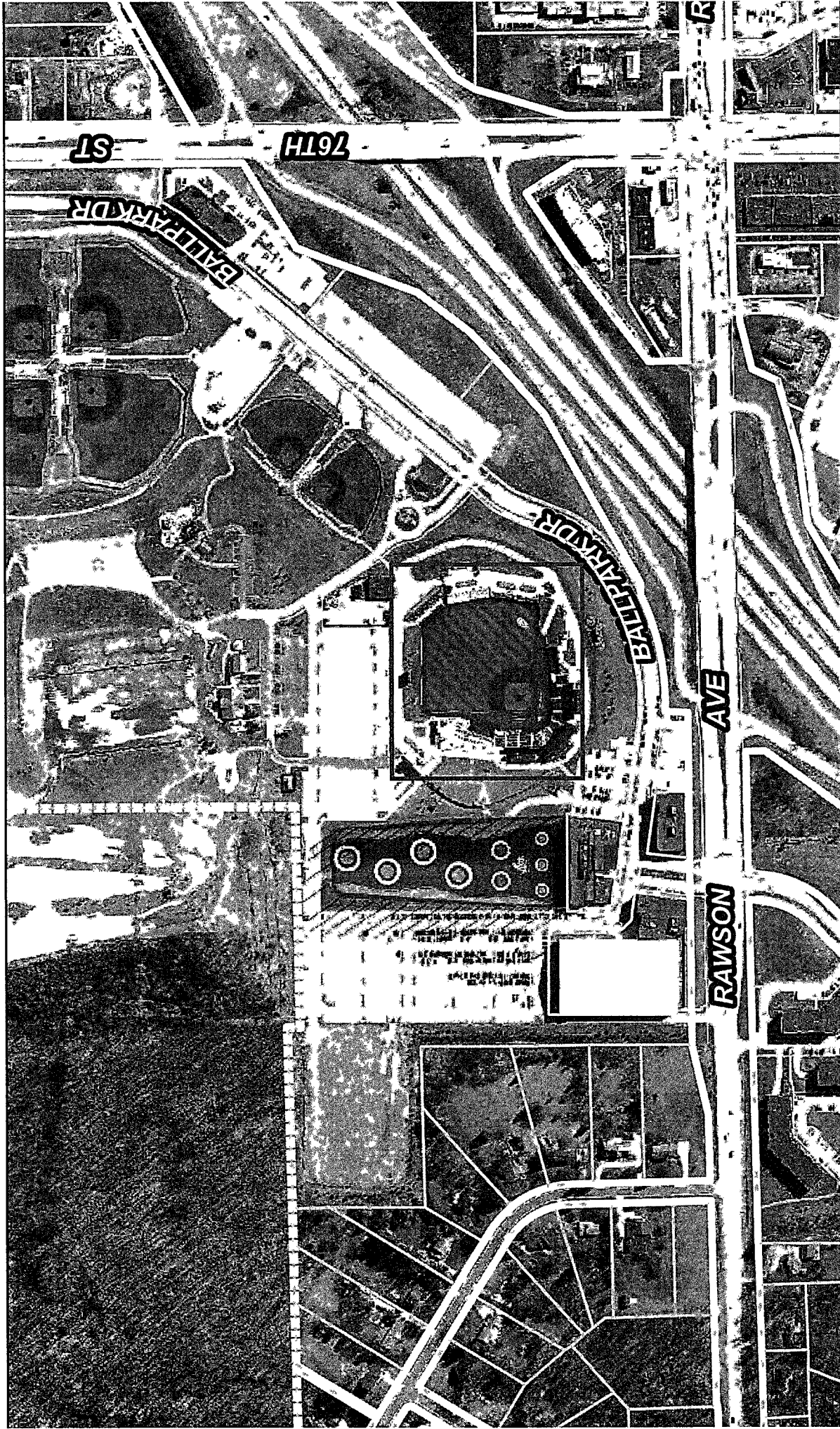
\_\_\_\_\_  
John R. Nelson, Chairman

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

City of Franklin Property Viewer



3/2026, 9:59:47 AM

Parcel

1:4,800

225

0

0

65

130

450

900 ft

260 m

SE Wisc Reg Planning Comm, SEWRPC, Vantor

## MEMORANDUM

Date: March 3, 2026  
To: Christ Conley, ROC Ventures LLC  
From: Régulo Martínez-Montilva, Planning Manager  
City of Franklin, Department of City Development  
RE: Review comments for Franklin Field Temporary Use (2026)  
7035 S Ballpark Drive

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Below are review comments and recommendations for the above-referenced application submitted on February 13, 2026.

### **Department of City Development**

1. **Sound level.** The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C). Higher sound levels (65 dBA) require approval by the Common Council, the Plan Commission may refer your request to the Common Council.
2. Even though the location for two container structures received approval of a Site Plan amendment by Resolution No. 2025-023, separate building, plumbing and electrical permits may be required. Please contact the Inspection Services Department for more information.

### **Inspection Services Department**

- Need more info for the shipping containers. They will most likely Building, Plumbing and Electrical permits. As well as Approved plans from Eplan Exam or DSPS.

### **Health Services Department**

1. All facilities serving food items must be licensed by the City of Franklin Health Department with the exception of A.2 and A.4 which are intended for selling packaged beverage items not considered "Temperature controlled for Safety" (milk, some juices, etc).
2. Clarification is needed on the intended use of the shipping container listed under A.1 If any food preparation or open food is handled in this location, all food code requirements must be met including proper finishes, plumbing, equipment, etc. Approval for this structure is not approved until operations are clarified.
3. Any food trucks operating in A.3 must provide proof of Mobile Retail Food Licensing and are subject to inspection per the Franklin Health Department Policy and Procedures. FHD must be notified prior to trucks operating at events
4. Any other food sales locations, equipment or vendors not specified on this application will be subject to approval by the Franklin Health Department.

**Police Department**

- The Pd has no comments or concerns regarding the baseball games at Franklin Field.

**Engineering Department**

- Engineering has no comments on applicant's requests

**BALLPARK COMMONS**  
**FRANKLIN FIELD USAGE SUBMITTAL**  
**PLAN COMMISSION**

**SUMMARY**

The following submittal contains plans and details for all semi-portable, semi-temporary, temporary, and product hawking structures, uses and activities planned to occur at Franklin Field in 2026.

Uses/Activities detailed within this submittal are defined as follows. Milkman games type A or MM "A": Milkmen games that have higher attendance expectations. Milkman games type B or MM "B": Milkmen games that have average attendance expectations. Milkman games type C or MM "C": Milkmen games that have lower attendance expectations. Also included in baseball game submittals are University of Wisconsin-Milwaukee baseball games. No temporary structures are required for these games and attendance expectations are extremely low.

Uses, temporary structures and approval requests as of this date are as follows:

<b>Proposed Use/Structure</b>	<b>Type of Approval</b>
Baseball Games	Permanent
A.1: Food and Beverage Structures	Annual Staff Approval
A.2: Beverage Only Structures	Permanent
A.3: Food Truck Structures	Annual Staff Approval
Product Hawking Structures	Permanent
Fireworks	Common Council
Graduation Ceremony	Annual Staff Approval
Candy Drop	Annual Staff Approval

**BASEBALL GAMES**

**PROJECT NARRATIVE**

Provide entertainment to fans attending a standard 9-inning baseball game. Games can last 3 hours or longer depending on gameplay. Food, Beverage, and Merchandise items will be available for purchase. This type of use is expected to occur annually on approximately the same dates.

**ATTENDANCE EXPECTATIONS**

UWM Baseball Game: Avg. 500 Sold

MM A: Above 75% Sold

MM B: 40-75% Sold

MM C: Below 40% Sold

## **Schedule**

Below is the regular season schedule for the UWM Panthers and the Milwaukee Milkmen. There are a total of 69 games. Additional dates could be added for the playoffs. Changes will be forwarded as needed.

### **UWM BASEBALL GAMES**

Friday, March 20, 3:00pm  
Saturday, March 21, 2:00pm  
Sunday, March 22, 1:00pm  
Friday, March 27, 3:00pm  
Saturday, March 28, 2:00pm  
Sunday, March 29, 1:00pm  
Tuesday, March 31, 3:00pm  
Thursday, April 2, 3:00pm  
Friday, April 3, 3:00pm  
Saturday, April 4, 12:00pm  
Tuesday, April 7, 4:00pm  
Friday, April 17, 3:00pm  
Saturday, April 18, 2:00pm  
Sunday, April 19, 1:00pm  
Tuesday, April 21, 3:00pm  
Tuesday, May 5, 11:00am  
Thursday, May 14, 5:00pm  
Friday, May 15, 11:00am  
Saturday, May 16, 11:00am

### **MM A GAMES**

Friday, May 15, 6:30pm  
Saturday, May 16, 6:00pm  
Tuesday, May 19, 10:30am  
Wednesday, May 20, 10:30am  
Friday, June 5, 6:30pm  
Saturday, June 6, 6:00pm  
Friday, June 26, 6:30pm  
Saturday, June 27, 6:00pm  
Friday, July 10, 6:30pm  
Saturday, July 11, 6:00pm  
Friday, July 24, 6:30 pm  
Saturday, July 25, 6:00pm  
Friday, August 14, 6:30pm  
Saturday, August 15, 6:00pm  
Friday, August 21, 6:30pm  
Saturday, August 22, 6:00pm  
Friday, September 4, 6:30pm  
Saturday, September 5, 6:00pm

## **MM B GAMES**

Sunday, May 17, 1:00pm  
Thursday, June 4, 6:30pm  
Sunday, June 7, 1:00pm  
Thursday, June 18, 6:30pm  
Sunday, June 28, 1:00pm  
Sunday, July 12, 1:00pm  
Thursday, July 23, 6:30pm  
Sunday, July 26, 1:00pm  
Thursday, August 6, 12:00pm  
Thursday, August 13, 6:30pm  
Sunday, August 16, 1:00pm  
Sunday, August 23, 1:00pm  
Thursday, August 27, 12:00pm  
Sunday, September 6, 1:00pm  
Monday, September 7, 1:00pm

## **MM C GAMES**

Monday, May 18, 6:30  
Tuesday, June 2, 6:30  
Wednesday, June 3, 6:30  
Tuesday, June 16, 6:30  
Wednesday, June 17, 6:30  
Monday, July 6, 6:30  
Tuesday, July 7, 6:30  
Wednesday, July 8, 6:30  
Tuesday, July 21, 6:30  
Wednesday, July 22, 6:30  
Tuesday, August 4, 6:30  
Wednesday, August 5, 6:30  
Tuesday, August 11, 6:30  
Wednesday, August 12, 6:30  
Monday, August 24, 6:30  
Tuesday, August 25, 6:30  
Wednesday, August 26, 6:30

## **Activities**

### **Fireworks**

Fireworks shows start no later than 10 minutes after the game ends and will end no later than 10:30pm. Each date will be permitted with an Extraordinary Events Permit obtained through the Clerk's office. Services will be provided by a third-party vendor.

Fireworks dates are as follows:

5/15,6/5,6/26,7/3,7/4,7/10,7/24,8/14,8/21,9/4

### **Candy Drop**

A Candy Drop is an event that will happen at the conclusion of select Milwaukee Milkmen games. At a coordinated time, a helicopter will drop candy onto the field. After all the candy is dropped, we will allow kids in attendance onto the field to collect candy. Services will be provided by a third-party operator.

Candy Drop Date: Sunday, August 16<sup>th</sup> or 23<sup>rd</sup> – Awaiting confirmation.

### **Food and Beverage Sales**

Food and beverage sales from non-permanent locations, utilizing the structures listed below.

#### **Structures**

Structures listed below can be found on the site plan that is included with this submittal package.

#### **Semi-portable**

There are no structures planned for this event.

#### **Semi-temporary**

A.1: Food and Beverage sales location. For all games scheduled. A diagram of the structure is attached. Locations will remain the same for each event.

#### **Temporary**

A.2 Beverage sales location. For all games scheduled. There are five locations that could be used for these events. The structure is on rollers and will be rolled into place before games and will be removed after or closed as attendance will require. These structures are 44.5 in. x 27.25 in. x 30.33 in. (WxDxH). A picture of the structure is attached. Locations will remain the same for each event and will be dictated by attendance.

A.3 Food Truck location. For all games scheduled. There is one location that could be utilized for these events. Standard food truck structure that will arrive before the game and will leave as attendance dictates. These vendors could be operated by a third party and will comply with all Health Department requirements. Locations will remain the same for each event.

A.4 Beverage Tub. For all games scheduled. There are two locations that could be utilized for these events. This is a small rolling cooler. Picture of the items are included in this package.

### **Product Hawking**

For all games scheduled. There are up to 8 product hawking trays for beverages that could be utilized as attendance requires. Product hawking will be limited to concourse and seating locations. Attached is an image of the tray.

### **Site Plan**

D.4 Main Dumpster/Trash Collection points. Receptacles will be placed throughout the event area.

A.1 Food and Beverage sales location

A.2 Beverage sales location

A.3 Food truck location

A.4 Beverage tub

D.5 Restroom locations

E.1 Emergency access point

A.5 Firework fall out/launch area. This area will be barricaded and will be a 350' diameter area.

### **Graduation Ceremony**

#### **Project Narrative**

Standard commencement ceremony. On field staging and chairs for graduates.

#### **Attendance Expectations**

As allowed by the current capacity regulations. Not to exceed more than 100% of the stadium's capacity.

#### **Schedule**

Times included are for set up, ceremony, and load out. Operating time will be limited to 5-7 hours. The exact operating hours are TBD. Graduation date is TBD.

**Activities****Food and Beverage Sales**

Food and beverage sales from non-permanent locations, utilizing the structures listed below.

**Structures**

Structures listed below can be found on the site plan that is included with this submittal package.

**Semi-portable**

There are no structures planned for this event.

**Semi-temporary**

There are no structures planned for this event.

**Temporary**

Temporary structures for this event include:

C.1 Approximate stage location. 30' x 30' wooden riser stage that will feature acoustic performances. Will only be set up on event days.

**Product Hawking**

No product hawking is planned for this event.

**Site plan**

C.2 Main event seating area. This area will include chairs for graduates to sit.

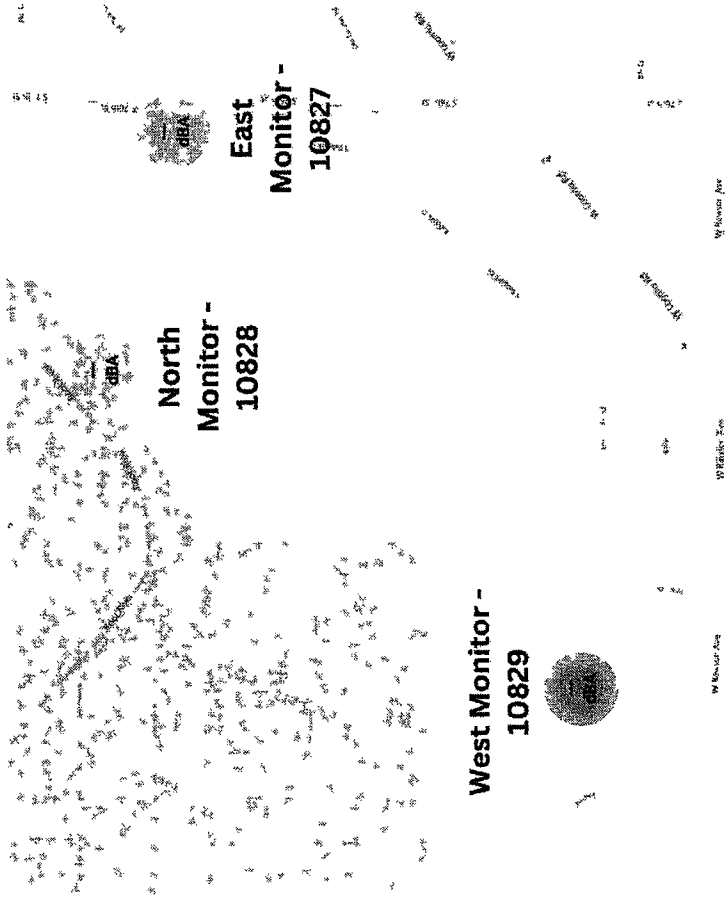
D.4 main Dumpster/Trash collection points. Receptacles will be placed throughout the event area.

D.5 Restroom locations

E.1 Emergency access points



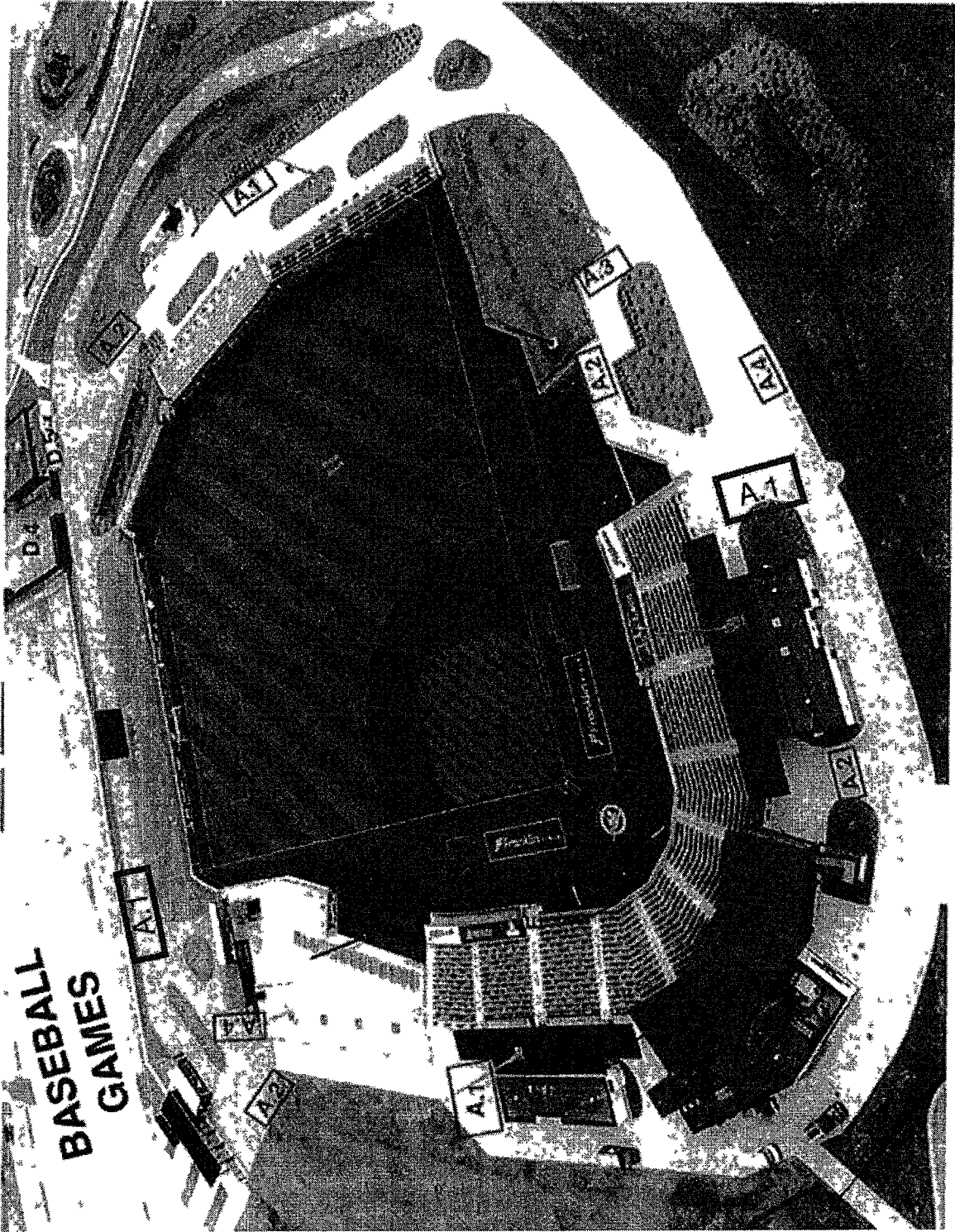
**Ballpark Commons 2026 event permit – REQUESTED DB levels**



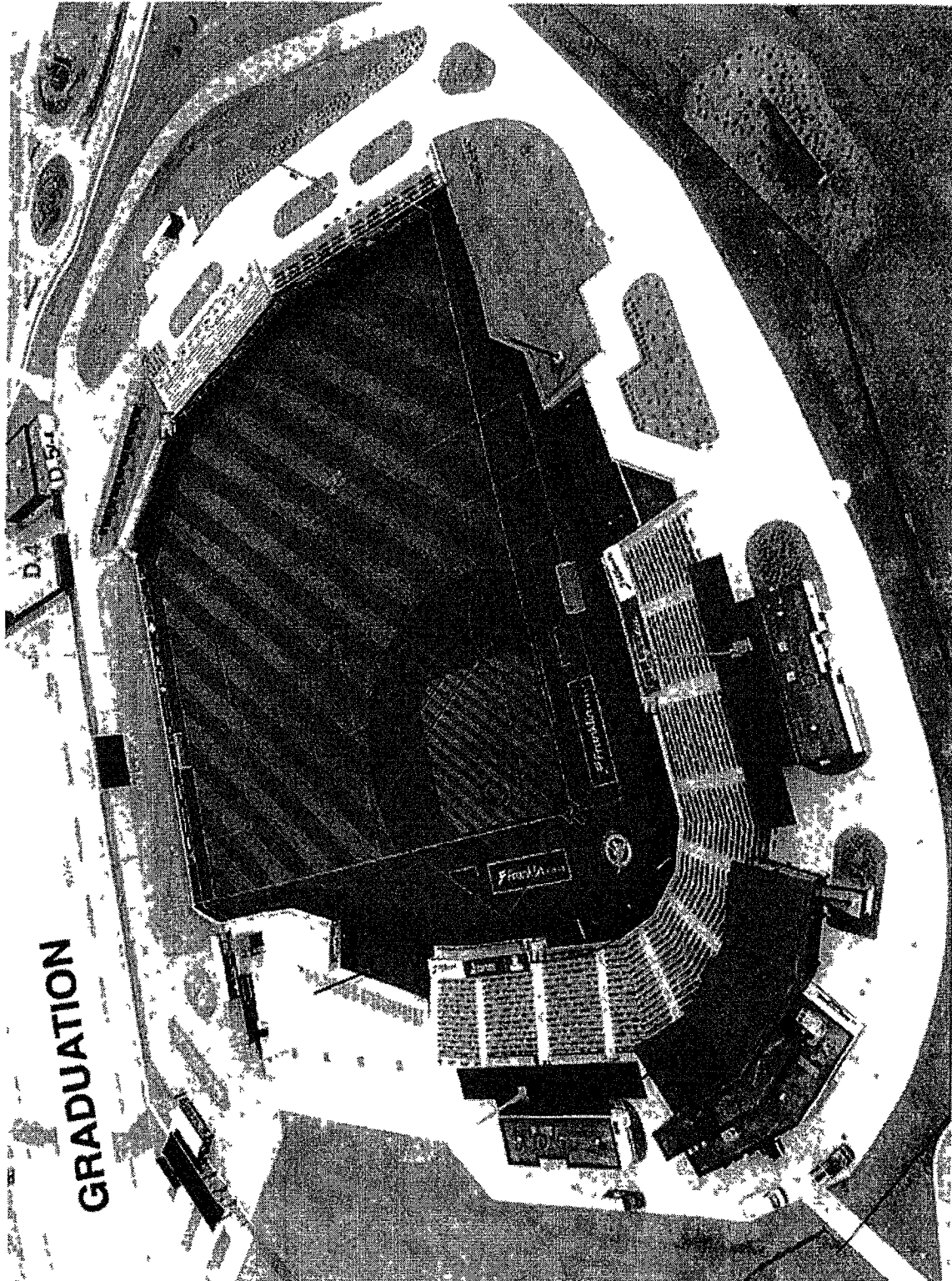
**BALLPARK COMMONS 2026 EVENT PERMIT DB LEVEL REQUEST**

EVENT	NORTH MONITOR	EAST MONITOR	WEST MONITOR
UMBRELLA BAR - SUMMER CONCERT SERIES	65DB	65DB	65DB
FRANKLIN FIELD - MILWAUKEE MILKMEN GAMES	65DB	65DB	65DB
THE HILL HAS EYES	69DB	60DB	60DB
FRANKLIN FIELD - TACOS & TEQUILA / COUNTRY RISING MUSIC FESTIVAL	79DB	79DB	79DB

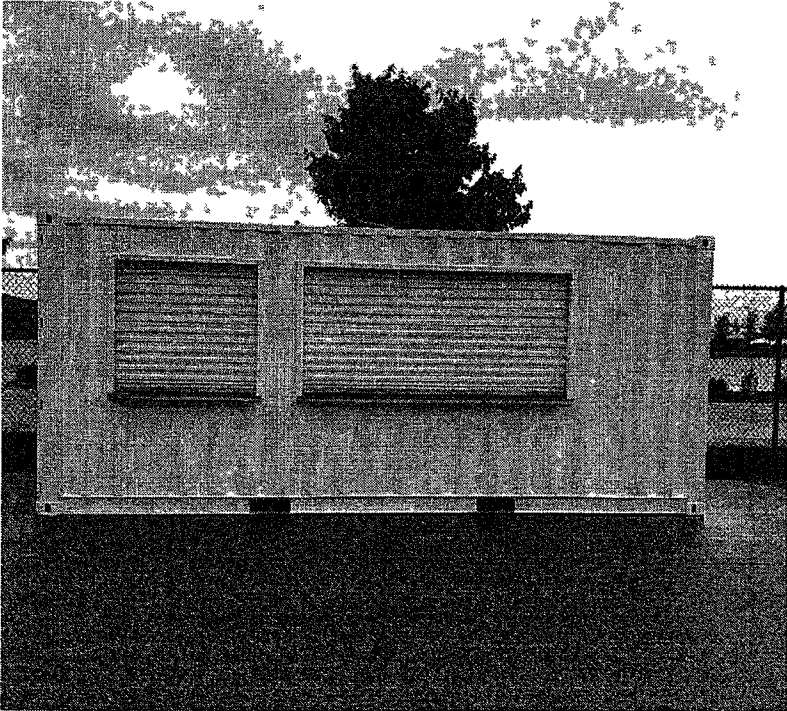
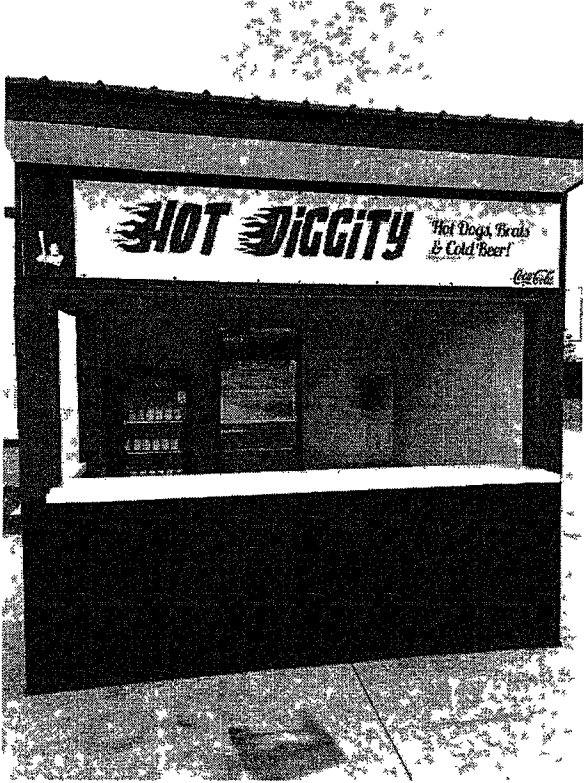
Baseball Games



Graduation



A.1 Food and Beverage sales location



A.2/A.4 Beverage Tub





A.5 FIREWORKS FALLOUT AREA



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE  04/21/26
REPORTS & RECOMMENDATIONS	Request to allow for a maximum sound level of 65 dBA for the Rock'n Food Truck Rally Temporary Use permit for property located at 7005 S. Ballpark Drive (ROC Ventures, LLC, applicant)	ITEM NUMBER  G. 3.  Ald. Dist. #6

At its March 19, 2026, regular meeting, the Plan Commission approved with conditions a temporary use permit for the Rock'n Food Truck Rally at the Umbrella Bar, for a maximum of ten food truck locations, from May 28 to October 29, 2026, Thursdays only.

Condition of approval #3 states that: "The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A".

The applicant is requesting a maximum sound level of 65 dBA for this event, as measured at all three monitors (north, east and west).

The Common Council tabled this item on April 8, 2026, per applicant's request.

**COUNCIL ACTION REQUESTED**

A motion to allow for a maximum sound level of 65 dBA for the Rock'n Food Truck Rally Temporary Use permit for property located at 7005 S. Ballpark Drive (ROC Ventures, LLC, applicant).

REPORT TO THE PLAN COMMISSION

Meeting of March 19, 2026

TEMPORARY USE

**RECOMMENDATION:** City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution and in this report.

<b>Project name:</b>	<b>Rock'n Food Truck Rally at Umbrella Bar (2026)</b>
<b>Property Owner:</b>	BPC County Land LLC
<b>Applicant:</b>	Carinn Hoffman. ROC Ventures, LLC
<b>Property Address/TKN:</b>	7005 S. Ballpark Drive / 744 1003 000
<b>Aldermanic District:</b>	District 6
<b>Zoning District:</b>	PDD No. 37 (The Rock Sports Complex)
<b>Staff Planner:</b>	Régulo Martínez-Montilva, AICP, CNUa, Planning Manager
<b>Submittal date:</b>	02-18-2026
<b>Application number:</b>	PPZ26-0006

**PROJECT DESCRIPTION AND ANALYSIS**

Temporary Use application for the Rock'n Food Truck Rally at the Umbrella Bar. The applicant is proposing the same location and hours of operation as previous temporary use permits. The food trucks will operate in the vicinity of the Umbrella Bar from 5:00 p.m. to 9:00 p.m. on Thursday nights from May 28 to October 29, 2026. Each event day will have a maximum of ten (10) food trucks selling food and non-alcoholic beverages.

Plan Commission approval was not required for previous approvals as this event doesn't exceed 30 days. City Development staff has been referring these applications to the Plan Commission since 2024 due to noise complaints. The applicant is requesting a maximum sound level of 65dB as measured at the three existing sound monitors (west, east and north). The maximum sound level at this location is 55 dBA LAeq as measured at the property boundary pursuant to the Unified Development Ordinance Table 15-3.1107(C). This sound level increase requires approval by the Common Council per Municipal Code Section 183-41A.(2).

**STAFF RECOMMENDATION**

City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution, which are also listed below:

1. The Rock'n Food Truck Rally Temporary Use is hereby approved from May 28 to October 29, 2026, Thursdays only. This temporary use is not approving alcoholic beverage sales.
2. The Rock'n Food Truck Rally Temporary Use shall be operated in the vicinity of the Umbrella Bar at Ballpark Commons in accordance with the Site Plan, City file-stamped February 18, 2026, attached and on file with the Department of City Development.

3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A.

**Note: The Plan Commission may refer applicant's request for a maximum sound level of 65 dBA to the Common Council.**

4. The maximum number of food trucks at an event shall be ten (10).
5. Hours of operation for the event shall be limited from 5:00 p.m. to 9:00 p.m.
6. All extension cords (if used) must be 3-wire (grounded), be approved for outdoor use, and be unplugged when not in use.
7. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.
8. Trash receptacles must be provided to properly dispose of any waste generated by this event.
9. Any temporary signage associated with the event shall be approved by the Department of City Development.
10. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, "fire lanes" and accessible routes to the public right of way.
11. Approval is based on adequate sanitary facilities being provided for the event.
12. All food trucks operating at this event must hold a current Mobile Retail Food License from DATCP or a DATCP agent. Organizers of Food Truck Rally will provide the Franklin Health Department (FHD) with a list of vendors that will be attending this event. License information will be verified by FHD prior to operating. Vendors must submit an application for inspection and applicable fees to the FHD at least 48 hours prior to the event date. Inspections will be conducted per the Franklin Health Department Policy and Procedures. All Wisconsin Food Code requirements must be met by all licensed establishments participating.
13. The operation of food trucks shall comply with the administrative code provisions under the Wisconsin Department of Safety and Professional Services (DSPS), §§ SPS 314 Fire Prevention and NFPA 1, Fire Code-2012 (adopted by reference).
14. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses which are required through the Building Inspection Department, Clerks Office, and Health Department.

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A TEMPORARY USE FOR THE ROCK'N FOOD TRUCK  
RALLY FOR PROPERTY LOCATED AT 7005 S. BALLPARK DRIVE  
(ROC VENTURES, LLC, APPLICANT)

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WHEREAS, ROC Ventures, LLC having petitioned the City of Franklin for the approval of a Temporary Use to allow for the Rock'n Food Truck Rally at the Umbrella Bar, for a maximum of ten food truck locations, from May 28 to October 29, 2026, Thursdays only, upon property located at 7005 S. Ballpark Drive; and

WHEREAS, the Plan Commission having found that the proposed Temporary Use, subject to conditions, meets the standards set forth under §15-4-14.C of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the petition of ROC Ventures, LLC for the approval of a Temporary 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. The Rock'n Food Truck Rally Temporary Use is hereby approved from May 28 to October 29, 2026, Thursdays only. This temporary use is not approving alcoholic beverage sales.
2. The Rock'n Food Truck Rally Temporary Use shall be operated in the vicinity of the Umbrella Bar at Ballpark Commons in accordance with the Site Plan, City file-stamped February 18, 2026, attached and on file with the Department of City Development.
3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A.
4. The maximum number of food trucks at an event shall be ten (10).
5. Hours of operation for the event shall be limited from 5:00 p.m. to 9:00 p.m.
6. All extension cords (if used) must be 3-wire (grounded), be approved for outdoor use, and be unplugged when not in use.
7. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.

8. Trash receptacles must be provided to properly dispose of any waste generated by this event.
9. Any temporary signage associated with the event shall be approved by the Department of City Development.
10. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, "fire lanes" and accessible routes to the public right of way.
11. Approval is based on adequate sanitary facilities being provided for the event.
12. All food trucks operating at this event must hold a current Mobile Retail Food License from DATCP or a DATCP agent. Organizers of Food Truck Rally will provide the Franklin Health Department (FHD) with a list of vendors that will be attending this event. License information will be verified by FHD prior to operating. Vendors must submit an application for inspection and applicable fees to the FHD at least 48 hours prior to the event date. Inspections will be conducted per the Franklin Health Department Policy and Procedures. All Wisconsin Food Code requirements must be met by all licensed establishments participating.
13. The operation of food trucks shall comply with the administrative code provisions under the Wisconsin Department of Safety and Professional Services (DSPS), §§ SPS 314 Fire Prevention and NFPA 1, Fire Code-2012 (adopted by reference).
14. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses which are required through the Building Inspection Department, Clerks Office, and Health Department.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Chairman

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk  
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

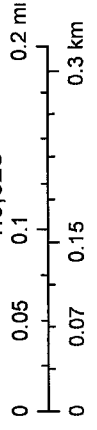
# City of Franklin Property Viewer



5/1/2024, 3:28:45 PM

Parcel

1:9,028



SEWRPC, Maxar, City of Franklin, WI

## MEMORANDUM

Date: March 2, 2026  
To: Carinn Hoffman, ROC Ventures LLC  
From: Régulo Martínez-Montilva, Planning Manager  
City of Franklin, Department of City Development  
RE: Review comments for Rock'n Food Truck Rally Temporary Use (2026)  
7005 S Ballpark Drive

---

Below are review comments and recommendations for the above-referenced application submitted on February 18, 2026.

### **Department of City Development**

- **Sound level.** The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C). Higher sound levels (65 dBA) require approval by the Common Council, the Plan Commission may refer your sound level request to the Common Council.

### **Health Services Department**

- All food trucks operating at this event must hold a current Mobile Retail Food License from DATCP or a DATCP agent. Organizers of Food Truck Rally will provide the Franklin Health Department (FHD) with a list of vendors that will be attending this event. License information will be verified by FHD prior to operating. Vendors must submit an application for inspection and applicable fees to the FHD at least 48 hours prior to the event date. Inspections will be conducted per the Franklin Health Department Policy and Procedures. All Wisconsin Food Code requirements must be met by all licensed establishments participating.

### **Police Department**

- The PD has no comments or concerns.

### **Engineering Department**

- Engineering has no comment on the applicant's Temp Use request

### **Inspection Services Department**

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

TEMPORARY USE APPLICATION  
UMBRELLA BAR – BALLPARK COMMONS  
7005 S BALLPARK DRIVE

**PROJECT NARRATIVE**

Ballpark Commons will be hosting food truck events this summer on the dates listed below. Site plans and overall layouts will be the same for each event. Food trucks and/or vendors will be limited to a maximum of 10 participants and each will be entirely self-contained and legally licensed from an authorized state or city agency. At each event, we will utilize existing beverage infrastructure. Additionally, some trucks/vendors will be allowed to sell non-alcoholic beverages.

**Rock'n Food Truck Rally – Series**

**Event Runtime and Attendance:** 5:00pm-9:00pm

**Details:** Maximum 10 food trucks will be parked within the event zone selling food and non-alcoholic beverages.

**Site Plan:** Food Trucks/Vendors will only be allowed to set up within the event zone shown below.

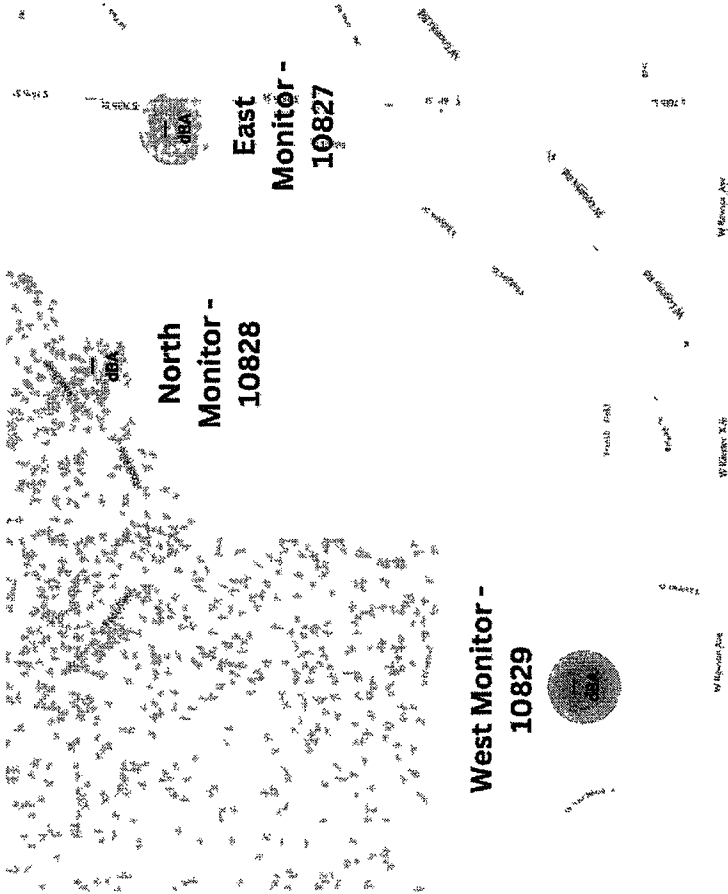
**Dates:** Every Thursday starting on May 28, 2028 and ending on October 29, 2026.

**Decibel level maximum:**

- North Monitor – 65DB
- West Monitor – 65DB
- East Monitor – 65DB
- Per our PDD we request a correction period. For this event we propose a 15-minute correction period.

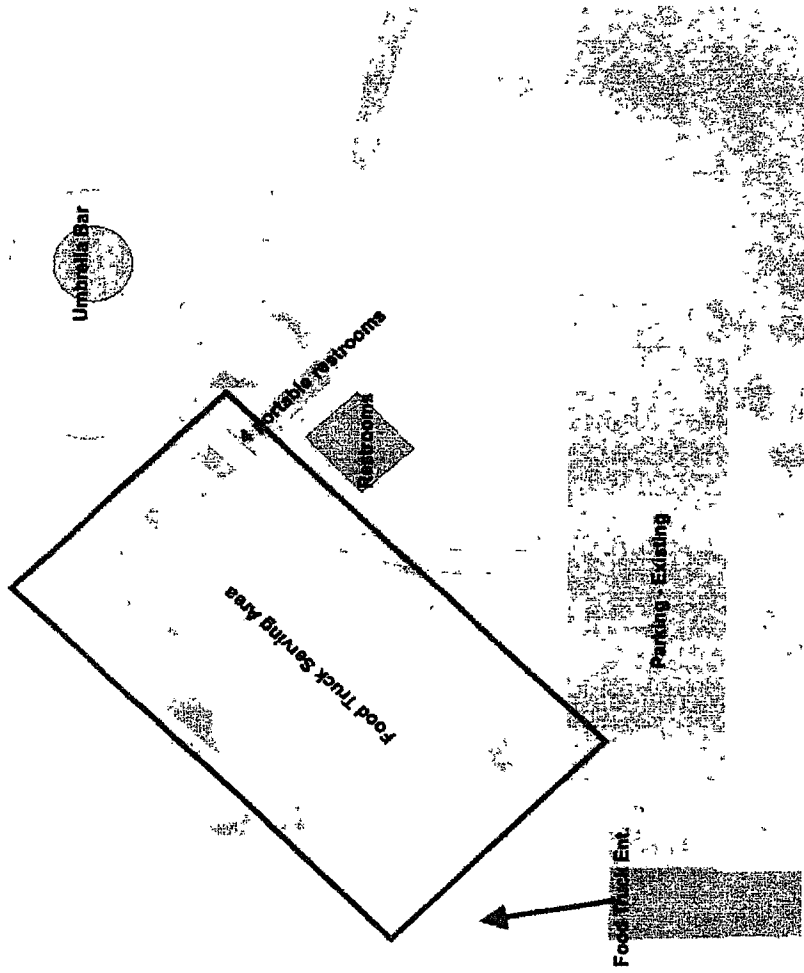


**Ballpark Commons 2026 event permit – REQUESTED DB levels**



**BALLPARK COMMONS 2026 EVENT PERMIT DB LEVEL REQUEST**

EVENT	NORTH MONITOR	EAST MONITOR	WEST MONITOR
UMBRELLA BAR - SUMMER CONCERT SERIES	65DB	65DB	65DB
FRANKLIN FIELD - MILWAUKEE MILKMEN GAMES	65DB	65DB	65DB
THE HILL HAS EYES	69DB	60DB	60DB
FRANKLIN FIELD - TACOS & TEQUILA / COUNTRY RISING MUSIC FESTIVAL	79DB	79DB	79DB



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 4/21/2026
Reports & Recommendations	<b>A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Costco Wholesale Corporation for 7829 South 27<sup>th</sup> Street</b>	<b>ITEM NO.</b> G.4. <b>Ald. Dist. 4</b>

**BACKGROUND**

Pursuant to the approval of a single-tenant building development at 7829 South 27<sup>th</sup> Street (Costco) 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 water main, traffic signal, and improvements to W. Drexel Avenue.

**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. 2026-\_\_\_\_\_ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Costco Wholesale Corporation for 7829 South 27<sup>th</sup> Street.

Engineering: KAW

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH COSTCO WHOLESALE CORPORATION FOR 7829 SOUTH 27<sup>TH</sup> STREET

WHEREAS, the Developer, Costco Wholesale Corporation is ready to proceed with the development at 7829 South 27<sup>th</sup> 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: water main, traffic signal, and roadway improvements, 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 Costco Wholesale Corporation.

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 \_\_\_\_\_, 2026 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

**CITY OF FRANKLIN**

**WISCONSIN**

**DEVELOPMENT AGREEMENT**

**FOR**

**COSTCO FRANKLIN WI**

**APRIL 2026**

**DEVELOPMENT AGREEMENT  
FOR  
COSTCO FRANKLIN WI**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Costco Wholesale Corporation, a Washington 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 construction of a Costco Wholesale membership warehouse facility and a free-standing fuel facility, and the approval[s] thereof by the City of Franklin 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: public water main install; and

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 Two Million, Two Hundred Thirty-Two Thousand, Eight Hundred Thirty and 00/100 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 cash deposit, Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$2,232,830.00, 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. Unless the Financial Guarantee is in the form of cash, 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 public improvements consisting of the water main installation required hereunder are installed, and then tested by and approved by the City. 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 and any subcontractor thereunder, has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City, and Developer hereby guarantees that any such contractor and subcontractor shall have such insurance:
- (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 file a certificate of insurance containing a thirty (30) day notice of 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 Engineer
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.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]





**INDEX OF EXHIBITS  
TO  
DEVELOPMENT AGREEMENT  
FOR  
COSTCO 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**  
**COSTCO FRANKLIN WI**

Lot 1 of CERTIFIED SURVEY MAP NO. \_\_\_ recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on \_\_\_ in Volume \_\_\_ of Certified Survey Maps, Page \_\_\_ as Document No. \_\_\_, said Certified Survey Map being a part of Parcel 1, Certified Survey Map No. 7389, being in the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence South 88° 00' 24" West along the South line of said 1/4 Section a distance of 152.80 feet to a point; thence North 01° 59' 36" West 65.00 feet to a point in the North line of Drexel Avenue and the point of beginning of lands to be described: thence South 88° 00' 24" West along said North line 451.36 feet to a point; thence Northwesterly along an arc of a curve to the right with an arc length of 48.14 feet, whose radius is 30.00 feet and whose chord bears North 46° 01' 04" West 43.14 feet to a point; thence North 00° 02' 45" West 97.10 feet to a point; thence Northwesterly along an arc of a curve to the left with an arc length of 357.37 feet, whose radius is 475.00 feet and whose chord bears North 21° 35' 44" West 349.00 feet to a point; thence North 43° 08' 56" West 425.37 feet to a point; thence North 41° 12' 13" West 80.21 feet to a point; thence North 30° 52' 34" West 88.10 feet to a point; thence North 44° 43' 13" East 85.81 feet to a point; thence Northeasterly along an arc of a curve to the left with an arc length of 106.87 feet, whose radius is 151.25 feet and whose chord bears North 64° 53' 29" East 104.66 feet to a point; thence North 45° 05' 01" East 53.24 feet to a point; thence South 45° 02' 30" East 165.89 feet to a point; thence North 44° 57' 30" East 467.88 feet to a point; thence North 89° 57' 30" East 407.80 feet to a point in the West line of South 27th Street; thence South 00° 02' 30" East along said West line 183.93 feet to a point; thence North 89° 57' 30" East along said West line 5.00 feet to a point; thence South 00° 02' 30" East along said West line 176.22 feet to a point; thence North 89° 57' 30" East along said West line 15.50 feet to a point; thence South 00° 02' 30" East along said West line 393.48 feet to a point; thence South 04° 32' 22" West along said West line 168.40 feet to a point; thence South 00° 01' 45" East along said West line 229.74 feet to a point; thence South 32° 50' 46" West along said West line 104.83 feet to the point of beginning.

**EXHIBIT "B"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**COSTCO FRANKLIN WI**

GENERAL DESCRIPTION  
OF  
REQUIRED DEVELOPMENT  
IMPROVEMENTS

Description of improvements required to be installed to develop the **COSTCO 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 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. (PUBLIC ROAD IMPROVEMENTS FOR THE DEVELOPMENT ARE WITHIN W. DREXEL AVENUE ROW) \*S
3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. (PUBLIC ROAD IMPROVEMENTS FOR THE DEVELOPMENT ARE WITHIN W. DREXEL AVENUE ROW). \*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 \*S

sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area.

5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. (N/A)
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. (N/A)
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. (N/A)
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. (N/A)
18. Street signs identifying the Development street in such locations and such size and design as determined by the City. (N/A)

19. Title evidence on all conveyances.

\*S

**EXHIBIT "C"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**COSTCO 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. The 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 the 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 stonebase, 4" of A/C binder course, and 2" A/C surface course.

Before the final lift of asphalt can be installed within the right of way 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 water main has 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 COSTCO 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
Rough Grading (including Erosion Control)	\$176,000
<del>Sanitary System</del>	N/A
Water System	\$600,000
<del>Storm Sewer System</del>	N/A
Paving (including sidewalk) (PUBLIC ROAD IMPROVEMENTS WITHIN W. DREXEL AVENUE ROW).	\$300,000
Street Trees ( — x \$400/lot)	N/A
Street Lights ( — ) @ approximately \$5,000/ea.	N/A
Street TRAFFIC SIGNAL ON W. DREXEL AVENUE	\$500,000
<del>Underground Electric, Gas and Telephone</del>	N/A
Retention Basin	\$53,000
SUBTOTAL	\$1,628,000
Engineering/Consulting Services	\$165,000
Municipal Services (7% of Subtotal)	\$114,030
Contingency Fund (20% of Subtotal)	\$325,800
TOTAL:	\$2,232,830

Total: \_\_\_\_\_/100 Dollars.

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

Michael N. Paulos, City Engineer

**EXHIBIT "E"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**COSTCO FRANKLIN WI**

<b>ADDITIONAL DEVELOPMENT REQUIREMENTS</b>
--

- ~~1. The Developer agrees that it shall pay to the City of Franklin the street light installation and underground wiring costs as determined by the WE Energies Company for \_\_\_\_ ( ) 100-watt ornamental sodium vapor light(s).~~
2. 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.
3. 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.
- ~~4. The Developer agrees to pay the City for street trees planted by the City on \_\_\_\_\_ 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.~~
- ~~5. 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.~~
6. 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.
7. 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.
8. 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.
9. 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.
  10. The Developer shall install a 12-inch diameter water main on Developers's property \_\_\_\_\_ from the existing water main located at the north property line \_\_\_\_\_ of the Development. The City also agrees to enter into an agreement with the Developer which may reimburse to the Developer the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on Developers's Property \_\_\_\_\_ installed by the Developer. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the Developer upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid ten years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Developer such pro-rated costs if received as aforesaid.
  - ~~11. 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.~~
  - ~~12. The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance.~~
  13. 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 property owner.
  - ~~14. The Developer shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Final Plat. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.~~

- ~~15. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.~~
16. 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 S. 27<sup>th</sup> Street. Traffic can utilize W. Drexel Avenue until said entrance off of S. 27<sup>th</sup> Street is constructed. When using W. Drexel Avenue, traffic shall only come from the east. No construction traffic shall enter or leave on W. Drexel Avenue to/from the west. No construction traffic shall use S. 31<sup>st</sup> Street. \_\_\_\_\_.
  - e) Once construction of the warehouse has been completed, all warehouse deliveries shall only use S. 27<sup>th</sup> Street. Fuel deliveries shall only enter and leave on W. Drexel Avenue from the east.
- ~~17. The Developer shall provide for the connection to the existing water main~~  
\_\_\_\_\_.

**EXHIBIT "F"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**COSTCO FRANKLIN WI**

<b>CONSTRUCTION SPECIFICATIONS</b>
------------------------------------

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 Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets: Construction	CITY OF FRANKLIN
Materials Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 4/21/2026
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Acceptance of Water Main Deferments for S. Lovers Lane Road from West Saint Martins Road to 1,900 feet north of West Saint Martins Road (Contract C)</b>	<b>ITEM NUMBER</b> G.5. District # 2

**BACKGROUND**

Pursuant to Section 207-15K of the Municipal Code, the property owners as shown below have qualified for and have requested a deferment for payment of the water main special assessment on their property pursuant to Section 207-15K(2)(i).

**ANALYSIS**

It is recommended to accept the request for water main deferments per Section 207-15K(2)(i). of the Municipal code for the following parcels:

S. Lovers Lane Road from West Saint Martins Road to 1,900 feet north of West Saint Martins Road (Contract C)

<b><u>Tax Key No.</u></b>	<b><u>Property Owner</u></b>	<b><u>Address</u></b>	<b><u>Amount Deferred</u></b>
800-9979-002	Charlotte E. Sauer	8231/8233 S. 100 <sup>th</sup> Street	\$16,200.36
800-9979-001	James A. Schabowski	8209/8211 S. 100 <sup>th</sup> Street	\$18,474.17
801-9989-001	Larry H Mueller	8230 S. Lovers Lane Rd.	\$14,450.13
841-0020-000	Lloyd & Kristin Hoepfer	8333 S. 100 <sup>th</sup> Street	\$10,506.64
841-0021-000	Edward Struebing & Amanda Queen		\$10,506.64
841-0022-001	Edward Struebing & Amanda Queen	8373 S. 100 <sup>th</sup> Street	\$17,073.29
840-9981-000	Adam Skiff	8380/8376 S. 100 <sup>th</sup> Street	\$20,006.39
840-9979-000	Allen Lembach	8310 S. 100 <sup>th</sup> Street	\$8,755.53
840-9978-000	Allen Lembach	8310 S. 100 <sup>th</sup> Street	\$9,587.31
801-9988-003	James Mudlaff & Amy Stewart	8210 S. 100 <sup>th</sup> Street	\$14,446.63
841-0018-000	Paige Bafus	8307/8309 S. 100 <sup>th</sup> Street	\$9,193.31
840-9977-009	8252 S. 100 <sup>th</sup> Street LLC		\$8,755.53
840-9982-003	Loomis Top LLC		\$13,766.32
801-9990-000	Loomis Meadow LLC	8252 S. 100 <sup>th</sup> Street	\$27,142.15
841-0019-000	Gabriel Rivera & Marjorie Mendoza	8321 S. 100 <sup>th</sup> Street	\$10,506.64
840-9980-000	Franklin Four LLC	8360 S. 100 <sup>th</sup> Street	\$22,371.26

**OPTIONS**

The option is to grant (or not) the deferment on the properties listed above.

**FISCAL NOTE**

Funding for this project was included in Fund 46 for Water Extensions. Special assessment for this project would allocate \$231,742.30 of the project costs.

**COUNCIL ACTION REQUESTED**

Motion to accept the request for water main deferments per Section 207-15K(2)(i) of the Municipal Code listed above and authorize the Mayor and City Clerk to sign the petitions for deferment as listed above.

S&W – GEB; Engineering – MNP; DOA – KH;

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 4/21/2026
<b>REPORTS AND RECOMMENDATIONS</b>	Acceptance of Water Main Deferments for S. Lovers Lane Road from a point 1,900 feet north of W. Saint Martins Road to a point 1,500 feet south of W. Drexel Avenue (Contract A)	<b>ITEM NUMBER</b> G-6. <b>District #</b> 2

**BACKGROUND**

Pursuant to Section 207-15K of the Municipal Code, the property owners as shown below have qualified for and have requested a deferment for payment of the water main special assessment on their property pursuant to Section 207-15K(2)(i).

**ANALYSIS**

It is recommended to accept the request for water main deferments per Section 207-15K(2)(i) of the Municipal code for the following parcels:

S. Lovers Lane Road from a point 1,900 feet north of W. Saint Martins Road to a point 1,500 feet south of W. Drexel Avenue (Contract A)

<b><u>Tax Key No.</u></b>	<b><u>Property Owner</u></b>	<b><u>Address</u></b>	<b><u>Amount Deferred</u></b>
801-9982-000	Carl E. Buckner	8052 S. 100 <sup>th</sup> Street	\$17,607.00
801-9981-003	Tri County Baptist Church	8050 S. 100 <sup>th</sup> Street	\$87,154.65
800-9976-000	Donald & Paula Awe	8081 S. 100 <sup>th</sup> Street	\$43,218.00
800-9978-000	Douglas & Carrie Clark	8171/8173 S. 100 <sup>th</sup> Street	\$30,396.66
801-9983-000	Laurence Hendrickson	8054 S. 100 <sup>th</sup> Street	\$17,607.00
800-9977-000	Mundo Landscaping LLC	8135 S. 100 <sup>th</sup> Street	\$42,218.00

**OPTIONS**

The option is to grant (or not) the deferment on the properties listed above.

**FISCAL NOTE**

Funding for this project was included in Fund 46 for Water Extensions. Special assessment for this project would allocate \$239,201.31 of the project costs.

**COUNCIL ACTION REQUESTED**

Motion to accept the request for water main deferments per Section 207-15K(2)(i) of the Municipal Code listed above and authorize the Mayor and City Clerk to sign the petitions for deferment as listed above.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> April 21, 2026
<b>REPORTS AND RECOMMENDATIONS</b>	A Resolution to Extend for four (4) months Resolution No. 2025-8325, A Resolution authorizing the installation of a fence within the 30 foot Landscape Bufferyard Easement Plat Restriction, upon Lot 6 of the Ryan Meadows Subdivision (9516 S Bergamont Drive)	<b>ITEM NUMBER</b> G.7. <b>Ald. District 6</b>

On May 20, 2025, the Common Council approved Resolution 2025-8325 authorizing the installation of a fence within the 30 foot Landscape Bufferyard Easement Plat Restriction, upon Lot 6 of the Ryan Meadows Subdivision. The resolution stated 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. The property owner has requested an extension of the approval by 4 months due to delays in the final grading of the lot, preventing the fence from being installed.

The Planning Department recommends approval of this time extension request.  
Planning: LH/RM

**COUNCIL ACTION REQUESTED**

A Resolution to Extend for four (4) months Resolution No. 2025-8325, A Resolution authorizing the installation of a fence within the 30 foot Landscape Bufferyard Easement Plat Restriction, upon Lot 6 of the Ryan Meadows Subdivision (9516 S Bergamont Drive)

Mayor Nelson; Dept. of Administration: KSH; Legal Services Dept.: jw

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION TO EXTEND FOR FOUR (4) MONTHS RESOLUTION NO. 2025-8325, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30 FOOT LANDSCAPE BUFFERYARD EASEMENT PLAT RESTRICTION, UPON LOT 6 OF THE RYAN MEADOWS SUBDIVISION  
(9516 S BERGAMONT DRIVE)  
(RYAN MAHONEY & KATHY THOMAS, APPLICANTS)

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WHEREAS, Resolution No. 2025-8325, a resolution authorizing the installation of a fence within the 30 foot Landscape Bufferyard Easement Plat Restriction, upon Lot 6 of the Ryan Meadows Subdivision, was adopted by the Common Council on May 20, 2025; and

WHEREAS, Resolution No. 2025-8325 provides in part 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”; and

WHEREAS, the Common Council having considered such time extension request and having determined that it will promote the health, safety and welfare of the Community.

WHEREAS, by the Common Council of the City of Franklin, Wisconsin, having recommended a four-month extension to provide that the Ryan Mahoney and Kathy Thomas Release of Plat Restriction Request shall be established by way of the issuance of buildings permits within four (4) months from the date of adoption of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED, the Common Council having considered the application and having determined that the proposed time extension to Resolution No. 2025-8325 will promote the health, safety and welfare of the Community; and

BE IT FINALLY RESOLVED, by the Common Council of the City of Franklin, Wisconsin, that all other terms and provisions of Resolution No. 2025-8325, not inconsistent with the terms and provisions of this Resolution, shall remain in full force and effect.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of April, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of April, 2026.

MAHONEY & THOMAS – MISCELLANEOUS TIME EXTENSION  
RESOLUTION NO. 2026-\_\_\_\_\_

Page 2

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

**From:** [Ryan Mahoney](#)  
**To:** [Luke Hamill](#)  
**Cc:** [Gail Olsen](#); [Regulo Martinez-Montilva](#); [April Mahoney](#)  
**Subject:** Request for Extension of Resolution 2025-8325  
**Date:** Monday, March 30, 2026 2:44:46 PM

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Hello Luke,

We are requesting a four month extension of Resolution 2025-8325, to move the date by which we're required to erect the fence on our property to September 20th, 2026.

### **Background**

In this Resolution, we received approval from the city council last year (May 20th, 2025) to erect a fence in the bufferyard easement of the property we were seeking to purchase and build a house, as an accommodation for our child with autism and a history of elopement. Upon receiving this approval (thank you again!), we went ahead with the construction of the house, which completed in December and we closed on Dec 31st. However, there were three items that were not completed at close, **due to the winter season:**

1. Final grading of the lot
2. Pouring of the driveway
3. Installation of the fence

### **Issue**

The approval issued by the city states that the fence must be installed within 1 year of the approval, May 20th. However, we have been advised to wait until June to complete the final grading of the lot, in order for the soil to warm up and settle appropriately following the winter season. And the grading needs to complete before the fence can be installed. Additionally, we've applied for CLTS assistance on the fence, and we may not hear whether they will be part of the process until June or July. Therefore, we are requesting a four month extension, which will give us sufficient time to erect the fence this summer.

Thank you,

Ryan and April Mahoney

9516 S. Bergamont Dr.

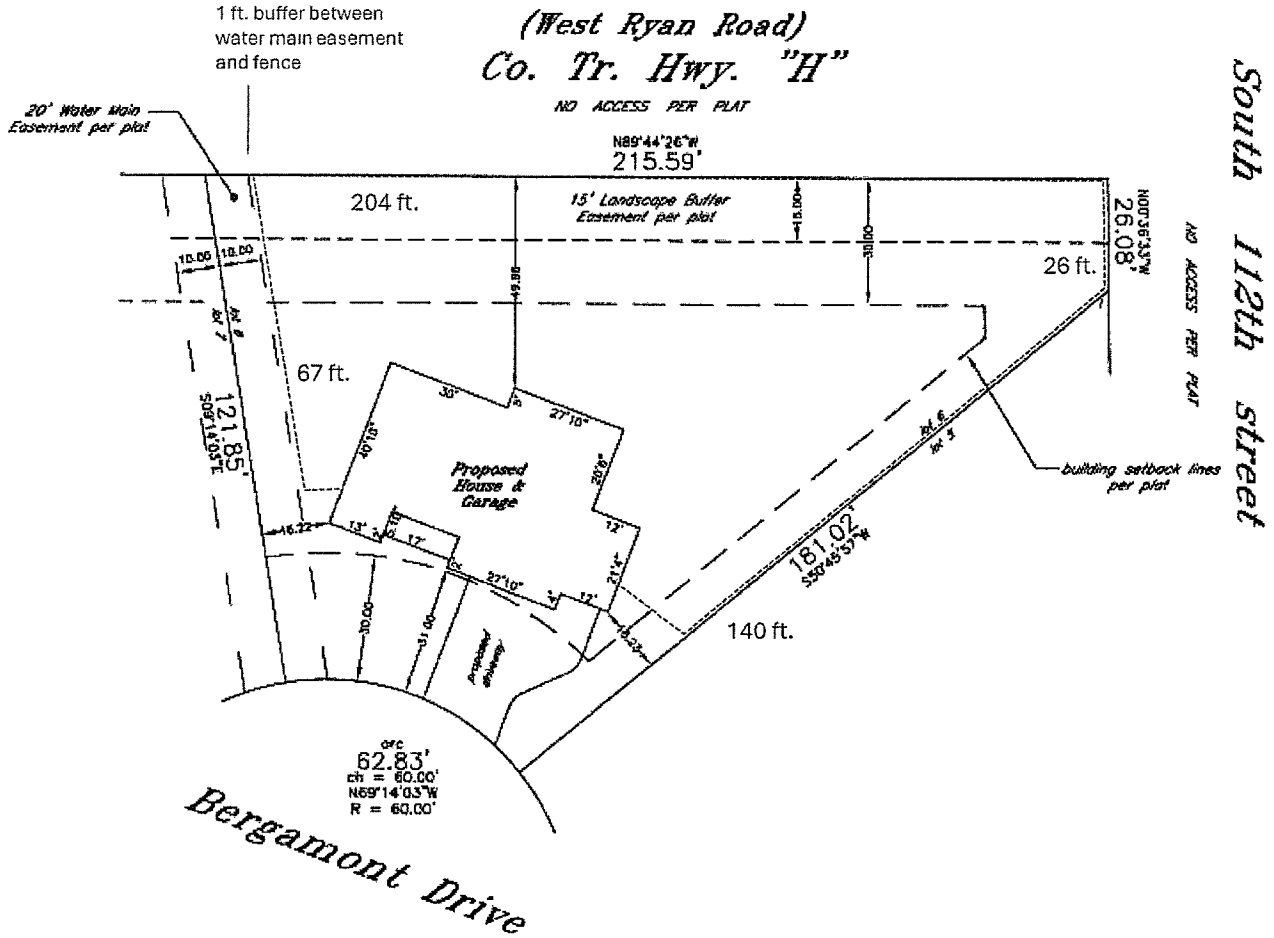
Franklin, WI 53132

501-912-2479

# Outline of Proposed Fence on Landscape Buffer Easement

address: 9516 S. Bergamond Drive

Legend	
	Original plat w/ survey notations
	Proposed fence on landscape buffer easement
x ft.	Proposed fence segment lengths



Plat of Survey of  
**LOT 6 IN**  
**RYAN MEADOWS**  
 in NE1/4 Section 30-5-21  
**CITY OF FRANKLIN**  
**MILWAUKEE COUNTY, WIS.**  
 -for-  
**Home Path Financial**

lot area = 19,904 S. F.

Scale  
 1" = 30'



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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> April 21, 2026
<b>REPORTS AND RECOMMENDATIONS</b>	A Resolution conditionally approving a Three-Lot Certified Survey Map, Being a part of the Southwest ¼ of the Southeast ¼ of Section 26, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Patrenets, John F and Marianne R Family Trust, Property Owner) (Nancy Meinerz, Applicant) (5012 W Oakwood Road)	<b>ITEM NUMBER</b>  G. 8.  <b>Ald. District 4</b>

At its April 9, 2026 meeting, the Plan Commission recommended approval of a Resolution Three-Lot Certified Survey Map, Being a part of the Southwest ¼ of the Southeast ¼ of Section 26, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin  
(Patrenets, John F and Marianne R Family Trust, Property Owner)  
(Nancy Meinerz, Applicant)  
(5012 W Oakwood Road)

Planning: LH/RM

### COUNCIL ACTION REQUESTED

A Resolution conditionally approving a Three-Lot Certified Survey Map, Being a part of the Southwest ¼ of the Southeast ¼ of Section 26, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin  
(Patrenets, John F and Marianne R Family Trust, Property Owner)  
(Nancy Meinerz, Applicant)

(5012 W Oakwood Road)

Mayor Nelson; Dept. of Administration: KSH; Legal Services Dept.: jw

## RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A THREE-LOT CERTIFIED  
SURVEY MAP, BEING A PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF  
SECTION 26, TOWN 5 NORTH, RANGE 21  
EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN  
(PATRENETS, JOHN F AND MARIANNE R FAMILY TRUST, PROPERTY OWNER)  
(NANCY MEINERZ, APPLICANT)  
(5012 W OAKWOOD ROAD)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a part of

The Southwest ¼ of the Southeast ¼ of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly bounded and described as follows: Commencing at the southwest corner of said one-quarter (1/4) Section; running thence north one-degree eighteen minutes (1°18') East along the west line of said one-quarter (1/4) section, Four hundred thirteen and one-tenth (413.1) feet to a point; thence east and parallel to the south line of said one-quarter (1/4) section, Eight Hundred Twenty-eight and six tenths (828.6) feet to a point, thence south one degree fourteen minutes forty seconds (1°14'40") West along the line of the west fifty (50) acres of said one-quarter (1/4) section, Four Hundred Thirteen and one-tenth (413.1) feet to a point in the south line thereof, thence west along said south line Eight Hundred Twenty-nine (829.00) feet to the point of beginning, containing Seven and Ninety-hundredths (7.90) acres of land.

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

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

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-8-10 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Nancy Meinerz, successors and assigns, and any developer of the Nancy Meinerz three (3) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Nancy Meinerz and the three (3) lot certified survey map project for the property located at 5012 W Oakwood Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant must submit a conservation easement for Common Council review and approval.
7. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.
8. a. The Common Council having reviewed the applicants' request for a waiver of a requirement for the subject properties of the Certified Survey Map to be connected to public water supply; upon its consideration of the request and recommendation from the Board of Water Commissioners, the Common Council hereby grants an exemption from the requirement that the buildings to be used for human habitation be connected to the municipal water system, as current facts and the location of the public water supply in relation to the properties provide that required connection would create an unnecessary hardship and practical difficulty pursuant to § 190-19.D.(5) of the Municipal Code; provided, however, that in the event of any future extension of the public water supply in any public right-of-way or easement (wherein a municipal water main is installed or is being installed) adjacent to or abutting any of the property area of the Certified Survey Map, the owner(s) of the property or properties within the entirety of the Certified Survey Map area shall provide for connection of the building(s) used or to be used for human habitation within six months of the availability of such public water supply, and that the applicants and current property owners, and for their heirs, successors and assigns and any subsequent owner of the property or properties, agree and consent to the aforesaid

connection requirement and waive any special assessment notice and hearing requirements and agree to the payment of any special assessment to be made timely upon any future public water extension; such agreement and consent to be evidenced by the execution of the Agreement and Consent provision set forth in Exhibit A to this Resolution. In the absence of such agreement and consent, the properties within the Certified Survey Map area shall be connected to the public water supply municipal water system pursuant to the Municipal Code and the Wisconsin Statutes, prior to the issuance of an occupancy permit for any habitable structure upon any of the properties.

b. The Common Council having reviewed the applicants' request for a waiver of a requirement for the subject properties of the Certified Survey Map to be connected to the public sanitary sewerage system; upon its consideration of the request, the Common Council hereby determines that the current proposed locations of the structures to be connected are more than 400 feet from the public sanitary sewer main, and such structure(s) is/are not required to be connected at this time, pursuant to § 190-22.B.(1) of the Municipal Code; provided, however, that when a public sanitary sewerage system becomes available and a branch sewer is located within 400 feet of the existing or proposed habitable structure(s), the private sewage system shall be disconnected and connection made to the public sanitary sewerage system within six months pursuant to § 190-27.B. of the Municipal Code; and further provided, however, that in the event of any future extension of the public sanitary sewerage system in any public right-of-way or easement (wherein a municipal sanitary sewer main is installed or is being installed) adjacent to or abutting any of the property area of the Certified Survey Map, the owner(s) of the property or properties within the entirety of the Certified Survey Map area shall provide for connection of the building(s) used or to be used for human habitation within six months of the availability of such public sanitary sewerage system, and that the applicants and current property owners, and for their heirs, successors and assigns and any subsequent owner of the property or properties, agree and consent to the aforesaid connection requirement and waive any special assessment notice and hearing requirements and agree to the payment of any special assessment to be made timely upon any future public sanitary sewerage system extension; such agreement and consent to be evidenced by the execution of the Agreement and Consent provision set forth in Exhibit A to this Resolution. In the absence of such agreement and consent, the properties within the Certified Survey Map area shall be connected to the public sanitary sewerage system pursuant to the Municipal Code and the Wisconsin Statutes, prior to the issuance of an occupancy permit for any habitable structure upon any of the properties.

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

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and

NANCY MEINERZ – CERTIFIED SURVEY MAP

RESOLUTION NO. 2026-\_\_\_\_\_

Page 4

pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Megna Living Trust, 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 21<sup>st</sup> day of April, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21<sup>st</sup> day of April, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley Roberts, City Clerk

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



**CITY OF FRANKLIN**  
**REPORT TO THE COMMON COUNCIL**  
**Meeting of April 21, 2026**  
**Certified Survey Map**

***RECOMMENDATION:*** City Development Staff recommends approval of this Certified Survey Map to create three residential lots, subject to the conditions set forth in this report and the attached resolution.

<b>Project name:</b>	<b>Nancy Meinerz – Three Lot Certified Survey Map</b>
<b>Property Owner:</b>	Patrenets, John F and Marianne R Family Trust
<b>Applicant:</b>	Nancy Meinerz
<b>Property Address/TKN:</b>	5012 W Oakwood Road / 930 9999 000
<b>Aldermanic District:</b>	District 4
<b>Zoning District:</b>	R-SE – Suburban/Estate Residence District
<b>Staff Planner:</b>	Luke Hamill, Associate Planner

Please note:

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

**Project Description/Analysis**

The applicant is seeking approval of a Certified Survey Map (CSM) for the creation of three residential lots on site located at 5012 W Oakwood Road. The total site is 7.1 acres. The site currently has an existing single-family home and multiple accessory structures. Lot 1 will include the current home and accessory structures, while Lots 2 & 3 is reserved for future single-family residential development. The applicant has provided Site Intensity and Capacity Calculations for both proposed lots. Multiple accessory structures on Lot 1 are not compliant with the rear yard setback, however this CSM does not increase the current non-conformity.

The subject site is zoned R-SE and the proposed residential uses are a permitted use in this zoning district. All lots will not be served by public sanitary sewer and public water supply. Typically, CSM's would require that the new lots created connect to water and sewer. However, the applicant received a waiver from the City of Franklin Board of Water Commissioners to allow the applicant to not connect to water and sewer, as it is not immediately available on Oakwood Road.

The site abuts the same R-SE zoning district to the east, south, and west, and PDL 18 (Franklin Business Park) to the north.

In order to approve the CSM, the Plan Commission and Common Council must find that the proposed land division meets the requirements for a CSM as provided in the Unified Development Ordinance, including all standards for development as provided in the following sections of the UDO:

- Division 15-9-13 Minor Land Division
- Division 15-8 Subdivision Standards
- Division 15-8.0100 Required Improvements for Land Divisions
- Division 15-8.0200 Construction

Natural resource protection

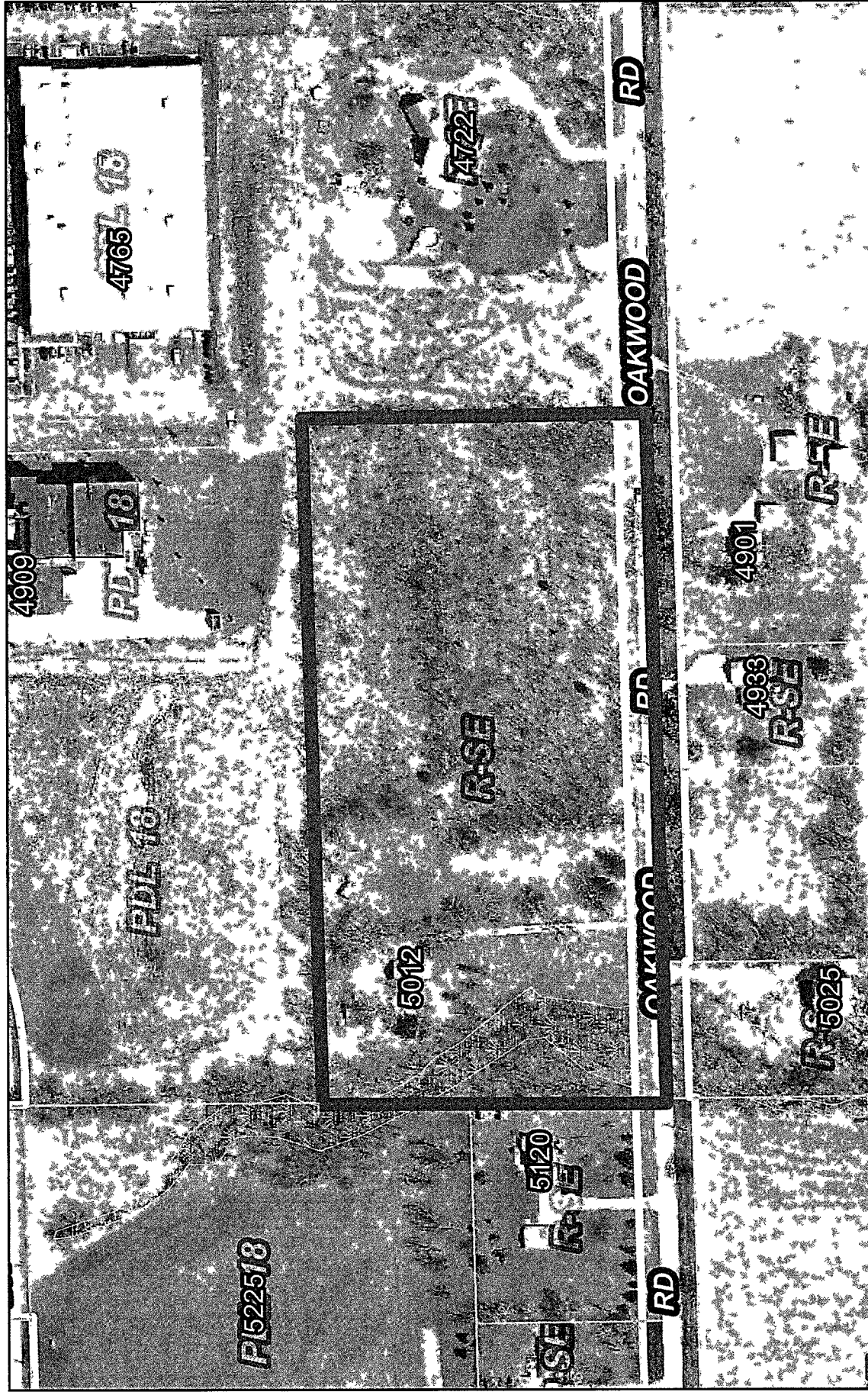
The west side of proposed Lot 1 contains a wetland area. It is a requirement of a CSM for natural resources to be placed in a Conservation Easement. The full wetland delineation report is available in the Electronic Packet for the April 9 Plan Commission. Staff suggests that the Conservation Easement be recorded as a condition of approval of this Certified Survey Map.

**Staff Recommendation**

City Development Staff recommends approval of this Certified Survey Map to create three residential lots, subject to the conditions set forth in this report and the attached resolution.

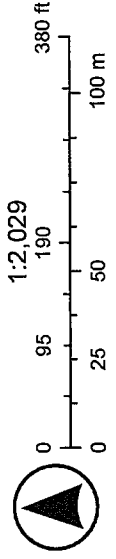
Pursuant to Wisconsin Statutes 236.34(1m)(f), the approval authority shall take action within 90 days of submittal unless the time is extended by agreement with the subdivider. This application was deemed complete on January 9, 2026 and the applicant requested a two week extension; therefore, the Common Council shall take action before April 23, 2026.

City of Franklin Property Viewer



4/1/2026, 3:21:38 PM

Parcel



SE Wisc Reg Planning Comm, Microsoft, Vantor

John F. Patrenets and Marianne R. Patrenets  
Family Trust of July 20, 2021  
Tax Key No. 930-9999-000

ADDENDUM

An undivided one-eighth (1/8) interest in and to:

That part of the West Fifty (50) acres of the South East One-quarter (1/4) of Section Twenty-six (26), Town Five (5) North, of Range Twenty-one (21) East, Town of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the south west corner of said one-quarter (1/4) Section; running thence north one-degree eighteen minutes ( $1^{\circ} 18'$ ) East along the west line of said one-quarter (1/4) section, Four hundred thirteen and one-tenth (413.1) feet to a point; thence east and parallel to the south line of said one-quarter (1/4) section, Eight Hundred Twenty-eight and six tenths (828.6) feet to a point, thence south one degree fourteen minutes forty seconds ( $1^{\circ} 14' 40''$ ) West along the line of the west fifty (50) acres of said one-quarter (1/4) section, Four Hundred Thirteen and one-tenth (413.1) feet to a point in the south line thereof, thence west along said south line Eight Hundred Twenty-nine (829.00) feet to the point of beginning, containing Seven and Ninety-hundredths (7.90) acres of land

5012 W. Oakwood Rd

My neighbors (currently my son's neighbors), Jack and Marianne Patrenets, have 7.9 acres at this address. They will be keeping 3.9 acres with the original homestead, and I am purchasing 4 acres to the east. The 4 acres have been surveyed into two parcels, 2 acres each.

I would like to divide the current property at 5012 W. Oakwood Road into 3 properties, with lots 2 & 3 being newly created 2-acre lots for future residential development.

Thank you for your consideration,

Nancy Meinerz

Date: February 11, 2025  
To: Nancy Meinerz, Mapl Storage  
From: Department of City Development. Luke Hamill, Associate Planner.  
RE: Staff Comments, 5012 W Oakwood Road / 930 9999 000

---

Please be advised that city staff has reviewed the above application submitted on December 11, 2025 (deemed complete on January 9, 2026), for a proposed Certified Survey Map for the creation of 3 lots on lot located at 5012 W Oakwood Road / 930 9999 000. The following comments are for your review and consideration.

#### **Planning Department Comments**

1. The City of Franklin now has just a Wetland Buffer. The buffer for R-SE zoning is 50 feet. Please revise pages 2 and 3 to reflect this change.
2. The CSM copies we received were not to scale. 120 feet was less than 1 inch when measured. Please make sure the resubmission is
3. A Conservation Easement will be required for the wetland and Wetland Buffer to preserve the natural resource. Documents for that are attached to this email. Please also show this Conservation Easement on the CSM.
4. Please revise the CSM to show Zoning and Ownership of lots contiguous to the proposed CSM.

#### **Engineering Department Comments**

Submitted CSM was not to scale - not to 1:120 printing output

Legal Description does not match what is drawn on the depiction

#### **Milwaukee County Register of Deeds Comments**

1. Verify ownership – a deed will be required transferring ownership to Nancy Meinerz
2. Missing full legal description
3. Missing page 4 of 5. (Page 5 was duplicated)
4. On page 1 – Please verify the following,
  - a. The annotation describing the corners might be too small. Will cause issues with reproduction.
  - b. The line noting the WEST line of the SE ¼ ect. Along W Oakwood should reflect SOUTH line.
  - c. Bearing reference is referring to the WEST line however it should reflect SOUTH line.
5. On page 2 – Please verify the following,
  - a. Verify the noted WEST line of the SE ¼ ect along W Oakwood (SOUTH)
6. On page 3 – Please verify
  - a. Again, annotation describing the corners are too small for reproduction.

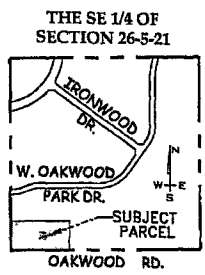
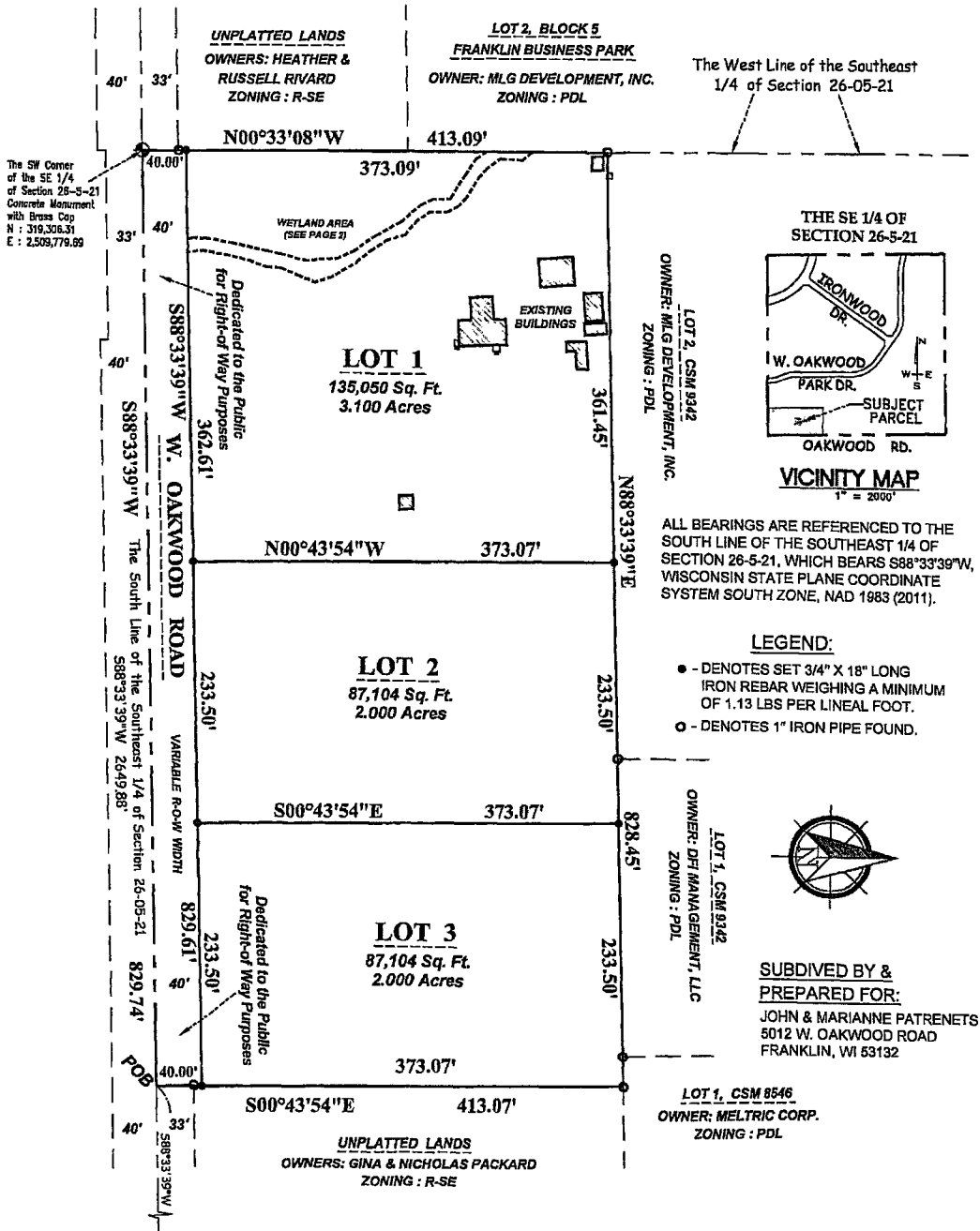


I have attached Milwaukee County's markup from their review. Please address the comments from the MCRD in your revisions.

Once revisions are received and all comments addressed, we will schedule the application for the appropriate Plan Commission Meeting.

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 26-5-21, WHICH BEARS S88°33'39"W, WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 1983 (2011).

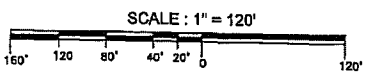
**LEGEND:**

- - DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING A MINIMUM OF 1.13 LBS PER LINEAL FOOT.
- - DENOTES 1" IRON PIPE FOUND.



**SUBDIVED BY & PREPARED FOR:**  
JOHN & MARIANNE PATRENETS  
5012 W. OAKWOOD ROAD  
FRANKLIN, WI 53132

**LOT 1, CSM 8546**  
OWNER: MELTRIC CORP.  
ZONING : PDL



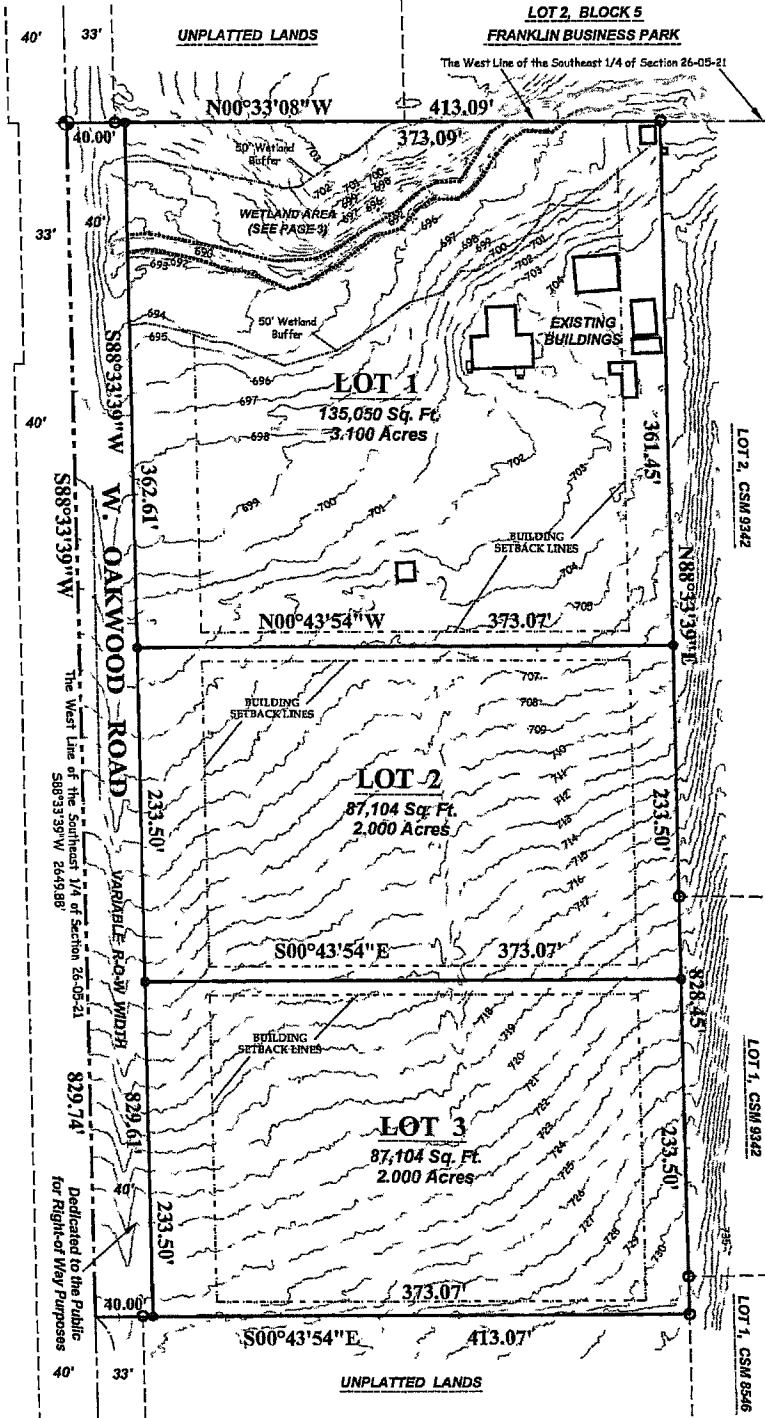
*Marc Passarelli*

**Endpoint Solutions**

6871 S. Lovers Lane, Franklin, WI 53132  
Phone: (414) 427-1200 endpointsolutions.com  
info@endpointcorporation.com

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

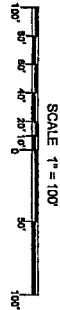
BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



**ZONING**  
R-SE (SUBURBAN / ESTATE RESIDENCE)

**BUILDING SETBACKS**  
FRONT : 45'  
SIDE : 10'  
REAR : 30'

CONTOUR LINES SHOWN HEREON WERE DOWNLOADED FROM THE MILWAUKEE COUNTY GIS DATA DOWNLOADS ONLINE SERVICE WEBSITE.



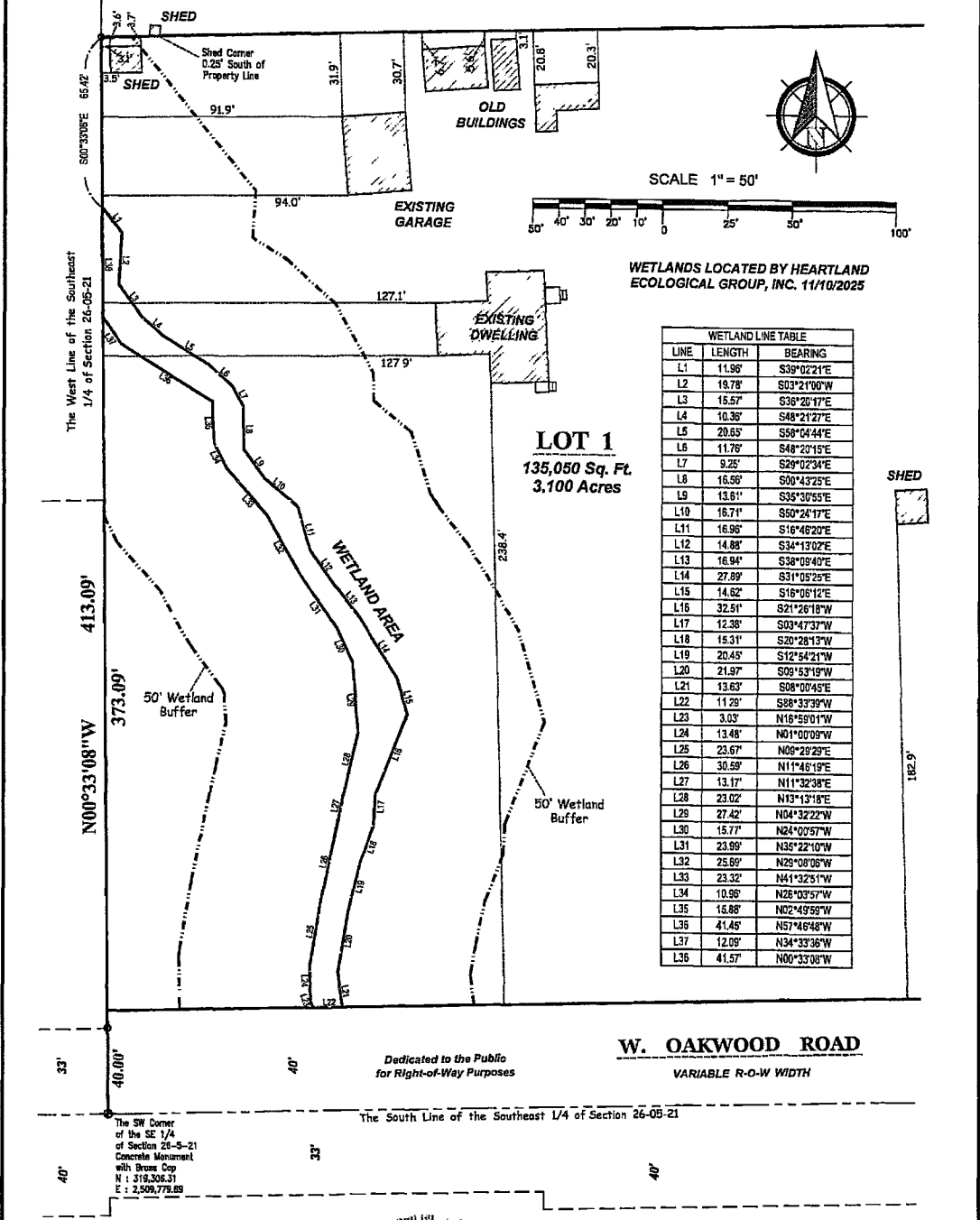
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 info@endpointcorporation.com

*Marc Passarelli*  
 MARC C. PASSARELLI P.L.S. #2817

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

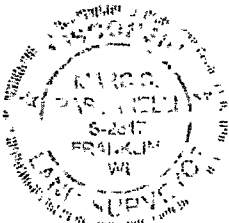


WETLANDS LOCATED BY HEARTLAND ECOLOGICAL GROUP, INC. 11/10/2023

LINE	LENGTH	BEARING
L1	11.98'	S39°02'21"E
L2	19.78'	S03°21'00"W
L3	15.57'	S38°20'17"E
L4	10.35'	S48°21'27"E
L5	20.65'	S58°04'44"E
L6	11.76'	S48°20'15"E
L7	9.25'	S29°02'34"E
L8	16.66'	S00°43'25"E
L9	13.61'	S35°30'55"E
L10	16.71'	S50°24'17"E
L11	16.98'	S16°46'20"E
L12	14.88'	S34°13'02"E
L13	16.94'	S38°09'40"E
L14	27.89'	S31°05'25"E
L15	14.62'	S16°06'12"E
L16	32.51'	S21°26'18"W
L17	12.38'	S09°47'37"W
L18	15.31'	S20°28'13"W
L19	20.45'	S12°54'21"W
L20	21.97'	S09°53'19"W
L21	13.63'	S08°00'45"E
L22	11.29'	S88°33'39"W
L23	3.03'	N16°59'01"W
L24	13.48'	N01°00'09"W
L25	23.67'	N05°29'29"E
L26	30.59'	N11°46'19"E
L27	13.17'	N11°32'38"E
L28	23.02'	N13°13'18"E
L29	27.42'	N04°32'22"W
L30	15.77'	N24°00'57"W
L31	23.99'	N35°22'10"W
L32	25.69'	N25°08'08"W
L33	23.32'	N41°32'51"W
L34	10.96'	N28°03'57"W
L35	15.88'	N02°49'59"W
L36	41.45'	N57°46'48"W
L37	12.09'	N34°33'36"W
L38	41.57'	N00°33'08"W

**W. OAKWOOD ROAD**  
VARIABLE R-O-W WIDTH

The SW corner of the SE 1/4 of Section 26-5-21 Concrete Monument with Brass Cap  
N = 319,306.31  
E = 2,505,773.63



*Marc Passarelli*  
MARC C. PASSARELLI P.L.S. #2817

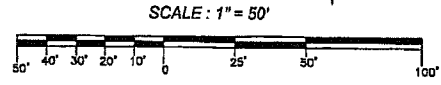
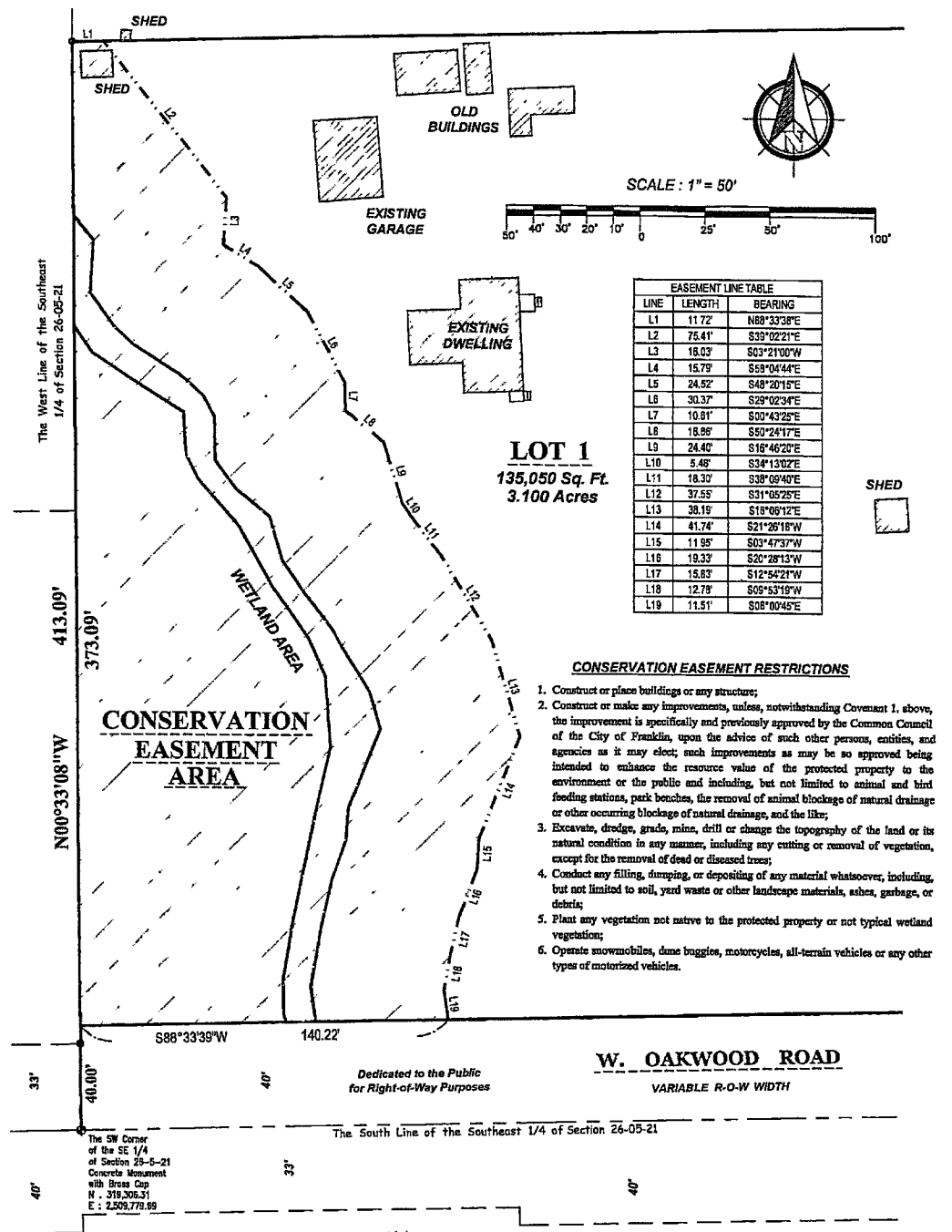
**Endpoint Solutions**

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Phone: (414) 427-1200 endpointolutions.com  
info@endpointcorporation.com

DATE: 03/03/2026 SHEET 3 OF 6

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	11.72'	N88°33'38"E
L2	75.41'	S39°02'21"E
L3	18.03'	S03°21'00"W
L4	15.79'	S59°04'44"E
L5	24.52'	S48°20'15"E
L6	30.37'	S29°02'34"E
L7	10.61'	S00°43'25"E
L8	18.86'	S50°24'17"E
L9	24.40'	S16°46'20"E
L10	5.48'	S34°13'02"E
L11	18.30'	S38°09'40"E
L12	37.55'	S31°05'25"E
L13	38.19'	S18°08'12"E
L14	41.74'	S21°26'18"W
L15	11.95'	S03°47'37"W
L16	19.33'	S20°28'13"W
L17	15.63'	S12°54'21"W
L18	12.78'	S05°53'18"W
L19	11.51'	S08°00'45"E

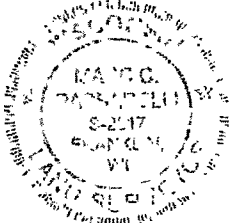
**LOT 1**  
135,050 Sq. Ft.  
3.100 Acres

### CONSERVATION EASEMENT RESTRICTIONS

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1. above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, sheet, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

**W. OAKWOOD ROAD**  
VARIABLE R-O-W WIDTH

The SW Corner of the SE 1/4 of Section 29-5-21 Concrete Monument with Brass Cap N : 319.206.31 E : 2,209.779.69



*Marc Passarelli*  
MARC C. PASSARELLI P.L.S. #2817

**Endpoint Solutions**  
6871 S. Lovers Lane, Franklin, WI 53132  
Phone: (414) 427-1200 endpointsolutions.com  
info@endpointcorporation.com

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## SURVEYOR'S CERTIFICATE

I, MARC C. PASSARELLI, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED, DEDICATED AND MAPPED A PARCEL OF LAND, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. SAID LAND DESCRIBED BELOW TO-WIT:

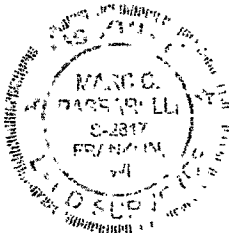
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 26; THENCE SOUTH 88°33'39" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1820.14 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED HEREINAFTER; THENCE CONTINUING SOUTH 88°33'39" WEST, ALONG SAID SOUTH LINE, 829.74 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00°33'08" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, 413.09 FEET TO THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NO. 9342; THENCE NORTH 88°33'39" EAST ALONG THE SOUTH LINE OF SAID CERTIFIED SURVEY MAP, 828.45 FEET; THENCE SOUTH 00°43'54" EAST, 413.07 FEET TO THE POINT OF BEGINNING. CONTAINING 342,448 SQUARE FEET (7.8615 ACRES) OF LAND. DEDICATING THE SOUTH 40 FEET TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES WHICH CONTAINS 33,187 SQUARE FEET OF LAND (0.762 ACRE).

THAT SUCH MAP IS A TRUE REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND COMBINATION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES AND ORDINANCES OF THE CITY OF FRANKLIN, MILWAUKEE COUNTY IN SURVEYING, COMBINING AND MAPPING THE SAME.

  
\_\_\_\_\_  
Marc. C. Passarelli S - 2817

03/03/2026  
\_\_\_\_\_  
Date



**Endpoint Solutions**

6871 S Lovers Lane, Franklin, WI 53132  
Phone: (414) 427-1200 [endpointsolutions.com](http://endpointsolutions.com)  
[info@endpointcorporation.com](mailto:info@endpointcorporation.com)

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE OF DEDICATION:**

Marianne Patrenets and John Patrenets (deceased), as owners, and Ken Sternig, Power of Attorney, hereby certifies that they have caused the land described above to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin State Statutes and Division 15 of the Unified Development Ordinance of the City of Franklin, and that this map is required to be submitted to the following for approval or objection:  
City of Franklin:

Witness the hand and seal of said owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:

\_\_\_\_\_  
Marianne Patrenets

\_\_\_\_\_  
Ken Sternig

STATE OF WISCONSIN)  
COUNTY OF MILWAUKEE):SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the  
above named \_\_\_\_\_,  
individually and as personal representative of the estate of \_\_\_\_\_, to me be known to  
be the persons who executed the forgoing instrument and acknowledged the same.

My commission expires: \_\_\_\_\_

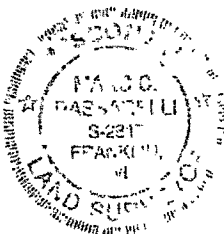
\_\_\_\_\_  
Notary Public

**CITY OF FRANKLIN COMMON COUNCIL APPROVAL**

Approved and dedication accepted by the Common Council of the City of Franklin,  
Resolution No. \_\_\_\_\_, signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
John R. Nelson, Mayor

\_\_\_\_\_  
Shirley J. Roberts, City Clerk



*Marc Passarelli*

**Endpoint Solutions**

6871 S Lovers Lane, Franklin, WI 53132  
Phone: (414) 427-1200 endpointsolutions.com  
info@endpointcorporation.com

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  04/21/26</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Resolution approving the Public Participation Plan for the City of Franklin Comprehensive Master Plan update</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  G. 9.  Ald. Dist. #6</p>

According to the 2009 City of Franklin Comprehensive Master Plan: “The Plan should be reviewed and amended periodically, every five years at a minimum. Suggestions for amendments can be brought forward by City staff, officials, and/or residents, and should be consistent with the overall vision of the plan”. In 2024, the Common Council authorized Planning Department staff to undertake a selective update.

Wisconsin’s Comprehensive Planning legislation, State Statute 66.1001, sets forth required procedures for adopting comprehensive plans. Those procedures include a formal public participation process (typically referred to as a Public Participation Plan), which must be put in writing and adopted by the governing body of the local community.

The proposed public participation plan, resolution and project schedule is attached.

Draft comprehensive plan update is available in the electronic packet for the April 9 Plan Commission meeting: <https://www.franklinwi.gov/Departments/Elected-Officials/Boards-Comissions/Plan-Commission.htm>

Note that the requested action is approval of the public participation plan, not the content of the comprehensive plan update which is still in draft form.

Fiscal note: This update is an in-house project by the Planning Department staff. No fiscal impact is anticipated besides staff hours and printing/supplies costs from the Planning Department budget.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. \_\_\_\_\_, to approve the Public Participation Plan for the City of Franklin Comprehensive Master Plan update.

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION APPROVING THE PUBLIC PARTICIPATION PLAN FOR THE CITY OF FRANKLIN COMPREHENSIVE MASTER PLAN UPDATE

WHEREAS, Wisconsin’s Comprehensive Planning Legislation, as set forth in Wisconsin State Statutes §66.1001, states in part that before a comprehensive plan may take effect, that the governing body of a local governmental unit shall adopt written procedures that are designed to foster public participation, and

WHEREAS, the City of Franklin Plan Commission has recommended approval of the subject Public Participation Plan at its regular meeting held on April 9, 2026, and

WHEREAS, the City of Franklin Common Council has reviewed the subject Public Participation Plan intended to address the provisions of Wisconsin State Statutes §66.1001.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Public Participation Plan, be and the same is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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



## Planning Department

---

**TO:** City of Franklin Plan Commission

**FROM:** Régulo Martínez-Montilva, Planning Manager  
Planning Department

**DATE:** March 31, 2026

**SUBJECT:** **Public participation plan, scope and project schedule for updating the 2009 Comprehensive Master Plan**

According to the 2009 City of Franklin Comprehensive Master Plan: "The Plan should be reviewed and amended periodically, every five years at a minimum. Suggestions for amendments can be brought forward by City staff, officials, and/or residents, and should be consistent with the overall vision of the plan". In 2024, the Common Council authorized Planning Department staff to undertake a selective update.

The 2009 Comprehensive Master Plan sets a general procedure for updates:

- "Recommendation by the Plan Commission to conduct a review process for the proposed amendment.
- Facilitation of public hearings as required by applicable Wisconsin Statute and/or ordinance.
- Recommendation from the Plan Commission to the Common Council.
- Consideration and decision by the Common Council".

### Public Participation Plan

Wisconsin's Comprehensive Planning legislation, State Statute 66.1001, sets forth required procedures for adopting comprehensive plans. Those procedures include a formal public participation process (typically referred to as a Public Participation Plan), which must be put in writing and adopted by the governing body of the local community. Information about this public participation process, and the City of Franklin's Public Participation Plan, is set forth below.

#### Wisconsin's Comprehensive Planning Public Participation Process

Wisconsin State Statute 66.1001(4) (a), states:

"The governing body of a local governmental unit shall adopt written procedures that are designed to foster public participation, including open discussion, communication programs, information services, and public meetings for which advance notice has been provided, in every stage of the preparation of a comprehensive plan. The written procedures shall provide for wide distribution of proposed, alternative or amended elements of a comprehensive plan and shall provide an opportunity for written comments on the plan to be submitted by members of the public to the governing body and for the governing body to respond to such

written comments. The written procedures shall describe the methods the governing body of a local governmental unit will use to distribute proposed, alternative, or amended elements of a comprehensive plan to owners of property, or to persons who have a leasehold interest in property pursuant to which the persons may extract nonmetallic mineral resources in or on property, in which the allowable use or intensity of use of the property is changed by the comprehensive plan.”

Planning Department staff is proposing the following public participation methods:

- Project Committee: The City of Franklin Plan Commission, acting as the City of Franklin Comprehensive Master Plan Update Project Committee, responsible for providing direction to, and reviewing the work of city staff as the plan proceeds. Each meeting will be open to the public, and will include an agenda item for public comment.
- City website: The City will maintain and appropriately update a page on its website providing information on the status of the plan, as well as of copies of draft maps, chapters, etc. as they are completed. It will also include a method for the public to contact staff with questions or comments.  
<https://www.franklinwi.gov/Departments/Planning/Comprehensive-Master-Plan.htm>
- Open House: Event scheduled for Arbor Day on Saturday May 2, 2026, 10am to noon, at the Franklin Library parking lot (9151 W Loomis Rd). Sample flyer attached.
- Public Hearing: Subsequent to the Open House and the Plan Commission’s recommendation, and any resultant changes, a public hearing pursuant to State Statute’s 66.1001(4)(d), (e), and (f), will be held to present the final draft plan and to obtain additional public comment and input, prior to consideration of adoption of the plan by the Common Council.
- Additional meeting(s): At the discretion of the Project Committee/Plan Commission and Common Council, if needed.

### **Scope of this comprehensive plan update**

In 2024, the Common Council authorized Planning Department staff to undertake a selective update of the city’s comprehensive plan, specifically demographic data. Planning Department staff gathered demographic data from the 2010 and 2020 United States censuses as well as population projections for the year 2050, and is proposing to extend the planning horizon from the year 2025 to 2050 with updates to the following chapters:

#### **Chapter 1: Introduction.**

- *History* section updated with events between 2009 and 2025.
- *Base Map* and *Aerial Photo* updated.

## **Chapter 2: Issues & Opportunities.**

- *Community Character* updated with 2024 Rural and Urban Areas Map.
- *Demographic Profile* updated with 2010 and 2020 census data as well as population projections for 2050.
- *Relevant Prior Planning Studies* updated with studies completed between 2009 and 2025.
- *TIF Districts* Section updated.
- *Public Participation* (to be updated).
- *Principles, Goals and Objectives* (may include recommendations on which other chapters of the plan should be reviewed in future updates).

## **Chapter 5: Land Use.**

- *Principles, Goals and Objectives* (to be determined).
- *Existing Land Use Programs* updated.
- *Existing Zoning* updated to account for the 2025 Unified Development Ordinance.
- *Public Input* (to be updated).
- *Natural Limitations for Future Development: Development Limitations and Environmentally Sensitive Areas* maps updated.
- Some parts of *Special Considerations and Issues* updated, specifically: *Traditional Neighborhood Development, Conservation Subdivision, Mixed-Use Development, Design Standards, Sustainability and Recreational Trails*.
- *New Sidewalk and Trail Network* map.
- *Existing Land Use Inventory* updated: 2010, 2020 and 2024.
- *Land Use Trends* updated with 1985-2024 analysis.
- *Price of Land* updated with 2023 data.
- *Future Land Use Plan* (to be updated).
- *Summary of Recommendations* (to be determined).

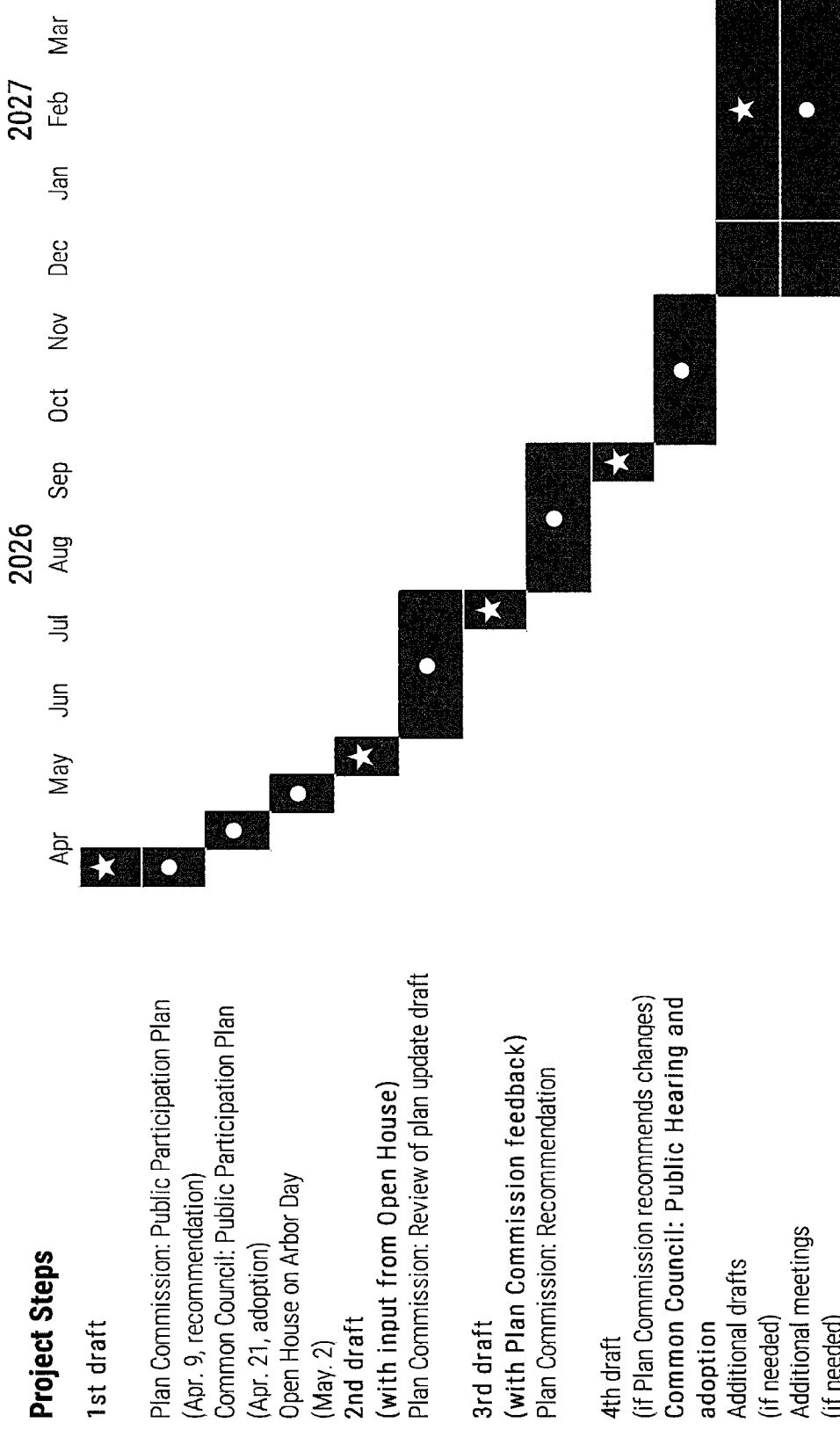
**Appendix C: City of Franklin, Demographic Variables and Comparisons** updated with 2010 and 2020 census data as well as 2024 population projections for the year 2050.

Draft chapters and Appendix C have been prepared by Planning Department staff: Planning Manager Martínez, Principal Planner Ecks (parts of Chapters 2 and 5), Associate Planner Hamill (Future Land Use Map), Assistant Planner Melton (Appendix C, Demographic Profile, Existing Land Use inventories).

Draft chapters have side comments for new sections and major changes, highlighted texts indicate parts of the plan that need additional work.

## Project Schedule

Planning Department staff is proposing the timeline below to complete the comprehensive plan update:



The 1<sup>st</sup> draft of this comprehensive plan update is available in the electronic packet for the April 9 Plan Commission meeting:

<https://www.franklinwi.gov/Departments/Elected-Officials/Boards-Commissions/Plan-Commission.htm>

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>04/21/2026</b>
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<b>REPORTS AND RECOMMENDATIONS</b>	FRANKLIN POLICE DEPARTMENT 2025 ANNUAL REPORT	<b>ITEM NUMBER</b> <i>G.10.</i>
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Summary: Presentation of the 2025 Franklin Police Department Annual Report

**COUNCIL ACTION REQUESTED**

The Police Chief requests a motion to accept the report and place on file.



# 2025 ANNUAL REPORT

Franklin Police Department





# Chief's Letter

On behalf of the Franklin Police Department, I am proud to present our 2025 Annual Report. This report reflects the dedication and professionalism of the men and women who serve our community each day, working to keep Franklin a safe place to live, work, and raise a family.

2025 brought both challenges and opportunities for growth. Like many law enforcement agencies nationwide, staffing remained a challenge for our department. The Patrol and Communications Divisions experienced several retirements and resignations during the year. In an effort to maintain staffing levels, we hired five new police officers and three new dispatchers as replacements for those departures. While training new personnel places additional demands on our experienced staff, it also strengthens the department for the future, and we are proud to welcome these motivated individuals to the department.

A major accomplishment in 2025 was the expansion of our School Resource Officer (SRO) program. Through collaboration with Franklin Public Schools and support from the Franklin Common Council, we added a second SRO. This allows one officer to be assigned to Franklin High School and another to Forest Park Middle School, enhancing safety, strengthening relationships, and providing consistent support to students and staff.

The department also secured a federal grant to support our pursuit of law enforcement accreditation. Over the next two years, we will work toward accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG). This voluntary process promotes best practices, transparency, accountability, and continuous improvement, helping ensure we deliver high-quality service to the community.

Maintaining a strong and competitive workforce was another priority. Following the expiration of our labor agreement, we negotiated a new contract covering 2025 through 2028. The agreement includes a 16 percent wage increase over four years, helping us remain competitive with neighboring agencies and retain the dedicated professionals who serve Franklin.

Strong partnerships remain essential to public safety. In December, a multi-year human trafficking investigation conducted by the FBI's Child Exploitation & Human Trafficking Task Force, led by two officers from the Franklin Police Department assigned to the task force, resulted in the arrest of four individuals. This case highlights the importance of regional cooperation and our commitment to protecting vulnerable individuals.

Looking ahead to 2026, the department will face continued challenges related to a citywide budget shortfall, including several unfunded vacant positions. As Franklin continues to grow, ensuring that public safety resources keep pace with that growth remains critical to maintaining the high standards our community expects.

I want to thank our sworn staff, civilian staff, and police auxiliary volunteers for their dedication and service. I am also grateful to the Franklin community for your continued trust and partnership. Together, we will continue building a safe and strong community.

*Craig Liermann*

Chief of Police

# Goals & Objectives

The Franklin Police Department is committed to improving the quality of life in our community. In order to continue to improve our service and operations, on an annual basis our Department will commit to goals and objectives the Department would like to accomplish in the proceeding year. In 2026, the Department will be seeking to reach the below goals.

## **1. Strengthen Community Engagement and Trust** - Building and maintaining public trust remains a core function of the Department.

- Objective 1.1: Expand community outreach initiatives, including neighborhood meetings, school programs, and public safety events.
- Objective 1.2: Maintain an active School Resource Officer (SRO) presence.
- Objective: Promote transparency through regular communication and social media updates.
- Objective 1.3: Conduct a citizen satisfaction survey and publish summary findings.
- Objective 1.4: Continue partnership with the Franklin Fire Department related to the Community Paramedic/Mobile Integrated Health (CP/MIH) program, which provides targeted, patient-centered services to assist residents who frequently rely on emergency services or require additional support to manage chronic conditions.

## **2. Ensure Accountability and Professional Standards** - Maintaining the highest level of organizational excellence and policy compliance is essential to effective policing.

- Objective 2.1: Develop and uphold departmental policies and procedures consistent with best practices and accreditation standards.
- Objective 2.2: Continue making measurable progress toward achieving accreditation through the Wisconsin Law Enforcement Accreditation Group by 2027.
- Objective 2.3: Conduct thorough and timely internal investigations when necessary.
- Objective 2.4: Monitor performance metrics and supervisory oversight to ensure compliance and continuous improvement.

# Goals & Objectives

**3. Ensure Fiscal Responsibility** - The Department remains committed to responsible financial management, ensuring taxpayer resources are utilized efficiently while maintaining high-quality service delivery.

- Objective 3.1: Develop and adhere to a balanced budget that aligns with departmental priorities and community needs.
- Objective 3.2: Monitor expenditures throughout the fiscal year to ensure accountability and prevent cost overruns.
- Objective 3.3: Pursue grant funding and alternative revenue sources to offset operational costs and support specialized programs.

**4. Improve Operational Efficiency and Technology Integration** - The Department continues to modernize its operations through technology and process improvements.

- Objective 4.1: Evaluate and adopt emerging technologies that enhance officer safety and service delivery.
- Objective 4.2: Achieve and maintain 100% body-worn camera compliance.
- Objective 4.3: Ensure full compliance with CJIS security standards.
- Objective 4.4: Expand license plate reader (LPR) data-sharing partnerships.

**5. Support Officer Development and Wellness** - Recognizing that personnel are the Department's most valuable asset, emphasis is placed on training, wellness, and retention.

- Objective 5.1: Provide ongoing, high-quality training in areas such as de-escalation, crisis intervention, and legal updates.
- Objective 5.2: Provide ongoing mentoring and guidance to officers and supervisors.
- Objective 5.3: Enhance officer wellness initiatives, including mental health resources and peer support programs.
- Objective 5.4: Maintain competitive recruitment and retention strategies to attract and retain qualified personnel.

# CRIME Statistics



## Wisconsin Crime History - Franklin Police Department (W10410500)

	2021	2022	2023	2024	2025
<b>Assault</b>	118	98	102	124	145
<b>Burglary</b>	40	23	18	21	20
<b>Destruction of Property</b>	103	113	100	97	82
<b>Drugs/Narcotics</b>	317	267	211	279	249
<b>Fraud</b>	155	155	147	95	157
<b>Homicide</b>	1	0	0	1	1
<b>Robbery</b>	5	2	1	2	1
<b>Sex Crimes</b>	12	5	16	14	24
<b>Theft/Auto Theft</b>	490	469	344	415	399
<b>Weapons</b>	21	31	40	33	22

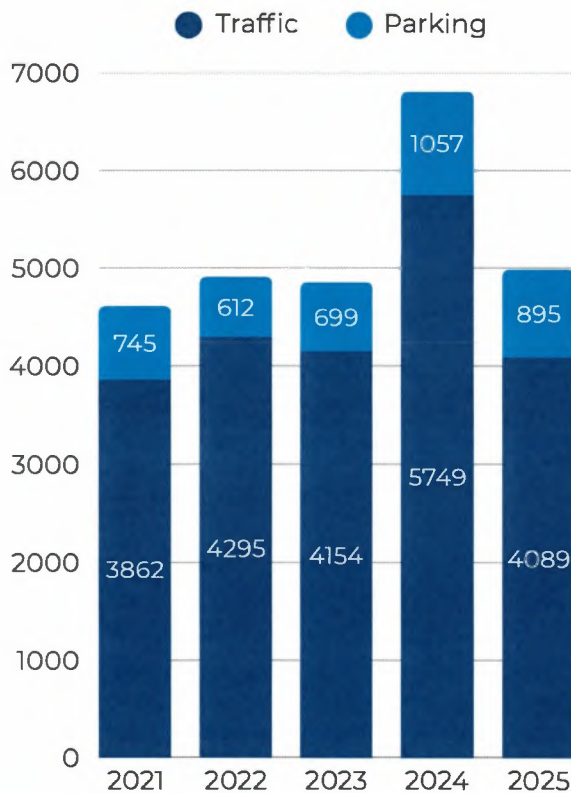
# Officer Activity

Population  
**36,816**

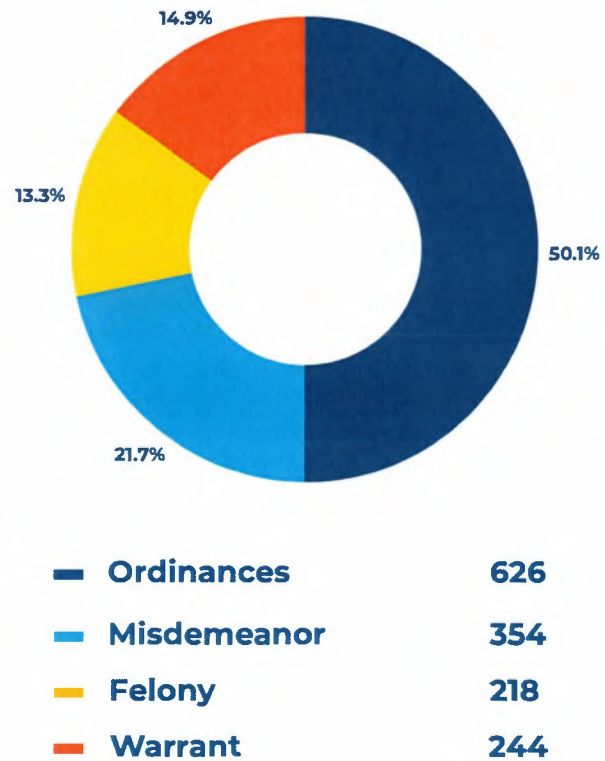
Sworn Officers  
**62**

Dispatch Personnel  
**15**

## Traffic Activity



## Officer Arrests



The Franklin Police Departments Patrol Officers are the first responding units on a wide variety of calls for service. When not dispatched to calls, officers enforce traffic law, city ordinances, and patrol problem areas.

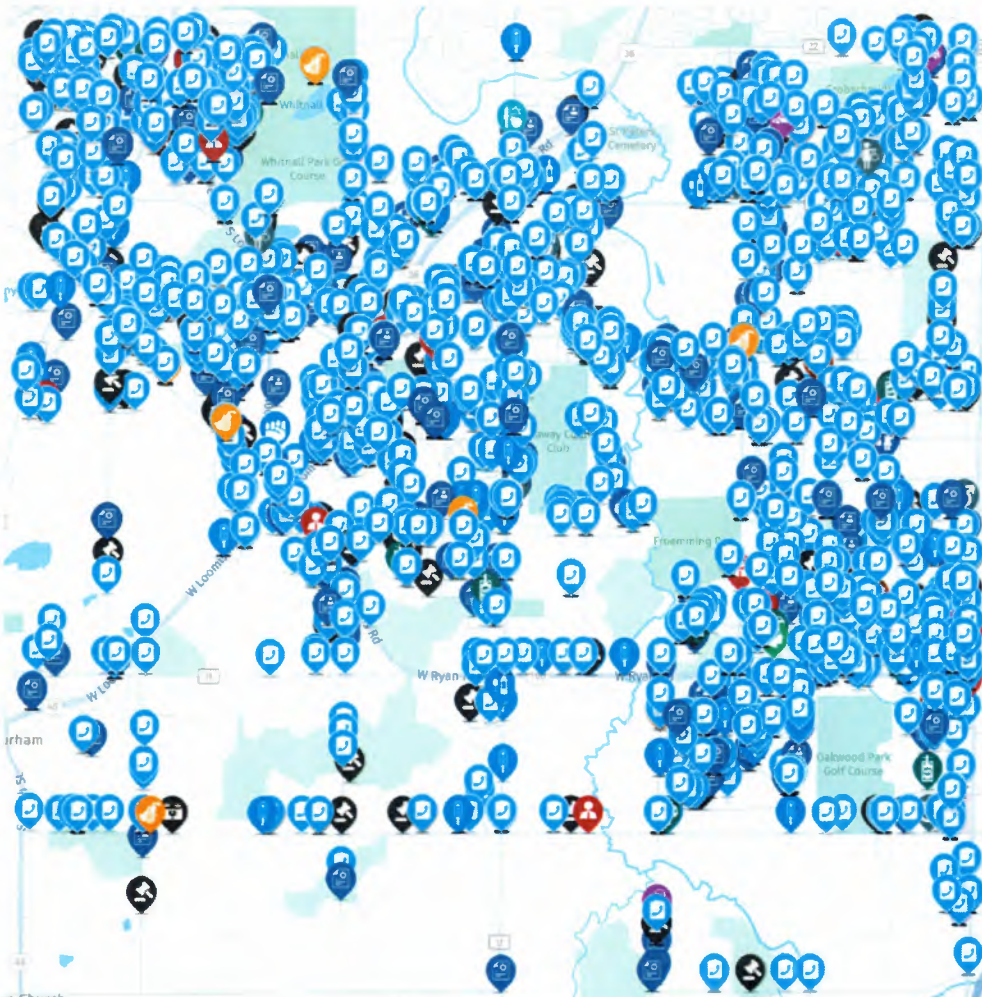
# Communications



The Franklin Police Department has a 24/7 dispatch center within the city. Our Dispatch Team field thousands of calls for service a year. A Department Dispatch Center ensures professional high quality service and is the life-line to our city.



- Administrative
- All Other Offenses
- Case/Call
- Forgery and Counterfeiting
- Liquor Laws
- Miscellaneous Public Report
- Motor Vehicle Theft
- Prostitution and Commercialized Vice
- Traffic Violation Reported
- Vandallsm - CDTF
- Weapons - Carry, Possess etc.



**27,090**  
Police Calls for Service

**5,312**  
Fire Calls for Service

# Retirements



The Franklin Police Department bids a fond farewell to three incredible members of our department. Thank you for your years of dedication, leadership, and commitment to excellence.

Captain Dan Morris (above left) retired after 28 years of service to the City of Franklin. Dispatcher Alice Boziel (above middle) retired after 31 years of service to the City of Franklin. Maureen Schick (above right) retired after 46 years of service to the City of Franklin. All three left a lasting impact through their hard work, leadership, and commitment to excellence.



# Promotions



**Captain Jason Ireland**

On 01/21/2025, Jason Ireland was promoted from Sergeant to Captain.



**Sergeant Mark Goers**

On 01/21/2025, Mark Goers was promoted from Detective to Sergeant



**Sergeant James Malkowski**

On 01/21/2025, James Malkowski was promoted from Patrol Officer to Sergeant



**Sergeant James D'Angelo**

On 07/22/2025, James D'Angelo was promoted from Patrol Officer to Sergeant



**Detective Amy Wahl**

On 02/21/2025, Amy Wahl was promoted from Patrol Officer to Detective

# New Hires



In 2025, the Franklin Police Department welcomed five new officers to the department. Officer Cameron Botsch (above left) was hired as a Patrol Officer and came with previous Law Enforcement experience with the Sturtevant Police Department. Officer Brandon Dudley (above right) graduated the Waukesha County Technical College's Police Academy. Officer Amanda Losiniecki (below left), Officer William Wilson (below middle), and Officer Kaylee Acevedo (bottom right) graduated the Milwaukee Area Technical College's Police Academy.



# New Hires



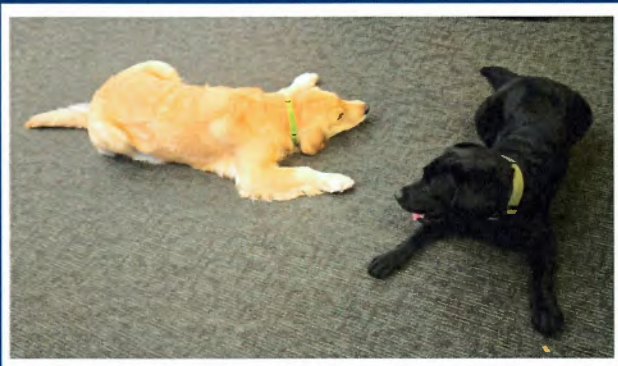
The Franklin Police Department welcomed three new dispatchers in 2025. Steven Adduci (Left), Gabrielle Mauch (Middle), and Julia Vroman (Right)



# New Hires



The Franklin Police Department added two new specialty K-9s to the Department. Clover (above left) joined in July 2025 and Cayman (above right) joined November 2025. Clover's handler is Police Officer Gary Wallace and Cayman's handler is Detective Margarita Paro.



# Franklin Police Department - 2025 Awards



FRPD was honored by the Southwest Milwaukee Optimist Club with their Heroes Award, given in recognition of serving youth and the community.

Officer Matthew Jankowski was honored during Steve Scaffidi's salute to service segment on 620 WTMJ for his public service efforts and building relationships with the community.

Chief Craig Liermann was honored to accept an award from the 31st Street Safety Committee in recognition of his hard work towards safety in our community.

In 2025, at the WTSOA conference, Sergeant James Malkowski received a DRE Outstanding Performance Awards for his actions while investigating an OWI Homicide incident in November of 2024 and Police Officer Ryan Thompson received the Valedictorian award.



# Specialty Units

## Honor Guard

Specializes in ceremonial duties and police funeral procedures.

## Bicycle

Provides highly visible, mobile patrols that enhance safety and community engagement.

## Drug Recognition Expert (DRE)

Participates in the Drug Evaluation and Classification Program to identify drug-impaired drivers.

## Traffic Enforcement

Focuses on traffic-related issues, including speed enforcement and crash investigations.

## Peer Support

Offers confidential support and guidance to officers and staff, helping them manage stress, maintain well-being, and access resources when needed.

## Motor

Due to their maneuverability, motorcycles can navigate through traffic more quickly and access areas that standard patrol vehicles cannot, such as bike trails and parks.

## K-9

Established in 1991, this unit utilizes dual-purpose dogs trained in both patrol and narcotics detection, electronic device detection, and a trained therapy dog.

## S.W.A.T.

A part-time, multi-jurisdictional team consisting of members from the Franklin, Greendale, and Hales Corners Police Departments

## Unmanned Aircraft System (U.A.S.)

Assists in investigations and scene documentation.



# Bicycle



## Meet the FRPD Bicycle Unit

Consists of 4 Officers with 1 new addition in 2025.



## Community Engagement

By using bicycles, officers can respond quickly to incidents, deter crime through increased presence, and interact directly with community members.

The unit also participates in public safety programs and community events, such as:

- Civic Celebration
- St Martin's Fair
- Bike Rodeo



The Bicycle Unit provides highly visible, mobile patrols that enhance safety and community engagement. Bicycle officers patrol neighborhoods, parks, trails, and special events.

# Peer Support



The Franklin Police Department's Peer Support Team consists of 9 dedicated members who provide confidential, peer-based support to coworkers experiencing personal or professional challenges. In 2025 Sgt. Phillip Martinez joined the Peer Support Team. The team's goal is to promote wellness, resilience, and access to resources, especially after critical incidents.

Peer Support Members are not mental health professionals, but they are trained in active listening, stress management, and referral practices. Employees may contact them directly, or the team may be activated by leadership following a major incident.

Conversations with peer support members are confidential except in cases involving threats of harm, abuse reporting requirements, or court orders. The Peer Support Team works alongside, but does not replace, professional counseling, Employee Assistance Programs, or medical services.



# K-9 Unit



**REX**

Narcotics Detection & Patrol  
Officer Adam Graf



**HARLEY**

Narcotics Detection & Patrol  
Officer Jedd Miller

The K9 Unit is an integral part of the Police Department assisting patrol officers in the apprehension of criminals, locating missing persons, and detecting/locating illegal narcotics and weapons.

Both K-9's retired in December 2025 after 8 years of service with the department.

A Community Resource Dog travels to events and helps educate the public about crime prevention. Clover is also in training to become a Therapy Dog who will assist with Department members and the public.

An Electronic Storage Detection dog is capable of locating electronic storage devices used to conceal evidence of child exploitation among other digital crimes.



**CLOVER**

Community Resource &  
Victim Services  
Officer Gary Wallace



**CAYMAN**

Electronic Storage Detection  
Detective Margarita Paro

# E.O.W.

On August 19th, 2025, with profound sadness the Franklin Police Department announced the passing of K-9 Murphy following a brief illness.

K-9 Murphy faithfully served the Department and the Franklin community for more than six years, demonstrating unwavering dedication, loyalty, and courage. He was a trusted partner to Sgt. Mackenzie Koster and an esteemed member of the Franklin Police family.

We honor K-9 Murphy's service and lasting impact on our community. He will be deeply missed.





# S.W.A.T.

*Special Weapons and Tactics*



Our S.W.A.T. (Special Weapons and Tactics) team, The Southwest Metro S.W.A.T. plays a crucial role in keeping the community safe. This team is comprised of 22 individuals with 2 new additions in 2025. This multi-jurisdictional team consists of members from the Franklin Police Department, Village of Greendale Police Department, and the Village of Hales Corners Police Department.



Each S.W.A.T. member has passed a rigorous tryout to be part of this team. After being selected, the training continues and includes additional individual and team training every year.



The types of calls S.W.A.T. is deployed, or called out for, are: armed barricaded subjects, hostage rescue operations, high risk warrant service, or other situation where the tactical abilities and/or knowledge of the team or specific members would be beneficial for the department or community.

# Unmanned Aircraft System (UAS)

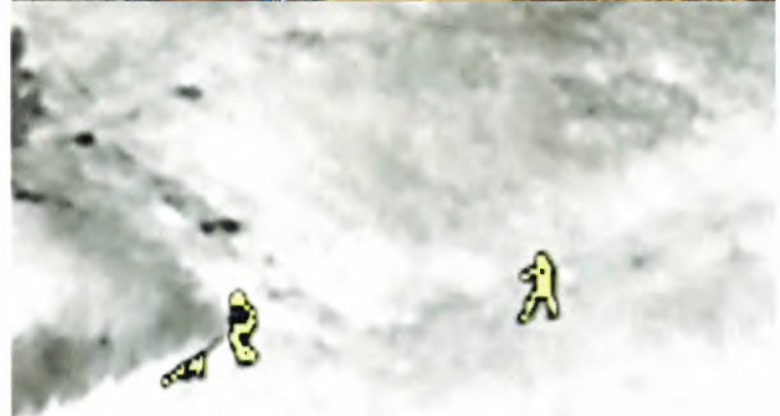


By using UAS responsibly, the Department is able to respond more effectively to emergencies, enhance safety for both officers and the community, and document critical incidents safely and efficiently.

The Franklin Police Department UAS unit consists of 10 total pilots with 4 new additions in 2025. Each officer assigned has passed the FAA Part 107 exam. FRPD uses drone technology to enhance public safety, assist with emergencies and support law enforcement operations.

## Our UAS may be deployed for:

- Search and rescue missions
- Disaster response and damage assessments
- Documenting crime scenes and traffic crashes
- Supporting tactical operations during dangerous incidents
- Protecting officer and community safety in hazardous environments
- Public safety demonstrations or approved community events



# School Resource Officer (SRO)



Officer Dave Crissey



In 2025, the Franklin Police Department, Franklin Public Schools, and the Franklin Common Council agreed to an additional School Resource Officer Position. Officer Dave Crissey was appointed and currently is assigned to the Franklin High School. Officer Crissey is also assigned Southwood Glen Elementary and Pleasant View Elementary.



Officer Amy Hempe



Officer Amy Hempe was reallocated from the Franklin High School SRO to the Forest Park Middle School. Officer Hempe also is assigned Ben Franklin Elementary, Country Dale Elementary and Robinwood Elementary.

# Adopt a School

## Indian Community School

**Officer Jedd Miller**



## Country Dale Elementary

**Detective Melissa Tromp**



## Pleasant View Elementary

**Detective Amy Wahl**



The Department also has dedicated police officers who want to be involved with our community schools who are not designated School Resource Officers. When Officer Hempe and/or Officer Crissey are unavailable to assist with daily community oriented policing in our Franklin Schools, specific Franklin Police Officers assist at their “adopted” school.

# Adopt a School

**Officer Gary Wallace**



**Ben Franklin Elementary**



**Officer Gabe Frusti**



**Southwood Glen Elementary**



**Officer Nick Demotto**



**Robinwood Elementary**



# Auxiliary Unit

*Community Volunteers supporting  
Franklin Police since 1956*



The Franklin Police Department is proud to have a dedicated group of Franklin resident volunteers who dedicate countless hours of their time to our community.

## **In 2025, Police Auxiliary:**

- 7 active volunteers
- 445 volunteer hours
- Supported sporting events, community events, National Night Out, and Shop with a Cop.

Any Franklin residents who want to become a foundational addition to our department can apply.

## **Auxiliary Roster**

Brian West - Unit Commander  
Julie Chapman  
William Mikich  
Brooke Moersfelder  
George Griffith  
Matthew Hauke  
Chardra Kammari



# Retirements



Auxiliary Gary Elkins (above left) retired after 12 years of voluntary service to the City of Franklin. Joe Gaffney (above middle) retired after 41 years of voluntary service to the City of Franklin. Ajay Mishra (above right) retired after 1 year of voluntary service to the City of Franklin.

Auxiliaries play a crucial role in the mission of the Franklin Police Department. We are honored to have had the above three gentlemen volunteer for our Department to contribute to the positive impact on our community

# Franklin Night Out



In August 2025, police officers and local partners came together for National Night Out. Numerous police apparatus and equipment were on display. Officers answered questions about crime prevention and the many other community-oriented policing programs offered by the Franklin Police Department. Area businesses were also displayed outside of the Library.

# Special Events



**Battle**  
Of the Badges

**Saturday, 08/30/25**  
Stick around after the Milkmen take on the Dockhounds to watch Franklin's finest battle



# Citizen Academy 2025

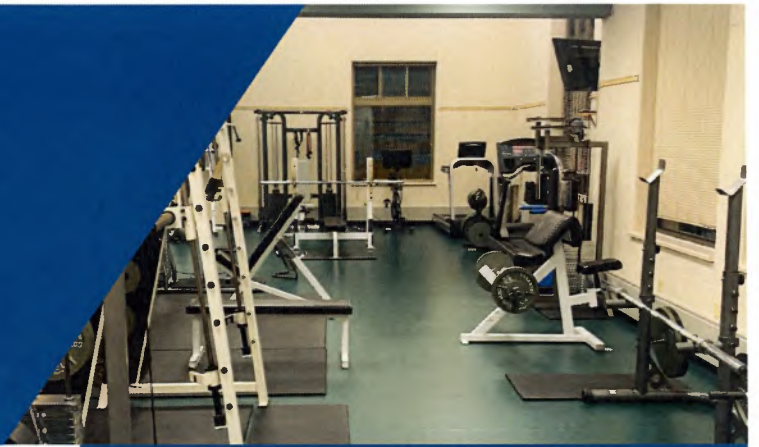


Citizens of Franklin can apply to have a unique opportunity to participate in the Police Department's annual Citizen Academy. The citizens who are selected become members of the Police Department's Citizen Academy and receive a behind-the-scenes look into the Franklin Police Department.

The citizens get first hand experience in the procedures and laws that govern Law Enforcement along with hands on experience in many different facets inside of Law Enforcement. Citizens experience processing a crime scene, traffic stops, and tactical scenarios. Post-graduation, citizens have the opportunity to ride-along with an officer during their shift.



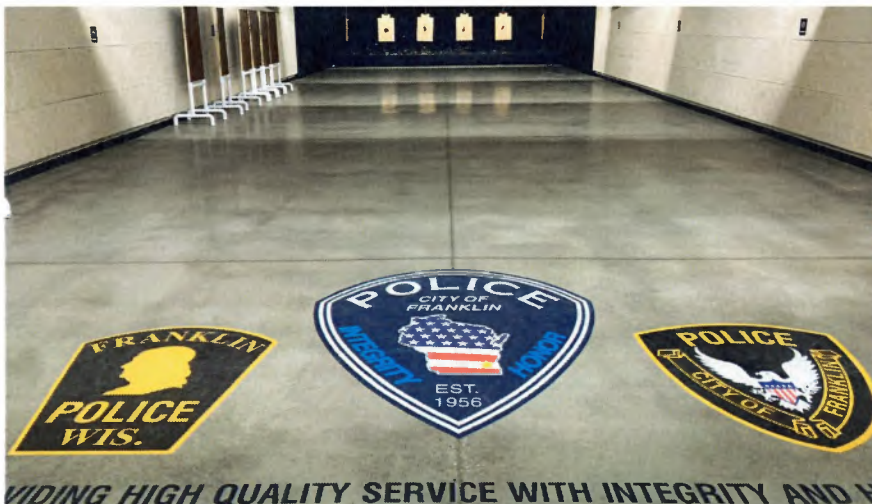
# Training



The Franklin Police Department ensures its personnel are highly trained, knowledgeable, and models of the law enforcement community. The Franklin Police Department has an in-house shooting range, virtual reality simulator, training shoot house and officers attend in-house training opportunities.

FRPD personnel attends Law Enforcement specialized training at colleges across the State of Wisconsin on an annual basis.

**4693** Hours  
Total Training  
Hours for  
Department  
Personnel



# STOP FINANCIAL SCAMS



## Protect yourself. Protect your money.

A message from the Wisconsin Department of Justice,  
Division of Criminal Investigation



### Before you withdraw cash

If someone is asking you to take out a large amount of money, **pause**. You may be in the middle of a **SCAM**.

#### Ask yourself:

- Are you being pressured to act quickly?
- Is someone on the phone telling you what to do right now?
- Were you told to lie to the bank staff, or to family, about why you need the cash?
- Were you told not to talk to anyone about this or keep it a secret?
- Are you afraid, confused, or unsure?

If you can answer “**yes**” to any of these questions – **STOP**.  
Don't hand over your money.

#### ⚠ What might be happening

Scammers often pretend to be:

- Law enforcement or government (IRS, Social Security, “court,” “warrants”)
- Tech support
- Bank staff
- A family member or romantic partner “in trouble”

Scammers can sound convincing, but they are not who they claim to be.

Cash, gift cards, cryptocurrency, wire transfers, are all **red flags**.

#### ⚠ Remember

A real government official will never ask you to withdraw money.

#### ☎ What to do next

*You are not alone.  
Help is available right now.*

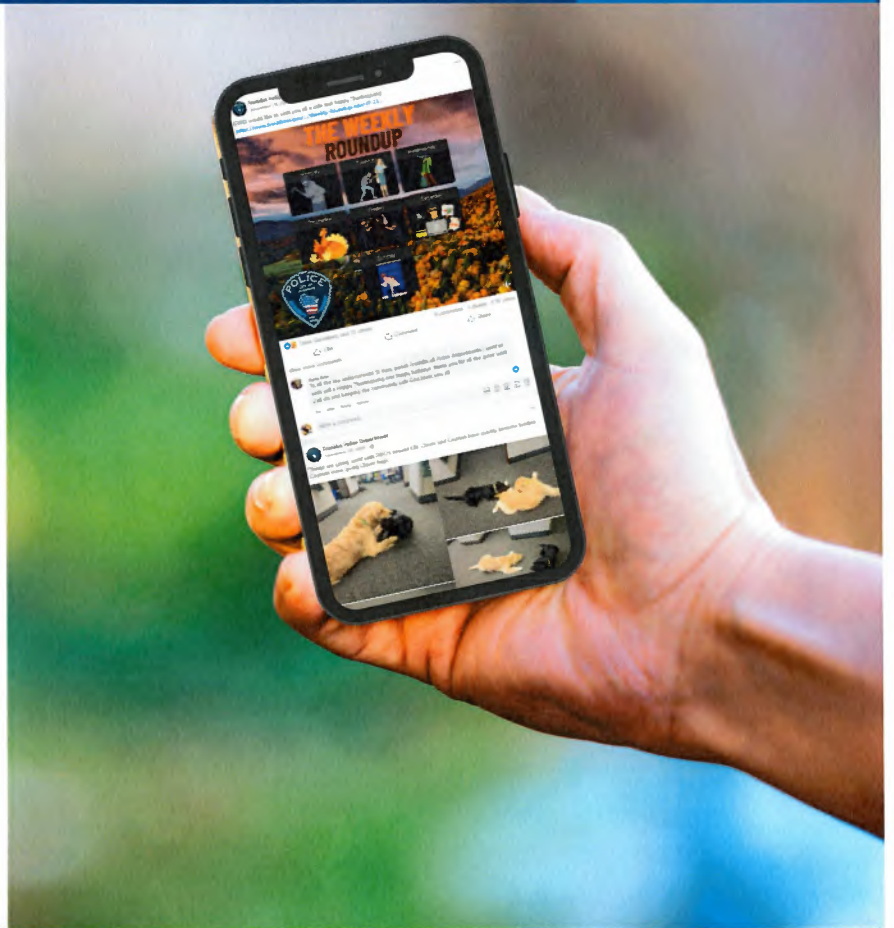
#### Call for help:

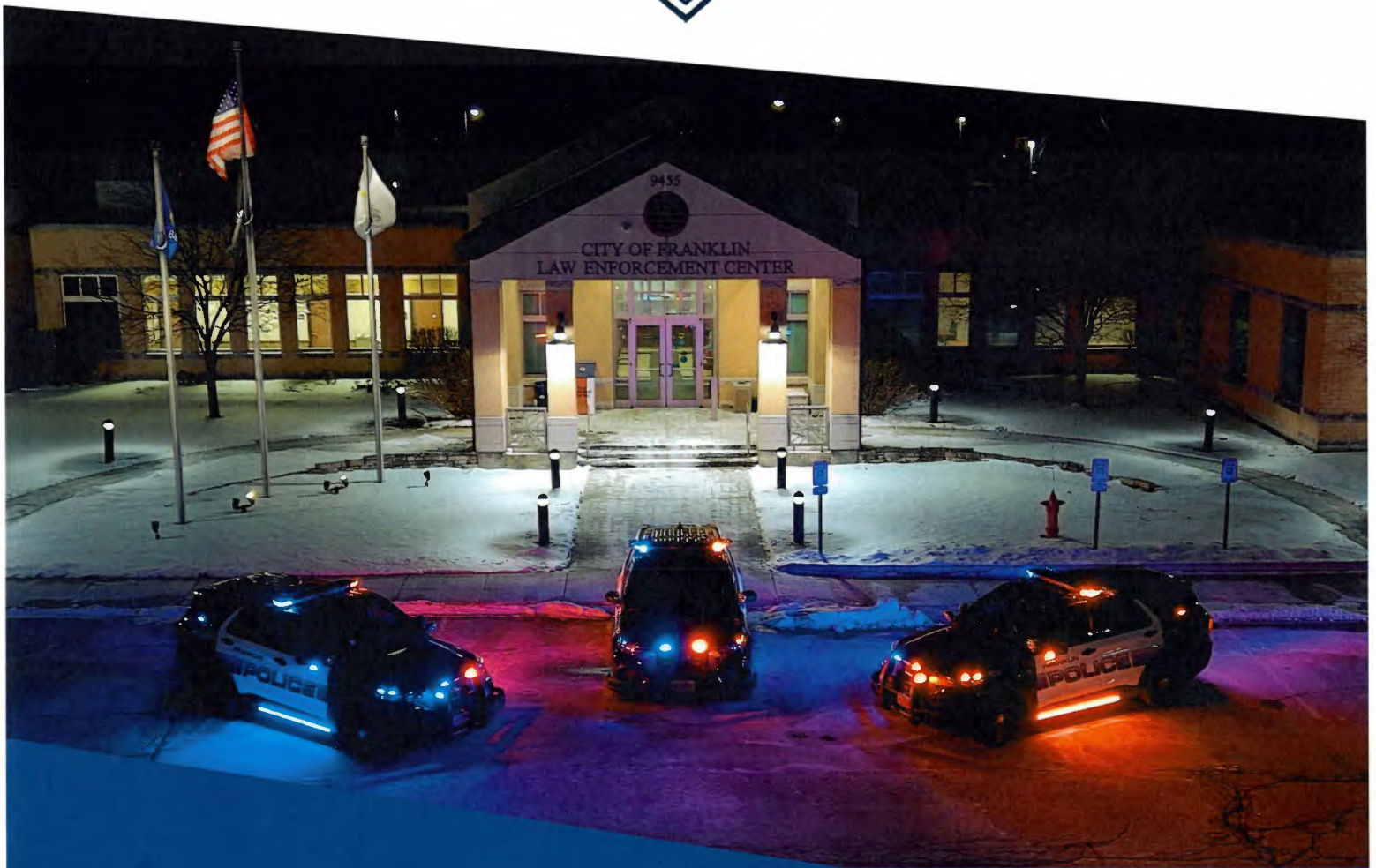
- Wisconsin Elder Abuse Hotline (833) 586-0107
- Medicaid Fraud & Elder Abuse Unit (800) 488-3780
- DATCP Consumer Protection Hotline (800) 422-7128

**If you or someone you know is in immediate danger, CALL 911.**

# Let's Stay In Touch!

Stay Connected with the Franklin Police Department to receive updates on community events and critical incident information





To be a model of professionalism and efficiency in the law enforcement community, reduce crime, enhance safety, and improve the quality of life in our community.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>April 21, 2026</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>A Resolution Adopting the Milwaukee County Emergency Management Hazard Mitigation Plan as the official Hazard Mitigation Plan of the City of Franklin</b>	<b>ITEM NUMBER</b>  <i>G.11.</i>

**Background**

In 2025, the City of Franklin collaborated with other municipalities and the Milwaukee County Office of Emergency Management (OEM) in updating the county’s Hazard Mitigation Plan. The Federal Emergency Management Agency (FEMA) required Hazard Mitigation Plan is a strategic document created by state, county and local governments to identify natural disaster risks (such as floods, wildfires, and tornados) and develop plans to reduce vulnerability and enhance mitigation strategies.

This plan allows Milwaukee County and individual municipalities to be eligible for hazard mitigation grants through FEMA. Due to recent flooding events, the county and municipalities have an increased potential of receiving future hazard mitigation grant funding from FEMA. For local municipalities to be eligible for this funding, they must each adopt the plan locally.

The 2025 Hazard Mitigation Plan spans over 437 pages and can be viewed at the web link below:

<https://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-345-milwaukee-county-hazard-mitigation-plan.pdf>

**Financial Note**

There is no financial commitment to the City of Franklin for participating in this agreement, however, its adoption is required to receive hazard mitigation grant funding from FEMA.

**COUNCIL ACTION REQUESTED**

**Motion to adopt Resolution No 2026-\_\_\_\_\_, A Resolution Adopting the Milwaukee County  
Emergency Management Hazard Mitigation Plan as the official Hazard Mitigation Plan of the  
City of Franklin**

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION TO ADOPT THE MILWAUKEE COUNTY EMERGENCY  
MANAGEMENT HAZARD MITIGATION PLAN AS THE OFFICIAL HAZARD  
MITIGATION PLAN OF THE CITY OF FRANKLIN

WHEREAS, the City of Franklin recognizes the threat that natural disasters pose to people and property; and

WHEREAS, undertaking hazard mitigation action before disasters occur will reduce loss of life and property, human suffering, economic disruption, and disaster assistance costs; and

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of federal grant funding for future mitigation projects funded by the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP); and

WHEREAS, intergovernmental cooperation for purposes of hazard mitigation should be encouraged, and the City of Franklin participated jointly in the planning process with other municipal units of government within the county to prepare this updated Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to the adoption of the Milwaukee County Emergency Management Hazard Mitigation Plan as the official Hazard Mitigation Plan of the City of Franklin

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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



**FEMA**

May 22, 2025

Ms. Heather Thole  
State Hazard Mitigation Officer  
Wisconsin Emergency Management  
2400 Wright Street, P.O. Box 7865  
Madison, WI 53707-7865  
Reference: Adoption Needed to Finish Local Hazard Mitigation Plan Process

Dear Ms. Thole:

The Risk Analysis Branch of FEMA Region 5 Mitigation Division has determined the local mitigation plan meets all applicable FEMA mitigation planning requirements except its adoption by the participating jurisdictions of the Milwaukee County Hazard Mitigation Plan 2025.

Mitigation plans may include additional content to meet Element H: Additional State Requirements or content the local government included beyond applicable FEMA mitigation planning requirements. Determination that the plan is Approvable Pending Adoption does not include the review or approval of content that exceeds these applicable FEMA mitigation planning requirements.

An approved local mitigation plan, including adoption by the local government, is one of the conditions for applying for and/or receiving FEMA mitigation grants from the following programs:

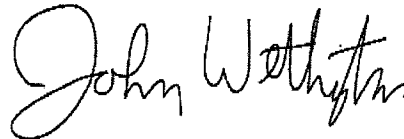
- Hazard Mitigation Grant Program (HMGP)
- HMGP Post-Fire
- Building Resilient Infrastructure and Communities
- Flood Mitigation Assistance
- Safeguarding Tomorrow Revolving Loan Fund

Participating jurisdictions that adopt the plan more than one year after APA status has been issued must either:

- Validate that their information in the plan remains current with respect to both the risk assessment (no recent hazard events, no changes in development) and their mitigation strategy (no changes necessary); or
- Make necessary updates before submitting the adoption resolution to FEMA.

We look forward to receiving the adoption resolution(s) and discussing options for implementing this mitigation plan. If there are any questions from either you or the communities, please contact Meghan Cuneo at (202) 615-5294 or [Meghan.cuneo@fema.dhs.gov](mailto:Meghan.cuneo@fema.dhs.gov).

Sincerely,

A handwritten signature in black ink that reads "John Wethington". The signature is written in a cursive, flowing style.

John Wethington  
Chief, Risk Analysis Branch  
Mitigation Division

Enclosures: Plan Participants Status List and Local Plan Review Tool

Enclosure: Plan Participant Status List

Below is the list of the approvable pending adoption jurisdictions in the referenced hazard mitigation plan. Please submit an adoption resolution for each jurisdiction to be included as an approved participant of the plan.

Community Name	Jurisdiction Status
1) Bayside village	APA
2) Brown Deer village	APA
3) Cudahy city	APA
4) Fox Point village	APA
5) Franklin city	APA
6) Glendale city	APA
7) Greendale village	APA
8) Greenfield city	APA
9) Hales Corners village	APA
10) Milwaukee County	APA
11) Oak Creek city	APA
12) River Hills village	APA
13) Shorewood village	APA
14) South Milwaukee city	APA
15) St. Francis city	APA
16) Wauwatosa city	APA
17) West Allis city	APA
18) West Milwaukee village	APA
19) Whitefish Bay village	APA

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 21, 2026
REPORTS & RECOMMENDATIONS	November, 2025 Financial Report	ITEM NUMBER G.12,

**Background**

The November, 2025 Financial Report is attached.

The Finance Committee reviewed this report at its March 24, 2026 meeting and recommends its acceptance.

The Director of Finance & Treasurer will be available to answer any questions.

**COUNCIL ACTION REQUESTED**

Receive and place on file.

Finance Dept - DB

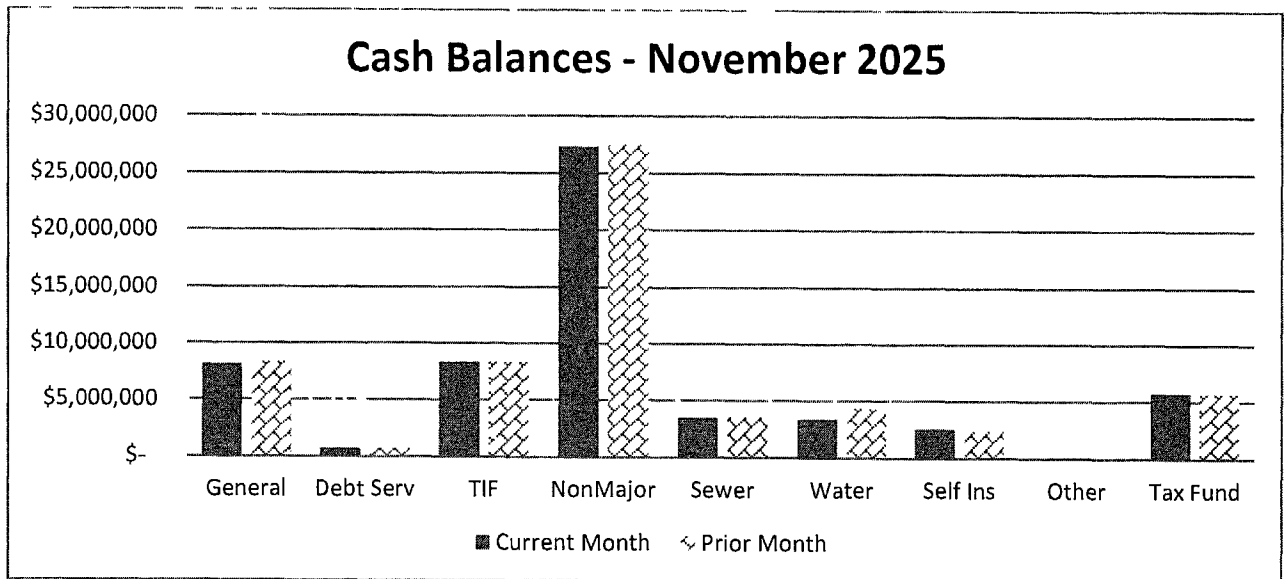
Date: March 24, 2026  
 To: Mayor Nelson, Common Council and Finance Committee Members  
 From: Danielle Brown, Director of Finance & Treasurer  
 Subject: November, 2025 Financial Report

The November 2025 financial reports for the General Fund, Debt Service Fund, TID Funds, Library, Solid Waste Fund, Tourism, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, American Rescue Plan Fund, Opioid Settlement Fund, Non-Major Funds, Utility Development, Sanitary Sewer, Self-Insurance Fund, and Post Employment Insurance Fund are attached.

The budget allocation is completed using an average of the last five years actual spending against the Original Budget, amendments to the 2025 budget are excluded from the Year to Date budget allocation. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

**Cash & Investments Summary** – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored.

Cash & Investments in the General Governmental Funds totaling \$44.4 million. The General Fund Cash Account comprises mostly of non-governmental funds and funding in the TID's. Debt service fund reserves are kept to steadily make principal and interest payments. Nongovernmental funds comprise of a significant amount of impact fees, development funds and capital funds.



**GENERAL FUND** – revenues of \$30.4 million are \$240,000 lower than budget. Tax levy came in relatively close to budget, Most other revenues are coming in relatively close to budget except for licenses & permits and investment income. The budget reflected higher interest income than received. Building permits are coming in slower because of delayed development. Landfill siting revenue is exceeding budget which was not expected. Planning increased their fees and have exceeded their budgeted revenues for 2025 so far. Fines and forfeitures are up 18%.

Year to Date November's expenditures of \$27.9 million are \$1.5 million less than budget. Vacancies in the Public Safety and Public Works departments and underspending has played a significant role in the decrease in expenditure spending thus far.

Expenditure items of note are:

- Transfers to support Capital projects have not been made.

A \$2.2 million surplus is \$1.3 million greater than budget. Overall conservative spending has resulted in a budget surplus through November.

**DEBT SERVICE** – Debt payments were made March 1 and September 1 as required.

#### **TIF Districts –**

TID5 – The \$1.355 million 2025 Increment was collected. All debt service payments were made in March and interest payments were made in September. The TID has a -\$43,000 fund balance. Any TID that previously had personal property will now receive state aid payments that replace property tax revenue lost from newly exempt property. TID 5 received \$103,000 in state exempt aid. This aid will stay at the same amount until the TID closes. A developer minimum assessment guarantee was billed in December 2024 totaling \$700,000. A total of \$324,694 has been paid to date. There is \$24.4 million of outstanding GO debt related to this TID as well as an outstanding \$3.5 million Municipal Revenue Obligation. There have been minimal discussions regarding future development within TID 5 to help minimize the risk of shortfall payments and increase total tax increment.

TID6 – The \$440,000 2025 Increment was collected. All debt service payments were made in March and interest payments were made in September. The TID has a \$937,000 deficit fund balance. TID 5 received \$785 in state exempt aid. This aid will stay at the same amount until the TID closes. The TID has \$8.6 million in outstanding GO debt. There are 3 developer minimum assessment guarantees that were billed in December 2024 totaling \$306,000. There is one additional minimum assessment guarantee that will be added to the schedule in 2025 if minimum assessment requirements are not met. Two of the guarantees have been paid with one outstanding totaling \$36,300 with interest and penalties. Development has continued to progress at a slower rate than anticipated in the project plan. Further delays in development may bring issues towards TID closure.

TID7 – The \$768,000 2025 Increment was collected. There is no more activity in TID 7 at this time. The TID has one more developable parcel that hasn't had traction. The TID has a \$6.85 million fund balance due to the repayment of the mortgage loan and sale of Velo Village. The TID has \$4.99 million in outstanding Debt as well as a \$14.9 million MRO that will continue to be paid annually only with available tax increment.

TID8 – The \$1.4 million 2025 Increment was collected. Slowed development on the Vanguard site has triggered a developer minimum assessment guarantee payment in 2024. A 2<sup>nd</sup> amendment to the Vanguard agreement defers the minimum assessment guarantee until 2030 with the expectation that the assessed value will increase to \$40 million instead of \$33 million. All debt service payments were made in March and interest payments were made in September. Further development discussions have been in

the works which should produce increment to perform remaining infrastructure projects. The TID has a \$617,000 deficit fund balance with \$3.5 million in outstanding GO debt.

**TID9** – This TID was created for the Carmex Laboratories development as well as surrounding development opportunities. An advance from the General Fund totaling \$50,000 was complete to cover TID creation costs. This advance is set to be repaid on available increment generation. The TID has a \$300,000 fund balance. Carmex Labs completed construction and has added significant value to the TID in 2025. The TID has \$1.88 million in outstanding Debt. Increment will be received in January 2026.

**SOLID WASTE FUND** – Activity is occurring as budgeted. 2025 user fees were put on the tax roll and settled in January. Tipping fees exceed the budget, but tipping revenue offsets the expenditures.

**CAPITAL OUTLAY FUND** – Landfill siting revenues have increased allowing for a surplus in the fund balance. The Police Department and DPW Department have started participating in the Enterprise Fleet Vehicle Program. This has been going very well, with the City's vehicles being replaced at pace consistent with budget funding. The IT Department has purchased the HPE Warranty Extension for the 3Par Sans for City Hall and the Police Department and continued progress on the Microsoft 365 migration project. The IT has also purchased the 2025 computer equipment upgrades for all departments in the project. The Police Department have purchased tasers and paid for year 1 of 5-year agreement. The Fire Department has paid for the remaining portion of the Advanced Defibrillator Equipment purchased in 2024. The Planning Department has completed the UDO Rewrite project, but have requested to carry forward funding for the CORP & Comprehensive Master Plan as that was not complete in 2025.

**EQUIPMENT REPLACEMENT FUND** – Landfill siting revenues are relatively higher than budget. The Fire Department has purchased the setup equipment for the new battalion chief vehicle. The DPW Department has encumbered funds for a 2025 Truck Chassis, a bucket truck, a street sweeper, a Tandem Axle Truck Chassis, a compact wheel loader, and 2 dump trucks with plows.

**STREET IMPROVEMENT FUND** – Revenues are in line with budget. The 2025 program is complete with the DPW building improvements moving to 2026.

**CAPITAL IMPROVEMENT FUND** – The \$3.6 million encumbrance is for projects in progress and the Puetz Pathway project. The negative fund balance will be corrected with the transfer from the General Fund and quarter 4 transfer of park impact fees.

**DEVELOPMENT FUND** – Impact fee collections are very strong with several larger permits being pulled. The large Water Impact fee was collected on the Planet Fitness site (7199 S 76<sup>th</sup> St.) and the Modine Manufacturing Company (3303 W. Oakwood Rd.). Investment income is coming in higher than budget. There have been no expenses except for a transfer of park impact fees to the Capital Improvement Fund to cover eligible projects.

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**SELF INSURANCE FUND** – Revenues are slightly below budget. Expenditures are lower than budget by \$1.0 million due to a decrease in claims. Decreased claims costs provide a fund balance surplus of \$285,000.

**RETIREE HEALTH FUND** – Benefit payments are stable in 2025. In past years, additional participant contributions have been approved. Current market conditions allow for the minimum contributions to be made. The OPEB Net Position is current at 114% for year end 2024, which allowed for no additional contributions to be required. Ending fund balance is \$11 million.

**City of Franklin**  
**Cash & Investments Summary**  
**November 30, 2025**

	Cash	American Deposit Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ 4,100,890	\$ 67,188	\$ 3,925,249	\$ 8,093,327	\$ 8,316,059
Debt Service Funds	200,725	507,814	-	708,539	706,966
TIF Districts	(4,672,214)	13,015,930	-	8,343,716	8,332,181
Nonmajor Governmental Funds	4,695,955	22,652,998	-	27,348,953	27,470,120
<b>Total Governmental Funds</b>	<b>4,325,355</b>	<b>36,243,931</b>	<b>3,925,249</b>	<b>44,494,535</b>	<b>44,825,326</b>
Sewer Fund	1,099,668	2,392,585	-	3,492,253	3,546,291
Water Utility	108,235	3,252,337	-	3,360,573	4,304,707
Self Insurance Fund	341,875	2,189,671	-	2,531,546	2,515,484
Other Designated Funds	14,928	-	-	14,928	16,081
<b>Total Other Funds</b>	<b>1,564,706</b>	<b>7,834,593</b>	<b>-</b>	<b>9,399,299</b>	<b>10,382,563</b>
<b>Total Pooled Cash &amp; Investments</b>	<b>5,890,061</b>	<b>44,078,524</b>	<b>3,925,249</b>	<b>53,893,834</b>	<b>55,207,890</b>
Property Tax Fund	5,961,444	(218,636)	-	5,742,808	5,717,232
<b>Total Trust Funds</b>	<b>5,961,444</b>	<b>(218,636)</b>	<b>-</b>	<b>5,742,808</b>	<b>5,717,232</b>
<b>Grand Total Cash &amp; Investments</b>	<b>11,851,506</b>	<b>43,859,888</b>	<b>3,925,249</b>	<b>59,636,642</b>	<b>60,925,122</b>
<b>Average Floating Rate of Return</b>		3.76%	4.02%		
<b>Avg Weighted Rate of Return - CD's</b>		0.00%			
<b>Maturities:</b>					
Demand	11,851,506	43,859,888	3,925,249	59,636,642	60,925,122
Fixed Income & Equities					
No maturities scheduled	-	-	-	-	-
	<b>11,851,506</b>	<b>43,859,888</b>	<b>3,925,249</b>	<b>59,636,642</b>	<b>60,925,122</b>

**City of Franklin**  
**2025 Financial Report**  
**General Fund Summary**  
For the Eleven months ended November 30, 2025

<u>Revenue</u>	<b>2025 Annual Budget</b>	<b>2025 Amended Budget</b>	<b>2025 Year-to-Date Budget</b>	<b>2025 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
Property Taxes	\$ 20,988,725	\$ 20,988,725	\$ 20,624,038	\$ 20,404,876	\$ (219,162)
Other Taxes	473,180	473,180	403,859	408,845	4,986
Intergovernmental Revenue	3,061,230	3,061,230	3,027,473	3,102,069	74,596
Licenses & Permits	1,244,525	1,244,525	1,172,361	996,918	(175,443)
Law and Ordinance Violations	430,000	430,000	396,047	468,152	72,105
Public Charges for Services	3,059,250	3,059,250	2,725,180	2,875,479	150,299
Intergovernmental Charges	310,000	310,000	291,216	308,741	17,525
Investment Income	915,867	915,867	840,348	624,812	(215,536)
Sales of Capital Assets	-	-	-	-	-
Miscellaneous Revenue	142,500	147,000	124,302	153,661	29,359
Refund/Reimbursement - Elec	-	-	-	49,339	49,339
Transfer from Other Funds	877,200	877,200	832,991	804,100	(28,891)
<b>Total Revenue</b>	<b>\$ 31,502,477</b>	<b>\$ 31,506,977</b>	<b>\$ 30,437,815</b>	<b>\$ 30,196,992</b>	<b>\$ (240,823)</b>

<u>Expenditures</u>	<b>2025 Annual Budget</b>	<b>2025 Amended Budget</b>	<b>2025 Year-to-Date Budget</b>	<b>2025 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
General Government	\$ 3,763,449	\$ 3,956,067	\$ 3,476,128	\$ 3,536,276	E \$ (60,148)
Public Safety	20,990,426	21,190,976	19,302,297	19,015,474	E 286,823
Public Works	4,685,780	4,773,210	4,102,210	3,858,356	E 243,854
Health and Human Services	809,019	809,019	721,817	764,271	(42,454)
Other Culture and Recreation	410,027	441,247	352,338	282,139	E 70,199
Conservation and Development	852,776	865,676	771,448	671,923	E 99,525
Contingency and Unclassified	2,720,000	2,602,012	200,452	52,031	148,421
Anticipated underexpenditures	(300,000)	(300,000)	(275,000)	-	(275,000)
Transfers to Other Funds	928,800	928,800	857,317	71,000	786,317
Encumbrances	-	-	-	(311,657)	311,657
<b>Total Expenditures</b>	<b>\$ 34,860,277</b>	<b>\$ 35,267,007</b>	<b>\$ 29,509,007</b>	<b>\$ 27,939,813</b>	<b>\$ 1,569,194</b>
Excess of revenue over (under) expenditures	(3,357,800)	(3,760,030)	<u>\$ 928,808</u>	2,257,179	<u>\$ 1,328,371</u>
Fund balance, beginning of year	15,039,241	15,039,241		15,039,241	
<b>Fund balance, end of period</b>	<b>\$ 11,681,441</b>	<b>\$ 11,279,211</b>		<b>\$ 17,296,420</b>	

E Represents an encumbrance for current year from prior year

**City of Franklin  
Debt Service Funds  
Balance Sheet  
November 30, 2025 and 2024**

	2025 Special Assessment	2025 Debt Service	2025 Total	2024 Special Assessment	2024 Debt Service	2024 Total
<b>Assets</b>						
Cash and investments	\$ 226,026	\$ 482,513	\$ 708,539	\$ 214,778	\$ 481,634	\$ 696,412
Taxes receivable	-	-	-	-	-	-
Accounts receivable	4,934	-	4,934	6,159	-	6,159
<b>Total Assets</b>	<b>\$ 230,960</b>	<b>\$ 482,513</b>	<b>\$ 713,473</b>	<b>\$ 220,937</b>	<b>\$ 481,634</b>	<b>\$ 702,571</b>
<b>Liabilities and Fund Balance</b>						
Unearned & unavailable revenue	\$ 4,934	\$ -	\$ 4,934	\$ 6,159	\$ -	\$ 6,159
Due to other funds	-	-	-	-	-	-
Special Deposits	-	-	-	-	-	-
Unassigned fund balance	226,026	482,513	708,539	214,778	481,634	696,412
<b>Total Liabilities and Fund Balance</b>	<b>\$ 230,960</b>	<b>\$ 482,513</b>	<b>\$ 713,473</b>	<b>\$ 220,937</b>	<b>\$ 481,634</b>	<b>\$ 702,571</b>

**Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024**

	2025 Special Assessment	2025 Debt Service	2025 Year-to-Date Actual	2025 Original Budget	51 2024 Special Assessment	31 2024 Debt Service	2024 Year-to-Date Actual
<b>Revenue:</b>							
Property Taxes	\$ -	\$ 1,140,000	\$ 1,140,000	\$ 1,140,000	\$ -	\$ 1,100,000	\$ 1,100,000
Landfill siting revenue	-	-	-	-	-	-	-
Special Assessments	-	-	-	2,000	2,819	-	2,819
Investment Income	8,052	27,679	35,731	36,550	9,055	28,757	37,812
Bond & Note Premium	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>8,052</b>	<b>1,167,679</b>	<b>1,175,731</b>	<b>1,178,550</b>	<b>11,874</b>	<b>1,128,757</b>	<b>1,140,631</b>
<b>Expenditures:</b>							
<b>Debt Service:</b>							
Principal	-	1,180,000	1,180,000	1,180,000	-	1,395,000	1,395,000
Interest	-	294,338	294,338	294,338	-	276,560	276,560
Bank Fees	-	1,800	1,800	1,800	-	1,800	1,800
<b>Total Expenditures</b>	<b>-</b>	<b>1,476,138</b>	<b>1,476,138</b>	<b>1,476,138</b>	<b>-</b>	<b>1,673,360</b>	<b>1,673,360</b>
Transfers in	-	307,918	307,918	307,919	-	234,308	234,308
Transfers out	-	-	-	-	-	-	-
<b>Net change in fund balances</b>	<b>8,052</b>	<b>(541)</b>	<b>7,511</b>	<b>10,331</b>	<b>11,874</b>	<b>(310,295)</b>	<b>(298,421)</b>
<b>Fund balance, beginning of year</b>	<b>217,974</b>	<b>483,054</b>	<b>701,028</b>	<b>701,028</b>	<b>202,904</b>	<b>791,929</b>	<b>994,833</b>
<b>Fund balance, end of period</b>	<b>\$ 226,026</b>	<b>\$ 482,513</b>	<b>\$ 708,539</b>	<b>\$ 711,359</b>	<b>\$ 214,778</b>	<b>\$ 481,634</b>	<b>\$ 696,412</b>

City of Franklin  
Consolidating TID Funds  
Balance Sheet  
As of November 30, 2025

	Ballpark Commons TID 5 ***	Loomis & Ryan TID 6 ***	Velo Village TID 7	Corporate Park TID 8	Carma Labs TID 9	Total
<b>Assets</b>						
Cash & Investments	\$ (57,367)	\$ 83,093	\$ 6,866,439	\$ 293,602	\$ 1,157,947	\$ 8,343,714
Accounts Receivables	412,955	35,027	-	-	-	447,982
Interest Receivables	-	-	-	-	-	-
Taxes Receivables	0	-	-	-	-	0
Total Assets	\$ 355,588	\$ 118,120	\$ 6,866,439	\$ 293,602	\$ 1,157,947	\$ 8,791,696
<b>Liabilities and Fund Balance</b>						
Accounts Payable	-	\$ 13,949	-	-	\$ 58,581	\$ 72,530
Accrued Liabilities	-	-	-	-	-	-
Interfund Advance from Development Fund	-	-	-	-	-	-
Due to other funds - Interfund Advance	-	-	-	911,433	50,000	961,433
Advances from Other Funds	-	796,376	-	-	750,000	1,546,376
Deferred Inflow	398,596	245,372	-	-	-	643,968
Unearned Revenue	0	-	-	-	-	0
Total Liabilities	398,596	1,055,697	-	911,433	858,581	3,224,307
Ending Fund Balance	(43,008)	(937,577)	6,866,439	(617,831)	299,366	5,567,389
Total Liabilities and Fund Balance	\$ 355,588	\$ 118,120	\$ 6,866,439	\$ 293,602	\$ 1,157,947	\$ 8,791,696

GO Debt Outstanding  
Internal Advances Outstanding  
MRO Outstanding  
\*\*\* Additional MRO's committed to but not issued

Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025

	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Carma Labs TID 9	Total
<b>Revenue</b>						
General Property Tax Levy	\$ 1,355,371	\$ 440,692	\$ 768,925	\$ 1,453,768	\$ -	\$ 4,018,756
Payment in Lieu of Tax	-	-	-	-	-	-
State Exempt Aid	103,388	787	-	100,951	-	205,106
Special assessments	-	-	-	-	-	-
Investment Income	37,541	7,455	274,179	-	70,553	389,728
Bond Proceeds	-	-	-	-	2,111	2,111
Other Taxes	-	-	-	-	-	-
Miscellaneous revenue	-	-	-	-	-	-
Total Revenue	1,496,280	448,934	1,043,104	1,554,719	72,664	4,615,701
<b>Expenditures</b>						
Debt Service Principal	\$ 1,550,000	\$ 520,000	\$ 100,000	\$ -	\$ -	\$ 2,170,000
Debt Service Interest & Fees	599,203	228,053	124,080	76,300	115,567	1,143,203
Administrative Expenses	18,590	36,115	6,050	54,780	50,468	168,003
Refunded Property Taxes	-	-	-	-	-	-
Culture, recreation and education	-	-	-	-	-	-
Professional Services	17,564	1,511	(4,727)	55,386	1,574	71,308
Capital outlay	-	163,810	-	412,553	1,797,638	2,374,001
Development Incentive & Obligation Payments	-	-	816,000	-	-	816,000
Encumbrances	-	(163,810)	7,500	(388,044)	(328,494)	(872,848)
Total Expenditures	2,185,357	787,679	1,048,903	210,975	1,636,763	5,669,667
Excess of revenue over expenditures Transfers in(out)	(689,077)	(338,745)	(5,799)	1,343,744	(1,564,089)	(1,253,966)
Fund balance, beginning of year	646,069	(598,832)	6,872,238	(1,961,575)	1,863,455	6,821,354
Fund balance, end of period	\$ (43,008)	\$ (937,577)	\$ 6,866,439	\$ (617,831)	\$ 299,366	\$ 5,567,388

City of Franklin  
Tax Increment Financing District #5  
Balance Sheet  
As of November 30, 2025

<u>Assets</u>	2025	2024
Cash & investments	\$ (57,367)	\$ 256,515
Accounts receivable	412,955	-
Taxes receivable	0	0
Total Assets	<u>\$ 355,588</u>	<u>\$ 256,515</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Deferred Inflow	398,596	-
Unearned Revenue	\$ 0	\$ 0.23
Total Liabilities	<u>398,596</u>	<u>0</u>
Assigned fund balance	(43,008)	256,515
Total Liabilities and Fund Balance	<u>\$ 355,588</u>	<u>\$ 256,515</u>

Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024

	2025 Annual Budget	2025 Amended Budget	2025 Year-to-Date Budget	2025 Year-to-Date Actual	2024 Year-to-Date Actual
<b>Revenue</b>					
General Property Tax Levy	\$ 1,300,000	\$ 1,300,000	\$ 501,000	\$ 1,355,371	\$ 1,166,952
Payment in Lieu of Tax	85,000	85,000	77,917	-	-
State Exempt Aid	103,380	103,380	94,765	103,368	12,883
Special assessments	-	-	-	-	-
Investment Income	-	-	-	37,541	44,747
Bond Proceeds	-	-	-	-	130
Miscellaneous revenue	759,000	759,000	695,750	-	979,683
Total Revenue	<u>2,247,380</u>	<u>2,247,380</u>	<u>1,369,432</u>	<u>1,496,280</u>	<u>2,204,394</u>
<b>Expenditures</b>					
Debt service principal	1,550,000	1,550,000	1,420,833	1,550,000	1,550,000
Debt service interest & fees	599,203	599,203	584,492	599,203	703,953
Administrative expenses	20,305	20,305	18,643	18,590	39,820
Culture, recreation and education	-	-	-	-	-
Professional services	35,175	35,175	32,669	17,564	75,422
Capital outlays	-	-	-	-	-
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	-	-
Total Expenditures	<u>2,204,683</u>	<u>2,204,683</u>	<u>2,056,637</u>	<u>2,185,357</u>	<u>2,369,194</u>
Revenue over (under) expenditures	42,697	42,697	(687,205)	(689,077)	(164,800)
Fund balance, beginning of year	<u>1,044,664</u>	<u>1,044,664</u>	<u>1,044,664</u>	<u>646,069</u>	<u>421,315</u>
Fund balance, end of period	<u>\$ 1,087,361</u>	<u>\$ 1,087,361</u>	<u>\$ 357,459</u>	<u>\$ (43,008)</u>	<u>\$ 256,515</u>

**City of Franklin**  
**Tax Increment Financing District #6 - Loomis & Ryan**  
**Balance Sheet**  
**As of November 30, 2025**

<u>Assets</u>	2025	2024
Cash & investments	\$ 83,093	\$ (70,836)
Accounts receivable	35,027	221,922
Total Assets	<u>\$ 118,120</u>	<u>\$ 151,086</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 13,949	\$ 13,948
Due to other funds - Interfund Advance	-	-
Advances from Other Funds	796,376	796,376
Total Liabilities	<u>1,055,697</u>	<u>810,324</u>
Assigned fund balance	(937,577)	(659,238)
Total Liabilities and Fund Balance	<u>\$ 118,120</u>	<u>\$ 151,086</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2025 and 2024**

	2025 Annual Budget	2025 Year-to-Date Budget	2025 Year-to-Date Actual	2024 Year-to-Date Actual
<b>Revenue</b>				
General Property Tax Levy	\$ 421,000	\$ 385,917	\$ 440,692	\$ 292,539
Payment in Lieu of Tax	326,000	298,833	-	700,527
State Exempt Aid	785	720	787	-
Investment Income	-	-	7,455	-
Miscellaneous revenue	-	-	-	6,395
Total Revenue	<u>747,785</u>	<u>685,470</u>	<u>448,934</u>	<u>999,461</u>
<b>Expenditures</b>				
Debt service principal	520,000	476,667	520,000	370,000
Debt service interest & fees	228,053	224,590	228,053	243,353
Administrative expenses	41,540	38,079	38,115	7,260
Professional services	7,925	7,277	1,511	3,387
Capital outlays	-	-	163,810	163,810
Encumbrances	-	-	(163,810)	(163,810)
Total Expenditures	<u>797,518</u>	<u>746,613</u>	<u>787,679</u>	<u>623,999</u>
Revenue over (under) expenditures	(49,733)	(61,143)	(338,745)	375,462
Fund balance, beginning of year	<u>(598,832)</u>	<u>(598,832)</u>	<u>(598,832)</u>	<u>(1,034,701)</u>
Fund balance, end of period	<u>\$ (648,565)</u>	<u>\$ (659,975)</u>	<u>\$ (937,577)</u>	<u>\$ (659,239)</u>

City of Franklin  
Tax Increment Financing District #7 - Velo Village  
Balance Sheet  
As of November 30, 2025

<u>Assets</u>	2025	2024
Cash & investments	\$ 6,866,439	\$ 6,850,448
Accounts receivable	-	-
Interest receivable	-	-
Taxes receivable	-	-
Total Assets	<u>\$ 6,866,439</u>	<u>\$ 6,850,448</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Advances from Other Funds	0	0
Deferred Inflow	-	-
Total Liabilities	<u>-</u>	<u>-</u>
Assigned fund balance	6,866,439	6,850,448
Total Liabilities and Fund Balance	<u>\$ 6,866,439</u>	<u>\$ 6,850,448</u>

Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024

	2025 Annual Budget	2025 Amended Budget	2025 Year-to-Date Budget	2025 Year-to-Date Actual	2024 Year-to-Date Actual
<b>Revenue</b>					
General Property Tax Levy	\$ 737,000	\$ 737,000	\$ 12,500	\$ 768,925	\$ 727,429
Investment Income	195,000	195,000	178,750	274,179	225,351
Miscellaneous revenue	-	-	-	-	-
Total Revenue	<u>932,000</u>	<u>932,000</u>	<u>191,250</u>	<u>1,043,104</u>	<u>952,780</u>
<b>Expenditures</b>					
Debt service interest & fees	124,081	124,081	113,741	124,080	126,080
Administrative expenses	6,600	6,600	6,050	6,050	7,260
Professional services	3,550	3,550	3,255	(4,727)	(6,527)
Development incentive & obligation payments	816,000	816,000	748,000	816,000	816,000
Encumbrances	-	-	-	7,500	7,500
Total Expenditures	<u>1,050,231</u>	<u>1,050,231</u>	<u>962,713</u>	<u>1,048,903</u>	<u>1,050,313</u>
Revenue over (under) expenditures	(118,231)	(118,231)	(771,463)	(5,799)	(97,532)
Fund balance, beginning of year	<u>6,872,238</u>	<u>6,872,238</u>	<u>6,872,238</u>	<u>6,872,238</u>	<u>6,947,981</u>
Fund balance, end of period	<u>\$ 6,754,007</u>	<u>\$ 6,754,007</u>	<u>\$ 6,100,775</u>	<u>\$ 6,866,439</u>	<u>\$ 6,850,448</u>

City of Franklin  
Tax Increment Financing District #8 - Corporate Park  
Balance Sheet  
As of November 30, 2025

<u>Assets</u>	2025	2024
Cash & investments	\$ 293,602	\$ (1,089,301)
<b>Total Assets</b>	<b>\$ 293,602</b>	<b>\$ (1,089,301)</b>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ -
Due to other funds - Interfund Advance	911,433	-
Advances from Other Funds	-	911,433
<b>Total Liabilities</b>	<b>911,433</b>	<b>911,433</b>
Assigned fund balance	(617,831)	(2,000,734)
<b>Total Liabilities and Fund Balance</b>	<b>\$ 293,602</b>	<b>\$ (1,089,301)</b>

**Statement of Revenue, Expenses and Fund Balance**  
For the Eleven months ended November 30, 2025 and 2024

	2025 Annual Budget	2025 Amended Budget	2025 Year-to-Date Budget	2025 Year-to-Date Actual	2024 Year-to-Date Actual
<b>Revenue</b>					
General Property Tax Levy	\$ 1,513,000	\$ 1,513,000	\$ 1,386,917	\$ 1,453,768	\$ 755,803
State Exempt Aid	100,950	100,950	92,538	100,951	-
Bond Proceeds	0	0	-	-	4,648
<b>Total Revenue</b>	<b>1,613,950</b>	<b>1,613,950</b>	<b>1,479,455</b>	<b>1,554,719</b>	<b>760,451</b>
<b>Expenditures</b>					
Debt service interest & fees	76,300	76,300	69,942	76,300	76,300
Administrative expenses	59,740	59,740	54,762	54,780	34,320
Professional services	62,175	62,175	56,994	55,386	103,503
Capital outlays	-	412,553	-	412,553	1,144,854
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	(388,044)	(525,739)
<b>Total Expenditures</b>	<b>198,215</b>	<b>610,768</b>	<b>181,698</b>	<b>210,975</b>	<b>858,208</b>
Revenue over (under) expenditures	1,415,735	1,003,182	1,297,757	1,343,744	(97,757)
Fund balance, beginning of year	(1,961,575)	(1,961,575)	(1,961,575)	(1,961,575)	(1,902,977)
Fund balance, end of period	<b>\$ (545,840)</b>	<b>\$ (958,393)</b>	<b>\$ (663,818)</b>	<b>\$ (617,831)</b>	<b>\$ (2,000,734)</b>

City of Franklin  
Tax Increment Financing District #9 - Carma Labs  
Balance Sheet  
As of November 30, 2025

<u>Assets</u>	2025	2024
Cash & investments	\$ 1,157,947	\$ 1,910,571
Accounts receivable	-	-
Taxes receivable	-	-
Total Assets	<u>\$ 1,157,947</u>	<u>\$ 1,910,571</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 58,581	\$ -
Accrued Liabilities	-	-
Interfund Advance from Development Fund	-	-
Due to other funds - Interfund Advance	50,000	50,000
Advances from Other Funds	750,000	-
Deferred Inflow	-	-
Unearned Revenue	-	-
Total Liabilities	<u>858,581</u>	<u>50,000</u>
Assigned fund balance	299,366	1,860,571
Total Liabilities and Fund Balance	<u>\$ 1,157,947</u>	<u>\$ 1,910,571</u>

Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024

	2025 Annual Budget	2025 Amended Budget	2025 Year-to-Date Budget	2025 Year-to-Date Actual	2024 Year-to-Date Actual
<b>Revenue</b>					
General Property Tax Levy	\$ -	\$ -	\$ -	\$ -	\$ -
Payment in Lieu of Tax	-	-	-	-	-
State Exempt Aid	-	-	-	-	-
Special assessments	-	-	-	-	-
Investment Income	-	-	-	70,553	29,459
Bond Proceeds	0	0	-	2,111	1,963,210
Miscellaneous revenue	-	-	-	-	-
Total Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>72,664</u>	<u>1,992,669</u>
<b>Expenditures</b>					
Debt service principal	-	-	-	-	-
Debt service interest & fees	90,213	90,213	82,695	115,567	67,150
Administrative expenses	55,125	55,125	50,532	50,468	42,790
Culture, recreation and education	-	-	-	-	-
Professional services	10,000	10,000	9,167	1,574	22,158
Capital outlays	750,000	750,000	687,500	1,797,638	-
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	(328,494)	-
Total Expenditures	<u>905,338</u>	<u>905,338</u>	<u>829,894</u>	<u>1,636,753</u>	<u>132,098</u>
Revenue over (under) expenditures	(905,338)	(905,338)	(829,894)	(1,564,089)	1,860,571
Fund balance, beginning of year	<u>1,863,455</u>	<u>1,863,455</u>	<u>1,863,455</u>	<u>1,863,455</u>	<u>-</u>
Fund balance, end of period	<u>\$ 958,117</u>	<u>\$ 958,117</u>	<u>\$ 1,033,561</u>	<u>\$ 299,366</u>	<u>\$ 1,860,571</u>

**City of Franklin  
Capital Improvement Fund  
Balance Sheet  
November 30, 2025 and 2024**

<u>Assets</u>	<u>2025</u>	<u>2024</u>
Cash and investments	\$ (388,445)	\$ 2,340,778
Taxes receivable	-	-
Due from State of Wisconsin	-	-
Accounts receivables	847	847
Unclassified - JCI Escrow Cash	315,097	-
<b>Total Assets</b>	<b>\$ (72,501)</b>	<b>\$ 2,341,625</b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Contracts Payable	157,372	124,677
Miscellaneous Payables/Spec Dep Escrow	-	-
Deferred Inflow	-	-
Assigned fund balance	(229,873)	2,216,948
<b>Total Liabilities and Fund Balance</b>	<b>\$ (72,501)</b>	<b>\$ 2,341,625</b>

**Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024**

	<u>2025 Original Budget</u>	<u>2025 Amended Budget</u>	<u>2025 Year-to-Date Budget</u>	<u>2025 Year-to-Date Totals</u>	<u>2024 Year-to-Date Totals</u>
<b>Revenue:</b>					
Block Grants	\$ -	\$ -	\$ -	\$ 33,040	\$ 24,210
Other Grants	-	-	-	-	-
DPW Charges	-	-	-	-	-
Landfill Siting	159,000	159,000	127,806	166,440	126,230
Transfers from Other Funds	-	718,000	-	-	-
Transfers from General Funds	857,800	857,800	857,800	-	-
Transfers from Impact Fees	1,100,128	1,100,128	908,743	546,434	532,088
Transfers from Connection Fees	725,000	725,000	-	-	-
Transfers from Special Assessments	-	-	-	-	-
Bond Proceeds	-	-	-	-	220,999
Notes Proceeds	-	-	-	-	-
Bond & Notes Premium	-	-	-	-	-
Donations	-	-	-	-	50,000
Refunds, Reimbursements & Miscellaneous	-	-	-	-	1
Investment Income	32,500	32,500	29,792	155,811	69,535
<b>Total Revenue</b>	<b>2,874,428</b>	<b>3,592,428</b>	<b>1,924,141</b>	<b>901,725</b>	<b>1,023,062</b>
<b>Expenditures:</b>					
General Government	-	885,081	-	560,666	3,517,147
Public Safety	-	-	-	-	-
Public Works	120,000	2,271,653	110,000	2,601,828	4,231,083
Health and Human Services	-	-	-	-	-
Culture and Recreation (Lib/Parks)	1,774,400	3,312,269	1,626,533	4,705,718	2,898,540
Conservation and Development	-	-	-	-	-
Sewer & Water	725,000	943,356	627,083	218,356	213,664
Contingency	150,000	150,000	150,000	-	-
Bond/Note Issuance Cost	-	-	-	-	-
Transfers to Other Funds	-	-	-	-	-
Encumbrances	-	-	-	(3,678,398)	(5,533,881)
<b>Total Expenditures</b>	<b>2,769,400</b>	<b>7,562,359</b>	<b>2,513,616</b>	<b>4,408,170</b>	<b>5,326,553</b>
Revenue over (under) expenditures	105,028	(3,969,931)	(589,475)	(3,506,445)	(4,303,490)
Fund balance, beginning of year	3,276,572	3,276,572	-	3,276,572	6,520,438
<b>Fund balance, end of period</b>	<b>\$ 3,381,600</b>	<b>\$ (693,359)</b>	<b>\$ (229,873)</b>	<b>\$ (229,873)</b>	<b>\$ 2,216,948</b>

City of Franklin  
Capital Outlay Fund  
Balance Sheet  
November 30, 2025 and 2024

<u>Assets</u>	<u>2025</u>	<u>2024</u>
Cash and investments	\$ 1,689,393	\$ 1,807,897
Accounts Receivables	33,639	8,088
Total Assets	<u>\$ 1,723,032</u>	<u>\$ 1,815,985</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 5,510	\$ 5,313
Assigned fund balance	1,717,522	1,810,672
Total Liabilities and Fund Balance	<u>\$ 1,723,032</u>	<u>\$ 1,815,985</u>

Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024

	<u>2025 Original Budget</u>	<u>2025 Amended Budget</u>	<u>2025 Year-to-Date Budget</u>	<u>2025 Year-to-Date Actual</u>	<u>2024 Year-to-Date Actual</u>
<b>Revenue:</b>					
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	-	73,000	-	78,851	196,565
Landfill Siting	954,000	954,000	833,121	999,011	914,505
Investment Income	26,000	26,000	23,833	44,404	47,509
Miscellaneous Revenue	32,000	32,000	29,200	95,134	56,349
Transfers from Other Funds	-	-	-	-	7,000
Total Revenue	<u>1,012,000</u>	<u>1,085,000</u>	<u>886,154</u>	<u>1,217,400</u>	<u>1,221,928</u>
<b>Expenditures:</b>					
General Government	208,409	517,455	153,798	459,346 e	351,371
Public Safety	417,380	698,411	360,472	576,775 E	585,110
Public Works	119,780	208,364	108,845	139,506 E	272,886
Health and Human Services	3,880	9,488	1,940	9,488	40,218
Culture and Recreation	300,000	300,000	267,399	300,000	7,981
Conservation and Development	106,000	131,828	97,166	31,828 E	113,241
Contingency	10,000	10,000	-	-	-
Encumbrances	-	-	-	(150,952)	(335,836)
Total Expenditures	<u>1,165,449</u>	<u>1,875,546</u>	<u>989,620</u>	<u>1,365,991</u>	<u>1,034,971</u>
Revenue over (under) expenditures	(153,449)	(790,546)	<u>(103,466)</u>	(148,591)	186,957
Fund balance, beginning of year	<u>1,866,113</u>	<u>1,866,113</u>		<u>1,866,113</u>	<u>1,623,716</u>
Fund balance, end of period	<u>\$ 1,712,664</u>	<u>\$ 1,075,566</u>		<u>\$ 1,717,522</u>	<u>\$ 1,810,672</u>

**City of Franklin  
Development Fund  
Balance Sheet  
November 30, 2025 and 2024**

<u>Assets</u>	<u>2025</u>	<u>2024</u>
Cash and investments	\$ 12,281,712	\$ 13,764,660
Other accounts receivable	3,265	3,265
Due From TID's	-	-
Due From TID's	-	-
<b>Total Assets</b>	<b>\$ 12,284,977</b>	<b>\$ 13,767,925</b>
<b><u>Liabilities and Fund Balance</u></b>		
Accrued Liabilities	\$ 38,444	\$ 38,444
Accounts Payable	-	-
Payable to Developers- Oversizing	-	-
Unearned Revenue - Other	-	-
Non-Spendable Fund Balance - Advances	-	-
Encumbrance	-	-
Assigned fund balance	12,246,533	13,729,481
<b>Total Liabilities and Fund Balance</b>	<b>12,284,977</b>	<b>13,767,925</b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024**

	<u>2025 Original Budget</u>	<u>2025 Amended Budget</u>	<u>2025 Year-to-Date Budget</u>	<u>2025 Year-to-Date Actual</u>	<u>2024 Year-to-Date Actual</u>
<b>Revenue:</b>					
Impact Fees:					
Parks	\$ 175,000	\$ 175,000	\$ 150,062	\$ 155,953	\$ 120,885
Southwest Sewer Service Area	50,000	50,000	39,880	229,331	227,962
Administration	15,000	15,000	13,117	3,876	4,444
Water	750,000	750,000	668,457	946,207	384,256
Transportation	150,000	150,000	127,730	61,264	64,045
Fire Protection	100,000	100,000	85,629	42,042	43,994
Law Enforcement	100,000	100,000	86,000	47,996	50,265
Library	30,000	30,000	25,882	27,432	23,698
<b>Total Impact Fees</b>	1,370,000	1,370,000	1,196,757	1,514,101	919,549
Miscellaneous Revenue	-	-	-	-	-
Investment Income	315,000	315,000	288,750	493,758	610,422
Investment Gains/Losses	-	-	-	-	-
Interfund Interest Income	-	-	-	-	-
<b>Total Revenue</b>	1,685,000	1,685,000	1,485,507	2,007,859	1,529,971
<b>Expenditures:</b>					
Other Professional Services	30,000	30,000	25,212	0	4,806
Transfer to Debt Service:					
Law Enforcement	90,000	90,000	67,500	90,000	125,600
Fire	32,418	32,418	23,715	32,418	43,008
Transportation	96,700	96,700	68,003	96,700	65,700
Library	88,800	88,800	44,400	88,800	-
Encumbrances	-	-	-	-	-
<b>Total Transfers to Debt Service</b>	307,918	307,918	203,618	307,918	234,308
Transfer to Capital Improvement Fund:					
Park	995,100	995,100	818,718	639,434 E	625,088
Water	-	-	-	-	-
<b>Total Transfers to Capital Improvement Fund</b>	995,100	995,100	818,718	639,434 E	625,088
Reimb to Developers & Others	-	-	-	-	-
Transfer to Other Funds	-	-	-	-	-
Capital Improvements	-	-	-	-	-
Sewer Fees	-	-	-	-	-
Water Fees	-	-	-	-	-
Encumbrances	-	-	-	(93,000)	(95,970)
<b>Total Expenditures</b>	1,333,018	1,333,018	1,047,548	854,352	768,232
Revenue over (under) expenditures	351,982	351,982	437,959	1,153,507	761,739
Fund balance, beginning of year	11,093,026	11,093,026		11,093,026	12,967,743
<b>Fund balance, end of period</b>	<b>\$ 11,445,008</b>	<b>\$ 11,445,008</b>		<b>\$ 12,246,533</b>	<b>\$ 13,729,481</b>

**City of Franklin  
Equipment Replacement Fund  
Balance Sheet  
November 30, 2025 and 2024**

<u>Assets</u>	<u>2025</u>	<u>2024</u>
Cash and investments	\$ 1,624,932	\$ 2,417,101
Taxes receivable	-	-
Accounts Receivable	-	-
<b>Total Assets</b>	<b><u>\$ 1,624,932</u></b>	<b><u>\$ 2,417,101</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned revenue	-	-
Encumbrance	-	-
Assigned fund balance	1,624,932	2,417,101
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 1,624,932</u></b>	<b><u>\$ 2,417,101</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024**

	<u>2025 Original Budget</u>	<u>2025 Amended Budget</u>	<u>2025 Year-to-Date Budget</u>	<u>2025 Year-to-Date Actual</u>	<u>2024 Year-to-Date Actual</u>
<b>Revenue:</b>					
Landfill	\$ 530,000	\$ 530,000	\$ 459,230	\$ 554,770	\$ 479,650
Investment Income	55,000	55,000	50,417	51,900	55,132
Grants	-	-	-	-	-
Property Sales	20,000	20,000	18,710	14,175	13,175
Refunds/Reimbursements	-	-	-	-	-
Miscellaneous Revenue-Close out TID #:	-	-	-	-	-
Transfers From Fund Balance	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-
<b>Total Revenue</b>	<b><u>605,000</u></b>	<b><u>605,000</u></b>	<b><u>528,357</u></b>	<b><u>620,845</u></b>	<b><u>547,957</u></b>
<b>Expenditures:</b>					
General Government	-	-	-	-	26,476
Public Safety	293,600	336,229	234,437	319,318 E	653,476
Public Works	1,555,000	1,555,000	1,063,159	1,471,492 E	462,400
Encumbrances	-	-	-	(667,660)	(487,290)
<b>Total Expenditures</b>	<b><u>1,848,600</u></b>	<b><u>1,891,229</u></b>	<b><u>1,297,596</u></b>	<b><u>1,123,150</u></b>	<b><u>655,063</u></b>
Revenue over (under) expenditures	(1,243,600)	(1,286,229)	<u>(769,239)</u>	(502,305)	(107,106)
Fund balance, beginning of year	<u>2,127,237</u>	<u>2,127,237</u>		<b><u>2,127,237</u></b>	2,524,207
Fund balance, end of period	<b><u>\$ 883,637</u></b>	<b><u>\$ 841,008</u></b>		<b><u>\$ 1,624,932</u></b>	<b><u>\$ 2,417,101</u></b>

**City of Franklin**  
**City of Franklin Post Employment Benefits Trust**  
**Balance Sheet**  
**November 30, 2025 and 2024**

<u>Assets</u>	<u>2025</u>	<u>2024</u>
Cash and investments	\$ (676,285)	\$ (550,728)
Investments held in trust - Fixed Inc	4,095,159	3,670,397
Investments held in trust - Equities	7,643,940	6,842,242
Accounts receivable	14,111	12,306
Due from Water Utility	-	-
Prepaid expenses	-	-
<b>Total Assets</b>	<b>\$ 11,076,925</b>	<b>\$ 9,974,217</b>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 18,119	\$ 3,906
Claims payable	60,000	60,000
Net assets held in trust for post emp	10,998,806	9,910,311
<b>Total Liabilities and Fund Balance</b>	<b>\$ 11,076,925</b>	<b>\$ 9,974,217</b>

**City of Franklin Post Employment Benefits Trust**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2025 and 2024**

<u>Revenue</u>	<u>2025</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2024</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 111,112	\$ 214,515
Medical Charges - Retirees	280,704	275,513
<b>Medical Revenue</b>	<b>391,816</b>	<b>490,028</b>
<b>Expenditures:</b>		
<b>Retirees-Medical</b>		
Medical claims	410,419	339,307
Prescription drug claims	267,173	190,769
Refunds-Stop Loss Coverage	(143,197)	(28,646)
<b>Total Claims-Retirees</b>	<b>534,395</b>	<b>501,430</b>
Medical Claim Fees	44,970	37,645
Stop Loss Premiums	118,140	105,736
Miscellaneous Expense	3,211	32,988
<b>Total Medical Costs-Retirees</b>	<b>700,716</b>	<b>677,799</b>
 Revenue over (under) expenditures	 (308,900)	 (187,771)
 Annual Required Contribution-Net	 211,419	 163,588
Other - Investment Income, etc.	1,432,452	1,564,893
<b>Total Revenues</b>	<b>1,643,871</b>	<b>1,728,481</b>
 Net Revenues (Expenditures)	 1,334,971	 1,540,710
 Net assets, beginning of year	 9,663,835	 8,369,601
 Net assets, end of period	 <b>\$ 10,998,806</b>	 <b>\$ 9,910,311</b>

**City of Franklin  
Self Insurance Fund - Actives  
Balance Sheet  
November 30, 2025 and 2024**

<u>Assets</u>	<u>2025</u>	<u>2024</u>
Cash and investments	\$ 2,595,546	\$ 2,618,107
Accounts receivable	649	324
<b>Total Assets</b>	<b><u>\$ 2,596,195</u></b>	<b><u>\$ 2,618,431</u></b>
 <u>Liabilities and Net Assets</u>		
Accounts payable	\$ 62,186	\$ 35,249
Claims payable	210,000	210,000
Special deposits	-	-
Unrestricted net assets	2,324,008	2,373,182
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 2,596,194</u></b>	<b><u>\$ 2,618,431</u></b>

**City of Franklin Self Insurance Fund - Actives  
Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024**

<u>Revenue</u>	<u>2025 Original Budget</u>	<u>2025 Year-to-Date Budget</u>	<u>2025 Year-to-Date Actual</u>	<u>2024 Year-to-Date Actual</u>
Medical Premiums-City	\$ 3,285,140	\$ 3,024,826	\$ 2,561,601	\$ 2,545,192
Medical Premiums-Employee	537,805	492,606	446,337	445,960
Other - Invest Income, Rebates	193,000	176,917	375,175	296,853
Medical Revenue	<u>4,015,945</u>	<u>3,694,349</u>	<u>3,383,113</u>	<u>3,288,005</u>
Dental Premiums-City	145,000	133,261	96,094	87,812
Dental Premiums-Retirees	3,000	2,857	1,780	882
Dental Premiums-Employee	70,000	65,096	49,785	43,659
Dental Revenue	<u>218,000</u>	<u>201,214</u>	<u>147,659</u>	<u>132,353</u>
<b>Total Revenue</b>	<b><u>4,233,945</u></b>	<b><u>3,895,563</u></b>	<b><u>3,530,772</u></b>	<b><u>3,420,358</u></b>
 <b>Expenditures:</b>				
<b>Medical</b>				
Medical claims	3,032,000	2,705,885	1,619,272	1,965,811
Prescription drug claims	490,000	449,167	785,043	562,471
Refunds-Stop Loss Coverage	-	-	(328,221)	(190,130)
Total Claims	<u>3,522,000</u>	<u>3,155,052</u>	<u>2,076,094</u>	<u>2,338,153</u>
Medical Claim Fees	147,000	136,511	226,791	172,552
Stop Loss Premiums	643,000	592,142	587,991	514,548
Other - Miscellaneous	2,700	2,475	24,180	23,661
HSA Contributions	177,000	163,385	142,375	142,375
Plan Administration	48,515	44,472	45,320	44,495
Total Medical Costs	<u>4,540,215</u>	<u>4,094,037</u>	<u>3,102,751</u>	<u>3,235,784</u>
 <b>Dental</b>				
Active Employees & COBRA	196,462	175,741	143,150	153,435
Retiree	-	-	1,866	1,107
Total Dental Costs	<u>196,462</u>	<u>175,741</u>	<u>145,016</u>	<u>154,543</u>
Claims contingency			-	-
<b>Total Expenditures</b>	<b><u>4,736,677</u></b>	<b><u>4,269,778</u></b>	<b><u>3,247,767</u></b>	<b><u>3,390,327</u></b>
Revenue over (under) expenditures	(502,732)	<u>\$ (374,215)</u>	283,005	30,031
Net assets, beginning of year	<u>2,041,003</u>		<u>2,041,003</u>	<u>2,343,151</u>
<b>Net assets, end of period</b>	<b><u>\$ 1,538,271</u></b>		<b><u>\$ 2,324,008</u></b>	<b><u>\$ 2,373,182</u></b>

**City of Franklin**  
**Solid Waste Collection Fund**  
**Balance Sheet**  
**November 30, 2025 and 2024**

<u><b>Assets</b></u>	<u><b>2025</b></u>	<u><b>2024</b></u>
Cash and investments	\$ 1,039,344	\$ 927,327
Tax Receivables	234	46
Accrued Receivables	146	508
<b>Total Assets</b>	<u><u>\$ 1,039,724</u></u>	<u><u>\$ 927,881</u></u>
<u><b>Liabilities and Fund Balance</b></u>		
Accounts payable	\$ -	\$ -
Accrued salaries & wages	-	53
Unearned Revenue	(801)	(801)
Restricted fund balance	1,040,525	928,629
<b>Total Liabilities and Fund Balance</b>	<u><u>\$ 1,039,724</u></u>	<u><u>\$ 927,881</u></u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Eleven months ended November 30, 2025 and 2024**

	<u><b>2025</b></u>	<u><b>2025</b></u>	<u><b>2025</b></u>	<u><b>2024</b></u>
	<u><b>Original</b></u>	<u><b>YTD</b></u>	<u><b>Year-to-Date</b></u>	<u><b>Year-to-Date</b></u>
<b>Revenue:</b>	<u><b>Budget</b></u>	<u><b>Budget</b></u>	<u><b>Actual</b></u>	<u><b>Actual</b></u>
Grants	\$ 69,000	\$ 69,000	\$ 68,753	\$ 68,718
User Fees	1,872,785	1,872,395	1,869,475	1,857,758
Landfill Operations-tippage	445,000	382,681	396,776	385,236
Investment Income	19,000	17,646	76,431	74,811
Sale of Recyclables	-	-	5,848	9,468
<b>Total Revenue</b>	<u><u>2,405,785</u></u>	<u><u>2,341,722</u></u>	<u><u>2,417,283</u></u>	<u><u>2,395,990</u></u>
<b>Expenditures:</b>				
Personnel Services	17,708	16,346	-	1,560
Refuse Collection	870,000	739,011	723,383	697,609
Recycling Collection	850,000	722,809	730,199	688,675
Leaf & Brush Pickups	73,160	49,065	36,832	34,680
Tippage Fees	573,000	450,666	479,466	473,642
Miscellaneous	2,500	2,250	2,011	1,552
Printing	1,000	917	-	-
Refunded User Fees	-	-	-	-
Encumbrances	-	-	-	-
<b>Total Expenditures</b>	<u><u>2,387,368</u></u>	<u><u>1,981,064</u></u>	<u><u>1,971,891</u></u>	<u><u>1,897,718</u></u>
 Revenue over (under) expenditures	 18,417	 <u><u>360,658</u></u>	 445,392	 498,271
 Fund balance, beginning of year	 <u>595,133</u>		 <u>595,133</u>	 <u>430,358</u>
 Fund balance, end of period	 <u><u>\$ 613,550</u></u>		 <u><u>\$ 1,040,525</u></u>	 <u><u>\$ 928,629</u></u>

**City of Franklin  
Street Improvement Fund  
Balance Sheet  
November 30, 2025 and 2024**

<u>Assets</u>	<u>2025</u>	<u>2024</u>
Cash and investments	\$ 3,350,906	\$ 3,314,699
Taxes receivable	-	-
Accounts receivables (accrd landfill)	-	-
<b>Total Assets</b>	<b><u>\$ 3,350,906</u></b>	<b><u>\$ 3,314,699</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 1,171,908	\$ -
Contracts Payable - Retainages	92,365	-
Unearned revenue	-	-
Encumbrances	-	-
Assigned fund balance	2,086,633	3,314,699
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 3,350,906</u></b>	<b><u>\$ 3,314,699</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024**

	<u>2025 Original Budget</u>	<u>2025 Amended Budget</u>	<u>2025 Year-to-Date Totals</u>	<u>2024 Year-to-Date Totals</u>
<b>Revenue:</b>				
Property Taxes	\$ 300,000	\$ 300,000	\$ 300,000	\$ 291,700
Landfill Siting	530,000	530,000	554,770	530,160
Investment Income	43,900	43,900	80,143	70,715
Transfers from Other Funds	-	-	-	-
Intergovernmental Resources	1,486,000	1,486,000	1,480,015	1,394,467
<b>Total Revenue</b>	<b><u>2,359,900</u></b>	<b><u>2,359,900</u></b>	<b><u>2,414,928</u></b>	<b><u>2,287,042</u></b>
<b>Expenditures:</b>				
Street Reconstruction Program - Current Year	2,356,000	2,841,133	2,760,413	2,128,996
Encumbrances	-	-	(534,248)	(1,793,700)
<b>Total Expenditures</b>	<b><u>2,356,000</u></b>	<b><u>2,841,133</u></b>	<b><u>2,226,165</u></b>	<b><u>335,296</u></b>
Revenue over (under) expenditures	3,900	(481,233)	188,763	1,951,745
Fund balance, beginning of year	1,897,870	1,897,870	1,897,870	1,362,954
<b>Fund balance, end of period</b>	<b><u>\$ 1,901,770</u></b>	<b><u>\$ 1,416,637</u></b>	<b><u>\$ 2,086,633</u></b>	<b><u>\$ 3,314,699</u></b>

**City of Franklin  
Utility Development Fund  
Balance Sheet  
November 30, 2025 and 2024**

<u>Assets</u>	<u>2025</u>	<u>2024</u>
Cash and investments - Water	\$ 1,474,706	\$ 1,378,518
Cash and investments - Sewer	1,884,181	1,794,360
Taxes receivable	-	-
Special Assessment - Water Current	163,529	121,139
Special Assessment - Water Deferred	107,825	46,101
Special Assessment - Sewer Current	924	7,901
Special Assessment - Sewer Deferred	-	-
Reserve for Uncollectible	-	-
<b>Total Assets</b>	<u><u>\$ 3,631,165</u></u>	<u><u>\$ 3,348,019</u></u>
 <u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 272,278	\$ 175,141
<b>Total Fund Balance</b>	<u>3,358,887</u>	<u>3,172,878</u>
<b>Total Liabilities and Fund Balance</b>	<u><u>\$ 3,631,165</u></u>	<u><u>\$ 3,348,019</u></u>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Eleven months ended November 30, 2025 and 2024**

	<u>2025 Original Budget</u>	<u>2025 Year-to-Date Budget</u>	<u>2025 Year-to-Date Actual</u>	<u>2024 Year-to-Date Actual</u>
<b>Revenue:</b>				
Special Assessments:				
Water	\$ 20,000	\$ 12,369	\$ 20,287	\$ 18,501
Sewer	25,000	7,885	-	4,534
Connection Fees:				
Water	-	-	-	-
Sewer	30,000	22,344	13,020	98,160
Total Assessments & Connection Fees	<u>75,000</u>	<u>42,598</u>	<u>33,307</u>	<u>121,195</u>
Special Assessment Interest	7,500	460	-	348
Investment Income	101,400	84,500	113,863	126,993
Total Revenue	<u>183,900</u>	<u>127,558</u>	<u>147,170</u>	<u>248,536</u>
 Transfer to Capital Improvement Fund:				
Water	225,000	187,500	-	-
Sewer	500,000	416,667	-	-
Total Transfers to Capital Improvement Fund	<u>725,000</u>	<u>604,167</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(541,100)	(476,609)	147,170	248,536
Fund balance, beginning of year	<u>3,211,717</u>	<u>3,211,717</u>	<u>3,211,717</u>	<u>2,924,342</u>
Fund balance, end of period	<u><u>\$ 2,670,617</u></u>	<u><u>\$ 2,735,108</u></u>	<u><u>\$ 3,358,887</u></u>	<u><u>\$ 3,172,878</u></u>

City of Franklin

Development Fund

Summary of Impact Fee Activity  
For the nine months ended September 30, 2025

Cash Acct	4231	4232	4233	4294	4295	4296	4297	4299	27 1100 1111	Net
Revenue Acct			27-0147-5219						-27 2000 2117	Cash
Expenditure Acct			Admin Fee	Water	Transportation	Fire Protection	Law Enforcement	Library		Balance
<b>Beginning Bal, 01/01/25</b>	4,812,644.76	953,568.91	112,303.27	3,825,894.38	450,560.79	522,397.93	222,125.74	193,529.87		11,093,026
<b>1st Quarter</b>										
Impact Fees	37,764.18	60,578.00	871.98	384,533.98	13,063.78	8,957.56	10,225.76	6,642.76		522,638
Expenditures (Refunds)	4,850,408.94	1,014,146.91	113,175.25	4,210,428.36	463,624.57	531,355.49	232,351.50	200,172.63		0
Transfers										
Investment Income	65,428.73	13,323.44	1,526.72	54,414.11	6,189.97	7,134.99	3,077.27	2,665.77		0
<b>Ending balance 3/31/2025</b>	<b>4,915,837.67</b>	<b>1,027,470.35</b>	<b>114,701.97</b>	<b>4,264,842.47</b>	<b>469,814.54</b>	<b>538,490.48</b>	<b>235,428.77</b>	<b>202,838.40</b>		<b>11,769,425</b>
<b>2nd Quarter</b>										
Impact Fees	66,185.56	103,848.00	1,528.24	147,517.76	22,895.60	15,699.04	17,921.68	11,642.12		387,238
Expenditures (Refunds)	4,982,023.23	1,131,318.35	116,230.21	4,412,360.23	492,710.14	554,189.52	253,350.45	214,480.52		0
Transfers	(166,022.18)			(96,700.00)	(32,418.00)	(90,000.00)	(90,000.00)	(88,800.00)		(473,940)
Investment Income	58,326.67	12,721.43	1,360.85	51,133.51	5,672.02	6,439.01	2,880.31	2,459.20		140,993
<b>Ending balance 6/30/2025</b>	<b>4,874,327.72</b>	<b>1,144,039.78</b>	<b>117,591.06</b>	<b>4,463,493.74</b>	<b>401,682.16</b>	<b>528,210.53</b>	<b>166,230.76</b>	<b>128,139.72</b>		<b>11,823,715</b>
<b>3rd Quarter</b>										
Impact Fees	26,001.47	47,597.00	710.38	348,713.62	11,056.70	7,590.48	8,669.66	4,573.69		454,913.00
Expenditures (Refunds)	4,900,329.19	1,191,637	118,301	4,812,207	412,739	535,801	174,900	132,713		0
Transfers	(49,138.00)									(49,138)
Investment Income	48,903.80	11,892	1,181	48,024	4,119	5,347	1,745	1,324		122,537
<b>Ending balance 9/30/2025</b>	<b>4,900,094.99</b>	<b>1,203,529</b>	<b>119,482</b>	<b>4,860,232</b>	<b>416,858</b>	<b>541,148</b>	<b>176,646</b>	<b>134,038</b>		<b>12,352,027</b>
<b>2025 Impact Fees</b>	174,862.84	259,620.00	4,422.62	975,949.36	69,345.38	47,590.98	54,332.24	30,758.58		1,616,882.00
<b>2024 Impact Fees</b>	225,160.18	245,066.00	4,801.65	545,188.50	90,646.50	62,256.66	71,095.20	37,171.81		1,281,387
<b>2023 Impact Fees</b>	389,785.14	115,825	14,166	901,674	179,006	122,702	140,610	68,542		1,932,310
<b>2022 Impact Fees</b>	238,349.45	147,946	13,400	1,599,690	198,615	136,283	156,376	41,854		2,532,513
<b>2021 Impact Fees</b>	135,330.94	181,864	4,628	262,089	61,010	41,813	47,854	23,745		758,334
<b>2020 Impact Fees</b>	259,254.00	113,304	6,713	570,239	69,495	61,149	89,461	60,698		1,230,313
<b>2019 Impact Fees</b>	948,902.00	48,440	21,684	1,158,186	113,102	174,135	322,218	262,058		3,048,725
<b>2018 Impact Fees</b>	869,037.00	4,689	20,625	938,441	55,533	136,410	250,076	243,988		2,518,799
<b>2017 Impact Fees</b>	66,591.00	0	2,695	122,539	19,218	17,970	33,017	19,383		281,413
<b>2016 Impact Fees</b>	209,983.00	0	4,950	210,581	8,570	30,198	56,096	57,725		578,103
<b>2015 Impact Fees</b>	137,670.00	2,928	3,630	133,352	20,533	27,116	50,222	38,526		413,977

<sup>1</sup> Refund fee collected

<sup>2</sup> Payment for services

\* Funded by an Administrative Fee not an impact fee

**City of Franklin  
Library Fund  
Balance Sheet  
September 30, 2025 and 2024**

	Operating	
	2025	2024
<b>Assets</b>		
Cash and investments	\$ 681,484	\$ 666,547
Due from other governments	-	-
<b>Total Assets</b>	<b>\$ 681,484</b>	<b>\$ 666,547</b>
<b>Liabilities and Fund Balance</b>		
Accounts payable	\$ 7,166	\$ 319
Accrued salaries & wages	13,850	5,575
Unearned revenue	-	-
Assigned fund balance	660,468	660,653
<b>Total Liabilities and Fund Balance</b>	<b>\$ 681,484</b>	<b>\$ 666,547</b>

**Statement of Revenue, Expenses and Fund Balance - Operating Fund  
For the Nine months ended September 30, 2025 and 2024**

	2025 Annual Budget	2025 Amended Budget	2025 Year-to-Date Budget	2025 Year-to-Date Actual	2024 Year-to-Date Actual
<b>Revenue</b>					
Property taxes	\$ 1,467,700	\$ 1,467,700	\$ 1,467,700	\$ 1,467,700	\$ 1,442,700
Reciprocal borrowing (restricted)	58,000	58,000	854	650	-
Other Grants	-	-	-	-	-
Landfill Siting	-	-	-	-	-
Investment income	25,000	25,000	18,750	41,056	45,538
<b>Total Revenue</b>	<b>1,550,700</b>	<b>1,550,700</b>	<b>1,487,304</b>	<b>1,509,406</b>	<b>1,488,238</b>
<b>Expenditures:</b>					
Salaries and benefits	1,192,385	1,192,385	917,219	827,070	823,372
Contractual services	49,083	49,083	25,765	6,304	35,761
Supplies	32,515	32,515	23,870	23,617	24,203
Services and charges	96,205	96,205	74,133	67,389	76,621
Facility charges	197,423	197,423	141,645	105,395	150,378
Capital outlay	145,137	145,137	96,486	108,955	100,138
Encumbrances	-	-	-	(10,000)	-
<b>Total Library Costs</b>	<b>1,712,748</b>	<b>1,712,748</b>	<b>1,279,118</b>	<b>1,128,730</b>	<b>1,210,473</b>
<b>Total expenditures</b>	<b>1,712,748</b>	<b>1,712,748</b>	<b>1,279,118</b>	<b>1,128,730</b>	<b>1,210,473</b>
Revenue over (under) expenditures	(162,048)	(162,048)	208,186	380,676	277,765
Fund balance, beginning of year	279,792	279,792		279,792	382,888
<b>Fund balance, end of period</b>	<b>\$ 117,744</b>	<b>\$ 117,744</b>		<b>\$ 660,468</b>	<b>\$ 660,653</b>

**City of Franklin  
Sanitary Sewer Fund  
Comparative Balance Sheet  
September 30, 2025 and 2024**

	2025	2024
<b><u>Assets</u></b>		
Current assets:		
Cash and investments	\$ 3,265,187	\$ 3,191,454
Accounts receivable	1,585,459	1,561,717
Due from other funds	750,000	-
Miscellaneous receivable	434,588	73,834
Total current assets	6,035,234	4,827,005
Non current assets:		
Due from MMSD	10,857,183	10,857,183
Sanitary Sewer plant in service:		
Land	770,135	770,135
Buildings and improvements	3,189,549	3,189,549
Improvements other than buildings	1,175,029	1,175,029
Machinery and equipment	95,404,874	94,861,770
Construction in progress	-	21,735
	100,539,587	100,018,218
Less accumulated depreciation	(37,464,695)	(34,877,333)
Net sanitary sewer plant in service	63,074,892	65,140,885
Deferred assets:		
Pension assets	566,230	942,086
<b>Total Assets</b>	<b>\$ 80,533,539</b>	<b>\$ 81,767,159</b>
<b><u>Liabilities and Net Assets</u></b>		
Current liabilities:		
Accounts payable	\$ 15,514	\$ 3,319
Accrued liabilities	915,040	812,661
Due to General Fund - non-interest bearing	74,139	74,139
Total current liabilities	1,004,693	890,119
Non current liabilities:		
Accrued compensated absences	48,056	71,157
Pension liability (GASB 68)	35,967	444,581
Bonds Payable with Premium	2,794,058	2,903,808
General Obligation Notes payable - CWF	10,857,183	10,857,183
Total liabilities	14,739,957	15,166,848
Deferred inflows:		
Pension liabilities	292,735	336,839
Net Assets:		
Invested in capital assets, net of related debt	52,217,709	54,283,702
Restricted balances - LT receivable	10,857,183	10,857,183
Retained earnings	2,425,955	1,122,587
Total net assets	65,500,847	66,263,472
<b>Total Liabilities and Net Assets</b>	<b>\$ 80,533,539</b>	<b>\$ 81,767,159</b>

**City of Franklin  
Sanitary Sewer Fund  
Statement of Revenue, Expenditures,  
and Changes in Net Assets  
For the Nine months ended September 30, 2025 and 2024**

	<u>2025 Amended Budget</u>	<u>2025 Year-to-Date Budget</u>	<u>Current Year-to-Date Totals</u>	<u>Prior Year-to-Date Totals</u>
<b>Operating Revenue</b>				
Residential	\$ 2,940,000	\$ 2,202,818	\$ 2,240,171	\$ 2,085,739
Commercial	900,000	693,993	676,660	669,641
Industrial	455,000	353,920	322,596	335,545
Public Authority	235,000	179,357	155,931	166,798
Penalties/Other	28,000	12,581	18,574	16,993
Multi Family	780,000	585,000	550,607	562,940
<b>Total Operating Revenue</b>	<u>5,338,000</u>	<u>4,027,669</u>	<u>3,964,539</u>	<u>3,837,656</u>
<b>Operating Expenditures</b>				
Salaries and benefits	\$ 627,060	\$ 482,354	\$ 441,707	\$ 486,166
Contractual services	230,120	194,438	141,157	107,807
Supplies	123,300	92,475	50,935	80,811
Facility charges	69,000	49,901	43,609	43,798
Shared meter costs	7,000	5,250	-	-
Sewer service - MMSD	3,230,000	2,422,500	2,505,528	2,301,899
Other operating costs	33,600	25,843	14,669	15,355
Allocated expenses	176,940	132,705	131,982	125,224
Sewer improvements	691,608	221,250	259,932	2,003,962
Depreciation	375,000	281,250	281,250	142,515
Encumbrances	-	-	(71,718)	(1,628,150)
<b>Total operating expenditures</b>	<u>5,563,628</u>	<u>3,907,966</u>	<u>3,799,051</u>	<u>3,679,387</u>
<b>Operating Income (Loss)</b>	(225,628)	119,703	165,488	158,269
<b>Non-Operating Revenue (Expenditures)</b>				
Intergovernmental	425,000	318,750	1,134,052	-
Miscellaneous income	2,000	1,577	3,120	875
Property sale	-	-	8,592	-
Refunds/Reimbursements	-	-	80,884	1,238
Investment income	369,576	277,182	103,100	127,096
Interest expense	(308,301)	(231,226)	(58,725)	(61,800)
Principal Expense	(105,000)	(78,750)	(105,000)	(100,000)
Capital expenditures	(37,600)	131,722	(249,603)	20,937
Encumbrances	-	-	215,535	-
<b>Total non-operating revenue (expenditures)</b>	<u>345,675</u>	<u>419,255</u>	<u>1,131,955</u>	<u>(11,654)</u>
<b>Income (Loss) before Capital Contributions</b>	<u>120,047</u>	<u>538,958</u>	<u>1,297,443</u>	<u>146,615</u>
Retained Earnings- Beginning	847,261	847,261	847,261	869,784
Transfer (to) from Invested in Capital Assets	(399,360)	(299,520)	281,251	106,188
<b>Retained Earnings- Ending</b>	<u>567,948</u>	<u>1,086,699</u>	<u>2,425,955</u>	<u>1,122,587</u>
<b>Capital Contributions</b>	1,200,000	900,000	-	-
Depreciation - CIAC	(2,060,000)	(1,545,000)	(1,545,030)	(1,541,250)
Transfer (to) from Retained Earnings	399,360	299,520	(281,251)	(106,188)
Change in Net Investment in Capital Assets	(460,640)	(345,480)	(1,826,281)	(1,647,438)
Net Investment in Capital Assets-Beginning	<u>64,901,173</u>	<u>64,901,173</u>	<u>64,901,173</u>	<u>66,788,323</u>
<b>Net Investment in Capital Assets-Ending</b>	<u>64,440,533</u>	<u>64,555,693</u>	<u>63,074,892</u>	<u>65,140,885</u>
<b>Total net assets</b>	<u>\$ 65,008,481</u>	<u>\$ 65,642,392</u>	<u>\$ 65,500,847</u>	<u>\$ 66,263,472</u>

**City of Franklin  
Sanitary Sewer Fund  
Statement of Cash Flows  
For the Nine months ended September 30, 2025 and 2024**

	<u>2025</u>	<u>2024</u>
<b>Cash Flows from Operating Activities</b>		
Operating income (loss)	\$ 165,488	\$ 158,269
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	281,250	142,515
(Increase) decrease in assets:		
Accounts receivable	(271,356)	(355,148)
Taxes receivable	-	-
Miscellaneous receivable	142,728	192,694
Increase (decrease) in liabilities:		
Accounts payable	(759,389)	(748,860)
Accrued expenses	863,041	674,011
Total Adjustments	<u>(493,726)</u>	<u>(94,788)</u>
<b>Net Cash Provided by Operating Activities</b>	<u>\$ (328,238)</u>	<u>\$ 63,481</u>
 <b>Cash Flows From Capital &amp; Related Financing Activities</b>		
Principal Expense	(105,000)	(100,000)
Acquisition of capital assets	(34,067)	(15,390)
<b>Net Cash Provided (Used) in Capital and Financing Activities</b>	<u>(139,067)</u>	<u>(115,391)</u>
 <b>Cash Flows from Investing Activities</b>		
Interest and other income	1,329,748	129,209
Interest expense	<u>(58,725)</u>	<u>(61,800)</u>
 <b>Net Change in Cash and Cash Equivalents</b>	803,718	15,499
 <b>Cash and Cash Equivalents, beginning of period</b>	2,461,469	3,175,955
 <b>Cash and Cash Equivalents, end of period</b>	<u>\$ 3,265,187</u>	<u>\$ 3,191,454</u>

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Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/21/26
<p align="center"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p>A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 11 [creation thereof in process] Development Agreement Between the City of Franklin and Yaskawa America, Inc., regarding industrial/manufacturing development(s) and proposal(s) in relation thereto for, including, but not limited to the properties at the southwest corner of South Oakwood Park Drive and West Ryan Road. 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 industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), including the terms and provisions of a potential Tax Incremental District No. 11 Development Agreement Between the City of Franklin and Yaskawa America, Inc., and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p align="center"><b>Ald. District 4 ITEM NUMBER</b></p> <p align="center">G.13.</p>

Annexed hereto is a draft of a Tax Incremental District No. 11 Development Agreement between the City of Franklin and Yaskawa America, Inc. Also annexed hereto is a draft of the above-entitled Resolution.

Department of City Development and Engineering, Administration and Legal Services Departments staff will be present at the meeting.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 11 [creation thereof in process] Development Agreement Between the City of Franklin and Yaskawa America, Inc.;

or

A motion to 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 industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), including the terms and provisions of a potential Tax Incremental District No. 11 Development Agreement Between the City of Franklin and Yaskawa America, Inc., and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;

or

Such other action as the Common Council deems appropriate.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX  
INCREMENTAL DISTRICT NO. 11 [creation thereof in process] DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF FRANKLIN AND YASKAWA AMERICA,  
INC.

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WHEREAS, Yaskawa America, Inc. intends to construct 389,000 square feet of new manufacturing and warehousing space, approximately 103,000 square feet of headquarters (office) and laboratory space, and approximately 84,000 square feet of parking-ramp space (the "Project") at the southwest corner of South Oakwood Park Drive and West Ryan Road, within the Franklin Business Park, costing \$117,000,000; and

WHEREAS, Yaskawa America, Inc. (Developer) intends to invest an estimated total of \$182,000,000 into the Project including: industrial construction, building purchases and improvements, and equipment costs, on its Franklin campus, locating approximately 1,000 jobs there; and

WHEREAS, City staff, consultants and Developer representatives have prepared a Development Agreement, and staff recommend approval thereof, subject to minor and/or technical changes approved by the Director of Administration, the Director of Finance and Treasurer and the City Attorney; and

WHEREAS, the development of the Project would not occur without the financial participation of the City as set forth in this Agreement; and

WHEREAS, the City is in the process to create Tax Incremental District No. 11 to accomplish same, and Developer is proposing to construct 576,000 square feet of developed building space at the southwest corner of South Oakwood Park Drive and West Ryan Road, costing \$117,000,000; and

WHEREAS, the City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, for the potential Tax Incremental District No. 11 and upon the property owned by Developer therein, and the City finds that the development of the Project and the fulfillment of the terms and conditions of the Development Agreement, subject to the creation of the tax incremental district, will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law; and

WHEREAS, the Common Council having considered the Agreement and having found same to be reasonable and in furtherance of the development interests of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 11 [creation thereof in process] Development Agreement Between the City of Franklin and Yaskawa America, Inc., in the form

and content as presented to the Common Council at its meeting on April 21, 2026, subject to minor and/or technical changes approved by the Director of Administration, the Director of Finance and Treasurer and the City Attorney, be and the same is 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 Tax Incremental District No. 11 Development Agreement Between the City of Franklin and Yaskawa America, Inc.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a Memorandum of Development Agreement in a form in substantial conformance with Exhibit E of the Tax Incremental District No. 11 Development Agreement Between the City of Franklin and Yaskawa America, Inc., 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 April 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of April 2026.

APPROVED

\_\_\_\_\_  
John R. Nelson

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts

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

## MEMORANDUM

Date: April 16, 2026  
To: City of Franklin Common Council  
From: John Regetz, Director of Economic Development  
RE: Yaskawa Development Agreement

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Yaskawa has expanded and developed plans for its Franklin campus for three years. This started with its purchase and expansion of the former TransPak building. New construction will continue with a robotics manufacturing building (MFG-1) on the northwest corner of the campus, with excavation fill going to the two parcels south for another manufacturing building site (MFG-2) along, with grading being conducted. Construction of a large, combined manufacturing facility will cover both those parcels. After that the company's North American headquarters, a laboratory and attached two-story parking garage will be built (see attached campus plan in the Development Agreement).

The sizes, timing and costs of the buildings' construction schedules follow:

- MFG-1, will be a 95,500 sq. ft. robotics manufacturing facility with clean rooms and will start construction in the May-June 2026 timeframe, complete in early 2028, and costing \$17 million to build.
- MFG-2, will be a 294,000 sq. ft. manufacturing & warehouse facility for electric-motor-driven-equipment and will start construction in May-June 2028, complete at the end of 2030, and cost \$40 million to build.
- HQ & Lab, will be a 103,000 sq. ft. Headquarters and Lab, starting construction in April-May 2031, complete at the end of 2033, and costing \$52 million to build.
  - An 84,000 sq. ft. attached, below and at ground level, parking garage will be built on the Headquarters and Lab, part of that construction from April-May 2031 to the end of 2033 and cost \$8.4 million to construct.

Under this plan, 576,000 sq. ft. of newly constructed building space will require construction costs of \$117 million. Yaskawa has also purchased the Quad Graphics building at World Packaging 1. Street renaming has been requested for Oakwood Park Drive, World Packaging Circle, Ashland Way and possibly Basswood Drive.

Traffic lights will be moved from 41st St. & West Ryan Road to South Oakwood Park Drive & West Ryan Road. The City will apply (signatory) for a Transportation Enhancement Act (TEA) Grant, reducing the City's cost to approximately \$165,000 (same as Yaskawa), rather than \$330,000 as originally planned. Yaskawa will prepare the application.

Yaskawa America manufactures industrial robots, motion control products, low and medium voltage AC drives, and solar inverters for numerous industries, including semiconductors, solar, machine tool, automotive, HVAC, pumping, oil and gas, and others. With this expansion, the company will also begin manufacturing robots in Franklin. Yaskawa is formally forecasting 1,000 jobs at the Franklin campus to be mainly relocated from Illinois.

Yaskawa and the City have negotiated a Pay-Go incentive to assist with its development costs and to encourage their relocation to Franklin. The current Development Agreement (DA) includes a variable 55% to 65% of incremental revenues, increasing as new buildings are added and capped at \$4.2 million. The TransPak building expansion received no incentive.

TID 11 needs to be created to provide this incentive and establish this excellent company in Franklin. TID 11 planning and documentation have been initiated.

## YASKAWA CONSTRUCTION VITAL STATISTICS

NAME	SIZE sq. ft.	DESCRIPTION	START	FINISH	COST
MFG 1	95,500	robotics manufacturing facility with clean rooms	May-June 2026	early 2028	\$17,000,000
MFG 2	294,000	manufacturing & warehouse facility for electric-motorised-equipment	May-June 2028	end of 2030	\$40,000,000
HQ & Lab	103,000	Headquarters and Laboratory	April-May 2031	end of 2033	\$52,000,000
Parking Garage	84,000	Below and at ground levels, to be built on the Headquarters and Lab	April-May 2031	end of 2033	\$8,400,000

**TAX INCREMENTAL DISTRICT NO. \_\_\_  
DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF FRANKLIN AND  
YASKAWA AMERICA, INC.  
DEVELOPMENT AND REDEVELOPMENT PROJECT**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is entered into as of \_\_\_\_\_, 2026 by and between Yaskawa America, Inc., a Foreign Business Corporation \_\_\_\_\_, its successors and/or assigns ("Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City").

**RECITALS**

City and Developer acknowledge the following:

A. Developer is the Owner of that certain real property legally described in Exhibit A attached hereto (the "Property").

B. The City intends to create Tax Incremental District No. 11, City of Franklin, Wisconsin (the "**Proposed District**" or "**District**"), which District will include the Property within its boundaries. The City is in the process of preparing a plan for redevelopment within the District (the "**Project Plan**") and intends to create the District on or about October 31, 2026, pursuant to Wis. Stat. § 66.1105 (the "**Tax Increment Law**").

C. Developer plans on constructing an approximately 389,000 square feet of new manufacturing and warehousing space, approximately 103,000 square feet of headquarters (office) and laboratory space, and approximately 84,000 square feet of parking structure space on the Property, with an estimated development cost of \$117 million (the "Project"). It is acknowledged that development of the Project as described above will be consistent with the Project Plan.

D. The City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

E. The development of the Project would not occur without the financial participation of the City as set forth in this Agreement.

F. The City, pursuant to Common Council action dated \_\_\_\_\_, 2026, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf.

G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

## AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

### ARTICLE I DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain approximately 576,000 square feet of developed building space and that total development costs expended on the Project (inclusive of personal property) shall be not less than \$117 million. Developer shall substantially complete construction of the Project in accordance with final plans and specifications (including landscaping plans) approved by the City, including, but not limited to the terms, provisions and conditions of Plans and Specifications for the Project, and of which this Agreement and its terms and conditions are a condition thereof (the "Plans and Specifications"), on or before October 1, 2044 (the "Completion Date"). Copies of the Plans and Specifications will be retained at the offices of the City Economic Development Department. The Project shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions. The City Building Inspector shall not issue the certificate of occupancy if the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City.

B. To the extent any improvements that will be dedicated to the public are included within the scope of work for the Project (the "Public Improvements"), Developer will complete the installation of the Public Improvements in accordance with City specifications, including the execution of a City standard form development agreement where applicable terms thereof are not specifically set forth in this Agreement, and will dedicate same to the City in accordance with City inspection and acceptance procedures. If required by applicable law, Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights of way or public property or that constitutes public improvements under applicable law (together referred to as the "Public Improvements"). The Public Improvements shall at all times be subject to City inspection and approval and the City or other public entity shall not be required to accept conveyance of the Public Improvements unless the Public Improvements have been constructed in a good and workmanlike manner, in accordance with the City-approved plans for the Public Improvements, and otherwise are in a condition reasonably acceptable to the City. Following approval by the City of the completed Public Improvements, the Public Improvements shall be conveyed to the City or other public entity, to the extent appropriate. The Developer shall provide to the City or other public entity from the Developer and all contractors and consultants involved in connection with the construction and installation of the Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City.

1. Developer will relocate traffic signals from the intersection of South 41st Street and West Ryan Road to the intersection of South Oakwood Park Drive and West Ryan Road, for a cost of approximately \$655,000, to be paid by Developer, with approximately \$330,000 to potentially be reimbursed by a Wisconsin Department of Transportation Economic Assistance (WisDot TEA) grant, if awarded, and an amount not to exceed \$165,000 from the City of Franklin, only if the grant therefore is so awarded to the City; absent such grant, no amount will be due from the City for the traffic signals relocation costs.

C. Unless consented to in writing by the City, Developer shall not demolish the existing improvements on the Property prior to the calendar year in which construction of the Project commences and in no event, earlier than six (6) months prior to the start of construction.

D. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lender and the City. Developer will provide evidence to the reasonable satisfaction of the City that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed.

## **ARTICLE II CITY ACTIVITIES AND OBLIGATIONS**

A. City shall cooperate with Developer throughout the development and construction of the Project and the term of this Agreement and shall reasonably promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. In consideration of the performance by Developer of its obligations under this Agreement, the City agrees to provide Developer, a payment as an offset to Developer's costs to complete the Project, subject to a maximum amount of \$4,200,000, with terms and conditions as set forth below, and as illustrated in Exhibit C, which Exhibit C includes depictions and descriptions of the Project Buildings, annexed hereto and incorporated herein.

1. For the First Building constructed as part of the Project, and provided an occupancy permit is issued prior to July 30, 2028, the City will pay to Developer 55% of the actual Tax Increment collected by the City for a period of ten years, with the first payment occurring in the calendar year following the year in which the First Building is fully assessed. For example, if the First Building receives occupancy in May of 2028, it would be fully assessed as of January 1, 2029, with the first payment made on October 1, 2030. In no case will a payment be made after [October 1], 2039.

2. For the Second Building constructed as part of the Project, and provided an occupancy permit is issued prior to December 31, 2030, the City will pay to Developer 60% of the actual Tax Increment collected by the City for a period of ten years, with the first payment occurring in the calendar year following the year in which the Second Building is fully assessed, but in no case will a payment be made after [October 1], 2041. In the first year that a payment is made for the Second Building, the payment made for the First Building will increase to 60% of the actual Tax Increment collected by the City for the remaining term of payment.

3. For the Third Building, and any additional buildings, constructed as part of the Project, and provided an occupancy permit is issued prior to December 31, 2033, the City will pay to Developer 65% of the actual Tax Increment collected by the City for a period of ten years, with the first payment occurring in the calendar year following the year in which the building is fully assessed, but in no case will a payment be made after [October 1], 2044. In the first year that a payment is made for the Third Building, the payment made for the First Building and Second Building will increase to 65% of the actual Tax Increment collected by the City for the remaining term of payment.

4. The City, in its sole discretion, and on any date after December 31, 2033, may elect to prepay the balance of any payments projected to be made to Developer.

5. The final 2026 assessed value shall be the tax incremental base for the Project.

C. The City will apply for a WisDot TEA grant, prepared by the Developer, in the amount of approximately \$330,000, to reimburse Developer expenses for relocating traffic signals from the intersection of South 41st Street and West Ryan Road to the intersection of South Oakwood Park Drive and West Ryan Road, as set forth in Article IB. a. above.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THIS AGREEMENT. THE CITY'S OBLIGATION TO MAKE PAYMENTS IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE COMMON COUNCIL.

In each year the staff of the City shall include the appropriation of Tax Increment in the City budget as submitted to the Common Council for consideration for the next succeeding fiscal year. If the Common Council determines not to appropriate any portion of such Tax Increment, written notice thereof shall be provided to the Developer within 14 days.

IF ON THE FINAL PAYMENT DATE, THERE REMAIN AMOUNTS OUTSTANDING AND UNPAID, THE REMAINING BALANCE OF PRINCIPAL SHALL BE DEEMED PAID IN FULL, IT BEING UNDERSTOOD THAT UPON THE FINAL PAYMENT DATE, THE OBLIGATION OF THE CITY TO MAKE ANY FURTHER PAYMENTS SHALL TERMINATE. THE CITY SHALL HAVE NO OBLIGATION OF ANY KIND WHATSOEVER TO PAY ANY AMOUNT WHICH REMAINS UNPAID AFTER THE FINAL PAYMENT DATE, AND THE DEVELOPER SHALL HAVE NO RIGHT TO RECEIVE PAYMENT OF SUCH AMOUNTS.

The City shall have no obligation to make payments while the Developer is in default of any of its obligations under this Agreement or if no Tax Increment is available.

**ARTICLE III  
PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES**

Throughout the life of the District, Developer will pay (or cause to be paid) all ad valorem property taxes lawfully assessed against any portion of the Property owned by the Developer before or when due under the law and Developer guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of the District and for a period of twenty (20) years thereafter (the "PILOT Term"), then the Developer or any successor Developer of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. Developer's obligations under this Article III upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the Developer or any successor Developer fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. Notwithstanding and in addition to the levying of such special assessment or special charge, the payment obligation under this Article shall be the personal obligation of the person or entity that is the Developer and/or owner, successors and assigns of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all Developers and/or owners, successors and assigns of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor Developers and/or owners of the Property.

**ARTICLE IV  
NO PARTNERSHIP OR VENTURE**

Developer, its successors and/or assigns and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

**ARTICLE V  
CONFLICT OF INTEREST**

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

**ARTICLE VI  
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City:           City of Franklin  
                                  9229 West Loomis Road  
                                  Franklin, WI 53132  
                                  Attention: John G. Regetz, Director of Economic Development  
                                  Facsimile No.: 414-427-7691

With a Copy to:        City of Franklin  
                                  9229 West Loomis Road  
                                  Franklin, WI 53132  
                                  Attention: Shirley J. Roberts, City Clerk  
                                  Facsimile No.: 414-425-6428

If to the Developer:   Yaskawa America, Inc.  
                                  Attention: Mike Knapek, CEO  
  2 World Packaging Circle  
  Franklin, WI 53132  
                                  Facsimile No.: [mike\\_knapek@yaskawa.com](mailto:mike_knapek@yaskawa.com)

With a Copy to:        Yaskawa America, Inc.  
                                  Attention: Mike Salentine, Sr. Director  
  Campus Development  
  2 World Packaging Circle  
  Franklin, WI 53132  
                                  Facsimile No.: [mike\\_salentine@yaskawa.com](mailto:mike_salentine@yaskawa.com)>

**ARTICLE VII**  
**DEFAULT**

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder ("Default"):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or

4. Developer:

(a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(e) adopts a plan of complete liquidation of its/his assets; or

(f) shall cease to exist.

B. The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days' notice, without further demand or action of any kind by the non-defaulting party and except as expressly set forth below, the non-defaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The City's rights shall include, but not be limited to temporary suspension of any payment of the City payments under this Agreement during the continuance of any Default by Developer, or City performance of any Developer obligation under this Agreement. Upon the cure of any such Default on the part of Developer, then, if and to the extent the City suspended any payments of City payments, the City shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the City payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of City payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the non-defaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the non-defaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

**ARTICLE VIII  
MISCELLANEOUS**

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City:

(i) Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

(ii) During the construction of the Project, builder's risk insurance in form and amounts reasonably satisfactory to the City; and

(iii) During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

(iv) Such other insurance as may be reasonably requested by the City.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

C. Subject to one or more Force Majeure Events as set forth in paragraph F. of this Article, if the Developer does not substantially complete construction of the Project by the Completion Date, then the City may, in its sole discretion, terminate this Agreement upon written notice to the Developer, provided, however, that if Developer substantially completes construction of the Project within thirty (30) days following receipt of such written election to terminate (a "Developer Savings Action"), this Agreement shall not terminate but shall continue in full force and effect. Upon an election to terminate that is not followed by any Developer Savings Action, the City shall thereafter have no further obligations under this Agreement and in addition thereto, the City may, in its sole discretion, terminate Tax Incremental District No. 11, City of Franklin, Wisconsin.

D. The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of the its rights against the other under this Agreement, including without

limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.

E. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the City, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, 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 Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, 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 attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(i) The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(ii) The negligent or willfully wrongful construction of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(iii) The negligent or willfully wrongful operation of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, during Developer Construction Period;

(iv) The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

(v) The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

F. Time is of the essence of each and every obligation or covenant contained in this Agreement; provided, however, that if the Developer is delayed or prevented from timely commencing or completing construction of the Project by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the Developer ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

G. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

H. All financial reports and information required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City. The Developer warrants and represents the accuracy of all such financial reports and information. At the request of the Developer, all financial reports and information provided to the City or its financial consultant in connection with this Agreement shall be held and treated as confidential and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. During the life of Tax Incremental District No. 11, City of Franklin, Wisconsin, the Developer shall provide annual income and expense information for the Project as requested by the City Assessor as is

customary for the purposes of property valuation, which information shall be maintained in confidence pursuant to laws and other rules.

I. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the City's consent, which may be granted or withheld in the City's sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the City. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender for the Project without the consent of the City. In the event that any such lender forecloses on its collateral and succeeds to Developership of the Property, the City shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

J. Developer shall timely construct and complete the Project as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the later of: (i) the date of the expiration and closure of Tax Incremental District No. 11, City of Franklin, Wisconsin; or (ii) the date which is twenty (20) years after the date this Agreement is executed.

K. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

L. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

M. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this 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.

N. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

O. This agreement shall be null and void and of no effect if Tax Incremental District No. 11 has not been approved by all required governmental entities and created on or before October 31, 2026.

[Signature page(s) follow.]

**IN WITNESS WHEREOF**, this Agreement is executed as of the date first above written.

**DEVELOPER: Yaskawa America, Inc.**

By: \_\_\_\_\_  
(Name and Title)

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

STATE OF WISCONSIN    )  
  )ss.  
\_\_\_\_\_ COUNTY        )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_, the \_\_\_\_\_ of Yaskawa America, Inc., to me known to be the person who executed the foregoing agreement on behalf of the Developer, Yaskawa America, Inc. and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

**City of Franklin, Wisconsin**

By: \_\_\_\_\_  
John R. Nelson, Mayor

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

Attest:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

By: \_\_\_\_\_  
Danielle L. Brown, Director of Finance and  
Treasurer

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

STATE OF WISCONSIN    )  
  )ss.  
MILWAUKEE COUNTY    )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2026, 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 agreement on behalf of the City and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

Approved as to form:

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

This instrument was drafted by:

**EXHIBIT A**

**Property Legal Description**

**EXHIBIT B**

**Form of Certification of Completion  
FORM OF CERTIFICATE OF COMPLETION**

\_\_\_\_\_, 20\_\_

City of Franklin

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Re: Certificate of Completion

Ladies & Gentleman,

This Certificate is being delivered pursuant to the Development Agreement dated as of \_\_\_\_\_, 20\_\_ between the undersigned and the City of Franklin, Wisconsin.

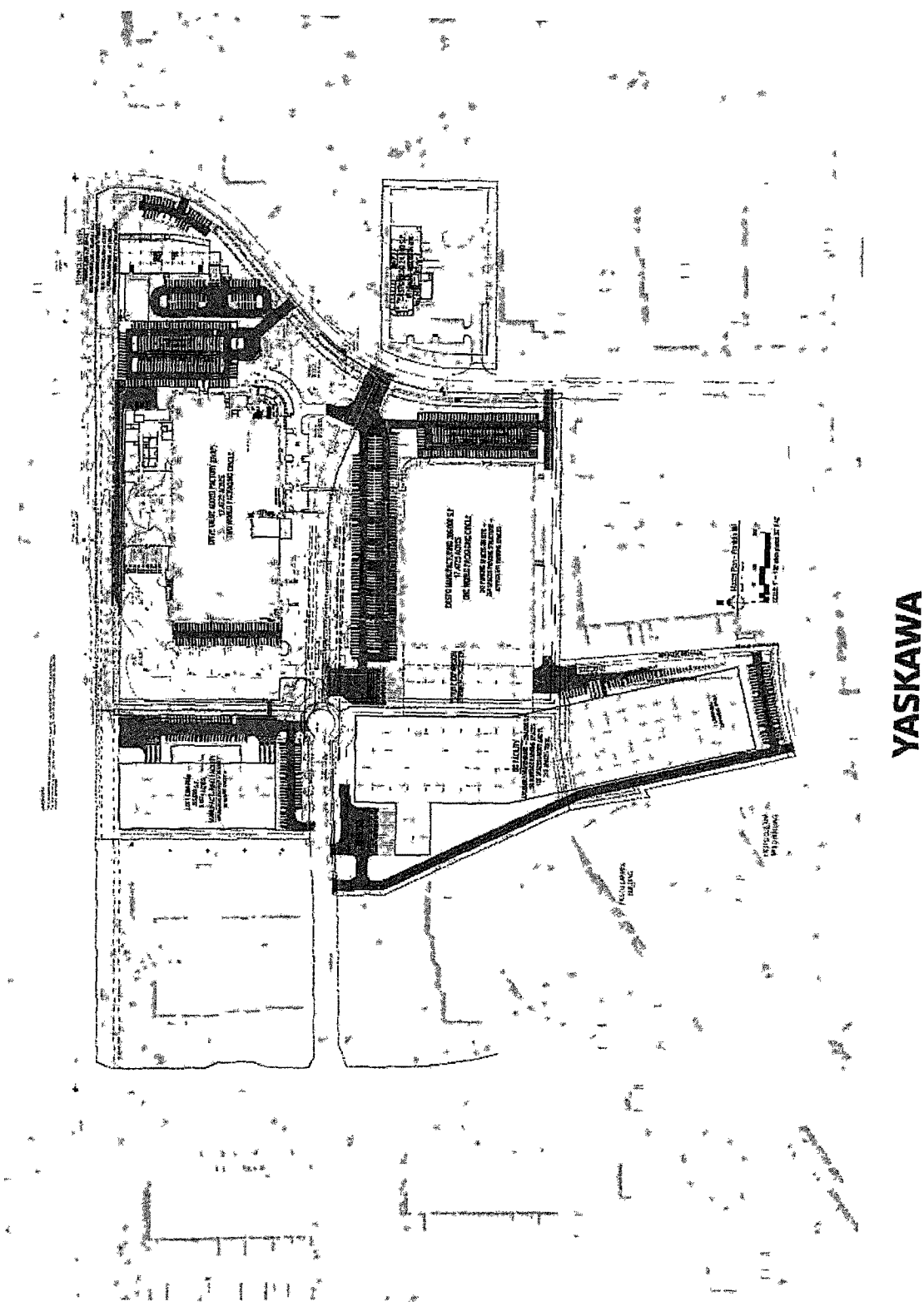
The undersigned hereby certifies the Project has been completed in accordance with the requirements of the terms and conditions of the Development Agreement and that an occupancy certificate for the Project has been issued, a copy of which is attached hereto.

\_\_\_\_\_

By: \_\_\_\_\_

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

# EXHIBIT C



**YASKAWA**

**EXHIBIT D**

**Description of Increment Property**

Parcel Tax Key Number

Address

**EXHIBIT E**

**Memorandum of Development Agreement**

**MEMORANDUM OF DEVELOPMENT AGREEMENT**

Document Number

Document Title

**THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum")** is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **YASKAWA AMERICA, INC.**, a Foreign Business Corporation, and assigns ("**Developer**"), and the **CITY OF FRANKLIN**, a municipal corporation of Milwaukee County, Wisconsin ("**City**").

Recording Area

Name and Return Address

**WITNESSETH:**

**WHEREAS**, Developer and the City entered into that certain Development Agreement dated \_\_\_\_\_, 2026 ("**Development Agreement**"). The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and

PIN

**WHEREAS**, this Memorandum is being executed for the purpose of providing notice of the Development Agreement 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 and Developer'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, Developer 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 shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement 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, 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 shall in all events control the relationship between Developer 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 PAGE]**

**IN WITNESS WHEREOF**, Developer and the City have executed this Memorandum effective as of the date first written above.

**DEVELOPER:**

**CITY:**

YASKAWA AMERICA, INC.

CITY OF FRANKLIN

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN     )  
  )ss.  
\_\_\_\_\_ COUNTY         )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, to me known to be the persons who executed the foregoing agreement on behalf of the Developer, Yaskawa America, Inc. and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

STATE OF WISCONSIN     )  
  )ss.  
MILWAUKEE COUNTY     )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named John R. Nelson and Shirley J. Roberts, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

This Document was drafted by: John Regetz, Jesse Wesolowski

**EXHIBIT A**

**LEGAL DESCRIPTION**

Certified Survey Map No. \_\_\_\_\_

Tax Key No. \_\_\_\_\_

## City of Franklin, Wisconsin

### Tax Increment District #11 (Franklin Business Park)

#### Development Assumptions

Construction Year	Building One <sup>1</sup>	Building Two <sup>2</sup>	Building Three <sup>3</sup>	Parking Garage <sup>3</sup>	Annual Total	Construction Year
1 2026	2,483,000				2,483,000	2026 1
2 2027	3,103,750				3,103,750	2027 2
3 2028	620,750	6,370,000			6,990,750	2028 3
4 2029		6,370,000			6,370,000	2029 4
5 2030		6,370,000			6,370,000	2030 5
6 2031					0	2031 6
7 2032			2,209,350	1,801,800	4,011,150	2032 7
8 2033			4,485,650	3,658,200	8,143,850	2033 8
9 2034					0	2034 9
10 2035					0	2035 10
11 2036					0	2036 11
12 2037					0	2037 12
13 2038					0	2038 13
14 2039					0	2039 14
15 2040					0	2040 15
16 2041					0	2041 16
17 2042					0	2042 17
18 2043					0	2043 18
19 2044					0	2044 19
20 2045					0	2045 20
<b>Totals</b>	<b><u>6,207,500</u></b>	<b><u>19,110,000</u></b>	<b><u>6,695,000</u></b>	<b><u>5,460,000</u></b>	<b><u>37,472,500</u></b>	
Bldg. Sq. Ft.	95,500	294,000	103,000	84,000		
Value/Sq. Ft. \$	65	\$ 65	\$ 65	\$ 65		
@ \$65 Sq. Ft.	6,207,500	19,110,000	6,695,000	5,460,000		

**Notes:**

<sup>1</sup>Occupancy must be issued prior to July 30, 2028 to be eligible for development incentive.

<sup>2</sup>Occupancy must be issued prior to December 31, 2030 to be eligible for development incentive.

<sup>3</sup>Occupancy must be issued prior to December 31, 2033 to be eligible for development incentive.

# City of Franklin, Wisconsin

## Tax Increment District #11 (Franklin Business Park)

### Tax Increment Projection Worksheet

Type of District	Industrial		Base Value	63,141,900
District Creation Date	June 16, 2026		Appreciation Factor	1.00%
Valuation Date	Jan 1,	2026	Base Tax Rate	\$16.50
Max Life (Years)	20		Rate Adjustment Factor	
Expenditure Period/Termination	15	6/16/2041		
Revenue Periods/Final Year	20	2047		
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	No			

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	2026	2,483,000	2027	0	2,483,000	2028	\$16.50	40,980
2	2027	3,103,750	2028	24,830	5,611,580	2029	\$16.50	92,614
3	2028	6,990,750	2029	56,116	12,658,446	2030	\$16.50	208,916
4	2029	6,370,000	2030	126,584	19,155,030	2031	\$16.50	316,136
5	2030	6,370,000	2031	191,550	25,716,581	2032	\$16.50	424,428
6	2031	0	2032	257,166	25,973,746	2033	\$16.50	428,672
7	2032	4,011,150	2033	259,737	30,244,634	2034	\$16.50	499,159
8	2033	8,143,850	2034	302,446	38,690,930	2035	\$16.50	638,557
9	2034	0	2035	386,909	39,077,839	2036	\$16.50	644,943
10	2035	0	2036	390,778	39,468,618	2037	\$16.50	651,392
11	2036	0	2037	394,686	39,863,304	2038	\$16.50	657,906
12	2037	0	2038	398,633	40,261,937	2039	\$16.50	664,485
13	2038	0	2039	402,619	40,664,556	2040	\$16.50	671,130
14	2039	0	2040	406,646	41,071,202	2041	\$16.50	677,841
15	2040	0	2041	410,712	41,481,914	2042	\$16.50	684,620
16	2041	0	2042	414,819	41,896,733	2043	\$16.50	691,466
17	2042	0	2043	418,967	42,315,701	2044	\$16.50	698,380
18	2043	0	2044	423,157	42,738,858	2045	\$16.50	705,364
19	2044	0	2045	427,389	43,166,246	2046	\$16.50	712,418
20	2045	0	2046	431,662	43,597,909	2047	\$16.50	719,542
<b>Totals</b>	<b>37,472,500</b>		<b>6,125,409</b>		<b>Future Value of Increment</b>		<b>10,828,946</b>	

**Notes:**

<sup>1</sup>Tax rate shown is actual TID interim rate for the 2025/26 levy per DOR Form PC-202 (Tax Increment Collection Worksheet).

# City of Franklin, Wisconsin

## Tax Increment District #11 (Franklin Business Park)

### Tax Increment Projection Worksheet - BUILDING ONE ONLY

Type of District  
 District Creation Date  
 Valuation Date  
 Max Life (Years)  
 Expenditure Period/Termination  
 Revenue Periods/Final Year  
 Extension Eligibility/Years  
 Eligible Recipient District

Mixed Use	
June 16, 2026	
Jan 1,	2026
20	
15	6/16/2041
20	2047
Yes	3
No	

Base Value	
Appreciation Factor	1.00%
Base Tax Rate	\$16.50
Rate Adjustment Factor	

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2,483,000	2027	0	2,483,000	2028	\$16.50	40,980
2	3,103,750	2028	24,830	5,611,580	2029	\$16.50	92,614
3	620,750	2029	56,116	6,288,446	2030	\$16.50	103,785
4	0	2030	62,884	6,351,330	2031	\$16.50	104,823
5	0	2031	63,513	6,414,844	2032	\$16.50	105,871
6	0	2032	64,148	6,478,992	2033	\$16.50	106,930
7	0	2033	64,790	6,543,782	2034	\$16.50	107,999
8	0	2034	65,438	6,609,220	2035	\$16.50	109,079
9	0	2035	66,092	6,675,312	2036	\$16.50	110,170
10	0	2036	66,753	6,742,065	2037	\$16.50	111,271
11	0	2037	67,421	6,809,486	2038	\$16.50	112,384
12	0	2038	68,095	6,877,581	2039	\$16.50	113,508
13	0	2039	68,776	6,946,356	2040	\$16.50	114,643
14	0	2040	69,464	7,015,820	2041	\$16.50	115,789
15	0	2041	70,158	7,085,978	2042	\$16.50	116,947
16	0	2042	70,860	7,156,838	2043	\$16.50	118,117
17	0	2043	71,568	7,228,406	2044	\$16.50	119,298
18	0	2044	72,284	7,300,690	2045	\$16.50	120,491
19	0	2045	73,007	7,373,697	2046	\$16.50	121,696
20	0	2046	73,737	7,447,434	2047	\$16.50	122,913
<b>Totals</b>	<b>6,207,500</b>		<b>1,239,934</b>		<b>Future Value of Increment</b>		<b>2,169,306</b>

**Notes:**

<sup>1</sup>Tax rate shown is actual TID interim rate for the 2025/26 levy per DOR Form PC-202 (Tax Increment Collection Worksheet).

# City of Franklin, Wisconsin

## Tax Increment District #11 (Franklin Business Park)

### Tax Increment Projection Worksheet - BUILDING TWO ONLY

Type of District	Mixed Use		Base Value	#REF!
District Creation Date	June 16, 2026		Appreciation Factor	1.00%
Valuation Date	Jan 1,	2026	Base Tax Rate	\$16.50
Max Life (Years)	20		Rate Adjustment Factor	
Expenditure Period/Termination	15	6/16/2041		
Revenue Periods/Final Year	20	2047		
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	No			

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	2026	0	2027	0	0	2028	\$16.50	0
2	2027	0	2028	0	0	2029	\$16.50	0
3	2028	6,370,000	2029	0	6,370,000	2030	\$16.50	105,131
4	2029	6,370,000	2030	63,700	12,803,700	2031	\$16.50	211,313
5	2030	6,370,000	2031	128,037	19,301,737	2032	\$16.50	318,557
6	2031	0	2032	193,017	19,494,754	2033	\$16.50	321,742
7	2032	0	2033	194,948	19,689,702	2034	\$16.50	324,960
8	2033	0	2034	196,897	19,886,599	2035	\$16.50	328,209
9	2034	0	2035	198,866	20,085,465	2036	\$16.50	331,491
10	2035	0	2036	200,855	20,286,320	2037	\$16.50	334,806
11	2036	0	2037	202,863	20,489,183	2038	\$16.50	338,154
12	2037	0	2038	204,892	20,694,075	2039	\$16.50	341,536
13	2038	0	2039	206,941	20,901,015	2040	\$16.50	344,951
14	2039	0	2040	209,010	21,110,025	2041	\$16.50	348,401
15	2040	0	2041	211,100	21,321,126	2042	\$16.50	351,885
16	2041	0	2042	213,211	21,534,337	2043	\$16.50	355,404
17	2042	0	2043	215,343	21,749,680	2044	\$16.50	358,958
18	2043	0	2044	217,497	21,967,177	2045	\$16.50	362,547
19	2044	0	2045	219,672	22,186,849	2046	\$16.50	366,173
20	2045	0	2046	221,868	22,408,717	2047	\$16.50	369,835
<b>Totals</b>	<b>19,110,000</b>		<b>3,298,717</b>			<b>Future Value of Increment</b>	<b>5,814,054</b>	

**Notes:**

<sup>1</sup>Tax rate shown is actual TID interim rate for the 2025/26 levy per DOR Form PC-202 (Tax Increment Collection Worksheet).

# City of Franklin, Wisconsin

## Tax Increment District #11 (Franklin Business Park)

### Tax Increment Projection Worksheet - BUILDING THREE ONLY

Type of District	Mixed Use	Base Value	
District Creation Date	June 16, 2026	Appreciation Factor	1.00%
Valuation Date	Jan 1, 2026	Base Tax Rate	\$16.50
Max Life (Years)	20	Rate Adjustment Factor	
Expenditure Period/Termination	15 6/16/2041		
Revenue Periods/Final Year	20 2047		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	No		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	2026	0	2027	0	0	2028	\$16.50	0
2	2027	0	2028	0	0	2029	\$16.50	0
3	2028	0	2029	0	0	2030	\$16.50	0
4	2029	0	2030	0	0	2031	\$16.50	0
5	2030	0	2031	0	0	2032	\$16.50	0
6	2031	0	2032	0	0	2033	\$16.50	0
7	2032	2,209,350	2033	0	2,209,350	2034	\$16.50	36,463
8	2033	4,485,650	2034	22,094	6,717,094	2035	\$16.50	110,859
9	2034	0	2035	67,171	6,784,264	2036	\$16.50	111,968
10	2035	0	2036	67,843	6,852,107	2037	\$16.50	113,088
11	2036	0	2037	68,521	6,920,628	2038	\$16.50	114,218
12	2037	0	2038	69,206	6,989,834	2039	\$16.50	115,361
13	2038	0	2039	69,898	7,059,733	2040	\$16.50	116,514
14	2039	0	2040	70,597	7,130,330	2041	\$16.50	117,679
15	2040	0	2041	71,303	7,201,633	2042	\$16.50	118,856
16	2041	0	2042	72,016	7,273,650	2043	\$16.50	120,045
17	2042	0	2043	72,736	7,346,386	2044	\$16.50	121,245
18	2043	0	2044	73,464	7,419,850	2045	\$16.50	122,458
19	2044	0	2045	74,199	7,494,049	2046	\$16.50	123,682
20	2045	0	2046	74,940	7,568,989	2047	\$16.50	124,919
<b>Totals</b>	<b>6,695,000</b>		<b>873,989</b>			<b>Future Value of Increment</b>	<b>1,567,355</b>	

**Notes:**

<sup>1</sup>Tax rate shown is actual TID interim rate for the 2025/26 levy per DOR Form PC-202 (Tax Increment Collection Worksheet).

# City of Franklin, Wisconsin

## Tax Increment District #11 (Franklin Business Park)

### Tax Increment Projection Worksheet - PARKING GARAGE ONLY

Type of District	Mixed Use	Base Value	
District Creation Date	January 1, 2024	Appreciation Factor	1.00%
Valuation Date	Jan 1, 2024	Base Tax Rate	\$16.50
Max Life (Years)	20	Rate Adjustment Factor	
Expenditure Period/Termination	15   1/1/2039		
Revenue Periods/Final Year	20   2045		
Extension Eligibility/Years	Yes   3		
Eligible Recipient District	No		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	2024	0	2025	0	0	2026	\$16.50	0
2	2025	0	2026	0	0	2027	\$16.50	0
3	2026	0	2027	0	0	2028	\$16.50	0
4	2027	0	2028	0	0	2029	\$16.50	0
5	2028	0	2029	0	0	2030	\$16.50	0
6	2029	0	2030	0	0	2031	\$16.50	0
7	2030	1,801,800	2031	0	1,801,800	2032	\$16.50	29,737
8	2031	3,658,200	2032	18,018	5,478,018	2033	\$16.50	90,409
9	2032	0	2033	54,780	5,532,798	2034	\$16.50	91,314
10	2033	0	2034	55,328	5,588,126	2035	\$16.50	92,227
11	2034	0	2035	55,881	5,644,007	2036	\$16.50	93,149
12	2035	0	2036	56,440	5,700,447	2037	\$16.50	94,080
13	2036	0	2037	57,004	5,757,452	2038	\$16.50	95,021
14	2037	0	2038	57,575	5,815,026	2039	\$16.50	95,971
15	2038	0	2039	58,150	5,873,177	2040	\$16.50	96,931
16	2039	0	2040	58,732	5,931,909	2041	\$16.50	97,901
17	2040	0	2041	59,319	5,991,228	2042	\$16.50	98,880
18	2041	0	2042	59,912	6,051,140	2043	\$16.50	99,868
19	2042	0	2043	60,511	6,111,651	2044	\$16.50	100,867
20	2043	0	2044	61,117	6,172,768	2045	\$16.50	101,876
<b>Totals</b>	<b>5,460,000</b>		<b>712,768</b>		<b>Future Value of Increment</b>		<b>1,278,231</b>	

**Notes:**

<sup>1</sup>Tax rate shown is actual TID interim rate for the 2025/26 levy per DOR Form PC-202 (Tax Increment Collection Worksheet).

# City of Franklin, Wisconsin

## Tax Increment District #11 (Franklin Business Park)

### Cash Flow Projection

Year	Projected Revenues				% Increment Applied <sup>1</sup>	Expenditures											Balances			Year
	Tax Increments	Developer Payment of Traffic Signal Relocation	Interfund Advances	Total Revenues		Building One MRO <sup>1</sup>	Building Two MRO <sup>1</sup>	Building Three MRO <sup>1</sup>	Parking Structure MRO <sup>1</sup>	Traffic Signal Relocation	City Reimb. For Signal Relocation	WillCraft Remediation Grant	Potential Utility Relocation	Advance Repayment	Admin.	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2026	0		50,000	50,000										50,000	50,000	0	0	51,750	2026	
2027	0	655,000	310,000	965,000						655,000		300,000		10,000	965,000	0	0	374,411	2027	
2028	40,980		134,020	175,000										10,000	175,000	0	0	1,211,096	2028	
2029	92,614			92,614									40,000	10,000	50,000	42,614	42,614	1,189,514	2029	
2030	208,916			208,916	55%	57,082							50,000	10,000	117,082	91,834	134,448	3,250,493	2030	
2031	316,136			316,136	60%	62,894							65,000	10,000	437,894	(121,758)	12,690	3,139,130	2031	
2032	424,428			424,428	60%	63,523	191,134						150,000	10,000	414,657	9,771	22,461	4,114,040	2032	
2033	428,672			428,672	65%	69,504	209,133						150,000	10,000	438,637	(9,965)	12,496	3,695,507	2033	
2034	499,159			499,159	65%	70,199	211,224						153,983	10,000	445,406	53,753	66,249	3,265,308	2034	
2035	638,557			638,557	65%	70,901	213,336	72,059	58,766					10,000	425,062	213,495	279,744	2,850,246	2035	
2036	644,943			644,943	65%	71,610	215,469	72,779	59,354					10,000	429,213	215,730	495,474	2,431,033	2036	
2037	651,392			651,392	65%	72,326	217,624	73,507	59,947					10,000	433,405	217,987	713,461	2,007,629	2037	
2038	657,906			657,906	65%	73,050	219,800	74,242	60,547					10,000	437,639	220,267	933,728	1,579,990	2038	
2039	664,485			664,485	65%	73,780	221,998	74,984	61,152					25,000	456,915	207,570	1,141,298	1,148,074	2039	
2040	671,130			671,130	65%		224,218	75,734	61,764						361,716	309,413	1,450,711	786,358	2040	
2041	677,841			677,841	65%		226,461	76,492	62,381						365,334	312,508	1,763,219	421,024	2041	
2042	684,620			684,620	65%			77,256	63,005						140,262	544,358	2,307,576	280,763	2042	
2043	691,466			691,466	65%			78,029	63,635						141,664	549,801	2,857,378	139,098	2043	
2044	698,380			698,380	65%			78,809	60,289						139,098	559,282	3,416,660	0	2044	
2045	705,364			705,364											0	705,364	4,122,024	0	2045	
2046	712,418			712,418											0	712,418	4,834,442	0	2046	
2047	719,542			719,542											0	719,542	5,553,984	0	2047	
<b>Total</b>	<b>10,828,946</b>	<b>655,000</b>	<b>494,020</b>	<b>11,977,967</b>		<b>684,869</b>	<b>2,150,398</b>	<b>753,891</b>	<b>610,841</b>	<b>655,000</b>	<b>165,000</b>	<b>300,000</b>	<b>300,000</b>	<b>608,983</b>	<b>195,000</b>	<b>6,423,983</b>			<b>Total</b>	

Maximum Total Incentive of \$4,200,000 **4,200,000**

**Projected TID Closure**

**Notes:**

<sup>1</sup>55% of the tax increment generated annually by the first building receiving occupancy will be paid as an incentive for a term of 10 years. On occupancy of the second building, that building will receive 60% of the tax increment generated by that building for a term of 10 years, and the 60% will be applied to the first building for the remaining term in which it is eligible to receive payments. The third and subsequent buildings will receive 65% under the same terms, which percentage shall also then be applied to the first two buildings for their remaining term of payment.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 21, 2026
REPORTS AND RECOMMENDATIONS	Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility. 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 the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER  G.14.

Existing cell towers communications facilities providers lease agreements for use of City and Franklin Water Utility properties in the City are at or approaching expirations terms, allowing for renewals or other forms of extensions thereof.

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, 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	REQUEST FOR COUNCIL ACTION	MEETING DATE April 21, 2026
REPORTS AND RECOMMENDATIONS	<p>Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. 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 the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER  G.15.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, 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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<b>APPROVAL</b>	<b>REVISED REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 04/21/2026</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM/NUMBER H.</b>

See attached License Committee Meeting Minutes from the License Committee Meeting of April 21<sup>st</sup>, 2026.

**COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of April 21<sup>st</sup>, 2026.



414-425-7500

**License Committee Agenda\***  
**Franklin City Hall Aldermen's Room**  
**9229 West Loomis Road, Franklin, WI**  
**April 21, 2026 – 4:30 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2025-2026 New 4:35 p.m.</b>	<b>Faye Young Tail Spin Pub &amp; Pizza</b>			
<b>Operator 2025-2026 New</b>	<b>Holly Borth On Cloud Wine, LLC</b>			
<b>Operator 2025-2026 New</b>	<b>Nicholas Cammack Chili's Grill &amp; Bar</b>			
<b>Operator 2025-2026 New</b>	<b>Caitlin Cronin Chili's Grill &amp; Bar</b>			
<b>Operator 2025-2026 New</b>	<b>Lindsay Guman Irish Cottage of Franklin LLC</b>			
<b>Operator 2025-2026 New</b>	<b>Erica Pena Tail Spin Pub &amp; Pizza</b>			
<b>Operator 2025-2026 New</b>	<b>Diptiben Trivedi CVS Pharmacy #5390</b>			
<b>Operator 2025-2026 New</b>	<b>Samantha Whitlock Rock Sports Complex/Ballpark Commons</b>			
<b>Operator 2026-2027 New</b>	<b>Carl Budnik Franklin Civic Celebration</b>			

<b>Operator 2026-2027 New</b>	<b>Omar Castelan Medina Pick 'N Save #6431</b>			
<b>Operator 2026-2027 New</b>	<b>Lela Dulo Pick 'N Save #6431</b>			
<b>Operator 2026-2027 New</b>	<b>Brandon Joplin Chili's Grill &amp; Bar</b>			
<b>Operator 2026-2027 New</b>	<b>Danelle Kenney Franklin Noon Lions Club</b>			
<b>Operator 2026-2027 New</b>	<b>Valerie Nerios-Martinez Pick 'N Save #6431</b>			
<b>Operator 2026-2027 New</b>	<b>James Possing Franklin Noon Lions Club</b>			
<b>Operator 2026-2027 New</b>	<b>Cathleen Richard Franklin Noon Lions Club</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Geraldine Arteaga Walgreens #15020</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Thomas Balistreri Polish Center of Wisconsin</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Hope Berens Crossroads II Pizza &amp; Subs</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Kallie Berg Polish Center of Wisconsin</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Sarah Berg Polish Center of Wisconsin</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Holly Borth On Cloud Wine, LLC</b>			

<b>Operator 2026-2027 Renewal</b>	<b>Tammy Bresette Root River Center</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Christina Burzynski Polish Center of Wisconsin</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Nicholas Cammack Chili's Grill &amp; Bar</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Kayla Corona Chili's Grill &amp; Bar</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Caitlin Cronin Chili's Grill &amp; Bar</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Kylie DeMille Milwaukee Burger Company</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Brennen Domenget Crossroads II Pizza &amp; Subs</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Brianna Garcia Milwaukee Burger Company</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Madeline Gernhauser Milwaukee Burger Company</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Jenna Haley Crossroads II Pizza &amp; Subs</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Jennifer Halser Polish Center of Wisconsin</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Kimberly Hill Country Lanes Bowling LLC</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Matthew Holtz Crossroads II Pizza &amp; Subs</b>			

<b>Operator 2026-2027 Renewal</b>	<b>John Hushek Polish Center of Wisconsin</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Amber Ishaque Tuckaway Country Club</b>			
<b>Operator 2026-2027 Renewal</b>	<b>John Janiszewski Polish Center of Wisconsin</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Harpreet Kaur Pick 'N Save #6431</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Kaitlyn Kreutzer Rock Sports Complex/Ballpark Commons</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Lillian Krieger Milwaukee Burger Company</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Ashtyn Lindl Milwaukee Burger Company</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Mikala Lindl Milwaukee Burger Company</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Marcia Lonzaga Walgreens #05884</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Samantha McManus Polish Center of Wisconsin</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Jane Michel Andy's on Ryan Road</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Tyler Okrzesik Milwaukee Burger Company</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Myah Pearson Milwaukee Burger Company</b>			

<b>Operator 2026-2027 Renewal</b>	<b>Satnam Singh Discount Cigarettes &amp; Liquor</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Kathleen Varga Walgreens #15020</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Kaitlyn Wiklin Chili's Grill &amp; Bar</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Matthew Wisniewski Country Lanes Bowling LLC</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Samuel Zaniewski Walgreens #15020</b>			
<b>Operator 2026-2027 Renewal</b>	<b>Wenjuan Zheng Waha Restaurant LLC</b>			
<b>Class A Combination Change of Agent 2025-2026</b>	<b>Target Store T-2388 Target Corporation Nicole McKown, Agent 7800 S Lovers Lane Rd</b>			
<b>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</b>	<b>Franklin Police Citizen Academy Alumni Assoc. K9 Event Fee Waivers: Lions Legend Park I Pavilion and Band Shell rental Location: Lions Legend Park I and City Hall Grounds Date of Event: 9/19/26</b>			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

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

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 4/21/2026</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER I</b>

Attached are vouchers dated April 3, 2026 through April 16, 2026 Nos. 206602 through Nos. 206754 in the amount of \$ 1,273,180.44. Also included in this listing are EFT Nos. 6454 through EFT Nos. 6468, Library vouchers totaling \$ 873.48 and Water Utility vouchers totaling \$ 26,134.12. Voided checks in the amount of \$ (433.14) are separately listed.

Early release disbursements dated April 3, 2026 through April 15, 2026 in the amount of \$ 479,755.22 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of property tax disbursements, EFT Nos. 579 through Nos. 584 and EFT Nos. 368 (S) through Nos. 369 (S) dated April 13, 2026 through April 15, 2026 in the amount of \$ 4,817,559.38. \$ 11,126.84 represents refund reimbursements and \$ 4,806,432.54 represents settlements from US Bank. There is also an additional \$ 7,612,543.62 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated April 17, 2026 is \$ 532,927.94, previously estimated at \$ 510,000. Payroll deductions dated April 17, 2026 are \$ 583,253.05, previously estimated at \$ 561,000.

The estimated payroll for May 1, 2026 is \$ 474,000 with estimated deductions and matching payments of \$ 286,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of April 16, 2026 in the amount of \$ 1,273,180.44
- Payroll dated April 17, 2026 in the amount of \$ 532,927.94 and payments of the various payroll deductions in the amount of \$ 583,253.05 plus City matching payments and
- Estimated payroll dated May 1, 2026 in the amount of \$ 474,000 and payments of the various payroll deductions in the amount of \$ 286,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**