

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

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

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of December 16, 2025.
 - 2. Special Common Council Meeting of December 18, 2025.
- D. Hearings.
- E. Organizational Business – The Mayor has made the following appointments for Council confirmation:
 - 1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1-year term expiring 12/31/2026.
 - 2. Barbara Wesener, 7479 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1-year term expiring 12/31/2026.
 - 3. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1-year term expiring 12/31/2026.
 - 4. Jeffrey Kuderski, 8135 W. High St., Ald. Dist. 1 - Tourism Commission for a 1-year term expiring 12/31/2026.
 - 5. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 - Tourism Commission for a 1-year term expiring 12/31/2026.
 - 6. Aaron Smak, 6811 S. 51st St., Ald. Dist. 5 - Technology Commission for a 3-year unexpired term expiring 04/30/2027.
- F. Letters.
- G. Reports and Recommendations:
 - 1. Authorization to issue Change Order No. 2 for additional Geotechnical Services for West Drexel Avenue to Terracon Consultants, Inc. for a do not exceed amount of \$13,700.
 - 2. Request to survey properties for Water and Sanitary Sewer Service on South 76th Street from West Ryan Road to West Park Circle Way.
 - 3. West Drexel Avenue (S. Bridge View Dr. to S. Northwestern Mutual Way) Road Reconstruction Project.

4. A Resolution authorizing certain officials to execute a Development Agreement with the Franklin School District and Franklin High School, located at 8222 S. 51st Street (TKN 807-9999-001).
5. Tentative Agreement between the City of Franklin and the Franklin Professional Police Officers Association for a 2025-2028 Successor Collective Bargaining Agreement.
6. A Resolution authorizing certain officials to execute an Agreement to continue professional environmental engineering services to monitor compliance at the Metro Recycling & Disposal Facility to December 31, 2026, with JSA Environmental, Inc.
7. Consideration of options for the future distribution method of the City Newsletter.
8. Potential Tax Incremental District 10[creation thereof in process] Development Agreements between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential developments to be named Poth's General, and to effect such developments, including the terms and provisions of said development agreements. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial developments and proposals and the investing of public funds and governmental actions in relation thereto and to effect such developments, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
9. A Resolution authorizing certain officials to execute Tax Incremental District No. 10 [creation thereof in process] Development Agreement between the City of Franklin and LXL PG Apartments, LLC (developer) for redevelopment of the Orchard View Shopping Center at 7166 S. 76th Street and a Development Agreement between the City of Franklin and LXL PG Commercial, LLC Commercial (developer) for redevelopment of the Orchard View Shopping Center at 7166 S. 76th Street such potential developments to be named Poth's General (project), and to effect such developments, including the terms and provisions of said development agreements.
10. *Franklin Public Schools, et al. v. City of Franklin Common Council, et al.*, Milwaukee County Circuit Court, Case No. 25-CV-8557. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of January 6, 2026.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

Common Council Meeting Agenda

January 6, 2026

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

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

REMINDERS:

January 8	Plan Commission	6:00 p.m.
January 20	Common Council	6:30 p.m.
January 22	Plan Commission	6:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 16, 2025
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on December 16, 2025, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderman Hasan, Alderman Salous, Alderwoman Day and Alderman Craig. Alderwoman Eichmann was excused. Also, in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

Alderwoman Eichmann arrived at 6:30 p.m.

CITIZEN COMMENT

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

MINUTES
DECEMBER 2, 2025

C. Alderwoman Eichmann moved to approve the minutes of the Common Council meeting of December 2, 2025, as presented. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. NO. 2025-8409
ROOT-PIKE WIN
CONTRACT

G.1. Alderwoman Eichmann moved to adopt Resolution No. 2025-8409, A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR AN INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2026-2027 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A LUMP SUM FEE OF \$11,781. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. NO. 2025-8410
STORM WATER
EASEMENT AND
AGREEMENT – 7181 S
76TH ST.

G.2. Alderman Hasan moved to adopt Resolution No. 2025-8410, A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM DR. DEL CARPIO DENTAL OFFICES – DR. NICOLE DEL CARPIO (7181 S. 76TH ST., TKN 755-1001-000). Seconded by Alderman Craig. All voted Aye; motion carried.

RES. NO. 2025-8411
HYDROCORP LLC.
FOUR-YEAR CONTRACT

G.3. Alderman Hasan moved to adopt Resolution No. 2025-8411, A RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH HYDROCORP LLC. TO PERFORM CROSS CONNECTION INSPECTION SERVICES FOR A FOUR-YEAR TERM FOR A FEE OF \$122,643.08. Seconded by Alderwoman Day. All voted Aye; motion carried.

- RES. NO. 2025-8412
PRIMADATA LLC
THREE-YEAR
CONTRACT
- G.4. Alderman Craig moved to adopt Resolution No. 2025-8412, A RESOLUTION TO EXECUTE A THREE-YEAR SERVICE AGREEMENT WITH PRIMADATA, LLC FOR PRINTING AND MAILING UTILITY BILLS, subject to an amendment to provide the approval of the agreement, shall be subject to such changes as approved by Water and Sewer Manager, Director of Administration and City Attorney. Seconded by Alderman Hasan. All voted Aye; motion carried.
- NORTHWOODS
SOFTWARE
DEVELOPMENT INC.
AGREEMENT
- G.5. Alderwoman Eichmann moved to authorize the City Health Officer or Mayor, Clerk, Director of Finance and City Attorney to sign and execute a contract with Northwoods Software Development Inc., in the amount of \$10,000, for a 50-hour software development time block for Americans with Disabilities Act compliance assessments and remediations, funded by the health department American Rescue Plan Act Grant. Seconded by Alderwoman Day. All voted Aye; motion carried.
- RES. NO. 2025-8413
UGLAND ASSOCIATES
LLC CONTRACT
- G.6. Alderwoman Eichmann moved to adopt Resolution No. 2025-8413, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO SIGN AND EXECUTE THE UGLAND ASSOCIATES LLC EVALUATION AND DATA COLLECTION CONTRACT. Seconded by Alderwoman Day. All voted Aye; motion carried.
- ORD. NO. 2025-2717
AMEND CHAPTER 183
ARTICLE VI DRUGS
AND DRUG
PARAPHERNALIA
- G.7. Alderwoman Day moved to adopt Ordinance No. 2025-2717, AN ORDINANCE TO AMEND CHAPTER 183 ARTICLE VI DRUGS AND DRUG PARAPHERNALIA, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, TO RENUMBER §183-23.1 HARMFUL SUBSTANCES, TO §183-25 HARMFUL SUBSTANCES, AND TO CREATE §183-24 HEMP-DERIVED CANNABINOID REGULATIONS. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ANNUAL MARKET
ADJUSTMENT TO WAGE
AND SALARY RATES
- G.8. Alderman Craig moved to approve a 2026 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates, both by 2%, along with a progress to Market Wage Adjustment, for non-represented employees effective with the start of the pay period with a pay date of January 9, 2026, and authorize Human Resources to incorporate the new Salary Ranges into the Employee Handbook. Seconded by Alderwoman Day. All voted Aye; motion carried.
- ORD. NO. 2025-2718
AMEND §245-10C.
PARKING
- G.9. Alderwoman Eichmann moved to adopt Ordinance No. 2025-2718, AN ORDINANCE TO AMEND §245-10C. PARKING, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, WHICH PERTAINS TO FORFEITURES FOR

VIOLATIONS OF PARKING REGULATIONS, TO INCREASE THE FORFEITURES THEREFORE. Seconded by Alderman Hasan. All voted Aye; motion carried.

2026 PROPERTY AND CASUALTY INSURANCE COVERAGE

G.10. Alderman Salous moved to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance, LWMMI, MPIC, and ACE American Insurance Company for 2026, for an estimated total annual premium of \$782,549, and to further authorize the payment of premiums in accordance with or as required by said policy documents. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. NO. 2025-8414 GEOGRAPHIC MARKETING ADVANTAGE LLC AGREEMENT

G.11. Alderwoman Eichmann moved to adopt Resolution No. 2025-8414, A RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATION TO EXECUTE A SERVICE AGREEMENT WITH GEOGRAPHIC MARKETING ADVANTAGE, LLC TO PROVIDE GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT AND DATABASE MAINTENANCE SERVICES FOR 2026. Seconded by Alderwoman Day. All voted Aye; motion carried.

RACINE COUNTY AGREEMENT FOR SOIL TESTING

G.12. Alderman Hasan moved to approve the 2026 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement. Seconded by Alderwoman Day. All voted Aye; motion carried.

RES. NO. 2025-8415 EHLERS AND ASSOCIATES INC. AGREEMENT

G.13. Alderwoman Eichmann moved to adopt Resolution No. 2025-8415, A RESOLUTION TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH EHLERS AND ASSOCIATES, INC. FOR POTENTIAL TAX INCREMENTAL DISTRICT CREATION FINANCIAL SERVICES subject to changes by the Economic Development Director, Director of Finance and City Attorney. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

CLOSED SESSION TAX INCREMENTAL DISTRICT 10 DEVELOPMENT AGREEMENTS WITH LXL PG APARTMENTS LLC

G.14. Alderwoman Eichmann moved to enter closed session at 7:27 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to consider Tax Incremental District 10 [creation thereof in process] Development agreements between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development to be named Poth's General, for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation

thereto and to effect such development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:24 p.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

CLOSED SESSION
PERSONNEL
COMPENSATION
ALIGNMENT
DISCUSSION

- G.15. Alderwoman Eichmann moved to enter closed session at 8:25 p.m. with regard to City personnel compensation alignment, 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 Alderman Craig on roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 8:25 p.m.

Mayor Nelson reconvened at 8:33 p.m.

Upon reentering open session at 9:31 p.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderwoman Day. All voted Aye; motion carried.

CLOSED SESSION
*FRANKLIN PUBLIC
SCHOOLS, ET AL. V. CITY
OF FRANKLIN COMMON
COUNCIL, ET AL.*

- G.17. Alderman Craig moved to enter closed session at 9:32 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 10:35 p.m., Alderman Hasan moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. On a roll call, Alderman Craig, Alderman Salous, Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli voted Aye; Alderwoman Day abstained. Motion carried.

CLOSED SESSION
POTENTIAL
AMENDMENT TO
AGREEMENT WITH JPM
ACOUSTICS

- G.16. Alderman Craig moved to enter closed session at 10:37 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 Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 10:38 p.m.
Mayor Nelson reconvened at 10:43 p.m.

Upon reentering open session at 10:59 p.m., Alderman Craig moved to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of December 16, 2025:

Grant 2025-26 New Operator License to: Autumn Cummins, Amanda Alvarado, Nicole Dahlin, Bridget Rebro, Alexandra Trudeau;

Hold 2025-26 New Operator License for Correction of Application to Amanda Feest;

Hold 2025-26 New Operator License for Appearance to Ji Youn Cindy Kim & Jazzmine Moria-Muthig; and

Grant Public Grant to: Franklin Lions Foundation-Fund Raisers & Club Monthly Meeting, Fee Waivers: Park Permits – Easter Egg Hunt, Club Meetings: St. Martin’s Fair Permit, Temporary Class “B” Beer, Operators Licenses, 4/4/26, 6/9/26, 7/14/26, 9/6/25-9/7/26, Lions Legend I, St Martin’s Fair; Fleet Reserve Association Branch 14-St Martin’s Fair, Fee Waivers: License Fees-St. Martin’s Fair, St. Martin’s Labor Day Fair, 9/6-9/7/26; Fair Presbyterian Church-Worship Services in the Park, Fee Waivers: Park Permits, Lion Legend Park I, 5/31/26 & 9/27/26; Franklin Lioness Lions Club-St Martin’s Fair, Fee Waivers: St Martin’s Fair Permit, Temporary Class “B” Beer & Operators Licenses, St Martin’s Labor Day Fair, 9/6-9/7/26; St Martin of Tours Parish-Vietnamese Lunar New Year Celebration, St Martin Egg Roll Sale-St Martin’s Fair, Scally Brothers Concert and Gilded Gala/Fall Harvest, Fee Waivers: Temporary “Class B” Beer & Wine, Temporary Entertainment & Amusement, Operators Licenses; St Martin’s Fair Permit, 2/22/26, 9/6-9/7/26, TBD Scally Brothers Concert, TBD Gilded Gala/Fall Harvest, St. Martin of Tours Parish Hall, Gym & Parking Lot at 7963 S 116th St; St Martin’s Labor Day Fair; Franklin Public Library Foundation-Literary Event Fundraiser, Fee Waiver: Temporary Class B License, TBD (Literary Event Fundraiser), Franklin Public Library-Fadrow Mtg Room.

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

VOUCHERS AND
PAYROLL

- I. Alderwoman Eichmann moved to approve City vouchers with an ending date of December 11, 2025 in the amount of \$3,073,605.48, and payroll dated December 12, 2025 in the amount of \$524,708.68 and payments of the various payroll deductions in the amount of \$301,128.59 plus City matching payments, and estimated payroll dated December 26, 2025 in the amount of \$483,000 and payments of the various payroll deductions in the amount of \$532,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

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

CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 18, 2025
MINUTES

ROLL CALL

A. The special meeting of the Franklin Common Council was held on December 18, 2025, and was called to order at 5:00 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, Alderwoman Day, Alderman Salous. Alderman Craig was excused. Also, in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and Deputy City Clerk Maggie Poplar.

CITIZEN COMMENT

B. Citizen comment period was opened at 5:01 p.m. and was closed at 5:01 p.m.

RES. NO. 2025-8416
ACCEPT DONATION OF
PROPERTY TKN 855-9907-000

C. Alderwoman Eichmann moved to adopt Resolution No. 2025-8416, A RESOLUTION TO ACCEPT THE DONATION OF THE ALIOTO LIVING TRUST PROPERTY BEARING TKN 855-9907-000 AT SOUTH 27TH STREET, FRANKLIN, WISCONSIN, TO THE CITY OF FRANKLIN, and to recognize that the closing statement shall provide the current property value and the donation of \$302,300. Seconded by Alderwoman Day. All voted Aye; motion carried.

ADJOURNMENT

D. Alderman Hasan moved to adjourn the meeting of the Common Council at 5:07 p.m. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

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APPROVAL	CORRECTED REQUEST FOR COUNCIL ACTION	MEETING DATE 1-06-26
REPORTS & RECOMMENDATIONS	Mayoral Appointments	ITEM NUMBER E. 1-6.

The Mayor has made the following appointments for Council confirmation:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2026.
2. Barbara Wesener, 7479 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1-year term expiring 12/31/2026.
3. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1-year term expiring 12/31/2026.
4. Jeffrey Kuderski, 8135 W. High St., Ald. Dist. 1 - Tourism Commission for a 1-year term expiring 12/31/2026.
5. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 - Tourism Commission for a 1-year term expiring 12/31/2026.
6. Aaron Smak, 6811 S. 51st St., Ald. Dist. 5 - Technology Commission for a 3 year unexpired term expiring 04/30/2027.

COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1-year term expiring 12/31/2026.
2. Barbara Wesener, 7479 Carter Circle S., Ct., Ald. Dist. 5 - Tourism Commission for a 1-year term expiring 12/31/2026.
3. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1-year term expiring 12/31/2026.
4. Jeffrey Kuderski, 8135 W. High St., Ald. Dist. 1 - Tourism Commission for a 1-year term expiring 12/31/2026.
5. William Elliott, 8160 S. Steepleview Dr., Ald. Dist. 2 - Tourism Commission for a 1-year term expiring 12/31/2026.
6. Aaron Smak, 6811 S. 51st St., Ald. Dist. 5 - Technology Commission for a 3 year unexpired term expiring 04/30/2027.

ROLL CALL VOTE

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Saturday, November 22, 2025 3:55 PM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: Aaron Smak
PhoneNumber:
EmailAddress: aaron.n.smak@gmail.com
YearsasResident: 30
Alderman: 5
ArchitecturalBoard: on
CivicCelebrations:
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission: on
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners:
CompanyNameJob1: Henneman Engineering
CompanyAddressJob1:
TelephoneJob1:
StartDateandPositionJob1:
EndDateandPositionJob1:
CompanyNameJob2: IMEG
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3: Mead & Hunt

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Aaron Smak

Date: 11/22/2025

Signature2: Aaron Smak

Date2: 11/22/25

Address: 6811 S. 51st Street Franjclin WI 53132

PriorityListing: Technology Commission

WhyInterested: I posses the following credentials: PMP, RCDD, Network+, Security+, CISSP, MBA, and Designer of Electrical Systems License (DE) - State of Wisconsin. This entailed 12 years of design experience and (5) Professional Engineers to sign off respectively. I have been in the A/E industry for ~20 years.

DescriptionofDutiesJob1: Low Voltage Design for commercial Buildings - ~\$100 million in construction cost. Consisting of Access Control, Video Surveillance, DAS, AV, and Structured cabling. I am responsible for Creating drawings and specifications through construction.

DescriptionofDutiesJob2: Low Voltage Design for commercial Buildings - ~\$100 million in construction cost. Consisting of Access Control, Video Surveillance, DAS, AV, and Structured cabling. I am responsible for Creating drawings and specifications through construction.

DescriptionofDutiesJob3: Low Voltage Design for commercial Buildings - ~\$100 million in construction cost. Consisting of Access Control, Video Surveillance, DAS, AV, and Structured cabling. I am responsible for Creating drawings and specifications through construction.

AdditionalExperience: I posses the following credentials: PMP, RCDD, Network+, Security+, CISSP, MBA, and Designer of Electrical Systems License (DE) - State of Wisconsin. This entailed 12 years of design experience and (5) Professional Engineers to sign off respectively. I have been in the A/E industry for ~20 years.

See Current Results

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">01/06/2026</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AUTHORIZATION TO ISSUE CHANGE ORDER NO. 2 FOR ADDITIONAL GEOTECHNICAL SERVICES FOR WEST DREXEL AVENUE TO TERRACON CONSULTANTS, INC. IN A DO NOT EXCEED AMOUNT OF \$13,700</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">B.1.</p>

BACKGROUND

The 2025 Local Street Improvement Program Project included reconstruction of West Drexel Avenue from South 60th Street to South Bridge View Drive. As part of that project, the City received geotechnical services from Terracon Consultants, Inc. to preform soil borings and complete a geotechnical report. These efforts provided the City with existing soil condition information to provide the best solution for the reconstruction of West Drexel Avenue. Those soil boring locations only included the section of West Drexel Avenue that was included as part of the 2025 Local Street Improvement Program Project (S. 60th St. to S. Bridge View Dr.).

The next section of West Drexel Avenue (S. Bridge View Dr. to Northwestern Mutual Way) is in desperate need of reconstruction. The roadway is adjacent to existing wetlands and is within floodplain limits. To provide the best solution for the reconstruction, the City would like Terracon Consultants, Inc. to conduct soil borings and provide a geotechnical report with recommendations for soil stabilization. This information will provide the City opportunity to receive accurate bids and produce a successful reconstruction project. The change order no. 2 from Terracon Consultants, Inc. to complete the geotechnical work is a do not exceed fee of \$13,700.

This work will need to be done prior to bidding out the project. The Engineering Department will bring the authorization to bid the project to the Common Council prior to bidding.

STAFF RECOMMENDATION

Approve Change Order No. 2 for additional geotechnical services (attached) to Terracon Consultants, Inc. in the do not exceed amount of \$13,700.00.

FISCAL NOTE

This work can be funded from the 2026 Local Street Improvement Program budget. No additional borrowing is required.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2026 - _____, a resolution to issue Change Order No. 2 for additional geotechnical services to Terracon Consultants, Inc. in the do not exceed amount of \$13,700.00.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO ISSUE CHANGE ORDER NO. 2 FOR ADDITIONAL GEOTECHNICAL SERVICES TO TERRACON CONSULTANTS, INC. IN THE DO NOT EXCEED AMOUNT OF \$13,700.00.

WHEREAS, The next section of West Drexel Avenue (S. Bridge View Dr. to Northwestern Mutual Way) is in desperate need of reconstruction.; and

WHEREAS, The City highly recommends a geotechnical report for West Drexel Avenue to analyze the existing soil conditions to continue with proposed design; and

WHEREAS, a professional geotechnical engineer will provide recommendations for soil stabilization, proposed pavement thickness, and identify critical areas that may result in additional undercutting so that the City can plan ahead for any added contingency needed.; and

WHEREAS, This work can be funded from the 2026 Local Street Improvement Program budget. No additional borrowing is required.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Change Order No. 2 for additional geotechnical services from Terracon Consultants, Inc., be signed and approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2026 by Alderman _____.

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 _____

CHANGE ORDER No. 2

This **Change Order No. 1** to the Agreement for Services dated 11/21/2024 ("Agreement") is between City of Franklin WI ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Drexel Avenue Improvements Project, as described in Agreement for Services. This Change Order is incorporated into and made part of the Agreement.

- 1. Scope of Services.** The scope of the additional or changed Services is described in the Scope of Services section of Consultant's Change Order Proposal, unless Services are otherwise described below or in Exhibit B to this Change Order (which section or exhibit are incorporated into the Change Order).

Scope 1: Perform 3 borings to 7.5 feet and 1 boring to 20 feet on W. Drexel Avenue from S. 31st Street to just east of the NML entrance drive. A moving lane shutdown will be setup and taken down by our traffic control subcontractor, Anasa. The thickness of asphalt and base course will be measured. The soil samples will be transported to our laboratory for moisture content, hand penetrometer and if needed, organic content testing. A report for this section of road will be generated providing recommendations for site preparation, geogrid stabilization, stone thickness and asphalt thickness for a 20 year design life pavement. The pavement recommendations are contingent on receiving traffic usage data for this section of the road from the client.

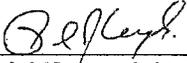
Scope 2: For W. Drexel Avenue from S. 51st Street to just east of the NML entrance, to provide as necessary, field visits, observing proofrolls, providing recommendations for stabilization of subgrade soils, attending meetings

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Change Order Proposal unless fees are otherwise stated below or in Exhibit C to this Change Order (which section or exhibit are incorporated into the Change Order).

Scope 1: Lump Sum of \$8,200

Scope 2: Time and materials basis for Senior/Principal Engineer at \$295/hour, Technician or Field Engineer at \$125/hour, plus mileage at \$1.1/mile, portal to portal, not to exceed \$5,500

All terms and conditions of the Agreement shall continue in full force and effect. This Change Order is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.
By:  Date: 12/22/2025
Name/Title: Paul J Koszarek / Department Manager
Address: 4900 S Pennsylvania Ave, Ste 100
Cudahy, WI 53110-1347
Phone: (414) 423-0255 Fax: (414) 423-0566
Email: Paul.Koszarek@terracon.com

Client: City of Franklin WI
By: _____ Date: _____
Name/Title: Mike Paulos / City Engineer
Address: 9229 W. Loomis Road
Franklin, WI 53132
Phone: _____ Fax: _____
Email: mike.paulos@graef-usa.com

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 01/06/2026</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">REQUEST TO SURVEY PROPERTIES FOR WATER AND SANITARY SEWER SERVICE ON SOUTH 76TH STREET FROM WEST RYAN ROAD TO WEST PARK CIRCLE WAY</p>	<p style="text-align: center;">ITEM NUMBER B.2.</p>

BACKGROUND

Milwaukee County Department of Transportation (MCDOT) is planning a road resurfacing project on South 76th Street (CTH U) from West Ryan Road (STH 100) to West Park Circle Way. The project schedule has a current letting date in Fall of 2026 and a construction start in Spring of 2027. There are approximately 7-8 properties adjacent to South 76th Street that currently do not have City water main or sanitary sewer in front of their property.

These property owners were once surveyed for sanitary sewer and water main in 2017 due to the residential development on the northwest corner of S. 76th St. and W. Oakwood Rd. The results from that survey (exhibit attached) were not in favor. Therefore, the water main and sanitary sewer extensions ended prior to these properties. We believe surveying these property owners again may provide different results now that S. 76th St. will be reconstructed.

Our goal would be to get these utilities designed, bid, constructed, and live prior to the Milwaukee County construction starting.

ANALYSIS

This request is only for action to survey the property owners, however, below is the estimated breakdown of project costs:

Estimated project cost for sanitary and water main extension= \$1,850,000.

Estimated special assessment reimbursement cost to the City= \$600,000.

FISCAL NOTE

This item will be going to the finance committee meeting on January 27th, 2026 for further review and consideration of the project funding.

STAFF RECOMMENDATION

Direct staff to survey the property owners and return to Common Council with the results.



S. 76th St. Sanitary Sewer and Water Main Extension



Legend

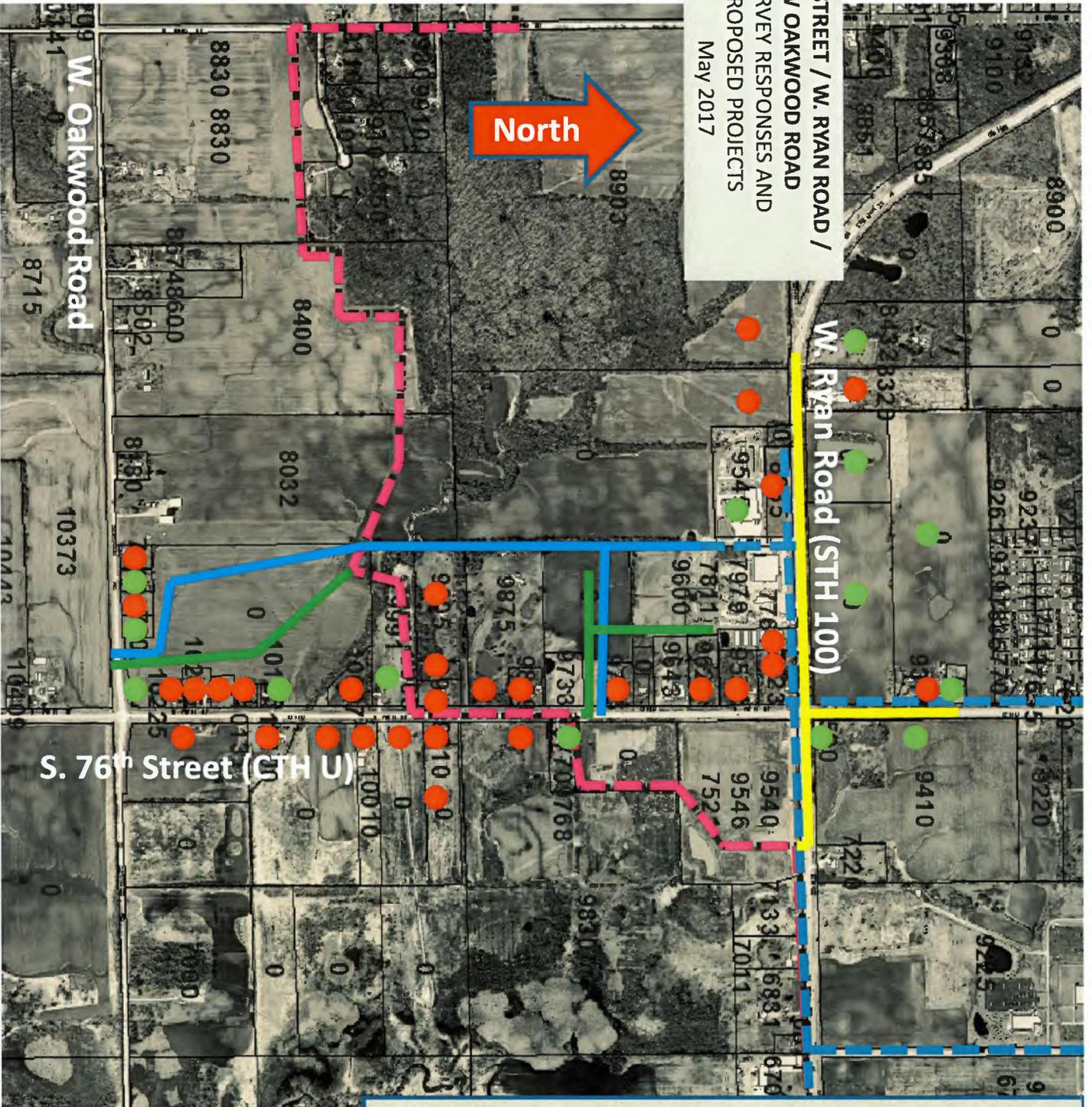
- Parcels
 - Tax Parcels
- Administrative
 - Municipal Boundaries

Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**S 76TH STREET / W. RYAN ROAD /
W OAKWOOD ROAD
SURVEY RESPONSES AND
PROPOSED PROJECTS
May 2017**



LEGEND	
	Existing Water
	Existing Ryan Creek Interceptor
	Proposed City Installed Sewer
	Proposed Developer Installed Sewer
	Proposed Developer Installed Water
	Responded "NO" to Water and/or Sewer Survey
	Responded "YES" to Water and/or Sewer Survey

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/06/2026
REPORTS & RECOMMENDATIONS	WEST DREXEL AVENUE (S. BRIDGE VIEW DR. TO S. NORTHWESTERN MUTUAL WAY) ROAD RECONSTRUCTION PROJECT	ITEM NUMBER H.3.

BACKGROUND

The 2025 Local Street Improvement Program Project included reconstruction of West Drexel Avenue from South 60th Street to South Bridge View Drive. The next section of West Drexel Avenue due for reconstruction is from S. Bridge View Dr. to S. Northwestern Mutual Way. This section of roadway is in very poor shape due to the subgrade conditions. There are adjacent wetlands and floodplains within this section causing the roadway to move and sink. Due to the poor subgrade, the amount of work to reconstruct this roadway is substantial. The earthwork will be a large part of this project to ensure the subgrade is built to withstand the high moisture and not sink.

This section of W. Drexel Avenue is adjacent to the proposed Costco development (NW corner of S. 27th St. and W. Drexel Ave.). The Costco development is currently scheduled to being construction Spring of 2026, with a tentative store opening in Fall of 2026. In order to get the road reconstruction done prior to Costco opening would be to bid it out in early Spring of 2026 and have a completion date prior to the Costco opening date.

ANALYSIS

The Engineering Department applied for WisDOT STP-U (Wisconsin Department of Transportation Surface Transportation Program- Urban) funding this fall. If awarded, the funding would result in 80% of the design and construction being reimbursed by the DOT, and 20% would be funded by the City. The funding that would be covered by the DOT would be capped at \$3,268,650.00. The City would be responsible for approximately \$817,162.00. This funding also requires DOT design and letting timeline, therefore, this funding cycle would not be able to be constructed until 2029 (3 years after Costco opens). The award results will not be posted until late Spring (April-May) of 2026. The WisDOT mentioned we can contact them at the end of January 2026 to get more information in regards to our chances on receiving this funding.

If we do not receive the funding, and would like to have this constructed prior to Costco opening up, the City would need to entirely fund the project. The estimated design and construction costs for this project are about \$4,000,000.00. This capital project was requested in the 2026 budget, but was not in the 2026 recommended budget.

FISCAL NOTE

This item will be going to the finance committee meeting on January 27th, 2026 for further review and consideration of the project funding.

STAFF RECOMMENDATION

Direct staff to continue with the design process and prepare to bid the project out in Spring of 2026 ahead of the Costco development opening.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE January 6, 2026
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement with the Franklin School District and Franklin High School, Located at 8222 S 51st St (TKN 807 9999 001)	ITEM NO. Ald. Dist. 5 B.4.

BACKGROUND

Pursuant to the approval of the Franklin High School expansion, it is necessary to enter into a development agreement (DA), at an estimated cost of improvements to the developer of \$1,117,812.00. The developer is C.D. Smith.

ANALYSIS

This agreement provides for the necessary public improvements required for the High School expansion. Included in the agreement is the extension of water main throughout the site and various storm water management improvements.

OPTIONS

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

Insurance certificates were requested and will be reviewed for conformance with current City requirements.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2026-_____ a resolution authorizing certain officials to execute a development agreement with the Franklin School District and Franklin High School, located at 8222 S. 51st St. (TKN 807 9999 001). Subject to all relevant signatures.

Engineering: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT WITH THE FRANKLIN SCHOOL DISTRICT AND
FRANKLIN HIGH SCHOOL, LOCATED AT
8222 S 51ST ST (TKN 807 9999 001)

WHEREAS, the Plan Commission at its regular meeting on October 9, 2025,
approved the site plan; and

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

WHEREAS, C.D. Smith, the developer, is willing to complete the installation of the
improvements provided for in the Development Agreement; and

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 the developer.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2026 by Alderman _____.

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 _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

FRANKLIN PUBLIC SCHOOLS

**FRANKLIN HIGH SCHOOL BUILDING ADDITION
& SITE IMPROVEMENTS**

January 2026

**DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2026, by and between Franklin Public Schools, a public school district, 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 a Site Plan for school facility improvements, 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: water main, including pipe, fittings, valves, hydrants and other water appurtenances, sidewalks, vehicular turnaround, and storm water management facilities; 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 One million, one hundred seventeen thousand, eight hundred twelve 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 Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$1,117,812, 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 may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement 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 Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

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

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) 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.
 - (c) The curb face to curb face width of the roads in the Development shall be as determined by the City Engineer.
 - (d) 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 attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;

- (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorney's fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:
- (1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Developer and all subcontractors retained by the Developer during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) as set forth herein and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

(2) The Developer shall 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 the 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
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS**

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
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS**

**LEGAL DESCRIPTION
OF DEVELOPMENT**

The West 1/2 of the Northeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXCEPTING THEREFROM that portion of Land conveyed in instrument recorded on June 06, 1967 in Reel 362, Images 1062-1065 as Document No. 4321782; August 12, 1983, in Reel 1556, Image 914 as Document No. 5642797; August 07, 1986, in Reel 1932, Images 950-951 as Document No. 5947553; and December 01, 2009 as Document No. 09819502.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS

GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS

Description of improvements required to be installed to develop the Franklin High School Building Addition & Site Improvements 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 the streets within the Development in accordance with the established street grades and the City approved street cross-section and specifications. *S
- 2. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
- 3. Water main and fittings on the site and/or easements 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
- 4. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S

5. Engineering, planning and administration services as approved. *S
6. Storm water management facilities 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 approved storm water management plan and/or approved system plan. *S
7. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS

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.

II. WATER SYSTEM

- A. Availability
 - 1. 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.

III. STORM DRAINAGE

- A. Components
 - 1. Storm drainage through and within the Development shall be provided by means of storm sewer that shall connect to the private storm water management ponds for the Development. 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. Responsibility of Discharged Water

1. 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.

B. Construction

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

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

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

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

C. 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 streets have been provisionally approved by the City.

IV. EASEMENTS

A. Water main

1. All public water main and fire hydrants shall be dedicated to the public in a 20-foot wide water main easement.

V. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a. Drainage has been rough graded and approved.

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.

VI. 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.

VII. 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
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS

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
Erosion Control	\$18,000
Grading in ROW	\$22,785
Sanitary System	N/A
Water System	\$564,568
Storm Sewer System	\$50,274
Paving (including sidewalk)	\$21,600
Street Trees (x \$400/lot)	N/A
Street Lights () @ approximately \$5,000/ea.	N/A
Street Signs	N/A
Underground Electric, Gas and Telephone	N/A
Retention Basin	\$124,200
SUBTOTAL	\$801,427
Engineering/Consulting Services	\$100,000
Municipal Services (7% of Subtotal)	\$56,100
Contingency Fund (20% of Subtotal)	\$160,285
TOTAL:	\$1,117,812

APPROVED BY: _____ Date: _____

Mike Paulos, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS

<p>ADDITIONAL DEVELOPMENT REQUIREMENTS</p>

1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer 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.
4. 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.
5. 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.
6. 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.

7. The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance.
8. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.
9. Construction Requirements:
 - a) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN PUBLIC SCHOOLS
FRANKLIN HIGH SCHOOL BUILDING ADDITION & SITE IMPROVEMENTS

CONSTRUCTION SPECIFICATIONS

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

ITEM	SPECIFICATION
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Public Concrete Sidewalk	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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/6/2026
REPORTS & RECOMMENDATIONS	TENTATIVE AGREEMENT BETWEEN THE CITY OF FRANKLIN AND THE FRANKLIN PROFESSIONAL POLICE OFFICERS ASSOCIATION FOR A 2025-2028 SUCCESSOR COLLECTIVE BARGAINING AGREEMENT	ITEM NUMBER D.5.

BACKGROUND

City staff responsible for labor negotiations and the Franklin Professional Police Officers Association, affiliated with the Wisconsin Professional Police Association (WPPA) Law Enforcement Employee Relations Division, have reached a Tentative Agreement (TA) for a successor collective bargaining agreement covering the period July 1, 2025, through December 31, 2028.

The Union membership has ratified the Tentative Agreement. Council approval is required before the agreement becomes effective. A Tentative Agreement is a comprehensive package resulting from extensive negotiations and compromise by both parties and is presented to Council as an **all-or-nothing proposal**.

If approved, the Tentative Agreement will be incorporated into a finalized labor agreement for execution.

Summary of Key Provisions

Overall, the Tentative Agreement represents a **straightforward and balanced settlement**, with wages being the most substantive change. The following highlights summarize the principal provisions:

Wages – Article 6

- The Tentative Agreement provides for **4% wage increases in each year of the agreement (2025–2028)**.
- At the outset of negotiations, the City of Franklin ranked in the **lower tier of its comparable communities** for patrol officer wages. Had wages remained static, Franklin would have continued to lose ground relative to peer municipalities competing for the same limited pool of qualified law enforcement candidates.
- The negotiated wage adjustments put Franklin in a more competitive position relative to **comparable communities**, supporting the City’s ability to recruit and retain qualified officers while maintaining fiscal responsibility. These adjustments restore competitiveness without placing Franklin at the top of the market and are consistent with current labor market realities.
- Maintaining a competitive wage structure also helps mitigate the **significant costs associated with employee turnover**, including recruitment, training, overtime coverage, and operational strain during vacancies.

Other Contractual Changes

The Tentative Agreement also includes non-substantive or housekeeping updates that do not materially impact costs or operations, including:

- Updates to Wisconsin Retirement System references to remove outdated language
- Removal of obsolete voluntary benefit options
- Updates to contract duration and effective dates
- Updates to ADA language and signatories
- Continuation and clarification of existing Letters of Understanding
- Adoption of a **longevity pilot program** intended to support retention during the contract term

The Tentative Agreement and a draft labor agreement are attached for Council review.

Recommendation

The Director of Administration, the Police Chief, the Human Resources Manager, and the Mayor **recommend approval** of the Tentative Agreement.

COUNCIL ACTION REQUESTED

A motion to approve the Tentative Agreement between the City of Franklin and the Franklin Professional Police Officers Association for the 2025–2028 successor labor agreement and to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement.



City of Franklin and WPPA July 1, 2025 - December 31, 2028
Collective Bargaining
Tentative Agreement
June 12, 2025

ARTICLE 3 – ASSOCIATION ACTIVITY

LW 6/2/25

KAA 6/12/2025

Section 3.02: The President of Franklin Police Officers Association Local 280 or their designee shall be granted up to twenty-four (24) hours of time off with pay for attendance at Union functions, including educational conferences and conventions. The time off must be approved by the Chief or their designee. The time off can be taken in increments of hours, if staffing allows, but cannot be canceled within forty-eight (48) hours of the approved time off. Association stewards and designated Association representatives shall have the right to post notices relating to legitimate Association business on bulletin board space supplied by the City, provided that a copy of any such notice is given to the Chief before posting.

Tentative Agreement 6/5/2025

ARTICLE 6 – WAGES

LW 6/2/25

KAA 6/12/2025

Section 6.01:

\$500 One-time signing bonus when ratified for all active officers, to be executed no later than August 8, 2025.

- July 1st, 2025: 4%
- Jan 2026: 4%
- Jan 2027: 4%
- Jan 2028: 4%

Section 6.03: Appointments of new hires as a Patrol Officer shall normally be made at the established minimum ("Start") rate of pay. The initial appointment of a new hire above the established starting rate of pay may be made by the City if it decides to hire a new employee with multiple years of experience. Any such appointment must be at an established annual step level as shown in section 6.01. If hired at the "6 Months" step, the employee would advance to the "1 Year" step after six calendar months, to the "2 Years" step after an additional 12 calendar months (a total of 18 months), and to each successive step after completing each subsequent year. If the employee is hired at steps 1, 2, 3, or 4, the employee would move to the next successive step after each completed calendar year, meaning there would be no 6-month step during the first year of employment. The Chief shall have the discretion (subject to the Mayor's oversight as required by law) to offer additional vacation and/or sick leave. This provision does not alter the probation requirements, the seniority level of the new hire, or any other benefits



City of Franklin and WPPA July 1, 2025 - December 31, 2028
Collective Bargaining
Tentative Agreement
June 12, 2025

related to years of service.

Tentative Agreement 6/5/2025

ARTICLE 7 – HOURS OF WORK ^{LU 6-2-25} KH 6/12/2025

Section 7.01: Patrol Officers. The normal shifts shall be as follows: First Shift – 6:45 A.M. to 3:00 P.M.; Second Shift – 2:45 P.M. to 11:00 P.M.; Third Shift – 10:45 P.M. to 7:00 A.M.; Swing Shift – 7:45 P.M. to 4:00 A.M.

Section 7.02D: Officers attending the police academy will work eight hours a day, Monday through Friday, five (5) workdays on, two (2) weekend days off. The final schedule, however, will be determined by the academy training schedule.

Officers attending the police academy will receive one and a half times their regular pay for any hours worked over 40 hours in a workweek and must obtain permission from a supervisor before working any overtime.

Section 7.03: Shift Selection. Patrol Officers will pick shifts annually before the initial vacation pick each year. Shift selections will be done by seniority, starting with the member with the highest seniority in the bargaining unit.

Modified MOUs:

1. School liaison officer position
2. Full-Time Crime Prevention Officer Primary Duty Assignment (language attached)

Tentative Agreement 6/5/2025

ARTICLE 8 – OVERTIME ^{LU 6-2-25} KH 6/12/2025

Section 8.01B: School/Training. Overtime regarding schooling and training sessions shall be paid at straight time, up to a maximum of eight (8) hours per day, at the employee's straight-time hourly rate. If the school or training session lasts for more than eight (8) hours in a day, or requires an overnight stay, the Employer will not be required to pay more than eight (8) hours of straight time per day, regardless of the total number of hours actually spent traveling or in attendance at the school or training session.



**City of Franklin and WPPA July 1, 2025 - December 31, 2028
Collective Bargaining
Tentative Agreement
June 12, 2025**

ARTICLE 11 – LONGEVITY *W 6-12-25*

KH 6/12/2025

Starting in 2026, Article 11 will be modified through a Memorandum of Understanding (MOU) as a pilot program, which will expire on December 31, 2028, unless mutually agreed upon by the parties to be extended based on the City's retention analysis during the term of the agreement. Retiring officers will not be considered in the City's turnover analysis.

Section 11.01: Each eligible employee who qualifies for years of service within the calendar year and is still employed when payment is due shall receive longevity pay in addition to the regular salary, based upon the following schedule:

- After 5 years of service, \$500.00 per year
- After 10 years of service, \$750.00 per year
- After 15 years of service, \$1000.00 per year

Capped at \$1,000

Payments will be made in the first paycheck of December, following the anniversary.

ARTICLE 15 – HEALTH INSURANCE *W 6-12-25*

KH 6/12/2025

Section 15.02A: The employee/retiree must have at least fifteen (15) years of full-time service with the City of Franklin. (Remainder of 15.02A has been removed)

Tentative Agreement 6/5/2025

ARTICLE 22 – SENIORITY *W 6-12-25*

KH 6/12/2025

Section 22.02: New employees shall not attain any seniority rights until they have completed their probationary period. The probationary period for new employees shall be one (1) year from the date of hire or the completion of the recruit academy, whichever is later. Provided, however, that this period may be extended for an employee by mutual agreement in writing between the employer and the Association. During such probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the Employer without recourse to the grievance procedure under Section 62.13 (5), Wisconsin Statutes. Upon completion of the above probationary period, an employee will be granted seniority rights from the original date of hire.

Celebrating Quality of Life



**City of Franklin and WPPA July 1, 2025 - December 31, 2028
Collective Bargaining
Tentative Agreement
June 12, 2025**

Section 22.08: Residency. Employees now covered by a residency requirement shall reside within Milwaukee, Waukesha, Racine Counties, or North of Hwy 50 in Kenosha County, or South of Hwy 60 in Ozaukee and Washington Counties.

Tentative Agreement 6/5/2025

ARTICLE 29 – DURATION AND NEGOTIATIONS *LS 6-12-25* *KA 6/12/2025*

Section 29.01: This agreement shall become effective upon ratification and shall continue in full force and effect until December 31, 2028. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement, except as otherwise provided for by law.

Side letter, pp. 32 and 33, for the Recruit Officer expired. ~~Shift MOU expires.~~

Tentative Agreement 6/5/2025

Memorandum of
Understanding
between
City of Franklin and the Franklin Professional Police
Officers Association
Pertaining to the School Liaison Officer position.
(Also referred to as the School Resource Officer or
SRO)

Whereas the City desires to re-institute the School Liaison Officer position, to be referred to as the SRO, which is allowed for by contract in Article VII, Section 7.02, C.

Whereas the SRO will work an 8 hour day Monday through Friday year round and will be assigned to Franklin Schools during the school year.

Now, therefore, the following constitutes the mutual agreement between the City and the Association relative to the re-institution of a SRO Duty Assignment and addressing associated changes as noted below.

1. The City may, in its sole discretion, establish or discontinue a SRO primary duty assignment. In the event the City so establishes such a duty assignment, this memorandum provides certain information relative to how the duty assignment will function and addresses the labor agreement items and wages, hours, and working conditions that require amendment or clarification.
2. The assignment will be filled by a Patrol Officer through an open selection process.
3. The City and Association recognize that some school activities occur during evening hours and weekends which will require some limited flexibility in hours of duty.
4. Administration of the total hours for the SRO shall occur generally as occurs for the full time Crime Prevention Officer. To reconcile hours worked between the modified work schedule noted above and the schedule hours of work of a Patrol Officer on a 5-2, 5-3 shift, the SRO shall be given 3.0 hours of straight-time compensation time per pay period, which time may be cashed-in at the discretion of the individual or used with the permission of the appropriate supervisor, including for use on holidays occurring during the regular Monday through Friday work week. As an individual moves into or out of this position and work week schedule, leave balances shall be adjusted to reflect the 8.0 or 8.25 hour duty day schedule, such that the transitions do not result in a net gain or loss in earned leave balances.
5. As the SRO has a distinct shift, the SRO would pick his/her vacation and any extra off days during the school year independent from the other shifts; would not be available for regular patrol assignments during the school year absent special or exigent circumstances, as determined by the Police Chief or his designee (but would be eligible for shifts/overtime outside their regular schedule); and would not be available for trades unless approved by the Police Chief or his designee. During the summer months when

school is not in session, the SRO will be utilized for patrol assignments. During this time period the SRO would be eligible for extra off days consistent with the current extra off day selection process for patrol officers.

6. Miscellaneous:

- A. The SRO remains a Patrol Officer, and the Patrol Officer assigned to this duty will maintain his/her department seniority.
- B. The SRO is paid as a Patrol Officer with no additional or supplemental pay, consistent with all other special duty assignments.
- C. At the end of their assignment as SRO, the Patrol Officer accepting this duty assignment will be allowed to return to the patrol shift held prior to accepting the SRO assignment, ~~except that the individual may write for a change in patrol shift assignment during their term as SRO. As such, the shift vacancy or vacancies created by an assignment to SRO will be posted as a temporary shift assignment.~~
- D. A Patrol Officer does not have a property right to a duty assignment.
- E. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not require adjustment between 8.0 and 8.25 hours.

CW
6-12-25
KA 6/12/2025

For The Union

For The City

Jeremy Fadness #52 Date 11-04-14

Rick Oliva Date 11-4-14

Union President, Jeremy Fadness

Chief Rick Oliva

Memorandum of Understanding
Between

City of Franklin and the Franklin Professional Police Officers Association
Pertaining to Full-Time Crime Prevention Officer Primary Duty Assignment

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Whereas certain Patrol Officers in the department currently have a part-time duty assignment as Crime Prevention Officer, and

Whereas the City desires to consolidate and expand some of the duties currently assigned to such individuals in order to improve efficiencies and to prepare the department for the future by enhancing the use of technology tools in communication and information collection and distribution with the public, such that establishing a full-time duty assignment as Crime Prevention Officer, working a Monday through Friday shift, is desirable.

Whereas the City and Association agree that a long-term modification to the work week that deviates from the 5-2, 5-3 schedule requires mutual agreement and amendment of the labor agreement and that establishing a full-time Crime Prevention Officer Primary Duty Assignment is beneficial to the operation of the department.

Now, therefore, the following constitutes the mutual agreement between the City and the Association relative to the establishment of a full-time Crime Prevention Officer Primary Duty Assignment, establishing a work week for this assignment that is primarily Monday through Friday, and addressing associated changes as noted below.

1. The City may, in its sole discretion, establish or discontinue a full-time Crime Prevention Officer primary duty assignment, hereafter referred to as CPO. In the event the City so establishes such a duty assignment, this memorandum provides certain information relative to how the duty assignment will function and addresses the labor agreement items and wages, hours, and working conditions that require amendment or clarification.
2. The assignment will be filled by a Patrol Officer through an open selection process. A Patrol Officer wishing to apply and, thus, the individual selected must have current crime prevention training and experience and must be currently serving as a CPO part time as part of their extra specialized duties.
3. The City and Association recognize that businesses and citizens working with this position will benefit from hours of work that are more representative of traditional business hours, provide for some early evening coverage, and provide for some limited flexibility. As such, a Section 7.03 D. of the labor agreement shall be added to read as follows:

"D. The Patrol Officer with the full-time duty assignment of Crime Prevention Officer shall work Monday through Friday and maintain an eight (8) hour shift normally falling between the hours of 8:00 a.m. and 7:00 p.m., as determined by the Police Chief from time to time after consultation with the Crime Prevention Officer. The Crime Prevention Officer, however, shall have flexible hours subject to the needs of the position and mutual agreement between the employee and his/her supervisor. When flexible hours are used by mutual agreement, the first eight hours worked shall be deemed the employee's scheduled duty hours."

1 4. Although a duty assignment and not a separate position, administration of the total hours for
2 the CPO shall occur generally as occurred for the School Liaison Officer. To reconcile hours
3 worked between the modified work schedule noted above and the schedule hours of work of a
4 Patrol Officer on a 5-2, 5-3 shift, the CPO shall be given 3.0 hours of straight-time compensation
5 pay time per pay period, which time may be cashed-in at the discretion of the individual or used
6 with the permission of the appropriate supervisor, including for use on holidays occurring during
7 the regular Monday through Friday work week. As an individual moves into or out of this duty
8 assignment and work week schedule, leave balances shall be adjusted to reflect the 8.0 or 8.25
9 hour duty day schedule, such that the transitions do not result in a net gain or loss in earned leave
10 balances.

11
12 5. As the CPO has a distinct shift, as per 3 above, the CPO would pick his/her vacation and off
13 days independent from the other shifts, would not be available for regular patrol assignments
14 absent special or exigent circumstances, as determined by the Police Chief or his designee (but
15 would be eligible for shifts/overtime outside their regular schedule); and would not be available
16 for trades unless approved by the Police Chief or his designee.

17
18 6. Miscellaneous:

19 A. The CPO remains a Patrol Officer, and the Patrol Officer assigned to this duty will
20 maintain his/her department seniority.

21 B. The CPO is paid as a Patrol Officer with no additional or supplemental pay consistent
22 with all other special duty assignments.

23 C. The shift change and selection procedures for the CPO do not extend to the part-time
24 Crime Prevention Officer special duty assignments.

25 D. At the end of their assignment as CPO, the Patrol Officer accepting this duty assignment ^{LC}
26 will be allowed to return to the patrol shift held prior to accepting the CPO assignment, ^{6/2/25}
27 ~~except that the individual may write for a change in patrol shift assignment during their~~
28 ~~term as CPO.~~ As such, the shift vacancy or vacancies created by an assignment to CPO ^{KH}
29 will be posted as a temporary shift assignment. ^{6/12/2025}

30 E. A Patrol Officer does not have a property right to a duty assignment.

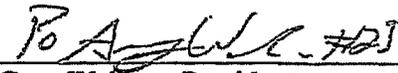
31 F. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not
32 require adjustment between 8.0 and 8.25 hours.

33
34 For the City

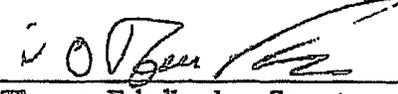
35 (Per Common Council Authorization)

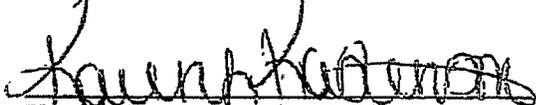
For the Union

36
37 
38 Richard Oliva, Police Chief Date

39  #25 6/27/25
40 Gary Wallace, President Date

41 
42 Kelly Hershey, Dir. of Admin. Date

43  6/27/25
44 Thomas Friedbacher, Secretary Date

45 
46 Karen Kastenson, City Clerk Date

47  6/30/25
48 Business Agent, WPPA Date

Agreement between the

CITY OF FRANKLIN

and the

FRANKLIN POLICE OFFICERS ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2025-2028

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1 **AGREEMENT**

2 This AGREEMENT is made and entered into by and between THE CITY OF
3 FRANKLIN (hereinafter referred to as the "City" or "Employer") and THE CITY OF
4 FRANKLIN LOCAL NO. 280 of the LAW ENFORCEMENT EMPLOYEE RELATIONS
5 DIVISION OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, (hereinafter
6 referred to as the "Association").

7
8 **INTENT AND PURPOSE**

9 A. It is intended that the following Agreement shall be an implementation of the
10 provisions of Section 111.70 of the Wisconsin Statutes.

11 B. Both of the parties of this Agreement are desirous of protecting and promoting the
12 interests of the general public and of reaching an amicable understanding with respect to the
13 Employer-employee relationship which exists between them and to enter into a complete
14 agreement covering rates of pay, hours of work, and conditions of employment.

15
16 **ARTICLE 1 - RECOGNITION**

17 Section 1.01: The City recognizes the Association as the exclusive bargaining agent for
18 all employees of the Franklin Police Department who have the power of arrest, but excluding the
19 Police Chief, Inspector, Captains, and all other supervisory, managerial, and confidential
20 employees.

21 Section 1.02: The Association shall be the exclusive representative of all employees in
22 the bargaining unit in all conferences, negotiations, and grievances.

23
24 **ARTICLE 2 - MANAGEMENT RIGHTS**

25 Section 2.01: The Association recognizes that, except as specifically limited, abridged, or
26 relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or
27 supervise the operations of the Employer and the employees are vested solely in the Employer.

28 The Employer shall have the right to make such reasonable rules and regulations
29 primarily related to mandatory subjects of bargaining, not in conflict with this Agreement, as it
30 may from time to time deem best for the purpose of maintaining order, safety, and/or efficient
31 operations. Any complaint relative to the reasonableness of a rule on its face or as applied to any

1 employee shall be subject to the provisions of the grievance procedure contained in this
2 Agreement.

3 Section 2.02: The City reserves the right to discipline or discharge an employee who has
4 completed his probationary period, provided that such discipline or discharge is for just cause.
5 Any non-probationary employee who is disciplined or discharged may appeal the discipline or
6 discharge pursuant to 62.13 of the Wisconsin Statutes.

7 Section 2.03: The City shall make reasonable provisions for the safety and health of the
8 employees during working hours. Failure by bargaining unit employees to use safety devices,
9 clothing, and equipment required by the City, and failure to follow safety practices, may subject
10 the offending employee to disciplinary action.

11 ARTICLE 3 - ASSOCIATION ACTIVITY

12 Section 3.01: The Association agrees to conduct its business off the job as much as
13 possible, but this shall not prevent Association stewards or designated Association
14 representatives from processing grievances or engaging in routine business such as posting
15 notices, etc., during regular working hours, provided that such activities do not interfere with
16 normal work operations and that such stewards or representatives limit such activities to a
17 reasonable time period after receiving permission from their immediate supervisor outside the
18 bargaining unit in advance of engaging in such activities. Section 3.02: The President of the
19 Franklin Police Officers Association Local 280 or their designee shall be granted up to twenty-
20 four (24) hours of time off with pay for attendance at Union functions, including educational
21 conferences and conventions. The time off must be approved by the Chief or their designee. The
22 time off can be taken in increments of hours, if staffing allows, but cannot be canceled within
23 forty-eight (48) hours of the approved time off. Association stewards and designated Association
24 representatives shall have the right to post notices relating to legitimate Association business on
25 bulletin board space supplied by the City, provided that a copy of any such notice is given to the
26 Chief before posting.

27 Section 3.03: One member of the Association's collective bargaining team may attend
28 bargaining sessions while on duty, subject to call.
29

30 ARTICLE 4 - DUES DEDUCTION

- 1 A. If an employee has a grievance, he shall first present the grievance orally to his
2 immediate supervisor, or the department head if such department head is his
3 immediate supervisor, either alone or accompanied by an Association representative
4 within ten (10) calendar days from the date of the act or condition complained of, or
5 within ten (10) calendar days of the employee gaining knowledge of the incident,
6 whichever is later. The grievance will be deemed settled unless, within fifteen (15)
7 calendar days of presenting the grievance to the immediate supervisor (or department
8 head), the grievant reduces the grievance to writing, signs the grievance, and presents
9 the written grievance to the immediate supervisor or department head.
- 10 B. The immediate supervisor or department head shall give his answer in writing within
11 ten (10) calendar days from the receipt of the written grievance.

12 Section 5.03 - Step Two:

- 13 A. If no settlement is reached in Step One, the grievance shall be referred to the Police
14 Chief within five (5) working days from the time the immediate supervisor was to
15 have submitted his answer, unless such Police Chief is the immediate supervisor.
- 16 B. The Police Chief shall then hold a meeting with the employee and his Association
17 representative, if the employee so elects, within five (5) working days after referral to
18 him to discuss the grievance. The Police Chief shall be required to consult with the
19 Director of Administration regarding the grievance and to provide his written answer,
20 with a copy of the written grievance sent to the Human Resources Department, within
21 twenty (20) workdays of the meeting with the employee and his Association
22 representative.
- 23 C. If the Police Chief is the immediate supervisor, Step Two shall be bypassed, except
24 that Subsection (B) of Step Two shall be used instead of Subsection (B) of Step One,
25 and the employee may proceed to Step Three of the Grievance Procedure.

26 Section 5.04 - Step Three: If no settlement is reached in Step Two, then such grievance
27 shall be submitted to arbitration within ten (10) working days from the time the Police Chief was
28 to have submitted his answer in the manner described below:

- 29 A. The Wisconsin Employment Relations will arbitrate the grievance
30 Commission arbitrator, as provided for in the Wisconsin Statutes.
31 The Association shall file the notice of appeal with the Wisconsin Employment.

1 Relations Commission, with a copy to the City Personnel Committee, whose
2 submission should be made to the Human Resource Coordinator or the Director of
3 Administration. Each party shall bear the expense of producing its own witnesses and
4 representatives, and any cost involved in the hearing will be shared equally by the
5 City and the Association.

6 B. The arbitrator so appointed shall hold a hearing at a time and place convenient to the
7 parties. The arbitrator shall take such evidence as in his judgment is appropriate for
8 the disposition of the dispute.

9 C. Upon completion of this hearing, the arbitrator shall be requested to render a written
10 decision within thirty (30) calendar days after the conclusion of testimony and
11 argument to both the City and the Association, which shall be final and binding upon
12 the parties. In making his decision, the arbitrator shall neither add to, detract from,
13 nor modify the language of this Agreement. The arbitrator shall have no authority to
14 grant wage increases or wage decreases. The arbitrator shall expressly confine
15 himself to the precise issue(s) submitted for arbitration and shall have no authority to
16 determine any other issue not so submitted to him or to submit observations or
17 declarations of opinion which are not directly essential in reaching the determination.
18 In any arbitration award, no right of management shall in any manner be taken away
19 from the City, nor shall such right be limited or modified in any respect excepting
20 only to the extent that this Agreement clearly and explicitly expresses an intent and
21 agreement to divest the City of such right.

22 D. All grievances not filed or appealed within the above time periods shall be deemed
23 abandoned. The term "working days" shall not include Saturdays, Sundays, or
24 holidays. The above time periods may be extended by mutual agreement of the
25 parties in writing.

26
27 [Remainder of page intentionally left blank]

ARTICLE 6 - WAGES

Section 6.01: The rates of pay for the various classifications of Police Officers shall be as follows:

	Hourly Eff. 7/1/2025 4% Increase	Hourly Eff. 1/1/2026 4% Increase	Hourly Eff. 1/1/2027 4% Increase	Hourly Eff. 1/1/2028 4% Increase
Patrol Officer				
Start	\$35.27	\$36.68	\$38.14	\$39.67
6 Months	\$36.38	\$37.83	\$39.35	\$40.92
1 Year	\$38.00	\$39.52	\$41.10	\$42.75
2 Years	\$38.79	\$40.34	\$41.96	\$43.64
3 Years	\$40.62	\$42.25	\$43.94	\$45.69
4 Years	\$44.78	\$46.57	\$48.44	\$50.37
Detective	\$48.82	\$50.77	\$52.80	\$54.91

There was a one-time \$500 signing bonus paid to all active officers upon ratification, which was payable no later than August 8, 2025.

Wage increases took effect at the start of the pay period that began on or after the date listed above.

In the event of any dispute in wages, any arbitrator or other such adjudicating body is instructed to add 4% to all above wage rates as a quid pro quo for the retiree health benefit improvements negotiated in the 2009-2010 labor agreement [(wage rate * .04) + wage rate = effective/comparable wage rate].

Section 6.02: The City will pay the IRS-approved standard mileage rate for Department-approved use of personal vehicles.

Section 6.03: Appointments of new hires as a Patrol Officer shall normally be made at the established minimum (“Start”) rate of pay. The City may make the initial appointment of a new hire above the established starting rate of pay if it decides to hire a new employee with multiple years of experience. Any such appointment must be at an established annual step level as shown in section 6.01. If hired at the “6 Months” step, the employee would advance to the “1 Year” step after six calendar months, to the “2 Years” step after an additional 12 calendar months (18 months total), and to each successive step after completing each subsequent year. If the employee is hired at steps 1, 2, 3, or 4, the employee would move to the next successive step

1 after each completed calendar year, meaning there would be no 6 Month step during the first
2 year of employment. The Chief shall have the discretion (subject to the Mayor's oversight as
3 required by law) to offer additional vacation and/or sick leave. This provision does not alter the
4 probation requirements, the new hire's seniority level, or any other benefits related to years of
5 service.

6 7 ARTICLE 7- HOURS OF WORK

8 Section 7.01 - Hours of Work:

- 9 A. Patrol Officers: The normal shifts shall be as follows: First Shift - 6:45 A.M. to 3:00
10 P.M.; Second Shift - 2:45 P.M. to 11:00 A.M.; Third Shift - 10:45 P.M. to 7:00
11 A.M.; Swing Shift - 7:45 P.M. to 4:00 A.M.
- 12 B. Detectives: Regular working hour shifts will be staggered to ensure there is
13 coverage in the Detective Bureau from 0700 hours until 1800 hours (M-F), in
14 accordance with a departmental policy as established and maintained by the Chief of
15 Police. Language will be included in a departmental policy that allows a Detective to
16 flex their daily schedule in advance by mutual agreement.
- 17 C. Nothing contained herein shall be construed to prohibit the City from establishing
18 other shifts.

19 Section 7.02 - Work Week:

- 20 A. Patrol Officers: The normal work schedule for all regular full-time Patrol Officers
21 shall consist of five (5) workdays followed by two (2) days off, followed by five (5)
22 workdays followed by three (3) days off, referred to as a 5-2, 5-3 duty schedule.
- 23 B. Detectives: The normal work schedule for a Detective shall consist of five (5)
24 workdays followed by two (2) days off. They will be scheduled to work Monday
25 through Friday with weekends off. Language will be included in a departmental
26 policy that allows a Detective to flex their work week in advance by mutual
27 agreement.
- 28 1. "On Call" Status: There will be a Detective assigned to an "On Call" status
29 from the close of the Detective Bureau business hours on the Monday of an
30 assigned "On Call" duty week until the following start of business hours on
31 the successive Monday. (This language addresses the end of the business day

1 for the Detective Bureau on the first Monday of an “On Call” Duty Week and
2 ends the successive week when the first Detective reports in for work.)

3 a. Rotation: This “On Call” status will rotate for each Detective (based on
4 staffing levels as instructed by the Chief of Police) in accordance with a
5 department policy as established and maintained by the Chief of Police.

6 i. Detectives will submit a signed, “On Call” schedule form for the
7 upcoming year to the Chief of Police within two weeks of the
8 completion of the vacation selection process each year. (Failure to do
9 so will give the Chief of Police or his designee authority to make such
10 assignments.)

11 ii. It is the responsibility of each Detective to find a replacement or trade
12 for any conflict to the schedule once it is finalized.

13 iii. In the event that an “On Call” coverage needs to be assigned based
14 upon an unscheduled or unplanned absence, or unavailability of the
15 designated Detective, the Chief may order a mandatory “On Call” duty
16 assignment, except that such assignment will not coincide with a
17 scheduled vacation day.

18 iv. The “On Call” policy will set forth the initial point of contact for all
19 incidents occurring after normal working hours, and who has the
20 authority to decide as to whether or not the “On Call” Detective will
21 be called to respond to an incident.

22 v. Establishment of an “On Call” Detective does not alter the fact that
23 any Detective is subject to call in and does not require that the
24 Department call in the “On Call” Detective first.

25 b. Compensation: The weeks in each calendar year will be divided by
26 the number of detectives assigned by the Chief to be available for on-
27 call duty (e.g., if there are 5 detectives, each detective will work
28 approximately 10.4 weeks in the calendar year). Each Detective will
29 be compensated with two (2) hours' pay for each “week” they work
30 on-call. “On Call” pay will only be issued in complete week blocks,
31 and can only be taken as pay. To avoid any potential conflict or
32 shortchanging for “On Call” status, Detectives will submit an overtime

1 card for two (2) straight time hours of pay after the completion of their
2 assigned "On Call" work week. They will be compensated for their
3 work on the following paycheck, in accordance with regular payroll
4 procedures. In the event of special circumstances that result in more
5 than one individual serving as the "On Call" Detective during a given
6 week, the individual "On Call" for the greatest portion of that week
7 will receive the "On Call" pay for that period. (Note: This provision
8 does not create a requirement upon the City to maintain a minimum of
9 five (5) Detectives.)

10 C. The position of School Liaison Officer shall work Monday through Friday, during
11 school hours, and consist of an eight (8) hour shift normally falling between the hours
12 of 7:00 A.M. and 4:00 P.M.

13 D. Officers attending the police academy will work eight hours a day, Monday through
14 Friday, five (5) workdays on, two (2) weekend days off. The final schedule, however,
15 will be determined by the academy training schedule.

16 Officers attending the police academy will receive one and a half (1.5) times their
17 regular pay for any hours worked over 40 hours in a workweek. It must obtain
18 permission from a supervisor before working any overtime.

19 E. The above language is intended to provide for overtime in situations where the City
20 requires that investigation duties be performed outside of the above-described work
21 hours, which work hours are further outlined in the above-referenced departmental
22 policies.

23 Section 7.03: Shift Selection. Patrol Officers will pick shifts annually before the initial
24 vacation pick. Shift selections will be done by seniority, starting with the member with
25 the highest seniority in the bargaining unit.

27 ARTICLE 8 - OVERTIME

28 Section 8.01:

29 A. OVERTIME. All hours worked outside of an employee's scheduled duty hours shall
30 be considered overtime hours and paid at the rate of one and one-half (1½) times the
31 employee's regular salary.

1 B. MANDATORY SCHOOLING/TRAINING. School/Training. Overtime regarding
2 schooling and training sessions shall be paid at straight time, up to a maximum of
3 eight (8) hours per day, at the employee's straight-time hourly rate. If the school or
4 training session lasts for more than eight (8) hours in a day, or requires an overnight
5 stay, the Employer will not be required to pay more than eight (8) hours of straight
6 time per day, regardless of the total number of hours actually spent traveling or in
7 attendance at the school or training session.

8 C. NON-MANDATORY SCHOOLING/TRAINING. Approved non-mandatory
9 schooling and training shall be paid at straight time up to a maximum of eight (8)
10 hours per day at the employee's straight time hourly rate. If the school or training
11 session lasts for more than eight (8) hours in a day, or requires an overnight stay, the
12 Employer will not be required to pay more than eight (8) hours of straight time per
13 day, regardless of the total number of hours actually spent traveling or in attendance
14 at the approved non-mandatory school or training session.

15 D. COMPENSATORY TIME.

16 1. Accumulation: In lieu of pay, officers may accumulate compensatory time off to
17 a maximum balance of two hundred (200) hours. Overtime will be paid for any
18 portion of compensatory time accrual that would exceed two hundred (200) hours.
19 Compensatory time may be taken off with the Chief's approval.

20 2. Carryover: Any portion of a compensatory time balance accumulated may be
21 carried forward from one calendar year to a subsequent calendar year; however,
22 any such balance carried forward may only be taken off and may not be paid out,
23 except in the case of termination.

24 3. Payout: Once per month, except in December and in conjunction with the time
25 sheets submitted for the last pay date of each month, employees may request
26 payout of any compensatory time balance accrued during that calendar year.
27 Payout is made at the then-current pay rate.

28 E. CANINE UNIT. For each pay period, the individuals in the canine unit will receive
29 six (6) hours of overtime for the care and feeding of the dog. The six (6) hours
30 for care and feeding may be taken only as pay and not as compensatory time off.
31 No overtime will be paid while the canine is kenneled. As such, any week where
32 kenneling has occurred, the hours of overtime shall be prorated (rounded to the

1 nearest tenth of an hour) based upon a count of the days not kenneled divided by
2 14 (the number of days in a pay period). In a kenneling period, the first partial
3 day (day of drop off) shall count as a day kenneled, and the second partial day
4 (day of pick-up) shall not be counted as a day kenneled.

5 Section 8.02: An employee who has worked overtime shall not be denied the right to
6 work his scheduled duty hours.

7 Section 8.03: If an employee is specifically called in to work outside his scheduled duty
8 hours, he shall be guaranteed a minimum of two (2) hours pay at time and one-half (1½). This
9 provision shall not apply where the call-in is made before or after an employee's scheduled duty
10 hours.

11 Section 8.04: An employee, who, with the approval of his supervisor, attends a City
12 Attorney Conference outside his scheduled duty hours, shall be guaranteed a minimum of two
13 (2) hours at his regular straight time pay unless such conference is consecutive to or after his
14 scheduled duty hours.

15 ARTICLE 9 - HOLIDAYS

16
17 Section 9.01: The following eleven (11) holidays shall be holidays for Police Officers
18 covered by this Agreement:

19 New Year's Day	Labor Day
20 President's Day	Thanksgiving Day
21 Friday before Easter	Day after Thanksgiving Day
22 Memorial Day	Christmas
23 Independence Day	Day preceding Christmas Day
24 Day preceding New Year's Day	

25 Section 9.02:

26 A. Patrol Officers covered by this Agreement shall be compensated at the rate of eight
27 and one-quarter (8.25) hours per day for each of the eleven (11) holidays designated
28 above.

29 B. Detectives and the School Resource Officer (SRO) covered by this Agreement shall
30 have the eleven (11) holidays designated above off.

31 1. If the holiday falls on a weekend, the Detective and the School Resource
32 Officer (SRO) may schedule the holiday off anytime within that particular pay

1 period, with all such selections requiring approval by the Chief of Police or
2 his designee. (If unforeseen staffing issues prevent the scheduling of the
3 holiday within the specific pay period, the holiday may be moved beyond that
4 pay period with the permission of the Chief of Police or his designee.)

5 C. Patrol Officers may elect to take their holidays in pay or compensatory time off in
6 accordance with the then-current departmental Vacation and Off-Time Request
7 Policy. [Note: It is the intent of the City, following ratification, to modify the current
8 SOP to include Patrol Officers with options that align with those of Dispatchers.]

9 Section 9.03: Employees shall be allowed four (4) personal days off per year, except new
10 employees who are hired before March 1st shall receive four (4) personal holidays, who are
11 employed before June 1st shall receive three (3) personal holidays, who are hired before
12 September 1st shall receive two (2) personal holidays, and who are employed on or after
13 September 1st shall receive one (1) personal holiday. Scheduling of personal days off will be in
14 accordance with the Vacation and Off Day policy as established by the Chief of Police.

15 16 ARTICLE 10 - VACATIONS

17 Section 10.01: Eligible employees of the Police Department covered under the terms of
18 this Agreement shall have vacation benefits based on years of continuous employment as
19 follows:

- 20 A. Ten (10) working days of vacation with full pay after completion of one (1) year of
21 employment.
- 22 B. Fifteen (15) working days of vacation with full pay after completion of six (6) years
23 of employment.
- 24 C. Twenty (20) working days of vacation with full pay after completion of thirteen (13)
25 years of employment.
- 26 D. Twenty-five (25) working days of vacation with full pay after completion of eighteen
27 (18) years of employment, provided the employee has accumulated at least one
28 hundred thirty (130) days of sick leave in the year the vacation is taken. In the event
29 that, within the last five (5) years of the year in which the vacation is to be taken, the
30 employee has suffered a significant illness or a series of illnesses wherein the
31 employee has used twenty (20) successive days of sick leave and would have been
32 eligible for the vacation set forth above, had not such illness occurred, then those days

1 taken for major sick leaves shall be counted to arrive at the one hundred thirty (130)
2 day sick leave accumulation required. Within the last ten (10) years of the year in
3 which the vacation is to be taken, if the employee can produce sufficient evidence of
4 the loss of sick time listed above, the days will be counted to arrive at the one-
5 hundred thirty (130) days.

6 E. Employees who have completed twenty-two (22) years of service will receive twenty-
7 five (25) working days of vacation regardless of the number of sick days they may
8 have accumulated.

9 Section 10.02: A vacation selection list shall be posted by November 15th for the
10 forthcoming year. Vacation selection shall be made by departmental seniority by employees on a
11 particular shift, regardless of whether or not included in the bargaining unit, provided that such
12 picks are made by January 15th of each year. Vacations must be arranged to avoid interfering
13 with the department's normal operations.

14 Section 10.03: Vacation allowance shall not be accumulated from year to year, except as
15 may be permitted by the Police Chief under special circumstances, with the knowledge and
16 approval of the Director of Administration.

17 Section 10.04: An employee will receive ten (10) days of vacation after the successful
18 completion of their probationary period. This vacation must be used by the end of the calendar
19 year. The employee will then receive another ten (10) days of vacation on January 1st. The
20 employee will continue to receive annual vacation benefits on January 1st of each year based on
21 the schedule in Section 10.01.

22 Section 10.05: To be eligible for a full vacation allowance after the initial end-of-
23 probation award, an employee must complete twelve (12) full months of service in the prior year.
24 A full month of service is any month in which an employee receives pay for at least ten (10)
25 days. If an employee has not completed twelve (12) full months of service in the prior year, his
26 vacation will be prorated based on the number of months of service completed.

27 Section 10.06: In the event an employee who has completed his probationary period of
28 employment terminates employment with the City, the employee shall be entitled to receive
29 payment for any vacation hours already in the employee's vacation account.

30
31 **ARTICLE 11 - LONGEVITY**

1 Section 12.05: Any holiday, regular off-duty day, or vacation day falling during a
2 member of the Department’s absences due to a condition for which sick leave credit would be
3 granted shall not be considered a chargeable day of sick leave.

4 Section 12.06: After three (3) months of a non-duty related injury or illness, sick leave
5 accumulation will be suspended until the employee returns to work, either on full duty or
6 modified duty.

7 Section 12.07: Sick Leave Incentive Program

8 Effective 1-1-10, a sick leave incentive program shall be implemented. Employees shall
9 receive credit based on the amount of sick leave hours used during each calendar year. Once the
10 use of sick leave hours is recorded within a payroll cycle, that sick leave use may not be altered
11 or adjusted, except for corrections as approved by the Director of Administration or his designee.
12 This benefit and the administration of this benefit shall be subject to all applicable IRS
13 regulations.

14 A. Employees shall begin to accrue their sick leave incentive credit during their first full
15 calendar year of employment. New employees who do not commence employment
16 on or by January 3rd will not receive credit for the partial calendar year.

17 B. Sick Leave Incentive Bank: Employees shall be credited an amount of money to a
18 sick leave incentive bank based upon the number of hours to be credited (per C
19 below) multiplied by three-quarters of the employee's hourly rate on December 31st of
20 the year for which the hours were accrued (employees with 13 years of service as of
21 7/1/2010 would be locked in at 110% benefit level and employees with 12 years of
22 service as of 7/1/2010 would be locked in at a 90% benefit level). By February 15th
23 of each year, the City shall provide a printout to each employee identifying the
24 amount of money credited to the employee's sick leave incentive bank for the prior
25 year and the accumulated total of the sick leave incentive bank, which listing may
26 include all members of the unit or department. Balances do not earn interest.

27 C. Credit Schedule: Employees shall receive a credit in hours based upon the amount of
28 sick leave hours used during the calendar year in accordance with the following
29 schedule:

<u>Sick Leave Usage</u>	<u>Hours to be converted to Dollars in Employee Incentive Bank</u>
0-8.25 hours	24.75 hours
8.26-14 hours	16.5 hours

1	14.01-20 hours	8.25 hours
2	20.01-26 hours	4 hours
3	26.01-36 hours	2 hours

4 Sick leave usage shall apply to any event for which an employee uses sick leave
5 during the year, including, but not limited to, state and federal FMLA leaves of
6 absence. In the final year of employment, when an employee terminates employment
7 or retires, the employee will receive a prorated credit based upon the portion of the
8 calendar year worked before the termination or retirement date.

9 D. Vesting and Distribution

- 10 1. Vesting. Employees shall be vested after 5 full calendar years of creditable
11 employment. An employee separating employment for any reason before
12 achieving 5 full calendar years of creditable employment shall have no right to the
13 amounts accrued, and such amounts shall be forfeited.
- 14 2. Separation before retirement and before qualifying for retiree health
15 insurance benefits per Section 15.02. After being vested, employees who leave the
16 employment of the City for any reason before retiring under the WRS and
17 qualifying for retiree health insurance benefits per Section 15.02, except
18 terminations for cause, will have the amount accumulated in their sick leave
19 incentive bank paid out as a separation benefit, and such amount will be taxable in
20 accordance with IRS rules. Employees terminated for cause shall have no right to
21 the amounts accrued, and such amounts shall be forfeited.
- 22 3. Separation at retirement when qualifying for retiree health insurance benefits per
23 Section 15.02. After being vested, employees who retire under the WRS and
24 qualify for retiree health insurance benefits under Section 15.02 will have the
25 amount accumulated in their sick leave incentive bank retained by the City to be
26 applied as a credit against the employee's share of retiree health insurance costs
27 until the fund is depleted. This benefit will be in addition to the benefit outlined
28 in Article 15.02. An employee shall not be obligated to pay for the "employee
29 share of retiree health insurance costs" until such amounts accumulated in the
30 employee's sick leave incentive account are exhausted. The employee will not
31 have an option or right to have the amount accumulated in their sick leave

1 incentive bank paid out as a separation benefit, nor will any excess balance
2 following termination from the health plan be paid out.

3 Section 12.07: Employees may donate vacation time to another member in the event of
4 catastrophic illness or injury if that member has no sick or injury leave left in his account. There
5 shall be a limit to such transfer of vacation time to any one member of twenty-five (25) days in a
6 two (2) year period. All such requests for transfer of vacation time under this section shall be in
7 writing and approved by the Chief of Police.

8 9 ARTICLE 13 - SEVERANCE PAY

10 Section 13.01: Upon retirement, each member covered by this Agreement shall receive
11 thirty (30) days' full pay as a minimum. Severance pay shall be accumulated at the rate of two
12 (2) days for each year of service, with the limitation that no additional severance pay over and
13 above the minimum severance pay of thirty (30) days shall be paid unless the employee has
14 accumulated sick leave corresponding to the severance pay he would be eligible for, to a
15 maximum of sixty (60) days. Severance pay shall be based upon an eight and one-quarter (8¼)
16 hour workday and at the rate of pay the employee is earning at the time of retirement.

17 Section 13.02: In the case of the death of an employee, that vacation which said
18 employee has earned up to his anniversary date and holidays not taken, as in accordance with the
19 existing agreement, shall be paid to his heirs.

20 [Note: A Memorandum of Understanding will be entered into for the City and Association to
21 discuss and implement the option for depositing the Severance Pay into a 457 plan, along with
22 language for deposits into a Roth IRA.]

23 24 ARTICLE 14 - CLOTHING ALLOWANCE

25 Section 14.01: Each member covered by this Agreement shall receive five hundred
26 dollars (\$500.00) in uniform allowance, which shall be paid in two (2) equal installments on the
27 last payroll date of April and October of each year by check, except an employee who has been
28 off of work due to an on-duty or off-duty injury or illness for 61 calendar days preceding either
29 date shall not be entitled to the clothing allowance for that date; however, upon return to work
30 they shall receive the last two clothing allowance payments missed, if any. This amount will
31 increase to five hundred seventy-five dollars (\$575) effective January 1, 2021.

1 ARTICLE 15 - HEALTH INSURANCE

2 Section 15.01: Employee Share of Monthly Health Insurance Premium (Premium Co-
3 Pay). Employees may participate in the City's Health Insurance Plans in accordance with the
4 plan's eligibility criteria. They will pay a percentage of the applicable monthly health insurance
5 premium as determined by the Common Council from time-to-time and as subsequently
6 incorporated into the Employee Handbook, which rate shall be the same as generally applies to
7 non-represented, non-supervisory employees except regarding the High Deductible Plan (which
8 allows participation in a Health Savings Account) the "with HRA" rate shall not exceed 15% of
9 the monthly premium and the "without HRA" rate shall not exceed 20% of the monthly premium.
10 If the City creates a Health Insurance Plan which is not generally available to non-represented,
11 non-supervisory employees, and/or which is predominantly limited to protective service
12 employees, the applicable employee share of the Monthly Health Insurance Premium shall not
13 be "as determined by the Common Council," as set forth above, but, rather, shall be subject to
14 negotiation.

15 Section 15.02: For employees who retire on a regular pension (disability pensions,
16 excluded), the City shall pay seventy-five percent (75%) of the cost towards the single plan
17 premium or the family plan premium of the health plan the employee was in before retirement,
18 and such payment shall remain frozen at that level throughout the period of such payment, under
19 the following conditions (if an employee/retiree switches from a family to a single plan the City
20 will continue to pay only 75% of the single plan premium that was in effect on the date of
21 retirement. If the employee elects single coverage at or after retirement and subsequently
22 switches to a family plan, the City will pay 75% of the family plan premium in effect on the date
23 of retirement, only if the family dependents were eligible for coverage on that date.

24 For retirements occurring after 1/1/2019, the following parameter or clarification applies.
25 Where it is referenced above that the City shall pay seventy-five percent (75%) of the retiree
26 health insurance premium upon retirement from the City service, that amount may vary, as
27 described further below, in the event the employee changes between plan types, including but not
28 limited to single, family, Medicare, high-deductible, or PPO plan types. If said retiree switches
29 from a higher-premium plan type to a lesser-premium plan type, the City will continue to pay
30 only 75% of the lesser-premium plan type that was in effect on the date of retirement; however,
31 if a retiree elects a plan type with a lesser premium at or after retirement and subsequently
32 switches back to a higher-premium plan type, the City will revert to paying 75% of the higher-

1 premium plan type that was in effect on the date of retirement only if the added dependents were
2 eligible for coverage on the date of retirement.

3 The following are the eligibility requirements for participation in the benefit under this
4 Section.

5 A. The employee/retiree must have at least fifteen (15) years of full-time service with the
6 City of Franklin.

7 B. The employee/retiree must be at least the statutory normal retirement age.

8 C. Participation in the City's health insurance program ceases at the earliest of the
9 following:

10 1. The employee/retiree is eligible for Medicare.

11 2. The employee/retiree's death.

12 Section 15.03: Any employee who retires from employment with the City under
13 Wisconsin Statutes 40.65, Duty Disability, and who is disabled from a range of jobs (not just law
14 enforcement) and unable to work shall be eligible for continued enrollment in the City's
15 conventional hospital and surgical insurance program. In this instance, the City shall pay toward
16 that health plan seventy-five percent (75%) of the plan-type premium (e.g., single, family, high-
17 deductible, etc.) amount in effect on the date the employee retires. Such payment toward the
18 retiree's City health insurance coverage shall remain frozen at that fixed-dollar amount
19 throughout the period of such payment so long as the employee is retired and enrolled in the plan
20 and until the retired employee qualifies for Medicare, except as noted immediately hereafter. If
21 said retiree switches from a higher-premium plan-type to a lesser-premium plan-type, the City
22 will continue to pay only 75% of the lesser-premium plan-type that was in effect on the date of
23 retirement; however, if a retiree elects a plan-type with a lesser premium at or after retirement
24 and subsequently switches back to a higher-premium plan-type, the City will revert to paying
25 75% of the higher-premium plan-type that was in effect on the date of retirement only if the
26 added dependents were eligible for coverage on the date of retirement. Section 15.07, pertaining
27 to comparable health benefits, applies to this Section.

28 Section 15.04: Any employee who retires from employment with the City under
29 Wisconsin Statutes 40.65, Duty Disability, and who is not disabled from a range of jobs but is
30 unable to work in law enforcement shall be eligible for continued enrollment in the City's
31 conventional hospital and surgical insurance program for 10 years from the date of the end of the
32 month of the last day worked. In this instance and subject to the maximum 10-year period, the

1 City shall pay toward that health plan seventy-five percent (75%) of the cost towards the plan-
2 type premium (i.e. single, family, high-deductible etc.) amount in effect on the date the employee
3 retires and such payment toward the retiree's City health insurance coverage shall remain frozen
4 at that fixed-dollar amount throughout the period of such payment so long as the employee is
5 retired and enrolled in the plan or until the retired employee qualifies for Medicare, except as
6 noted immediately hereafter. If said retiree switches from a higher-premium plan-type to a lesser-
7 premium plan-type, the City will continue to pay only 75% of the lesser-premium plan-type that
8 was in effect on the date of retirement; however, if a retiree elects a plan-type with a lesser
9 premium at or after retirement and subsequently switches back to a higher-premium plan-type, the
10 City will revert to paying 75% of the higher-premium plan-type that was in effect on the date of
11 retirement only if the added dependents were eligible for coverage on the date of retirement.
12 Section 15.07, pertaining to comparable health benefits, applies to this Section, but such
13 application does not extend the 10-year maximum period. Additionally, an employee who is
14 within 4 years of 1) meeting the conditions necessary to retire on a regular pension (which
15 currently under WRS is 54 or 53 with 25 years of service) and 2) qualifying for coverage under
16 15.02, when considering those extra 4 years as part of their continuous service may extend the 10
17 years to the date when the employee/retiree is eligible for Medicare or the employee's death,
18 whatever comes first.

19 Section 15.05: In the event a retiree selects or reverts to plan-type during an eligible
20 continuation period as outlined in and allowable per Sections 15.02 through 15.04, and that
21 premium-type did not exist on the premium share calculation date stated in those Sections,
22 The applicable premium-type rate shall be calculated based upon a percentage of the family plan
23 using the then-current year's premium rates.

24 Section 15.06: In the event the employee/retiree's spouse is not eligible for Medicare
25 when the employee/retiree's participation in this program ceases, the spouse may remain in the
26 same City group health plan until eligible for Medicare solely at the expense of the spouse,
27 provided that the spouse pays the full monthly premium therefor to the City Treasurer by the 15th
28 of the month before the month the premium is due, or the spouse may be dropped from the City's
29 insurance program.

30 Section 15.07: If the employee/retiree obtains other employment in which comparable
31 health benefits are available at a cost to the employee/retiree which does not exceed the
32 employee/retiree's cost under this City program, the employee/retiree must participate in the

1 other plan, provided that the employee/retiree may again participate in the City program when no
2 longer eligible for the other coverage, if otherwise eligible under Paragraph (C) and if the City's
3 insurance carrier agrees to permit such participation. As an alternative to participating in the
4 other plan, the employee/retiree may remain in the City plan, but only under a single contract
5 covering the employee/retiree.

6 Section 15.08: The employee/retiree must pay the balance of the full monthly premium to
7 the City Treasurer by the 15th of the month before the month the premium is due, or the
8 employee/retiree may be dropped from the City's insurance program.

9 Section 15.09: In the event an employee is killed in the line of duty, the employee's
10 spouse and dependents may remain in the City health insurance program, and the City will pay
11 seventy-five (75%) of the full cost of the premium for a period of one (1) year. At the
12 conclusion of the one (1) year period, the employee's spouse and dependents may remain in the
13 City health insurance program at their own expense, subject to the provisions of Section 15.05.

14 Section 15.10 - Dental Insurance: Dental insurance shall be made available by the City.
15 The City shall pay 100% of the single premium. Employees shall pay the difference between the
16 single and family premiums if the family plan is selected.

17 Section 15.11: The parties acknowledge that by operation of Wisconsin Statute Section
18 §111.70(4)(mc)(6), the design and selection of the health care coverage plan is a prohibited
19 subject of bargaining. In the event that this statutory language is amended, repealed, interpreted
20 or otherwise declared invalid such that the issues addressed in Article 15 – Health Insurance or
21 Appendix “A” and “B” to the 2011–2012 contract, in whole or in part, are no longer considered
22 prohibited subjects of bargaining, the parties agree to open the contract and discuss mutually
23 agreeable language relative to health care coverage and plan issues that become mandatory
24 subjects of bargaining based upon said declaration.

25 26 ARTICLE 16 - LIFE INSURANCE

27 Section 16.01: The City shall pay the full premium of the Life Insurance Plan currently in
28 effect for each member and shall retain the right to designate the insurance carrier. In 2020, the
29 City will explore offering supplemental insurance to employees, provided the provider offers it at
30 no cost to the City.

31 32 ARTICLE 17 - WISCONSIN RETIREMENT FUND

1 grandparent. One (1) day with full pay shall be granted in the event of the death of the member's
2 aunt or uncle.

3 Section 19.02: When a funeral leave of absence for death shall occur during a member's
4 regular vacation period, said vacation shall be considered as part or all of the leave granted.

5 Section 19.03: All applications for funeral leave shall be in writing and shall be submitted
6 to the Police Chief at the time of request for such leave. The funeral leave is not to be deducted
7 from sick leave.

8 Section 19.04: Through December 31, 2021, in the event the Common Council amends
9 the Funeral/Bereavement Leave Policy for general non-represented employees (other than just
10 adding grandchild), the Union may review that language and elect, in writing, to replace the
11 current Funeral Leave language herein, in its entirety, with the language in the general non-
12 represented employee policy in its entirety as adopted by the Common Council.

13 14 ARTICLE 20 - MILITARY LEAVE

15 Section 20.01: Each member of the Association who is required to take a period of
16 training with an organized unit of the Reserve Corps of the United States Army, Navy, Air
17 Force, Marine Corps, Coast Guard, and the National Guard, and who is ordered to active duty
18 shall be granted a leave of absence for a period not in excess of two (2) weeks annually upon
19 submission to the Police Chief of evidence of receipt of authentic orders.

20 Section 20.02: Any member of the Association who has completed one (1) year of
21 continuous service with the City shall be compensated for the difference between their base
22 service pay and their base departmental compensation for a period equivalent to the approved
23 military leave, but not to exceed two (2) weeks per year, if the base service compensation is less
24 than the base City compensation.

25 26 ARTICLE 21 - COLLEGE EDUCATIONAL INCENTIVE PROGRAM

27 The College Educational Incentive Program was converted to base wages effective in
28 2016.

29 30 ARTICLE 22 - SENIORITY

31 Section 22.01: Seniority is defined as the length of time that an employee has been
32 continuously employed as a full-time employee by the City in a position included in this
33 bargaining unit.

1 Section 22.02: New employees shall not attain any seniority rights until they have
2 completed their probationary period. The probationary period for new employees shall be one
3 (1) year from the date of hire or the completion of the recruit academy, whichever is later.
4 Provided, however, that this period may be extended for a particular employee by mutual
5 agreement in writing between the employer and the Association. During such probationary
6 period, the probationary employee may be disciplined or discharged at the sole discretion of the
7 Employer, without recourse to the grievance procedure under Section 62.13(5), Wisconsin
8 Statutes. Upon completion of the above probationary period, an employee will be granted
9 seniority rights from the original date of hire.

10 Section 22.03: A seniority roster will be posted and updated each January.

11 Section 22.04: Employees shall lose their seniority for any of the following reasons:

12 A. Discharge.

13 B. Resignation. (Any employee absent for 3 consecutively scheduled workdays without
14 notifying the Employer of the reason for absence may be considered as having
15 resigned, except where the employee has a legitimate reason for not informing the
16 Employer.)

17 C. Retirement.

18 D. Unexcused failure to return to work after the expiration of a leave of absence or
19 period for which Worker's Compensation was paid.

20 E. Failure to give notice of intent to report to work within five (5) working days after
21 having been recalled from layoff by certified mail sent to the last address furnished by
22 the employee to the City; or failure thereafter to return to work within two (2) weeks
23 after such notice of intent.

24 F. Accepts other employment while on a leave of absence, unless given written
25 permission to do so from the Personnel Committee.

26 G. On layoff for twenty-four (24) continuous calendar months or the length of
27 seniority, whichever is less.

28 Section 22.05: Assignments to fill Patrol Officer vacancies on a shift shall be made based
29 on seniority. The officer with the greatest seniority shall be given the first preference; the officer
30 with the next greatest seniority shall be given second preference, and so on until the vacancy is
31 filled. However, new officers may be temporarily assigned to a shift for up to a period of one (1)
32 year after their employment with the City.

1 Treasurer. If a day shift employee is released from jury duty early enough during his scheduled
2 shift, so that it is possible to report for work, he shall be required to do so.

3
4 **ARTICLE 26 - VOLUNTARY BENEFITS**

5 Section 26.01: Employees shall have the option of purchasing short-term disability
6 insurance, personal accident insurance, personal hospital intensive care insurance, and/or cancer
7 protection insurance from AFLAC. Employee participation in this 100% employee-paid benefit
8 requires premiums to be paid through payroll deduction.

9
10 **ARTICLE 27 - LONG-TERM DISABILITY**

11 Section 27.01: Employees covered by this Agreement shall have the opportunity to
12 participate in a Long-Term Disability Insurance Plan. Participation in such a plan shall be
13 voluntary. Those employees who wish to participate in the Long-Term Disability Insurance Plan
14 shall do so at their own expense.

15
16 **ARTICLE 28 - CONDITIONS OF AGREEMENT**

17 Section 28.01: Whenever the term "employee" is used in this Agreement, it shall refer to
18 a full-time employee unless specifically provided otherwise. Whenever the term "service" or
19 "employment" is used in this Agreement, it shall refer to full-time service or employment unless
20 specifically provided otherwise.

21 Section 28.02: All references to employees in the male or female gender shall be
22 interchangeable where applicable.

23
24 **ARTICLE 29 - DURATION AND NEGOTIATIONS**

25 Section 29.01: This agreement shall become effective upon ratification and shall continue
26 in full force and effect until December 31, 2028. The terms and conditions of this Agreement
27 shall continue to apply until superseded by another Agreement, except as otherwise provided for
28 by law.

29 Section 29.02: The terms of this Agreement shall not be changed or altered by any
30 subsequent Ordinance, Resolution, Executive Order, or Legislative or Executive Act of any kind
31 during the duration of this Agreement unless both parties to this Agreement agree to such change

1 or alteration. Any changes to the department's rules and regulations or to any work rules shall be
2 subject to the provisions of Article 2, Section 2.01.

3 Section 29.03: If any part or parts of this Agreement are invalid, it shall not invalidate the
4 entire Agreement.

5 Section 29.04: On or about July 1, 2028, the Association or the City shall notify the other
6 party of its intent to negotiate a Successor Agreement.

7 Section 29.05: Either party may select for itself a negotiator or negotiators for the
8 purposes of carrying on conferences and negotiations under the provisions of the applicable
9 Wisconsin Statutes.

10
11 **ARTICLE 30 - AMERICAN DISABILITIES ACT (ADA)**

12 Section 30.01: The City and Association agree to comply with the American With
13 Disabilities Act. In the event the employer finds it necessary to accommodate the disability of an
14 applicant or employee, the employer may modify job responsibilities, assignments, and
15 schedules as required to effectuate such accommodation.

16
17 [Remainder of page intentionally left blank]

1 Dated this _____ day of _____, 2025.

2
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9

CITY OF FRANKLIN

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION
FRANKLIN POLICE OFFICER
ASSOCIATION LOCAL #280

10
11
12
13
14
15

For the City:
(Per Common Council Authorization)

For the Union:

16
17
18
19

Craig Liermann, Police Chief Date

Allan German, President Date

20
21
22
23

Kelly Hersh, Director of Admin Date

Amy Wahl, Secretary Date

24

Shirley J. Roberts, City Clerk Date

Luke Wagner, WPPA Agent Date

1 Letter of Understanding
2 Between
3 City of Franklin and the Franklin Professional Police Officers' Association
4 Regarding Flexing of Normal Duty Hours of Patrol Officers
5

6 In an attempt to meet the Department's needs regarding employees working outside normal duty
7 hours, the Association and Administration agree to the following language.
8

9 Any flexing (which by definition does not include periods ordered into duty) for a Patrol Officer
10 of normal duty hours shall be on a mutually agreed-upon basis between the employee and the
11 Chief of Police or his/her designee. Flexing normal duty hours includes the following: changing
12 shifts or the starting and ending times of a shift.
13

14 Employees are limited to five (5) employee-requested and approved instances (which may
15 include multiple days if so approved by the Chief or his designee) of changing shifts or shift start
16 and end times on a calendar-year basis.
17

18 The Chief, or his designee, shall have sole discretion in approving such flexing of hours, and
19 such decisions shall not create, and may not be alleged to have created, a past practice.
20

21 The officer who is working a Monday through Friday primary duty assignment is excluded from
22 the application of this Letter of Understanding.
23

24 If at any time either party seeks to terminate this agreement, the Association and Administration
25 shall meet promptly and review this side letter to determine whether the parties agree to continue
26 the language. Should either party not agree, that party shall provide written notification of the
27 withdrawal from this agreement, effective 30 calendar days after the notice is provided.

1 Letter of Understanding
2 Between
3 City of Franklin and the Franklin Professional Police Officers' Association
4 Pertaining to a Monday through Friday work schedule for Police Officers
5 Incorporated as an Attachment to the 2022-2024 Contract Settlement
6

7 Whereas Patrol Officers in the department currently have Off Groups, which amount to
8 approximately 2002 hours of scheduled work during a calendar year, and
9

10 Whereas employees working Monday through Friday have 2080 hours of scheduled work during a
11 calendar year, and
12

13 Whereas the City and Association agree that a long-term modification to the work week that
14 deviates from the 5-2, 5-3 schedule requires mutual agreement and amendment of the labor
15 agreement, and that establishing a Monday through Friday Duty Assignment can be beneficial
16 to the operation of the department.
17

18 Now, therefore, the following constitutes the mutual agreement between the City and the
19 Association regarding the establishment of a Monday-through-Friday Primary Duty Assignment
20 and the associated changes noted below.
21

- 22 1. The City may, in its sole discretion, establish or discontinue a Monday through Friday
23 Officer primary duty assignment. In the event the City so establishes a duty assignment,
24 this memorandum provides certain information regarding how the duty assignment will
25 function and addresses the labor agreement items and wages, hours, and working
26 conditions that require amendment or clarification.
27
- 28 2. The assignment will be filled through an appointment process. A Patrol Officer wanting
29 this position may request such an assignment in writing. The Chief of Police will have
30 sole authority to assign an officer to this assignment.
31
- 32 3. The assignment will have duties as assigned by the Chief of Police. For example,
33 currently contemplated duties for this position include:
34 -Court Officer
35 -D.A.R.E. Officer
36 -Protective Behaviors classes
37 -Adopt-a-School Officer and Coordinator
38
- 39 4. Officer(s) on this assignment are expected to be available for patrol duty when not
40 engaged in other assigned duties.
41
- 42 5. Officers on this assignment will work an 8-hour shift Monday through Friday as
43 determined by the Chief of Police, but normally falling between the hours of 7:00 a.m.
44 and 7:00 p.m. An Officer in such an assignment shall have flexible hours subject to the
45 needs of the position and mutual agreement between the employee and his/her supervisor.
46 When flexible hours are used, the first eight (8) hours worked shall be deemed the
47 employee's scheduled duty hours. To reconcile hours worked between the modified

1 work schedule noted above and the schedule hours of work of a Patrol Officer on a 5-2,
2 5-3 shift, Officer(s) will be given 3.0 hours of straight-time compensation time per pay
3 period, which time may be cashed-in at the discretion of the individual or used with the
4 permission of the appropriate supervisor. As individuals move into or out of this duty
5 assignment and work week schedule, leave balances shall be adjusted to reflect the 8.0 or
6 8.25-hour duty day schedule, such that the transitions do not result in a net gain or loss
7 in earned leave balances.
8

9 6. Officers on this assignment would still pick his/her vacation and off days consistent with
10 current seniority practices.
11

12 7. Miscellaneous:

- 13 A. The assigned Officer remains a Patrol Officer and will maintain his/her department
14 seniority.
- 15 B. The Officer is paid as a Patrol Officer with no additional or supplemental pay
16 consistent with all other special duty assignments.
- 17 C. The Monday through Friday position will be considered a temporary shift
18 assignment.
- 19 D. A Patrol Officer does not have a property right to a duty assignment.
- 20 E. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not
21 require adjustment between 8.0 and 8.25 hours.
22

1 Letter of Understanding
2 Between
3 City of Franklin and the Franklin Professional Police Officers' Association
4 Pertaining to the School Liaison Officer position.
5 (Also referred to as the School Resource Officer or SRO)
6

7 **Whereas** the City desires to re-institute the School Liaison Officer position, to be
8 referred to as the SRO, which is allowed for by contract in Article VII, Section 7 .02, C.
9

10 **Whereas** the SRO will work an 8-hour day Monday through Friday year-round and will
11 be assigned to Franklin Schools during the school year.
12

13 **Now, therefore,** the following constitutes the mutual agreement between the City and the
14 Association regarding the re-institution of an SRO Duty Assignment and the associated changes
15 noted below.
16

17 1. The City may, in its sole discretion, establish or discontinue an SRO primary duty
18 assignment. In the event the City so establishes a duty assignment, this memorandum
19 provides certain information regarding how the duty assignment will function and
20 addresses the labor agreement items and wages, hours, and working conditions that
21 require amendment or clarification.
22

23 2. A Patrol Officer will fill the assignment through an open selection process.
24

25 3. The City and Association recognize that some school activities occur during evening
26 hours and weekends, which will require some limited flexibility in hours of duty.
27

28 4. Administration of the total hours for the SRO shall occur generally as occurs for the
29 full-time Crime Prevention Officer. To reconcile hours worked between the modified
30 work schedule noted above and the scheduled hours of work of a Patrol Officer on a 5-2
31 schedule. 5-3 shift, the SRO shall be given 3.0 hours of straight-time compensation time
32 per pay period, which time may be cashed-in at the discretion of the individual or used
33 with the permission of the appropriate supervisor, including for use on holidays occurring
34 during the regular Monday through Friday work week. *As* an individual moves into or out
35 of this position and work week schedule, leave balances shall be adjusted to reflect the
36 8.0- or 8.25-hour duty day schedule, such that the transitions do not result in a net gain or
37 loss in earned leave balances.
38

39 5. As the SRO has a distinct shift, the SRO would pick his/her vacation and any extra off
40 days during the school year independent from the other shifts; would not be available for
41 regular patrol assignments .during the school year absent special or exigent
42 circumstances, as determined by the Police Chief or his designee (but would be eligible
43 for shifts/overtime outside their regular schedule); and would not be available for trades
44 unless approved by the Police Chief or his designee. During the summer months when
45 school *is* not in session, the SRO will be assigned to patrol duties. During this period, the
46 SRO would be eligible for additional off days, consistent with the current extra-off-day
47 selection process for patrol officers.

1 6. Miscellaneous:
2

- 3 A. The SRO remains a Patrol Officer, and the Patrol Officer assigned to this duty
4 will maintain his/her department seniority.
5 B. The SRO is paid as a Patrol Officer with no additional or supplemental pay,
6 consistent with all other special duty assignments.
7 C. At the end of their assignment as SRO, the Patrol Officer accepting this duty
8 assignment will be allowed to return to the patrol shift held before accepting
9 the SRO assignment.
10 D. A Patrol Officer does not have a property right to a duty assignment.
11 For ease of administration, the Sick Leave Incentive Program table at 12.06
12 shall not require adjustment between 8.0 and 8.25 hours.
13

14 For the City:

15 (Per Common Council Authorization)

For the Union: *

16
17
18
19 _____
Craig Liermann, Police Chief Date

Allan German, President Date

20
21
22
23 _____
Kelly Hersh, Director of Admin Date

Amy Wahl, Secretary Date

24
25
26
27 _____
Shirley J. Roberts, City Clerk Date

Luke Wagner, WPPA Agent Date

1 Memorandum of Understanding
2 Between
3 City of Franklin and the Franklin Professional Police Officers Association
4 Pertaining to Full-Time Crime Prevention Officer Primary Duty Assignment
5

6 Whereas certain Patrol Officers in the department currently have a part-time duty assignment as
7 Crime Prevention Officers, and
8

9 Whereas the City desires to consolidate and expand some of the duties currently assigned to such
10 individuals to improve efficiencies and to prepare the department for the future by enhancing the
11 use of technology tools in communication and information collection, and distribution with the
12 public, such that establishing a full-time duty assignment as Crime Prevention Officer, working a
13 Monday through Friday shift, is desirable.
14

15 Whereas the City and Association agree that a long-term modification to the work week that
16 deviates from the 5 2, 5-3 schedule requires mutual agreement and amendment of the labor
17 agreement, and that establishing a full-time Crime Prevention Officer Primary Duty Assignment
18 is beneficial to the operation of the department.
19

20 Now, therefore, the following constitutes the mutual agreement between the City and the
21 Association relative to the establishment of a full-time Crime Prevention Officer Primary Duty
22 Assignment, establishing a work week for this assignment that is primarily Monday through
23 Friday, and addressing associated changes as noted below.
24

25 1. The City may, in its sole discretion, establish or discontinue a full-time Crime Prevention
26 Officer primary duty assignment, hereafter referred to as CPO. In the event the City so
27 establishes a duty assignment, this memorandum provides certain information regarding how the
28 duty assignment will function and addresses the labor agreement items and wages, hours, and
29 working conditions that require amendment or clarification.
30

31 2. A Patrol Officer will fill the assignment through an open selection process. A Patrol Officer
32 wishing to apply and, thus, the individual selected must have current crime prevention training
33 and experience, and must be currently serving as a CPO part-time as part of their extra
34 specialized duties.
35

36 3. The City and Association recognize that businesses and citizens working with this position
37 will benefit from hours of work that are more representative of traditional business hours,
38 provide for some early evening coverage, and provide for some limited flexibility. As such, a
39 Section 7.03 D. of the labor agreement shall be added to read as follows:
40

41 "D. The Patrol Officer with the full-time duty assignment of Crime Prevention Officer
42 shall work Monday through Friday and maintain an eight (8) hour shift normally falling
43 between the hours of 8:00 a.m. and 7:00 p.m., as determined by the Police Chief, from
44 time to time, after consultation with the Crime Prevention Officer.

45 The Crime Prevention Officer, however, shall have flexible hours, subject to the needs
46 of the position and mutual agreement between the employee and his/her supervisor.

47 When flexible hours are used by mutual agreement, the first eight hours worked shall
48 be done as the employee's scheduled duty hours."

1 4. Although a duty assignment and not a separate position, administration of the total hours for
2 the CPO shall occur generally as occurred for the School Liaison Officer. To reconcile hours
3 worked between the modified work schedule noted above. The schedule hours of work of a
4 Patrol Officer on a 5-2, 5-3 shift, the CPO shall be given 3.0 hours of straight-time compensation
5 pay time per pay period, which time may be cashed-in at the discretion of the individual or used
6 with the permission of the appropriate supervisor, including for use on holidays occurring during
7 the regular Monday through Friday work week. As an individual moves into or out of this duty
8 assignment and work week schedule, leave balances shall be adjusted to reflect the 8.0 or 8.25-
9 hour duty day schedule, such that the transitions do not result in a net gain or loss in earned leave
10 balances.

11
12 5. As the CPO has a distinct shift, as per 3 above, the CPO would pick his/her vacation and off
13 days independent from the other shifts, would not be available for regular patrol assignments
14 absent special or exigent circumstances, as determined by the Police Chief or his designee (but
15 would be eligible for shifts/overtime outside their regular schedule); and would not be available
16 for trades unless approved by the Police Chief or his designee.

17
18 6. Miscellaneous:

- 19 A. The CPO remains a Patrol Officer, and the Patrol Officer assigned to this duty will
20 maintain his/her department seniority.
21 B. The CPO is paid as a Patrol Officer with no additional or supplemental pay consistent
22 with all other special duty assignments.
23 C. The shift changes and selection procedures for the CPO do not extend special duty
24 assignments to the part-time Crime Prevention Officer.
25 D. At the end of their assignment as CPO, the Patrol Officer accepting this duty assignment
26 will be allowed to return to the patrol shift held before accepting the CPO assignment. As
27 such, the shift vacancy or vacancies created by an assignment to CPO will be posted as a
28 temporary shift assignment.
29 E. A Patrol Officer does not have a property right to a duty assignment.
30 F. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not
31 require adjustment between 8.0 and 8.25 hours.

32
33 For the City:

34 (Per Common Council Authorization)

For the Union:

35
36
37
38 _____
39 Craig Liermann, Police Chief Date

_____ Date
Allan German, President

40
41
42 _____
43 Kelly Hersh, Director of Admin Date

_____ Date
Amy Wahl, Secretary

44
45
46 _____
Shirley J. Roberts, City Clerk Date

_____ Date
Luke Wagner, WPPA Agent

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 6, 2026
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2026, with JSA Environmental, Inc.	ITEM NUMBER J.S.6.

JSA Environmental, Inc. has been providing landfill monitoring services at the Metro landfill for the past 21 years. The last annual contract expired December 31, 2025. Attached is a draft contract to renew the terms of the 2025 agreement for 2026; rates therein did not change from 2025, though the reimbursable mileage rate has increased in the amount of \$0.05 to a total of \$0.70 per mile to match the IRS allowance. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2026, with JSA Environmental, Inc.



December 16, 2025

Project No: 1036.10066
Jesse Wesolowski, Esq
Attorney to the City of Franklin
11402 W. Church Street
Franklin, Wisconsin 53132

Re: 2026 JSA Environmental Professional Services for the City of Franklin

Dear Jesse;

We, JSA Environmental (JSA), would like to continue to offer our Professional Services to the City of Franklin. We consider the City of Franklin to be a Legacy Client and offer rates that are greatly reduced (~40%) from our Standard Rates. Attached is a copy of our Legacy Rates for 2026, which are not changed from 2025¹. Our last rate increase was in 2025.

Also attached, please find our "Scope of Professional Services". JSA currently audits the WMWI Metro Facility twice per month and reports directly to the Waste Facility Monitoring Committee, and its Chair; Marvin Wolff.

Our Principal Engineer supplies the majority of services to the City of Franklin. He now has more than 17 years of experience auditing the operation and reviewing the design of the WMWI Metro Facility as well as entering his 35th year of experience in environmental engineering and consulting.

I, as Principal Engineer, and my staff; greatly appreciate the experience and the continued opportunity to serve the City of Franklin. If you, or the City of Franklin, have any questions or comments regarding our current or future services, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read 'Jo-Walter Spear, Jr.', written in a cursive style.

Jo-Walter Spear, Jr., P.E., S.C. JSA Environmental, Principal Engineer

¹ Mileage reimbursement will be \$0.70 instead of \$0.65 in 2026

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

This Standard Agreement for Services (the "AGREEMENT") is between JSA Environmental, Inc., a Subchapter S corporation organized pursuant to Wisconsin Law (CONSULTANT), and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).

ARTICLE 1. SCOPE OF SERVICES

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee; reports to the City of Franklin shall be to the City Clerk; and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

ARTICLE 2. COMPENSATION

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2026, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

ARTICLE 3. TERMS OF PAYMENT

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT.

A. INVOICING

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

B. PAYMENTS

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

C. LIENS

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

ARTICLE 4. OBLIGATION OF CONSULTANT

A. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

B. REPORTING

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

C. PERFORMANCE

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

D. WORKING FILES

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

E. HOLD HARMLESS

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT; provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT.

F. CODES, LAWS, AND REGULATIONS

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT.

G. PERMITS, LICENSES, AND FEES

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices.

H. INSURANCE

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

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

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured as required above.

I. ACCESS TO RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder.

J. SUSPENSION OF WORK

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services. In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance. CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence.

K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc. or any of its subsidiaries. No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc. within two years of this AGREEMENT shall be assigned to work under this AGREEMENT.

L. CONFLICT OF INTEREST

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates, their officers, employees or agents, will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT.

M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities. CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will conform to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

ARTICLE 5. OBLIGATIONS OF CLIENT

A. TIMELY REVIEW

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT a timely manner.

B. PROMPT NOTICE

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

C. CHANGES

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Services. CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

D. AUTHORITY OF CLIENT

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. PROPRIETARY INFORMATION

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

B. ASSIGNMENTS

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

C. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

D. FORCE MAJEURE

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

E. AUTHORIZATION TO PROCEED

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and CLIENT and has no third party beneficiaries.

G. JURISDICTION

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

H. SEVERABILITY AND SURVIVAL

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

I. TERMINATION

(1) TERMINATION FOR CONVENIENCE

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT will not be entitled to compensation for profit on the Services not performed.

(2) TERMINATION FOR DEFAULT

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure.

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes log book pages, terminal data, computations and designs.

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

J. DELAYS AND EXTENSION OF TIME

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible time extension involved. Due to the time sensitive nature of the Services bring provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT. No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT. No extension of time will be considered for weather conditions normal to the area in which the Services are being performed. Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time. Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay. The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2026. This term may be extended by mutual consent of both parties.

ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to:

For the CLIENT:

For the CONSULTANT:

City of Franklin

JSA Environmental, Inc.

9229 West Loomis Road

2410 N. Palmer Street

**STANDARD AGREEMENT FOR SERVICES TO MONITOR
COMPLIANCE AT METRO RECYCLING AND DISPOSAL
FACILITY DURING OPERATIONS AND CONSTRUCTION**

Franklin, Wisconsin 53132

Milwaukee, WI 53212

ATTN: Kristi Quiles-Steffen, Administrative
Assistant for Engineering Department

ATTN: Jo-Walter Spear, Jr., P.E.

ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT: Attachment A.

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the dates set forth below and delivered and effective the ____ day of January, 2026.

Approved for **JSA Environmental, Inc.**

Accepted for **City of Franklin**

By _____

By: _____

Name: Jo-Walter Spear, Jr., P.E.

Name: John R. Nelson

Title: Project Manager

Title: Mayor

Date: _____

Date: _____

By: _____

Name: Shirley J. Roberts

Title: City Clerk

Date: _____

By: _____

Name: Danielle L. Brown

Title: Director of Finance & Treasurer

Date: _____

Approved as to form:

By _____

Name: Jesse A. Wesolowski

Title: City Attorney

Date: _____

JSA Environmental, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI

LANDFILL OPERATIONS AUDITING

The scope of services has been broken down into the following tasks:

Task 1 Auditor's Manual

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

Deliverables: Auditors Manual

Task 2 Operations and Construction Audit

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility(Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

Deliverables: Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

Task 3 Odor Monitoring

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

Deliverables: Copy of the Odor Monitoring Map with every Audit Report, provide and maintain database of odor complaints.

Task 4 Environmental Monitoring and Data Analysis

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

Deliverables: Quarterly and Annual review of Metro's analysis of groundwater and surface water quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

Task 5 Facility Closure and Post-Closure Care Monitoring

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written

assessment to the City indicating whether sufficient funds have been set aside.

Deliverable: Annual written report assessing funding requirements for closure and post-closure monitoring.

Task 6 Attendance at Landfill Committee Meetings

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

Deliverable: Documentation as requested by the committee at prior meetings, if any.

Task 7 Additional Services as Requested

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

Deliverable: Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City

**Rates and Conditions
 For Legacy Clients
 2026**

<u>Title</u>	<u>Rate</u>
Principal Engineer	\$ 108.00
Administration	\$ 55.00
Engineering Technician	\$ 55.00

Mileage is billed at \$ 0.70 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.15 per page for letters, memorandum, reports, etc and \$0.29 for color letter sized. Drawings are billed at \$ 0.70 per square foot of drawing for black and white and \$ 3.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed an hour of Administrative Services to recover accounting and billing costs.

JSA Environmental charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. JSA reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which maybe taken by the client when making payment.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2026, WITH JSA ENVIRONMENTAL, INC.

WHEREAS, JSA Environmental, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2026, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for professional environmental engineering services Standard Agreement for Services to Monitor Compliance at Metro Recycling and Disposal Facility During Operations and Construction, with JSA Environmental, Inc., as previously extended by the Common Council to December 31, 2025, be further extended to December 31, 2026, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

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

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

RESOLUTION NO. 2026-____
Page 2

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/6/2025
REPORTS & RECOMMENDATIONS	CONSIDERATION OF OPTIONS FOR THE FUTURE DISTRIBUTION METHOD OF THE CITY NEWSLETTER	ITEM NUMBER B.7.

BACKGROUND

The City of Franklin has historically produced and mailed a printed quarterly newsletter to all parcels throughout the city. Over time, printing and postage costs have increased significantly due to rising material, labor, and mailing expenses, as well as increased parcel counts.

During the 2026 budget development process, Administration was directed to reduce expenditures by approximately \$25,000. After evaluating discretionary operational costs, Administration identified the newsletter mailing as an area where meaningful savings could be achieved while continuing to provide public access to information.

Accordingly, a transition to a digital-first newsletter model was planned and communicated, with the December 2025 edition serving as the final full mailed issue. Under the planned model, newsletters would be published online and made available electronically, with printed copies accessible through an opt-in process or at City facilities and Senior Program-related events.

Following limited resident feedback, primarily from a small number of senior residents, the Mayor requested that this item be brought forward for Council discussion of future options.

CURRENT PRACTICE (2025)

- Printed and mailed quarterly newsletters to approximately **15,500 parcels**
- Annual costs include printing, cardstock, and postage:
 - 2025 total costs exceeded **\$26,000**
 - **2026 estimates approaching \$30,500**, mainly due to election-year printing increases
- Newsletter Financials
- **Costs are borne regardless of readership or use**

OPTIONS FOR CONSIDERATION

Option 1 – Continue Full Printed and Mailed Newsletter

- Maintain the current practice of printing and mailing newsletters to all parcels
- Estimated annual cost for 2026: **~\$30,500**
- No reduction in printing or postage expenses
- Does not address the budget reduction directive
- Continues distribution regardless of resident preference or usage

Option 2 – Digital-First Newsletter with Printed Opt-In

- Publish newsletters digitally on the City website
- Establish an **opt-in process** for residents who prefer mailed printed copies
 - Once opted in, residents would continue receiving printed newsletters until they opt out
- Printed copies also available at City Hall and other public locations
- Substantial annual cost savings by significantly reducing printing and postage
- Allows continued access for residents who rely on printed materials
- Aligns with modern communication practices and budget directives

FISCAL IMPACT

- **Option 1:** Estimated annual cost of approximately **\$30,500**
- **Option 2:** Significant reduction in printing and postage costs; savings sufficient to meet the approximately **\$25,000 budget reduction target**, depending on opt-in volume

ADMINISTRATION RECOMMENDATION

Administration recommends **Option 2: Digital-First Newsletter with Printed Opt-In.**

This option balances fiscal responsibility with accessibility, preserves resident choice, and aligns with the City's adopted budget direction. **It ensures that residents who value printed newsletters may continue to receive them**, while avoiding the **unnecessary cost of mailing newsletters** to households that do not read or reference them.

REQUESTED COUNCIL ACTION

Provide direction regarding the future distribution method of the City newsletter.

City Newsletter Distribution Options

CATEGORY	OPTION 1: FULL PRINT & MAIL (STATUS QUO)	OPTION 2: DIGITAL-FIRST WITH PRINTED OPT-IN
Distribution Method	Printed and mailed to all parcels citywide	Digital publication with printed copies mailed only to residents who opt in
Estimated Parcels Served	~15,500 parcels	Limited to opt-in households (volume dependent)
Printing Costs (Annual)	~\$21,000 (2026 estimate; election-year increase)	Significantly reduced; tied to opt-in volume.
Postage Costs (Annual)	~\$15,500	Substantially reduced
Total Estimated Annual Cost	~\$30,500	Substantially less; estimated savings approach ~\$25,000
Budget Reduction Alignment	✗ Does not meet the required budget reduction	✓ Directly supports the required budget reduction
Resident Access	Universal mailing regardless of use	Universal digital access; printed copies for those who request them
Equity Consideration	Exact cost regardless of readership	Targets resources to residents who actively want printed materials
Flexibility Over Time	Fixed, rising costs	Adjustable based on resident participation
Environmental Impact	High paper and mailing volume	Reduced paper and waste

City Newsletter Financial Report

2020

COVID	
House of Corrections printed the Newsletters	
Printing Costs	\$7,400.00
Postage Costs	\$11,582.34
Total Cost	\$18,982.34

2021

House of Corrections printed the Feb/May/July Newsletters	
Marlin Printing took over for October/December Newsletters	
Franklin School District started being billed in December 2021	
Printing Costs	\$9,484.13
Postage Costs	\$11,581.42
Credit from FPS	-\$789.52
Total Cost	\$20,276.03

2022

Marlin Printing printed the Newsletters	
Printing Costs	\$14,520.03
Postage Costs	\$10,374.78
Credit from FPS	-\$3,909.00
Total Cost	\$20,985.81

2023

Marlin Printing printed the Newsletters	
Printing Costs	\$16,577.68
Postage Costs	\$11,497.50
Credit from FPS	-\$4,756.34
Total Cost	\$23,318.84

2024

Marlin Printing printed the Newsletters	
Printing Costs	\$16,159.00
Postage Costs	\$12,698.75
Credit from FPS	-\$4,894.50
Total Cost	\$23,963.25

2025

Marlin Printing printed the Newsletters	
Printing Costs	\$18,566.33
Postage Costs	\$14,088.68
Credit from FPS	-\$5,659.67
Total Cost	\$26,995.34

2026 - Estimated

Printing Costs	\$21,000.00
Postage Costs	\$15,500.00
Credit from FPS	-\$6,000.00
Total Cost	\$30,500.00

Printing: Increase due to 2026 being a large election year

Postage: No USPS increase at this time

Postage: 15,338 newsletters, projected 15,500 as more properties/facilities are added over the coming years.

Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/6/26
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p>Potential Tax Incremental District 10[creation thereof in process] Development Agreements Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential developments to be named Poth's General, and to effect such developments, including the terms and provisions of said development agreements. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial developments and proposals and the investing of public funds and governmental actions in relation thereto and to effect such developments, 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">Ald. District 5 ITEM NUMBER</p> <p align="center">D.8</p>

Departments of City Development, Finance, Engineering, Administration and Legal Services staff will be present at the meeting, along with, virtually, Development Finance Consultant S.B. Friedman.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider Tax Incremental District 10 [creation thereof in process] Development Agreements Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential developments to be named Poth's General, for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial developments and proposals and the investing of public funds and governmental actions in relation thereto and to effect such developments, 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 1/6/26
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">A Resolution Authorizing Certain Officials to Execute Tax Incremental District No. 10 [creation thereof in process] Development Agreement Between The City Of Franklin and LxL PG Apartments, LLC (Developer) for Redevelopment Of The Orchard View Shopping Center At 7166 South 76th Street And a Development Agreement Between The City Of Franklin And LxL PG Commercial, LLC Commercial (Developer) For Redevelopment Of The Orchard View Shopping Center At 7166 South 76th Street such potential developments to be named Poth's General (PROJECT), and to effect such developments, including the terms and provisions of said development agreements.</p>	<p align="center">Ald. District 5 ITEM NUMBER</p> <p align="center">B.9.</p>

Departments of City Development, Finance, Engineering, Administration and Legal Services staff will be present at the meeting, along with, virtually, Development Finance Consultant S.B. Friedman.

COUNCIL ACTION REQUESTED

A motion to approve a Resolution Authorizing Certain Officials to Execute Tax Incremental District No. 10 [creation thereof in process] Development Agreement Between The City Of Franklin And LxL PG Apartments, LLC (Developer) For Redevelopment Of The Orchard View Shopping Center At 7166 South 76th Street And Development Agreement Between The City Of Franklin And LxL PG Commercial, LLC Commercial (Developer) For Redevelopment Of The Orchard View Shopping Center At 7166 South 76th Street such potential developments to be named Poth's General (PROJECT), and to effect such developments, including the terms and provisions of said development agreements.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX INCREMENTAL DISTRICT NO. 10 [creation thereof in process] DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND LXL PG APARTMENTS, LLC (DEVELOPER) FOR REDEVELOPMENT OF THE ORCHARD VIEW SHOPPING CENTER AT 7166 SOUTH 76TH STREET AND A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND LXL PG COMMERCIAL, LLC (DEVELOPER) FOR REDEVELOPMENT OF THE ORCHARD VIEW SHOPPING CENTER AT 7166 SOUTH 76TH STREET, SUCH POTENTIAL DEVELOPMENTS TO BE NAMED POTH'S GENERAL (PROJECT)

WHEREAS, the City has been in communications with the Developer regarding the redevelopment of blighted commercial properties in the southeast corner of South 76th Street and West Rawson Avenue into new luxury apartments, amenities and green space as well as new commercial area, and the City having considered the requested municipal involvement to provide for the redevelopment, and opportunities provided for addressing same within a tax incremental development district, as has and is being done by municipalities throughout the State; and

WHEREAS, the City is in the process of creating Tax Incremental District No. 10 to accomplish same, and Developer is proposing to construct 304 Luxury Apartments on blighted property it owns in the southeast corner area of South 76th Street and West Rawson Avenue; and

WHEREAS, Developer proposes to demolish obsolete and blighted commercial buildings it owns in the southeast corner area of South 76th Street and West Rawson Avenue, and redevelop it into a minimum of 29,000 square feet of commercial buildings; and

WHEREAS, the City desires to encourage economic development, eliminate blight, expand its tax base and maintain existing jobs and create new jobs within the City, for the potential Tax Incremental District No. 10 and upon the property owned by Developer therein, and the City finds that the development of the projects and the fulfillment of the terms and conditions of Commercial and Multi Use Development Agreements, 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.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 10 Multi-Use Development Agreement Between the City of Franklin and LXL PG Apartments, LLC, in such form and content as annexed hereto, be and the same are hereby approved.

BE IT FURTHER RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 10 Commercial Development Agreement

Between the City of Franklin and LXL PG Commercial, LLC, in such form and content as annexed hereto, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Tax Incremental District No. 10 Commercial and Multi-Use Development Agreements.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of each Memorandum of Agreement in a form in substantial conformance with [Exhibit F] of the Tax Incremental District No. 10 Commercial and Multi-Use Development Agreements subsequent to the creation of Tax Incremental District 10 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 _____, 2026.

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

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
LXL PG COMMERCIAL, LLC
COMMERCIAL REDEVELOPMENT OF THE
ORCHARD VIEW SHOPPING CENTER AT 7166 SOUTH 76TH STEET**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this _____ day of _____, 202__ by and between **LXL PG COMMERCIAL, LLC**, a Delaware limited liability company, its successors, and/or affiliates and/or assigns ("**Developer**"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("**City**").

RECITALS

City and Developer acknowledge the following:

- A. Developer or an affiliate of the Developer is the owner of that certain real property legally described in **Exhibit A** attached hereto (the "**Commercial Property**").
- B. An affiliate of Developer is redeveloping an adjacent parcel of land for approximately 292 luxury apartments and 4,000 square feet of commercial space which will be known as Poths General (the "**Multi-Use Property**").
- C. Developer (or its successors and assigns) plans on constructing commercial buildings, including potential retail, food and beverage, health and wellness uses, on the Commercial Property (the "**Project**").
- D. The City desires to encourage and maximize the development of the Commercial 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.

ARTICLE I

DEFINITIONS

A. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context. These terms are concurrent with the Redevelopment Agreement between the City of Franklin and LXL

PG Apartments, LLC. Terms not defined herein shall have the meanings ascribed in **Wis. Stat. § 66.1105** or other applicable law.

1. “**Project**” shall have the definition given to it in the Recitals and the improvements more particularly shown on the Plans and Specifications in the Redevelopment Agreement.
2. “**Agreement**” means this Commercial Redevelopment Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.
3. “**Developer**” means LXL PG Commercial, LLC, and/or its successors and assigns.
4. “**City**” means the City of Franklin, Wisconsin.
5. “**Multi-Use Property**” shall have the meaning given to it in the Recitals of this Agreement.
6. “**Commercial Property**” shall mean that portion of the Property adjacent to the Multi-Use Property and comprised of roughly 5.6279 acres intended for commercial use as more particularly described on **Exhibit A** attached hereto.
7. “**City Purchase Right**” shall mean the City’s option to purchase the Commercial Property from the Developer for \$1.00 if the commencement of construction on the Commercial Property has not occurred within three (3) years after completion of the footings and foundations on first residential building of the Mixed-Use Property. Completion of the footings and foundations occurs when the City Inspection Department issues inspection approvals of completed foundations and foundation walls.

ARTICLE II

AGREEMENTS

1. **Commercial Property Development.** Developer shall use good faith efforts to develop no less than 25,000 square feet of commercial space on the Commercial Property.
2. **Marketing Efforts.** The Developer shall commence formal marketing efforts on the Commercial Property within sixty (60) days following the City’s approval of: (a) tax incremental financing for the Multi-Use Property. Developer shall deliver to City evidence reasonably demonstrating good faith marketing efforts for the Commercial Property.
3. **Purchase Right.** If the Developer (affiliates, successors and/or assigns) have not commenced construction on the Commercial Property within three (3) years after completion of the footings and foundations on the first residential building (Building A & B) of the Multi-Use Property, the City may, but shall not be required to, purchase the Commercial Property for \$1.00 (“**City Purchase Right**”). Notwithstanding the foregoing, the Developer may, while the City is

the owner of the Commercial Property, but shall not be required to, repurchase the Commercial Property for \$1.00 in the event the Developer secures a buyer and/or tenant for the Commercial Property, obtains a building permit for the same, and the City has not previously entered into an agreement for the sale and/or lease of, and/or sold and/or leased the Commercial Property to another party in an arms-length, third party transaction.

4. **Termination of Purchase Right.** The City Purchase Right shall automatically terminate upon the commencement of construction by the Developer and/or its affiliate(s), successor(s) and/or assign(s) on at least 10,000 square feet of commercial space on the Commercial Property. Upon request of the Developer, the City shall execute such paperwork as may reasonably be required to confirm the foregoing termination. The City Purchase Right shall automatically terminate when the Developer has completed construction on portions of the Commercial Property. The City shall execute such documentation as may be reasonably required to confirm such termination.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective affiliates, successors and assigns.

6. **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

7. **Waiver.** Failure of either City or Developer to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of City's or Developer's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

8. **Counterparts.** This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same document. An executed Agreement transmitted by facsimile machine or electronic mail shall be treated in all manner and respects as an original document and the signature of any party upon an Agreement transmitted by facsimile or electronic mail shall be considered an original signature.

9. **Captions.** All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the test of this Agreement.

10. **Severability.** In the event any section of this Agreement shall be deemed to be invalid or unenforceable, this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, and shall otherwise remain in full force and effect.

11. **Miscellaneous Provisions.**

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) Intentionally omitted.

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 achieve Substantial Completion 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 one hundred and eighty (180) 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 the District.

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 reasonably 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, pandemic 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.

J. Intentionally omitted.

K. Intentionally omitted.

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. Intentionally omitted.

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. There shall be no outdoor music permitted between the hours of 10:00 p.m. on Friday and Saturday nights and legal holiday eves, and until 9:00 a.m. the respective morning thereafter; and there shall be no outdoor music permitted between the hours of 9:00 p.m. on Sunday nights through Thursday nights until 9:00 a.m. the respective mornings thereafter, at the Multi-Use Property or the Commercial Parcels, unless the City issues a permit for such use.

12. **Termination.** This agreement shall become null and void if the development specified in Article II are not accomplished.

13. **Memorandum of Agreement.** 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** ___.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

DEVELOPER:

LXL PG COMMERCIAL, LLC, a Delaware
limited liability company

By: LXL PG Commercial Sponsor, LLC, its
Manager

By: _____
Ian B. Martin, Manager

Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 202__, the above-named _____, the _____ of _____, 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: _____

City of Franklin, Wisconsin

By: _____
John R. Nelson, Mayor
Date: _____

By: _____
Danielle L. Brown, Director of Finance and
Treasurer
Date: _____

Attest: _____
Shirley J. Roberts, City Clerk
Date: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 202__, the above-named John Nelson, Danielle Brown and Shirley 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: _____

Exhibit A

Legal Description of Commercial Property

Lots 1, 3 and 4 in the attached map below, described as follows:

Proposed Lot 1

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 596.70 feet to a point; thence North 89°59'53" East 60.00 feet to the East line of South 76th Street (C.T.H. U) and the Point of Beginning of lands hereinafter described; Thence North 89° 59' 53" East 228.57 feet to a point; Thence North 00° 00' 07" West 68.60 feet to a point; Thence North 89° 59' 53" East 66.97 feet to a point; Thence South 10° 51' 04" East 28.48 feet to a point of curvature; Thence Southeasterly 74.40 feet along the arc of a curve to the left, whose radius is 378.00 feet, and whose chord bears South 16° 29' 24" East 74.28 feet to a point of reverse curvature; Thence Southeasterly 144.47 feet along the arc of a curve to the right, whose radius is 508.00 feet, and whose chord bears South 13° 58' 55" East 143.98 feet to a point; Thence North 90° 00' 00" West 134.58 feet to a point; Thence South 00° 00' 00" East 142.00 feet to a point; Thence North 90° 00' 00" West 60.00 feet to a point; Thence South 00° 00' 00"E 48.04 feet to a point of curvature; Thence Southwesterly 37.39 feet along the arc of a curve to the right, whose radius is 25.00 feet, and whose chord bears South 42° 50' 27" West 34.00 feet to a point of reverse curvature; Thence Southwesterly 14.12 feet along the arc of a curve to the left, whose radius is 150.00 feet, and whose chord bears South 82° 59' 08" West 14.11 feet to a point of tangency; Thence South 80° 17' 22" West 54.54 feet to a point; Thence South 89° 44' 15" West 69.49 feet to a point on East line of South 76th Street (C.T.H. U); Thence North 00° 15' 45" West along said East line 396.52 feet to the Point of Beginning.

Containing 106,697 square feet and 2.4494 acres of land.

Proposed Lot 3

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 627.07 feet to a point; thence North 90°00'00" East 427.74 feet to the Point of Beginning of lands hereinafter described; Thence North 15° 40' 51" West 100.02 feet to a point; Thence North 72° 31' 32" West 11.36 feet to a point; Thence North 10° 51' 04" West 18.15 feet to a point of curvature; Thence Northwesterly 12.50 feet along the arc of a curve to the right, whose radius is 66.00 feet, and whose chord bears North 05° 25' 32" West 12.48 feet to a point; Thence North 00° 00' 00" East 57.13 feet to a point of curvature; Thence Northwesterly 63.34 feet along the arc of a curve to the left, whose radius is 174.01 feet, and whose chord bears North 10° 25' 45" West 63.00 feet to a point of tangency; Thence North 20° 51' 30" West 67.58 feet to a point; Thence North 26° 28' 47" West 25.98 feet to a point; Thence North 27° 01' 25" West 11.09 feet to a point; Thence North 89°26'36" East along the South line of Parcel 4, Certified Survey Map No. 4828, a distance of 174.79 feet to a point on the West line of Parcel 1, Certified Survey Map No. 5689; thence South 00°08'22" East along said West line 40.00 feet to a point; thence North 89°26'36" East along said West line 90.53 feet to a point; thence South 00°15'45" East along said West line, and its extension, 307.90 feet to a point; Thence North 90° 00' 00" West 172.26 feet to the Point of Beginning.

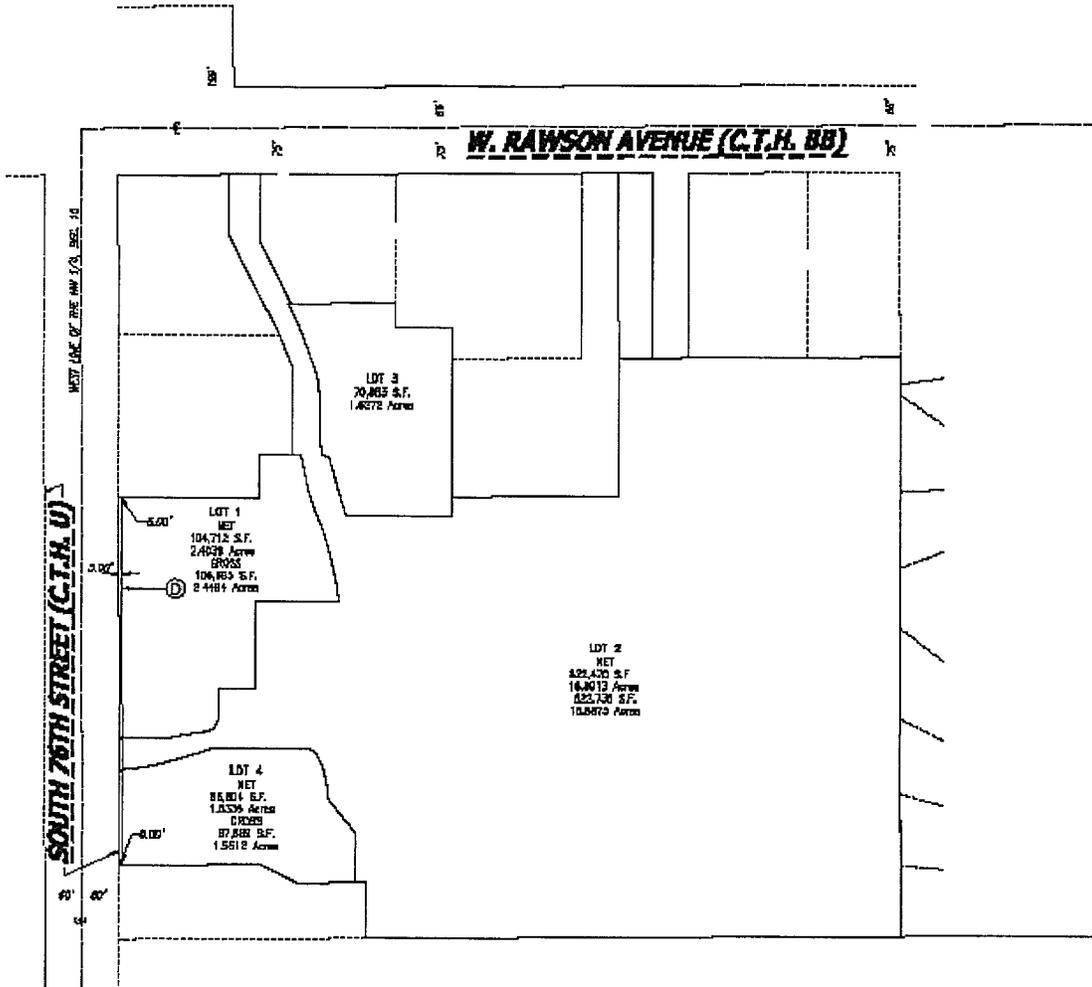
Containing 70,882 square feet and 1.6272 acres of land.

Proposed Lot 4

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 1200.54 feet to a point; thence North 89°28'54" East 60.00 feet to the East line of South 76th Street (C.T.H. U) and the Point of Beginning of lands hereinafter described; Thence North 00° 15' 45" West along said East line 151.22 feet to a point of curvature; Thence Northeasterly 20.98 feet along the arc of a curve to the right whose radius is 29.46 feet, and whose chord bears North 70° 11' 50" East 20.54 feet to a point; Thence North 85° 57' 24" East 14.44 feet to a point; Thence North 78° 57' 12" East 37.07 feet to a point; Thence North 73° 01' 47" East 82.29 feet to a point; Thence North 89° 26' 27" East 149.33 feet to a point of curvature; Thence Southeasterly 33.22 feet along an arc of a curve the right, whose radius is 28.50 feet, and whose chord bears South 57° 10' 14" East 31.37 feet to a point of curvature; Thence Southeasterly 66.71 feet along the arc of a curve to the right, whose radius is 160.00 feet, and whose chord bears South 11° 50' 15" East 66.23 feet to a point; Thence South 38° 50' 23" East 72.53 feet to a point; Thence South 00° 28' 31" East 79.97 feet to a point on the North line of Parcel 1 of Certified Survey Map No. 5401; Thence South 89° 28' 54" West along said North line 97.22 feet to a point; Thence North 62° 22' 32" West along said North line 63.59 feet to a point; Thence South 89° 28' 54" West along said North line 230.00 feet to the Point of Beginning.

Containing 67,568 square feet and 1.5512 acres of land.



W. RAWSON AVENUE (C.T.H. 88)

SOUTH 26TH STREET (C.T.H. 0)

WEST SIDE OF THE HWY 1/3, 1983, 10

LOT 3
NET
70,863 S.F.
1,6278 Acres

LOT 1
NET
104,712 S.F.
2,4028 Acres
GROSS
104,853 S.F.
2,4484 Acres

LOT 2
NET
16,0013 S.F.
15,8870 Acres
GROSS
16,0013 S.F.
15,8870 Acres

LOT 4
NET
87,882 S.F.
1,9812 Acres
GROSS
87,882 S.F.
1,9812 Acres

3'
8'

**TAX INCREMENTAL DISTRICT NO. ___
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
LXL PG APARTMENTS, LLC
REDEVELOPMENT OF THE
ORCHARD VIEW SHOPPING CENTER AT 7166 SOUTH 76TH STREET**

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of _____, 202__ by and **between LXL PG APARTMENTS, LLC**, a Delaware limited liability company, 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 or an affiliate of the 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. ___, City of Franklin, Wisconsin (the "**Proposed District**" or "**District**") as a blighted redevelopment 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 a community featuring uses including approximately 292 luxury apartments and 4,000 square feet of commercial space on the Property, with an estimated development cost of not less than \$83,800,000 (the "**Project**") as described in the project budget included in **Exhibit C**.
- D. The City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City 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 as of the ____ day of _____, 202__, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf and has further approved the issuance of the Municipal Revenue Obligation described herein.
- 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 DEFINITIONS

A. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context. Terms not defined herein shall have the meanings ascribed in **Wis. Stat. § 66.1105** or other applicable law.

1. “**Agreement**” means this Redevelopment Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.
2. “**Developer**” means LXL PG Apartments, LLC, and/or its successors and assigns.
3. “**Proposed District or District**” shall have the definition given to it in the Recitals.
4. “**Project**” shall have the definition given to it in the Recitals and the improvements more particularly shown on the Plans and Specifications.
5. “**City**” means the City of Franklin, Wisconsin.
6. “**Project Plan**” means a plan for redevelopment within the District.
7. “**Tax Increment Law**” shall have the definition given to it in the Recitals.
8. “**Property**” shall have the definition given to it in the Recitals, and more particularly described on **Exhibit A**, which is attached and incorporated herein by reference.
9. “**MRO**” shall mean the municipal revenue obligation as generally described in this Agreement and as more particularly evidenced by The City of Franklin Municipal Revenue Obligation attached hereto as **Exhibit G**.
10. “**Plans and Specifications**” means the plans and specifications for the Project to be prepared by Developer and approved by the City as more particularly described on **Exhibit B** attached hereto.
11. “**Multi-Use Property**” shall mean that portion of the Property comprised of roughly 18.89 acres as more particularly described on **Exhibit A-1** attached hereto.
12. “**Completion Date**” shall mean August 1, 2028.
13. “**Commercial Parcel(s)**” shall mean that portion of the Property adjacent to the Multi-Use Property and comprised of roughly 4 acres intended for commercial use as more particularly described on **Exhibit A-2** attached hereto.

14. **“Public Improvements”** shall mean those infrastructure improvements set forth on **Exhibit I** attached hereto.
15. **“Tax Increments”** means taxes levied by all overlying taxing jurisdictions on the Multi-Use Property in excess of the base value of the Multi-Use Property.
16. **“Payment Date”** shall mean April 1 of every calendar year and shall be the date upon which the MRO shall be paid to Developer.
17. **“MRO Schedule”** means the estimated MRO payments as of the date of this Agreement that are set forth on **Exhibit D** attached hereto.
18. **“City Admin. Costs”** means City administration fees, and City principal and interest, if any, on City interfund advances.
19. **“PILOT”** means payment in lieu of taxes.

20. **“the PILOT Term”** means any portion of the Property becomes exempt from ad valorem taxes during the life of the District and for a period of ninety-nine (99) years thereafter.
21. **“Reduced MRO Payment”** shall mean the amount of the MRO payment owed to Developer after Substantial Completion of the Multi-Use Property but before the residential units in the Multi-Use Property have achieved the Occupancy Threshold. The Reduced MRO Payment shall be equal to the Tax Increment multiplied by a percentage which shall be the total number of occupied units divided by the total residential units as of January 1 of the year in which the Reduced MRO Payment will be made.
22. **“Occupancy Threshold”** shall mean an average physical occupancy of 90% of the residential units on the Multi-Use Property for 90 days, excluding from the total apartment count, models and units occupied for marketing and management purposes.
23. **“Required Traffic Improvements”** shall mean those certain traffic improvements including traffic signals and intersection work on South 76th Street and West Rawson Avenue as described on **Exhibit J** attached hereto.
24. **“Net Savings”** shall mean the positive difference, if any, between (i) total disbursements by or on behalf of the Developer, its affiliates or their assignees in connection with the Project (including contributions to the Capital Reserve Account and Construction Interest and Operating Deficit Reserves) and (ii) the Project Budget. Amounts remaining unspent in any line item or category within the Project Budget may be used to offset cost overruns in any other line item or category of the Project Budget. “Net Savings” shall not include the Developer’s Construction Interest and Operating Deficit Reserves in the amounts set forth in each line item in the Project Budget.
25. **“Project Budget”** shall be all of the cost associated with the development and construction of the Project as set forth on **Exhibit C** attached hereto.
26. **“Capital Reserve Account”** shall mean an account funded by Developer or affiliate with a balance of \$250 per unit, which is used for the repair, maintenance and replacement of improvements in the Project.
27. **“Construction Interest and Operating Deficit Reserves”** shall mean the reserves for construction interest and operating deficits as set forth in the Project Budget.
28. **“Developer’s IRR”** shall mean the internal rate of return on Investor Equity.
29. **“Investor Equity”** shall mean the sum of all of the investor cash equity, developer cash equity, any manager or member loans, together with any substitutes, replacements or supplements thereof or thereto, in the Project, but shall expressly exclude from the calculated return Created Savings, any return on Created Savings, any cash reinvestment

of development fees by Sponsor and any return thereon and expressly excluding therefrom amounts paid towards any promote, profits or carried interest of Sponsor.

30. **“Created Savings”** means the amount of savings created by Developer, Sponsor, or any affiliates, by reducing its development fee below the market fee of 5% of the Project Budget.
31. **“Excess Return”** shall have the meaning given to it in Article V.
32. **“Contingent Payment”** shall have the meaning given to it in Article V.
33. **“Sponsor”** shall mean LXL PG Apartments Sponsor, LLC.
34. **“Contingent Payment Example”** shall be the example calculation set forth on **Exhibit E** attached hereto.
35. **“Sale”** shall mean the sale of the Project by the Developer or the sale, transfer or assignment of a greater than a majority and controlling interest in the Developer to an individual or entity that is not affiliated with or controlled by the Developer or a direct or indirect member of Developer or a 1031 tax free exchange of the Project.
36. **“Assessor”** means the City Assessor of the City of Franklin, or any successor duly authorized under Wisconsin law.
37. **“Substantial Completion”** means the date on which the City issues a certificate of occupancy or temporary certificate of occupancy by the City’s Building Inspector for all of the principal improvements on the Multi-Use Property contemplated by this Agreement.
38. **“Net Proceeds”** shall mean the gross sale proceeds, less:
 - a) Reasonable costs of the sale, including without limitation, title insurance, closing fees, brokers’ fees, lenders’ fees and points, taxes, recording fees, transfer fees, expense proration, accounting expenses and attorneys’ fees;
 - b) Amounts due lender(s) under the financing agreements for the Project and the amounts of any other indebtedness, the proceeds of which were used for the Project (including any pre-payment penalties);
 - c) Investor Equity and Created Savings, including any accrued and unpaid preferred return thereon; and
 - d) Any land contribution costs and other reasonable and customary fees.

ARTICLE II DEVELOPER ACTIVITIES AND OBLIGATIONS

- A. The Developer shall undertake the following development activities:

- 1) Complete lease terminations on the existing shopping center on or before December 31, 2025; provided that, Developer shall not be obligated to terminate that portion of the shopping center currently occupied by Dollar Tree and Harry's Ace Hardware.
- 2) Complete lease termination on current Dollar Tree located on Lot 2 and execute lease agreement on new Dollar Tree located on Lot 1 on or before May 1, 2026;
- 3) Commence construction of the Project, including necessary demolition, in accordance with the Plans and Specifications on or before April 1, 2026. Copies of the Plans and Specifications will be retained at the offices of the City Economic Development Department.
- 4) Achieve Substantial Completion on or before the Completion Date. The City Building Inspector shall not issue the certificates 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. The City Building Inspector shall not withhold the certificate of substantial completion due to completion of interior tenant improvements, landscaping and similar seasonal items and other non-material corrective actions. The form of Certificate of Completion is attached hereto as **Exhibit F**.
- 5) Grade, hydroseed and otherwise prepare the Commercial Parcels prior to August 1, 2026. Notwithstanding the foregoing, portions of the Commercial Parcels actively under construction or being used for construction staging for the Project shall not be subject to the above-mentioned restrictions and obligations.

B. To the extent any Public Improvements will be dedicated to the public, 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. To the extent 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" as defined in Article IA.14.). 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 **Exhibit I**. 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.

C. The Developer shall construct the Required Traffic Improvements in accordance with all applicable laws and regulations.

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 reasonably satisfactory to the City that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed.

**ARTICLE III
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. The City shall work with the Developer to establish the District after the vacation of the existing shopping center (except for Harry's Ace Hardware and Dollar Tree) and subsequent assessment of the property by the City Assessor but no later than March 1, 2026.

C. In consideration of the performance by Developer of its obligations under this Agreement, the City agrees to issue to the Developer MRO payments not to exceed \$15,000,000 over the duration of the District, which shall be established as a blighted redevelopment district of twenty-seven (27) years. The City agrees to provide ninety percent (90%) of all Tax Increments collected and retained by the City solely from the Project in a calendar year after payment of City Admin. Costs (as defined herein), as "pay-go tax incremental financing" benefits to the Project. The MRO shall be paid to Developer in annual installments on the Payment Date based upon the available Tax Increment generated by the Project for the preceding calendar year calculated as of January 31 of the year in which the MRO payment is due. Estimated payments are set forth on the MRO Schedule attached hereto as **Exhibit D**. In the event the Tax Increment is greater than or less than the estimated amount shown on the MRO Schedule for any year, then in such year, the amount paid under the MRO shall be 90% of the actual Tax Increments.

- 1) City Admin. Costs shall be withheld from MRO Payments 1, 2 and 3, and shall be equal to the lesser of: (a) the actual City Admin. Cost, or (b) \$115,000 in each of those years. In subsequent years, the City Admin Costs shall not exceed \$15,000 per payment for each subsequent payment as shown on the MRO Schedule. The interest rate on City interfund advances shall not exceed six percent (6.0%).
- 2) The first MRO payment shall not occur until the Payment Date following the year in which the Project has achieved Substantial Completion. Following Substantial Completion but prior to the Project meeting the Occupancy Threshold the City shall pay and the Developer shall receive the Reduced MRO Payment. For the avoidance of doubt, all Tax Increments created prior to

Substantial Completion shall accrue for the benefit of the Developer and be paid to the Developer upon satisfaction of the Occupancy Threshold (“**Accrued MRO Payments**”).

- 3) Once the residential units within the Project reach the Occupancy Threshold, the Developer shall receive: (a) the Accrued MRO Payments, plus (b) 90% of the Tax Increment after City Admin. Costs every year after for the life of the District.

THE MRO SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY PAYABLE ONLY FROM AVAILABLE TAX INCREMENT THAT IS APPROPRIATED BY THE COMMON COUNCIL OF THE CITY FOR THAT PURPOSE. No property or other asset of the City, except available Tax Increment appropriated to make payments with respect to the MRO is or shall be a source of payment of the City's obligations thereunder. The MRO shall not constitute a debt or obligation of the City, the County in which it is located, the State of Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision, statutory provision or limitation, or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE AVAILABLE 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 THE MRO. THE CITY'S OBLIGATION TO MAKE PAYMENTS ON THE MRO IS LIMITED TO THE AVAILABILITY OF AVAILABLE 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 anticipated 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 available Tax Increment, written notice thereof shall be provided to the Developer within 14 days of the City's budget adoption.

IF ON THE FINAL MRO PAYMENT DATE, THERE REMAIN AMOUNTS OUTSTANDING AND UNPAID ON THE MRO, THEN THE REMAINING BALANCE OF PRINCIPAL (MRO DOES NOT INCLUDE OR ACCRUE ANY INTEREST EARNED UPON THE PRINCIPAL) OF THE MRO SHALL BE DEEMED PAID IN FULL, IT BEING UNDERSTOOD THAT UPON THE FINAL MRO PAYMENT DATE, THE OBLIGATION OF THE CITY TO MAKE ANY FURTHER PAYMENTS ON THE MRO SHALL TERMINATE. THE CITY SHALL HAVE NO OBLIGATION OF ANY KIND WHATSOEVER TO PAY ANY AMOUNT OF PRINCIPAL ON THE MRO WHICH REMAINS UNPAID AFTER THE FINAL MRO PAYMENT DATE, AND THE DEVELOPER SHALL HAVE NO RIGHT TO RECEIVE PAYMENT OF SUCH AMOUNTS.

The City shall have no obligation to make payments on the MRO if no available Tax Increment is available or if the Developer is in default of any of its obligations under this Agreement and as expressly provided in Article IX. If any available Tax Increment is available and the Developer is not in default, then the City shall make payments on the MRO to the extent of such available Tax Increment appropriated by the Council for that purpose.

D. The City agrees that if: (i) the Developer is not in default of any of its obligations hereunder, (ii) there is Tax Increment available on the Payment Date to make a payment on the MRO, and (iii) the Common Council determines not to appropriate all (up to, but not exceeding the amount of the payment then due) or any portion (if the amount available is less than the amount of the payment then due) of such Tax Increment for such year, then:

- 1) The City shall not be entitled to subsequently collect and retain any portion of the Tax Increment;
- 2) Other than the MRO owed to Developer, the City shall not create any payment obligations whatsoever against **Tax Increments** collected solely by the Project without the Developer's consent, which consent shall be in the Developer's sole discretion, unless such payment obligations are related to a default by Developer, its associates or contractors, or otherwise reasonably required by the public health, safety and welfare need therefore.

Subject to and conditioned upon the Developer's timely performance of the Developer's obligations set forth in Article IIB. above, the City shall waive the Transportation Impact Fee up to but not to exceed the amount of construction costs incurred by the Developer in the installation of Required Traffic Improvements (as defined herein). The Developer shall be required to pay all other impact fees and connection fees in full.

ARTICLE IV COST SAVINGS

A. Once the residential units in the Project reach the Occupancy Threshold, if there are any Net Savings with respect to the Project, then the Developer shall pay fifty (50%) percent of the Net Savings to the City ("**Net Savings Payment**").

- 1) Prior to determining Net Savings and disbursing any percentage thereof to the City, the Developer shall fund the Capital Reserve Account and the Construction Interest and Operating Deficit Reserves. Developer and the City hereby acknowledge and agree that Developer shall have the right to withdraw funds from the Capital Reserve Account to pay for maintenance, repair and replacement costs and non-routine operating expenses, including without limitation, construction defects and failures to the extent not covered by applicable warranties, and deductibles on insurance claims without the prior consent of the City.

2) Final determination of Net Savings shall be made by the construction cost consultant for the Project, in good faith and acting reasonably. Developer will not disburse any amounts in the Construction Interest and Operating Deficit Reserves to Developer's investors until the final determination of Net Savings has been calculated. Within 60 days following satisfaction of the Occupancy Threshold, Developer shall provide the City and the construction cost consultant with a detailed description and reconciliation of the actual costs of the Project in a manner and format consistent with the original Project Budget (the "**Reconciliation**"). The City and/or the construction cost consultant may request any additional support or verification as may be reasonably needed, including invoices and other proof of payments to compare the final cost to the original Project Budget.

3) Should the Reconciliation indicate that the actual construction costs incurred constitute a Net Savings, the Developer shall have up to 180 days subsequent to the determination of the amount of the Net Savings Payment to, in Developer's sole discretion (a) make such payment or (b) have the City offset such amounts against future payments due on the MRO; however, in any event the Net Savings Payment shall be due in full on or before the closing of the District. During the course of construction, Developer shall provide to the City on a quarterly basis construction reports reasonably describing the construction progress and status of the Project Budget.

ARTICLE V CONTINGENT INTEREST

A. In further consideration of the City's participation in this Agreement, if the Net Proceeds are such that: (a) Developer's IRR exceeds 17% and (b) the multiple on Investor Equity exceeds 3.0x (such excess hereinafter "**Excess Return**"), then Developer agrees to pay 25% of such Excess Return to the City ("**Contingent Payment**") not to exceed \$2,500,000. The determination of the Developer's IRR and multiple on Investor Equity shall be calculated in accordance with this Article V and consistently with the Contingent Payment Example upon the closing of a Sale.

For purposes of this Agreement, the sales price of the Project shall be used to calculate the Contingent Payment only if it represents a bona fide, arm's length transactions between unrelated third parties. In all other cases, an appraisal shall be used. Unless otherwise agreed to by the City, the Contingent Payment shall be paid in one lump sum pursuant to the terms and provisions herein and as more particularly set forth below.

Upon the occurrence of an event or events that triggers the requirement that Developer make the Contingent Payment, Developer shall in its discretion have up to 180 days subsequent to the determination of the amount of the Contingent Payment to (a) make such payment or (b) have the City offset such amounts against future payments due on the MRO; however, in any event the Contingent Payment shall be due in full on or before the closing of the District.

ARTICLE VI

PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

Throughout the life of the District, Developer or its successor owners to all or any portion of the property 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, provided that Developer gives the City written notice in advance of initiating any such contest.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the life of the District and for a period of ninety-nine (99) 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. The notice of such assessment shall be given in the same manner and timeframe as if the exempt portion of the Property was not exempt. Such payment in lieu of taxes ("PILOT") 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 VI 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. The covenant contained in this Article VI shall be deemed to be a covenant running with the land and shall be binding upon 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 VII 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 VIII
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 IX
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
 Phone No. 414-427-7504
 Attention: Kelly Hersh, Director of Administration
 Email: KHersh@franklinwi.gov

With a Copy to: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Phone No. 414-427-7503
 Attention: Shirley Roberts, City Clerk
 Email: SRoberts@franklinwi.gov

If to the Developer: LXL PG Apartments, LLC (c/o Land By Label)
 638 Milwaukee Street 53018
 Delafield, Wisconsin
 Phone No. 414-322-7782
 Attention: Ian Martin, Founder and Managing Principal
 Email: ian.m@landbylabel.com

With a Copy to: Godfrey & Kahn, S.C.
 833 E. Michigan Street, Suite 1800
 Milwaukee, WI 53202
 Phone No. 414-287-9322
 Attention: Mark E. O'Neill

Email: moneill@gklaw.com

**ARTICLE X
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 nondefaulting party and except as expressly set forth below, the nondefaulting 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 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 nondefaulting 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 nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE XI

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) Intentionally omitted.

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 achieve Substantial Completion 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 one hundred and eighty (180) 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 the District.

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 reasonably 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, pandemic 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 Proposed District, 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 and/or the MRO to the Developer's lender for the Project without the consent of the City. The City shall, upon the request of Developer and with all reasonable due diligence, execute reasonable documents required by Developer's lender(s), including without limitation estoppel certificates and consents to collateral assignments customary for transactions of this kind, provided same are supported by facts and law. In the event that any such lender forecloses on its collateral and succeeds to ownership 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 Proposed District, 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., five percent (5%) 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 H**.

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. There shall be no outdoor music permitted between the hours of 10:00 p.m. on Friday and Saturday nights and legal holiday eves, and until 9:00 a.m. the respective morning thereafter; and there shall be no outdoor music permitted between the hours of 9:00 p.m. on Sunday nights through Thursday nights until 9:00 a.m. the respective mornings thereafter, at the Multi-Use Property or the Commercial Parcels, unless the City issues a permit for such use.

P. Developer hereby acknowledges and agrees that an affiliate or successor of Developer (the "Commercial Developer") will enter into a Development Agreement for the Commercial Parcels, which, among other things: (i) obligates the Commercial Developer to actively and in good faith pursue the development of no less than 25,000 square feet of commercial space on the Commercial Parcels, (ii) commence formal marketing efforts on the Commercial Parcel within 60 days following the later of City's approval of: (a) tax incremental financing for the project pursuant to the terms sheet and (b) City's approval of all entitlements, permits and other approvals necessary for the development and construction of Poth's General, and (iii) grants to the City the right to acquire the undeveloped portions of the Commercial Parcels for \$1.00 if development has not commenced on the Commercial Parcels within the time frames outlined in the foregoing Commercial Redevelopment Agreement.

Q. This agreement shall be null and void and of no effect if the development specified in Article II, Section A., Subsections 1) and 2) are not accomplished, and/or the Development Agreement for the Commercial Parcels has not been fully entered into on or before April 1, 2026; and/or if the Tax Incremental District has not been approved by all required governmental entities and created on or before April 1, 2026.

[Signature page(s) follow.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

DEVELOPER:

LXL PG APARTMENTS, LLC, a Delaware limited liability company

By: LXL PG Apartments Sponsor, LLC, its Manager

By: _____
Ian B. Martin, Manager

Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 202__, the above-named _____, the _____ of _____, 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: _____

City of Franklin, Wisconsin

By: _____
John R. Nelson, Mayor

Date: _____

By: _____
Danielle L. Brown, Director of Finance and Treasurer

Date: _____

Attest: _____
Shirley J. Roberts, City Clerk

Date: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 202__, 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

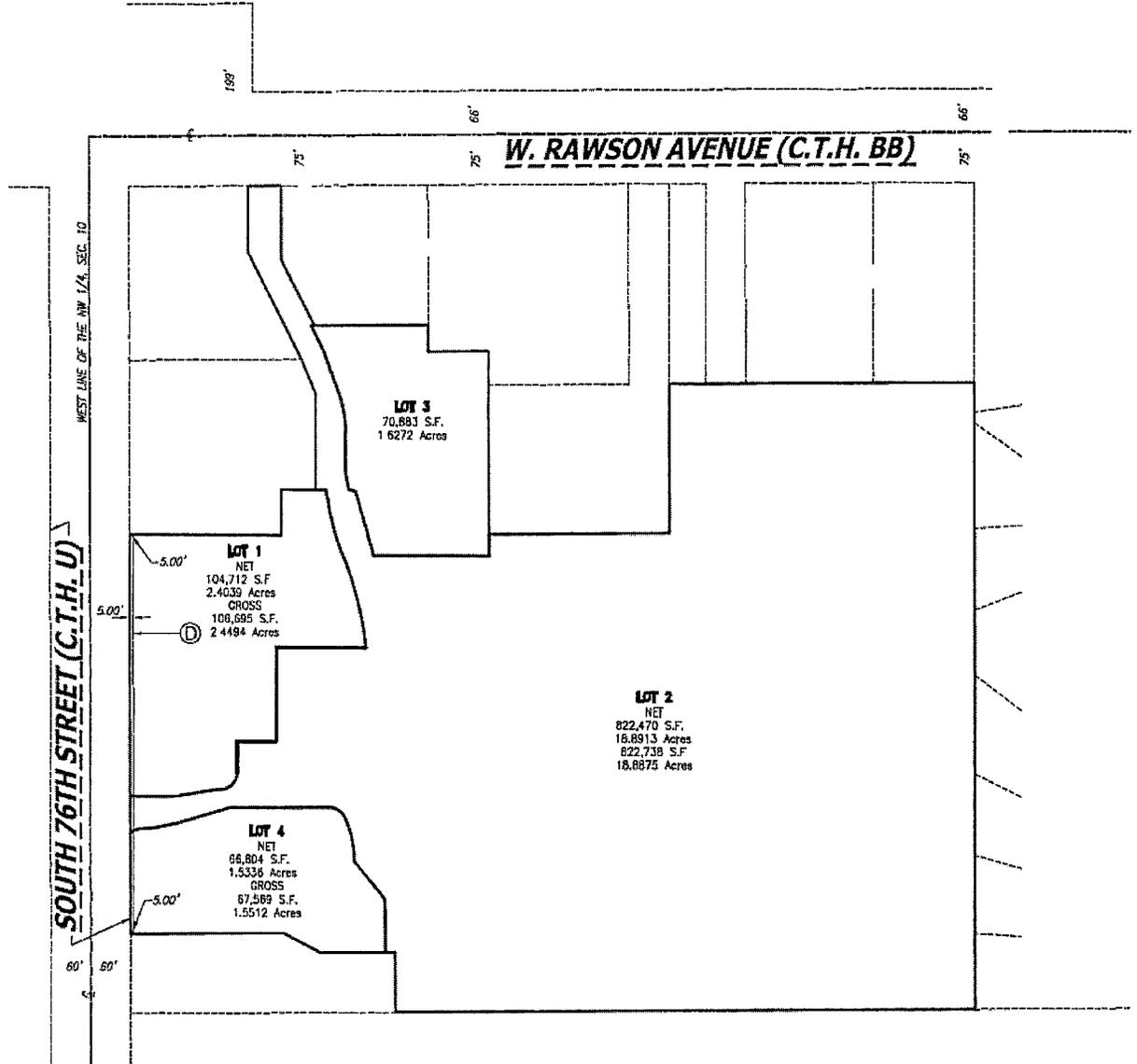


EXHIBIT A-1

Legal Description of Multi-Use Property

Proposed Lot 2

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; Thence South 00°15'45" East along the West line of said Northwest 1/4 Section 528.09 feet to a point; Thence South 90°00'00" East 340.90 feet to the Point of Beginning of lands hereinafter described; thence North 00°00'07" West along the East line of Lot 1, Certified Survey Map No. 8318, a distance of 144.04 feet to a point; Thence North 22°40'40" West along said East line 56.53 feet to the Southeast corner of Parcel 3, Certified Survey Map No. 4828; thence North 26°53'02" West along the East line of said Parcel 3 a distance of 178.51 feet to a point; thence North 00°15'45" West along said East line 100.00 feet to a point on the South line of West Rawson Avenue (C.T.H. BB); Thence North 89°26'54" East along said South line 50.00 feet to the Northwest corner of Parcel 4, Certified Survey Map No. 4828; Thence South 00°15'45" East along the West line of said Parcel 4 a distance of 110.73 feet to a point; Thence South 26°53'02" East along said West line 110.74 feet to the South line of said Parcel 4; Thence South 89° 26' 36" West 4.86 feet to a point; Thence South 27° 01' 25" East 11.09 feet to a point; Thence South 26° 28' 47" East 25.98 feet to a point; Thence South 20° 51' 30" East 67.58 feet to a point of curvature; Thence Southeasterly 63.34 feet along the arc of a curve to the right, whose radius is 174.01 feet, and whose chord bears South 10° 25' 45" East 63.00 feet to a point; Thence South 00° 00' 00" East 57.13 feet to a point of curvature; Thence Southeasterly 12.50 feet along the arc of a curve to the left, whose radius is 66.00 feet, and whose chord bears South 05° 25' 32" East 12.48 feet to a point; Thence South 10° 51' 04" East 18.15 feet to a point; Thence South 72° 31' 32" East 11.36 feet to a point; Thence South 15° 40' 51" East 100.02 feet to a point; Thence North 90° 00' 00" East 172.26 feet to a point; Thence North 00° 15' 45" West 32.90 feet to the Southwest corner of Parcel 2 of Certified Survey Map No. 4483; Thence North 89°26'36" East along the South line of said Parcel 2, a distance of 270.00 feet to the East line of said Parcel 2; Thence North 00°15'45" West along said East line 225.00 feet to the Southwest corner of Certified Survey Map No. 6811; thence North 89°26'54" East along the South line of said Certified Survey Map, 458.67 feet to the West line of Phase VII Westminster Condominiums; Thence South 00°11'53" East along said West line and the West line of Dover Hill Addition No. 1 Subdivision 946.39 feet to the North line of Carter Grove Condominium; Thence South 89°28'54" West along said North line 869.44 feet to the Southeast corner of Parcel 1 of Certified Survey Map No. 5401; Thence North 00°31'06" West along the East line of said Parcel 1 a distance of 90.00 feet to the North line of said Parcel 1; thence South 89°28'54" West along said North line 14.34 feet to a point; Thence North 00° 28' 31" West 79.97 feet to a point; Thence North 38° 50' 23" West 72.53 feet to a point of curvature; Thence Northwesterly 66.71 feet along an arc of a curve to the left, whose radius is 160.00 feet, and whose chord bears North 11° 50' 15" West 66.23 feet to a point of curvature; Thence Northwesterly 33.22 feet along the arc of a curve to the left, whose radius is 28.50 feet, and whose chord bears North 57° 10' 14" West 31.37 feet to a point; Thence South 89° 26' 27" West 149.33 feet to a point; Thence South 73° 01' 47" West 82.29 feet to a point; Thence South 78° 57' 12" West 37.07 feet to a point; Thence South 85° 57' 24" West 14.44 feet to a point of curvature; Thence Southwesterly 20.98 feet along a curve to the left, whose radius is 29.46 feet, and whose chord bears South 70° 11' 50" West 20.54 feet to a point on said East line of South 76th street; Thence North 00° 15' 45" West along said East line 55.55 feet to a point; Thence North 89° 44' 15" East 69.49 feet to a point; Thence North 80° 17' 22" East 54.54 feet to a point of curvature; Thence

Northeasterly 14.12 feet along a curve to the right, whose radius is 150.00 feet, and whose chord bears North 82°59'08" East 14.11 feet to a point of reverse curvature; Thence Northwesterly 37.39 feet along a curve to the left, whose radius is 25.00 feet, and whose chord bears North 42° 50' 27" East 34.00 feet to a point; Thence North 00° 00' 00" East 48.04 feet to a point; Thence N90° 00' 00"E 60.00 to a point; Thence N00° 00' 00" East 142.00 feet to a point; Thence N90° 00' 00" East 134.58 feet to a point of curvature; Thence Northwesterly 144.47 feet along an arc of a curve to the left, whose radius is 508.00 feet, and whose chord bears North 13° 58' 55" West 143.98 feet to a point of reverse curvature; Thence Northwesterly 74.40 along an arc of a curve to the right, whose radius is 378.00 feet, and whose chord bears North 16° 29' 24" West 74.28 feet to a point; Thence North 10° 51' 04" West 28.48 feet to a point; Thence South 89° 59' 53" West 14.95 feet to the point of beginning

Containing 822,738 square feet and 18.8872 acres of land.

EXHIBIT A-2

Legal Description of Commercial Parcels

Proposed Lot 1

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 596.70 feet to a point; thence North 89°59'53" East 60.00 feet to the East line of South 76th Street (C.T.H. U) and the Point of Beginning of lands hereinafter described; Thence North 89° 59' 53" East 228.57 feet to a point; Thence North 00° 00' 07" West 68.60 feet to a point; Thence North 89° 59' 53" East 66.97 feet to a point; Thence South 10° 51' 04" East 28.48 feet to a point of curvature; Thence Southeasterly 74.40 feet along the arc of a curve to the left, whose radius is 378.00 feet, and whose chord bears South 16° 29' 24" East 74.28 feet to a point of reverse curvature; Thence Southeasterly 144.47 feet along the arc of a curve to the right, whose radius is 508.00 feet, and whose chord bears South 13° 58' 55" East 143.98 feet to a point; Thence North 90° 00' 00" West 134.58 feet to a point; Thence South 00° 00' 00" East 142.00 feet to a point; Thence North 90° 00' 00" West 60.00 feet to a point; Thence South 00° 00' 00"E 48.04 feet to a point of curvature; Thence Southwesterly 37.39 feet along the arc of a curve to the right, whose radius is 25.00 feet, and whose chord bears South 42° 50' 27" West 34.00 feet to a point of reverse curvature; Thence Southwesterly 14.12 feet along the arc of a curve to the left, whose radius is 150.00 feet, and whose chord bears South 82° 59' 08" West 14.11 feet to a point of tangency; Thence South 80° 17' 22" West 54.54 feet to a point; Thence South 89° 44' 15" West 69.49 feet to a point on East line of South 76th Street (C.T.H. U); Thence North 00° 15' 45" West along said East line 396.52 feet to the Point of Beginning.

Containing 106,697 square feet and 2.4494 acres of land.

Proposed Lot 3

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 627.07 feet to a point; thence North 90°00'00" East 427.74 feet to the Point of Beginning of lands hereinafter described; Thence North 15° 40' 51" West 100.02 feet to a point; Thence North 72° 31' 32" West 11.36 feet to a point; Thence North 10° 51' 04" West 18.15 feet to a point of curvature; Thence Northwesterly 12.50 feet along the arc of a curve to the right, whose radius is 66.00 feet, and whose chord bears North 05° 25' 32" West 12.48 feet to a point; Thence North 00° 00' 00" East 57.13 feet to a point of curvature; Thence Northwesterly 63.34 feet along the arc of a curve to the left, whose radius is 174.01 feet, and whose chord bears North 10° 25' 45" West 63.00 feet to a point of tangency; Thence North 20° 51' 30" West 67.58 feet to a point; Thence North 26° 28' 47" West 25.98 feet to a point; Thence North 27° 01' 25" West 11.09 feet to a point; Thence North 89°26'36" East along the South line of Parcel 4, Certified Survey Map No. 4828, a distance of 174.79 feet to a point on the West line of Parcel 1, Certified Survey Map No. 5689; thence South 00°08'22" East along said West line 40.00 feet to a point; thence North 89°26'36" East along said West line 90.53 feet to a point; thence South 00°15'45" East along said West line, and its extension, 307.90 feet to a point; Thence North 90° 00' 00" West 172.26 feet to the Point of Beginning.

Containing 70,882 square feet and 1.6272 acres of land.

Proposed Lot 4

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and lands all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 1200.54 feet to a point; thence North 89°28'54" East 60.00 feet to the East line of South 76th Street (C.T.H. U) and the Point of Beginning of lands hereinafter described; Thence North 00° 15' 45" West along said East line 151.22 feet to a point of curvature; Thence Northeasterly 20.98 feet along the arc of a curve to the right whose radius is 29.46 feet, and whose chord bears North 70° 11' 50" East 20.54 feet to a point; Thence North 85° 57' 24" East 14.44 feet to a point; Thence North 78° 57' 12" East 37.07 feet to a point; Thence North 73° 01' 47" East 82.29 feet to a point; Thence North 89° 26' 27" East 149.33 feet to a point of curvature; Thence Southeasterly 33.22 feet along an arc of a curve the right, whose radius is 28.50 feet, and whose chord bears South 57° 10' 14" East 31.37 feet to a point of curvature; Thence Southeasterly 66.71 feet along the arc of a curve to the right, whose radius is 160.00 feet, and whose chord bears South 11° 50' 15" East 66.23 feet to a point; Thence South 38° 50' 23" East 72.53 feet to a point; Thence South 00° 28' 31" East 79.97 feet to a point on the North line of Parcel 1 of Certified Survey Map No. 5401; Thence South 89° 28' 54" West along said North line 97.22 feet to a point; Thence North 62° 22' 32" West along said North line 63.59 feet to a point; Thence South 89° 28' 54" West along said North line 230.00 feet to the Point of Beginning.

Containing 67,568 square feet and 1.5512 acres of land.

EXHIBIT B

City-Approved Development Plans

[to be referenced upon receipt of City approval]

EXHIBIT C
Estimated Project Budget

Pofhs General Franklin, WI ESTIMATED DEVELOPMENT BUDGET		LAND by LABEL <small>Development Co.</small>
USES OF FUNDS		
Land	\$	5,075,279
Construction		
General Conditions & Winter Conditions	✓	2,457,500
Construction - Trade Subcontracts	✓	56,886,982
Construction Fee		1,500,000
Construction Contingency		1,200,000
Bonds		-
Subtotal -- Construction		62,044,482
Development Costs		
Design & Engineering		1,714,000
Taxes & Insurance		645,000
Fees & Permits		2,679,000
Legal & Professional		1,440,000
Marketing & Property Start-Up		1,214,769
Subtotal -- Development Costs		7,692,769
Financing		
Construction Interest		3,425,000
Financing Fees		861,250
Other Financing Costs		100,000
Subtotal -- Financing		4,386,250
Operating Reserve		1,080,000
Development Contingency		175,200
Developer Fee	*	\$ 3,392,042
TOTAL DEVELOPMENT BUDGET		83,846,021
	Per Unit	287,144
SOURCES OF FUNDS		
Construction Loan		59,500,000
City Loan (Subordinate Mortgage)		-
Subordinate Loan (Unsecured) / Structured Equity		-
Upfront TIF		-
Developer's Equity--Fees Contributed		1,696,021
Cash Equity		22,650,000
TOTAL SOURCES OF FUNDS	\$	83,846,021

EXHIBIT D

MRO Payment Schedule

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Administration Fees	MRO Payment
1	2026 \$ 23,068,000	2027	\$ -	\$ 19,278,900	2028	16.42	\$ 316,588	\$ (115,000)	\$ 181,429
2	2027 \$ 23,068,000	2028	\$ -	\$ 42,346,900	2029	16.34	\$ 691,922	\$ (115,000)	\$ 519,230
3	2028 \$ -	2029	\$ -	\$ 42,346,900	2030	16.26	\$ 688,462	\$ (115,000)	\$ 516,116
4	2029 \$ -	2030	\$ -	\$ 42,346,900	2031	16.18	\$ 685,020	\$ (15,000)	\$ 603,018
5	2030 \$ -	2031	\$ -	\$ 42,346,900	2032	16.10	\$ 681,595	\$ (15,000)	\$ 599,935
6	2031 \$ -	2032	\$ -	\$ 42,346,900	2033	16.02	\$ 678,187	\$ (15,000)	\$ 596,868
7	2032 \$ -	2033	\$ -	\$ 42,346,900	2034	15.93	\$ 674,796	\$ (15,000)	\$ 593,816
8	2033 \$ -	2034	\$ -	\$ 42,346,900	2035	15.86	\$ 671,422	\$ (15,000)	\$ 590,780
9	2034 \$ -	2035	\$ -	\$ 42,346,900	2036	15.78	\$ 668,065	\$ (15,000)	\$ 587,758
10	2035 \$ -	2036	\$ -	\$ 42,346,900	2037	15.70	\$ 664,724	\$ (15,000)	\$ 584,752
11	2036 \$ -	2037	\$ -	\$ 42,346,900	2038	15.62	\$ 661,401	\$ (15,000)	\$ 581,761
12	2037 \$ -	2038	\$ -	\$ 42,346,900	2039	15.54	\$ 658,094	\$ (15,000)	\$ 578,784
13	2038 \$ -	2039	\$ -	\$ 42,346,900	2040	15.46	\$ 654,803	\$ (15,000)	\$ 575,823
14	2039 \$ -	2040	\$ -	\$ 42,346,900	2041	15.39	\$ 651,529	\$ (15,000)	\$ 572,876
15	2040 \$ -	2041	\$ -	\$ 42,346,900	2042	15.31	\$ 648,272	\$ (15,000)	\$ 569,945
16	2041 \$ -	2042	\$ -	\$ 42,346,900	2043	15.23	\$ 645,030	\$ (15,000)	\$ 567,027
17	2042 \$ -	2043	\$ -	\$ 42,346,900	2044	15.16	\$ 641,805	\$ (15,000)	\$ 564,125
18	2043 \$ -	2044	\$ -	\$ 42,346,900	2045	15.08	\$ 638,596	\$ (15,000)	\$ 561,237
19	2044 \$ -	2045	\$ -	\$ 42,346,900	2046	15.00	\$ 635,403	\$ (15,000)	\$ 558,363
20	2045 \$ -	2046	\$ -	\$ 42,346,900	2047	14.93	\$ 632,226	\$ (15,000)	\$ 555,504
21	2046 \$ -	2047	\$ -	\$ 42,346,900	2048	14.86	\$ 629,065	\$ (15,000)	\$ 552,659
22	2047 \$ -	2048	\$ -	\$ 42,346,900	2049	14.78	\$ 625,920	\$ (15,000)	\$ 549,828
23	2048 \$ -	2049	\$ -	\$ 42,346,900	2050	14.71	\$ 622,790	\$ (15,000)	\$ 547,011
24	2049 \$ -	2050	\$ -	\$ 42,346,900	2051	14.63	\$ 619,676	\$ (15,000)	\$ 544,209
25	2050 \$ -	2051	\$ -	\$ 42,346,900	2052	14.56	\$ 616,578	\$ (15,000)	\$ 541,420
26	2051 \$ -	2052	\$ -	\$ 42,346,900	2053	14.49	\$ 613,495	\$ (15,000)	\$ 538,645
27	2052 \$ -	2053	\$ -	\$ 42,346,900	2054	14.41	\$ 610,427	\$ (15,000)	\$ 535,885
Totals	\$ 46,136,000		\$ -				\$ 17,225,891	\$ (705,000)	\$ 14,868,802

EXHIBIT E

Contingent Payment IRR Calculation Example

Pothes General Franklin, WI		
Contingent Payment Example		
SALE IN YEAR SEVEN & IRR		
Investor IRR Summary		
Year 7 NOI (Yr 8 Proj)		\$ 5,941,358
Cap Rate		4.10%
Sales Price		144,911,181
Value of TIF		7,522,301
Gross Value		152,433,481
Less Costs of Sale	1.00%	(1,524,335)
Gross Sales Proceeds		150,909,146
Accrued Preferred Return	\$	-
First Mortgage Balance	\$	62,708,359
Equity	\$	22,650,000
Sponsor	\$	1,696,021
Total Debt/Equity		87,054,380
Net Available for Distribution		\$ 63,854,766
Distributable Cash to a 12% IRR to the Investor		15,700,000
Investor	75.00%	11,775,000
Sponsor	25.00%	3,925,000
Distributable Cash above a 12% IRR to the Investor to greater of 17% IRR and 3.0X Investor Multiple		43,154,766
Investors	50.00%	21,577,383
Sponsor	50.00%	21,577,383
Distributable Cash Above 17% IRR and 3.0X Investor Multiple		5,000,000
City	25.00%	1,250,000
Developer	75.00%	3,750,000

EXHIBIT F

Form of Certification of Completion

FORM OF CERTIFICATE OF COMPLETION

_____, 20__

City of Franklin
Attn: City Clerk
9229 West Loomis Road
Franklin, WI 53132

Re: Certificate of Completion

Ladies & Gentleman,

This Certificate is being delivered pursuant to the Development Agreement dated as of _____, 202__ 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.

LXL PG APARTMENTS, LLC

By: _____
Title: _____

EXHIBIT G

Municipal Revenue Obligation
To be updated

**UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF MILWAUKEE
CITY OF FRANKLIN**

MUNICIPAL SPECIAL, LIMITED REVENUE OBLIGATION BOND (“Bond”)

Number	Date of Original Issuance	Amount
1	_____, 20__	\$15,000,000

THIS MUNICIPAL REVENUE OBLIGATION (the “Obligation”) is issued pursuant to Wis. Stat. § 66.0621 this ___ day of _____, 202_, by the City of Franklin, Milwaukee County, Wisconsin (the “City”) to LXL PG APARTMENTS, LLC, a Delaware limited liability company, its successors and assigns (“Developer”).

WITNESSETH:

A. The City and Developer have entered into a Development Agreement dated _____, 202_ (the “Development Agreement”).

B. This Bond is issued by the City pursuant to the Development Agreement.

C. Terms that are capitalized in this Bond that are not defined in this Bond and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

1. Promise to Pay. The City shall pay to Developer the amount of FIFTEEN MILLION AND 00/100 DOLLARS (\$15,000,000), solely from Actual Tax Increment, in Scheduled Payments in accordance with MRO Schedule attached hereto and made a part hereof. Any payments on the Bond, which are due on any Payment Date, shall be payable solely from Available Tax Increments generated by the Project and only to the extent that, as of such Payment Date, the City has received Actual Tax Increment. If, on any Payment Date there is insufficient Actual Tax Increment to make the scheduled payment due on such date, or if the Common Council shall not otherwise appropriate sufficient Actual Tax Increment to make the scheduled payment due on such date in full, the amount of such deficiency in the scheduled payment shall be deferred to the next Payment Date on which the City has Actual Tax Increment in excess of the amount necessary to make the scheduled payment due on such Payment Date. In no case, however, shall the term of this Bond and the City’s obligation to make payments hereunder, extend beyond the termination date of the District, (as defined in the Tax Increment Law). Nor shall the City be obligated to pay any amount not appropriated for such purpose by the Common Council. This Bond shall terminate and the City’s obligation to make any payments under this Bond shall be discharged, and the

City shall have no obligation and incur no liability to make any payments hereunder, after the termination date of the District.

2. Limited Obligation of City. This Bond shall be payable solely from Actual Tax Increment generated by the Project. This Bond is not a general obligation of the City, and neither in full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Bond. Further, no property or other asset of the City, except the above referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

3. Subject to Annual Appropriations. Each payment under this Bond shall be subject to annual appropriation by the Common Council. In addition, as provided in Article III of the Development Agreement, the total amount paid shall in no event exceed \$_____. When that amount of Revenue has been appropriated and applied to the payment of this Bond, the Bond shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in the Development Agreement, the City shall have the right to suspend and, in certain circumstances, terminate payments on this Bond in the event the Developer is in default under any of the terms and conditions of the Development Agreement.

4. No Other Appropriation of Actual Tax Increment. The City covenants and agrees that all Actual Tax Increment generated by the Project proposed to be annually appropriated in a given year shall not be appropriated for any use during that year not identified on the Bond amortization schedule if not appropriated for repayment of this Bond until said Actual Tax Increment is in excess of the annual amount required for the payment of this Bond or until this Bond has been paid in full, or until December 31st of that year.

5. Prepayment Option. To satisfy in full the City's obligations under this Bond, the City shall have the right to prepay all or a portion of the outstanding principal balance of this Bond at any time, at par and without penalty.

6. Assignment. This Bond may be transferred or assigned, in whole or in part, only with the consent of the City. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

7. Miscellaneous. This Obligation is subject to the Tax Increment Law and to the Development Agreement.

This Bond is issued by the City pursuant to, and full conformity with, the Constitution and laws of the State of Wisconsin.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Franklin has caused this Bond to be signed on behalf of the City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

Dated this _ day of _____, 202_.

CITY OF FRANKLIN, WISCONSIN

By: _____
John R. Nelson, Mayor

(CITY SEAL)

Attest: _____
Shirley J. Roberts, City Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of Franklin, Milwaukee County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his or her or its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of City Clerk
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT H

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 _____, 202__, by and between LXL PG Apartments, LLC, a Delaware limited liability company, and assigns ("Developer"), and the CITY OF FRANKLIN, a municipal corporation of Milwaukee County, Wisconsin ("City").

WITNESSETH:

WHEREAS, Developer and the City entered into that certain Development Agreement dated ___ day of _____, 202__ ("Development Agreement"). The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and

Recording Area

Name and Return Address

City of Franklin
Office of the City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132
Attn: City Clerk

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:

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 _____, 202____, the above-named _____, the _____ of _____, 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: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 202____, 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:

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE January 6, 2026</p>
<p align="center">REPORTS AND RECOMMENDATIONS</p>	<p align="center"><i>Franklin Public Schools, et al. v. City of Franklin Common Council, et al.</i>, Milwaukee County Circuit Court, Case No. 25-CV-8557. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p align="center">ITEM NUMBER B.10.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 1/6/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of January 6, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of January 6, 2026.



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
January 6, 2026 – 5:10 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2025-2026 5:15 p.m.	Tail Spin LLC DBA Tail Spin Pub & Pizza Jennifer Halverson, Agent 8330 W Puetz Rd			
Operator 2025-2026 New 5:30 p.m.	Jazzmine Morin-Muthig Walgreens #05459			
Operator 2025-2026 New 5:45 p.m.	Ji Youn Cindy Kim The Bowery Bar & Grill			
Operator 2025-2026 New	Richard Rehberg The Landmark			
Operator 2025-2026 Renewal	John Bergner Franklin Civic Celebration			
Class A Combination Change of Agent 2025-2026	Walgreens #15020 Walgreen Co Louis Olinger, Agent 7130 S 76 th St			
Temporary Class "B" Beer and Temporary "Class B" Wine Retailer's	St. Martin of Tours Church Person in Charge: Francis Vu Tan Event: Vietnamese New Year Location: 7963 S. 116 th St. Event Date: Sunday, 2/22/2026			

Temporary Entertainment & Amusement	St. Martin of Tours Church Person in Charge: Francis Vu Tran Event: Vietnamese New Year Location: 7963 S. 116 th St. Event Date: Sunday, 2/22/2026			
Temporary Class "B" Beer and Temporary "Class B" Wine Retailer's	Franklin Civic Celebration Committee Person in Charge: John Bergner Event: Independence Celebration Location: City Hall – 9229 W Loomis Rd Event Dates: 7/2 through 7/5/2026			
Temporary Entertainment & Amusement	Franklin Civic Celebration Committee Person in Charge: John Bergner Event: Independence Celebration Location: City Hall – 9229 W Loomis Rd Event Dates: 7/2 through 7/5/2026			
3.	Adjournment	Time:		

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/6/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated December 12, 2025 through January 1, 2026 Nos. 205315 through Nos. 205522 in the amount of \$ 1,762,990.71. Also included in this listing are EFT Nos. 6315 through EFT Nos. 6338, Library vouchers totaling \$ 19,006.07 and Water Utility vouchers totaling \$ 103,516.35. Voided checks in the amount of \$ (13,340.51) are separately listed.

Early release disbursements dated December 12, 2025 through December 31, 2025 in the amount of \$ 945,087.10 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated December 26, 2025 is \$ 468,300.50, previously estimated at \$ 483,000. Payroll deductions dated December 26, 2025 are \$ 525,402.77, previously estimated at \$ 532,000.

The estimated payroll for January 9, 2026 is \$ 512,000 with estimated deductions and matching payments of \$ 306,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 1, 2026 in the amount of \$ 1,762,990.71
- Payroll dated December 26, 2025 in the amount of \$ 468,300.50 and payments of the various payroll deductions in the amount of \$ 525,402.77 plus City matching payments and
- Estimated payroll dated January 9, 2026 in the amount of \$ 512,000 and payments of the various payroll deductions in the amount of \$ 306,000, plus City matching payments.

ROLL CALL VOTE NEEDED