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CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA  
TUESDAY, JULY 7, 2026 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
  - 1. A Proclamation in Recognition of Muslim American Heritage Month.
  - 2. Citizen Comment Period.
- C. Approval of Minutes:
  - 1. Regular Common Council Meeting of June 16, 2026.
  - 2. Special Common Council Meeting of July 2, 2026.
- D. Hearings.
- E. Organizational Business – The Mayor has made the following appointments for Council confirmation:
  - 1. Mayoral Aldermanic Appointment:
    - (a) Alderman Johnson-Parks Commission, 1 year unexpired term expiring 04/19/27.
    - (b) Alderwoman Kresovic-Civic Celebrations Commission, 2 year unexpired term expiring 06/30/28.
  - 2. Mayoral Boards and Commission Appointments: Arianne Vitrano, 9321 S. 94<sup>th</sup> St., Ald. Dist. 1 – Finance Committee, 1 year unexpired term expiring 04/30/27.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Reject All Bids for South Chapel Hill Drive Water Main Relay Project.
  - 2. Stormwater Education Presentation.
  - 3. A Resolution authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with TKG III Acquisitions, LLC – Storage Mart 7045 S. Lovers Lane Rd., TKN 747-9992-005.
  - 4. A Resolution Creating Tax Incremental District No. 11, Approving its Project Plan and Establishing its Boundaries, City of Franklin, Wisconsin.
  - 5. A Resolution Authorizing the Confirmation of the Appointment of Christina M. Lucchesi as City Attorney for the City of Franklin, Effective July 7, 2026, Pursuant to Section 55-1 of the Franklin Municipal Code.

Common Council Meeting Agenda

July 7, 2026

Page 2

6. ROC Ventures Umbrella Bar 2026 Summer Concert Series Outdoor Music Event Update.
7. An Ordinance to Amend §19.11 Letting of Bids for Public Construction Projects, of the Municipal Code of the City of Franklin, to Comply with Amendments to Wis. Stat. § 62.15 Public Works, Pursuant to 2025 Wisconsin Act 188.
8. Agreement between GG Installations/Bartz's Flooring and the City of Franklin for Courtroom Carpet Replacement.
9. A Resolution Authorizing Certain Officials to Execute a Kayla's Playground Development Penfield Children's Center, Inc. Recognition and Release Agreement.
10. Approval of Updated Job Description for Director of Health & Human Services.
11. \$300.00 public donation from the Franklin Lioness Foundation.
12. Noise Nuisance Claims by Dana Gindt, Joy Draginis-Zingales, the Franklin Greendale Alliance, and other similarly situated residents; NOTICE OF INJURY AND CLAIM PURSUANT TO WIS. STAT. § 893.80, served April 15, 2026. 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 claims and litigation in which it is likely to become involved, 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:

1. In the Matter of the Complaint Against: H, B & H, LLC d/b/a On the Border, for "Class B" intoxicating liquor license, Class "B" fermented malt beverage license, Entertainment and Amusement License and Cigarette Sold by Machine License.
2. License Committee Meeting of July 7, 2026.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

July 9	Plan Commission	6:00 p.m.
July 21	Common Council	6:30 p.m.
July 23	Plan Commission	6:00 p.m.
August 4	Common Council	6:30 p.m.
August 6	Plan Commission	6:00 p.m.
August 11	Fall Partisan Primary	7:00 a.m.-8:00 p.m.

B.1.

# City of Franklin Proclamation

## A PROCLAMATION IN RECOGNITION OF MUSLIM AMERICAN HERITAGE MONTH

**Whereas;** Muslims make up nearly 25 percent of the global population, and Islam is the world's fastest-growing religion; and

**Whereas;** Muslims around the world, and in the United States specifically, constitute a racially and culturally diverse group that is bound together by a shared belief in love as strength and unity as power; and

**Whereas;** the Wisconsin Muslim Civic Foundation empowers and amplifies the voices of the Wisconsin Muslim community through civic engagement, research, and advocacy, striving to foster a more inclusive and equitable society for all Wisconsinites; and

**Whereas;** while Muslims make substantial contributions to virtually every aspect of society, including business, academia, law, healthcare, the military, and more, we acknowledge that the history and contributions of Muslim Americans in our country are often neglected or defaced by prejudice, discrimination, xenophobia, and islamophobia; and

**Whereas;** on this occasion, we recommit ourselves to standing against hate and injustice in all forms, and to combatting anti-Muslim rhetoric through awareness, education, community, and meaningful action; and


**Whereas;** Franklin is home to a vibrant Muslim community that plays an essential role in forming and fundamentally enriching the unique character of our State and Nation; and

**Whereas;** today, the City of Franklin joins together all faiths and backgrounds in celebrating our Muslim friends and neighbors and the cultural and religious heritage of the Muslim community.

**Now, Therefore,** I, John R. Nelson, Mayor of the City of Franklin, do hereby recognize July 2026 as Muslim American Heritage Month.

Presented to the City of Franklin Common Council this 7th Day of July, 2026.



  
John R. Nelson, Mayor

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with the order being: Alderwoman Kresovic, Alderman Hasan, Alderwoman Kenney, Alderwoman Eichmann, Alderman Salous and Mayor Nelson.

Upon completion of the presentations and questions/answer process, the Aldermen voted on paper ballots as follows: Alderwoman Eichmann voted for Mr. Johnson, Alderman Hasan voted for Mr. Johnson, Alderwoman Kresovic voted for Mr. Johnson, Alderman Salous voted for Mr. Johnson, and Alderwoman Kenney voted for Ms. Vitrano. Vote was four for Mr. Johnson and one for Ms. Vitrano. Majority vote went to Mr. Johnson. Mr. Johnson was then sworn in as the Alderman for District 1 and took his seat at the council table.

Mayor Nelson called a recess at 8:27 p.m.  
Mayor Nelson reconvened at 8:37 p.m.

MAYORAL  
ALDERMANIC  
APPOINTMENTS

- E.2. Alderwoman Eichmann moved to confirm the following Mayoral Aldermanic Appointments:
- (a) Alderperson District 1 – Civic Celebration Committee, 1 year unexpired term expiring 06/30/26.
  - (b) Alderperson District 1 – Civic Celebration Committee, 2 year term expiring 06/30/28.
  - (c) Alderperson District 1 – Finance Committee, 1 year unexpired term expiring 04/19/27
  - (d) Alderperson District 1 – License Committee, 1 year unexpired term expiring 04/19/27.
  - (e) Alderperson District 1 – Technology Commission, 3 year unexpired term expiring 04/17/28.
- Seconded by Alderwoman Kresovic. On roll call, all voted Aye. Motion carried.

MAYORAL BOARDS  
AND COMMISSION  
APPOINTMENTS

- E.3. Alderwoman Kenney moved to confirm the following Mayoral Appointments:
- (a) Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 – Economic Development Commission, 1 year unexpired term expiring 06/30/27.
  - (b) Mike Barber, 7931 S. 61<sup>st</sup> St., Ald. Dist. 5 – Economic Development Commission, 1 year unexpired term expiring 06/30/27.
  - (c) Barbara Wesener, 7479 Carter Circle South, Ald. Dist. 5. – Economic Development Commission, 2 year term expiring 06/30/28.

(d) Timothy Wachter, 3930 W. Victory Creek Dr., Ald. Dist. 3 – Economic Development Commission, 2 year term expiring 06/30/28.

(e) Steve Bobowski, 9012 S. Cordgrass Circle W, Ald. Dist. 1 – Economic Development Commission 2 year term expiring 06/30/28.

(f) Annemarie Vitas-Oklobdzija, 8631 W. Forest Hill Ave., Ald. Dist. 1- Library Board, 3 year term expiring 06/30/29.

(g) Kelly Walker, 7421 S. North Cape Rd., Ald. Dist. 6 – Library Board, 3 year term expiring 06/30/29.

(h) Amanda Pound, 8255 W. Forest Hill Ave., Franklin Public Schools, Director of Teaching and Learning – Library Board, 3 year unexpired term expiring 06/30/29.

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

Alderman Hasan returned to his seat at 8:41 p.m.

- |  |      |   |
|--|------|---|
| FIRE DEPT. REPAIR<br>UPDATE  | G.4. | Alderwoman Eichmann moved to accept the report and place on file. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.   |
| RES. NO. 2026-8488<br>FIRE DEPT. WENDEL<br>ARCHITECTURE P.C.<br>CONTRACT | G.5. | Alderwoman Eichmann moved to adopt Resolution No. 2026-8488, A RESOLUTION. AUTHORIZING THE CITY OF FRANKLIN TO EXECUTE A CONTRACT WITH WENDEL ARCHITECTURE P.C. TO CONDUCT A FIRE DEPARTMENT FACILITY CONDITION REVIEW AND NEEDS ANALYSIS AT A COST NOT TO EXCEED \$50,000. Seconded by Alderwoman Kenney. All voted Aye; motion carried. |
| RES. NO. 2026-8489<br>NR-208 COMPLIANCE<br>REPORT 2025                   | G.6. | Alderman Hasan moved to adopt Resolution No. 2026-8489, A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2025. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.  |
| RES. NO. 2026-8490<br>PARTIAL TAX<br>RESCISSION TKN 853-<br>0114-000     | G.7. | Alderwoman Kresovic moved to adopt Resolution No. 2026-8490, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 853-0114-000; and direct staff to refund the property owner \$523.58. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.  |
| RES. NO. 2026-8491<br>KAYLA'S<br>PLAYGROUND                              | G.8. | Alderwoman Eichmann moved to adopt Resolution No. 2026-8491, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A KAYLA'S PLAYGROUND CHARITABLE  |

DONATION  
AGREEMENT

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

TRICK OR TREAT 2026

G.9. Alderman Hasan moved to establish the last Saturday in October from 4-7 p.m. for the Halloween Trick or Treat observance in the City of Franklin. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.

ORD. NO. 2026-2740  
AMEND PROVISIONAL  
OPERATOR'S LICENSE  
FEE

G.10 Alderwoman Kenney moved to adopt Ordinance No. 2026-2740, AN ORDINANCE TO AMEND §169-1 LICENSES REQUIRED, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, TO DECREASE THE COST OF THE ALCOHOL BEVERAGES PROVISIONAL OPERATOR'S LICENSE FEE. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

2027 GRANT PROGRAM  
PROJECTS

G.11. Alderwoman Kresovic moved to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network, Inc. Faith in Action Milwaukee County Program for \$5,000 and Oak Creek Salvation Army – Homelessness Program for \$3,000; to submit a project application for a 2027 Franklin Home Repair Grant Program, administered directly through Milwaukee County, for \$65,000, by the deadline date of July 24, 2026. (This aggressive deadline date does not allow this item to be held over or tabled to a future meeting date.) Seconded by Alderwoman Kenney. All voted Aye; motion carried.

ON THE BORDER  
ENTERTAINMENT &  
AMUSEMENT LICENSES

H.1. Alderwoman Eichmann moved to hereby authorize Attorney Nicholas Cerwin to provide legal services to process a potential complaint with regard to the On the Border licenses, and to hereby waive any conflict of interest with regard to the services to be provided by Attorney Cerwin, and authorize the City Attorney to sign a waiver and deliver it to the Von Briesen law firm. Seconded by Alderwoman Kresovic. On roll call, Alderwoman Eichmann, Alderman Hasan and Alderwoman Kresovic all voted Aye; Alderman Salous voted No; Alderman Johnson abstained. Motion carried .

MISCELLANEOUS  
LICENSES

H.2. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of June 16, 2026.

Grant New 2025-26 Operator License to Ariyah Evans-Mitchell;  
Hold New 2025-26 Operator License for Appearance to Bryanna Mayen;  
Grant New 2025-26 Operator License & Renewal 2026-27 Operator License to Maria Perez;

Hold New 2026-27 Operator License for Appearance to Vernon Wienke;  
Grant Renewal 2026-27 Operator License to: Angelica Bouwens, Amanda Brown, Kelly Molina;  
Grant Renewal 2026-27 Operator License with a letter to Daniel Mackie;

Seconded by Alderwoman Kresovic. On roll call, Alderman Salous, Alderwoman Kresovic, Alderman Hasan and Alderwoman Eichmann voted Aye; Alderman Johnson and Alderwoman Kenney abstained. Motion carried.

Alderwoman Kenney moved to approve the following licenses of the License Committee Meeting of June 16, 2026.

Grant Extraordinary Entertainment & Special Event to Victory of the Lamb Inc. – Family Night featuring Touch A Truck 2026, Person in Charge: Michael Babler, Location: 11120 W Loomis Rd, Date of Event: Saturday, July 18, 2026;

Grant Extraordinary Entertainment & Special Event to Friends of Wehr Nature Center Inc, Person in Charge: Melissa Hoppe, Location: 9701 W College Ave, Date of Event: July 7, 2026;

Grant Temporary Class “B” Beer and Temporary “Class B” Wine Retailer’s to Friends of Wehr Nature Center Inc, Person in Charge: Melissa Hoppe, Location: 9701 W College Ave, Date of Event: July 7, 2026;

Grant Class A Combination 2026-2027 License Pending Inspection and Certificate of Occupancy to National 8 Oil, LLC, Usman Sadiq, Agent, 5120 W Ryan Rd;

Grant Class B Combination Entertainment & Amusement 2026-2027 License Pending Inspection to Creamy Dream, LLC, DBA Curry House, Hitesh Kumar, Agent, 7730 S Lovers Lane Rd, Ste 300;

Grant New 2025-26 Operator License & Renewal 2026-27 Operator License with correction of application to Brandon Krawczyk;

Grant New 2026-27 Operator License to: Ava Boldt, Andrew Clark, Sophia Detweiler, Ava Hanson, Vanessa Herrera, Kristy Krawczyk, Nicole McKown, Sophia Olson, Dakota Peters, Vanessa Ruether;

Grant Renewal 2026-27 Operator License to: Claire Almquist, Nicole Anderson, Danielle Biersack, Tanya Bogust, Gabriella Calkins, Charleen Cassidy, Matthew Christman, Zachary Cummings, Alec Gilbert, David Goehring, Oskar Gonzalez, Barbara Hughes, Kenneth Keefer, Lori Kochan, Mark Leto, Amber McCall, Serena Medrano, Jacquelyn Murphy, Richard Neumann, Amy Ottoviani, Julie Palivoda, Luciano Parco, Holly Pesch, Tarhemen Raines-Bass, James Rickert, Nicole Schilcher, Elizabeth

Stroh, Jessica Szklarski, Jennifer Teske, Kathryn Theis, Julie Wiltzius, Faye Young;

Grant Renewal 2026-27 Operator License with correction of application to: Jazzmine Morin-Muthig, Shawn Murphy;

Grant Temporary Entertainment & Amusement License to Franklin Police Department, Person in Charge: PO Gary Wallace, Event: Franklin's Annual National Night Out Celebration, Location: Franklin Public Library, 9151 W Loomis Rd, Event Date: Monday, 8/3/2026;

Grant Mobile Home 2026-2027 License Pending Inspections to Franklin MHP Land, LLC, DBA Franklin MHP, 6361 S 27<sup>th</sup> St, Andrew Freeman, Manager, William Johnson, On-Site Manager;

Seconded by Alderwoman Eichmann. On roll call, Alderwoman Eichmann, Alderman Hasan, Alderwoman Kresovic, Alderman Salous and Alderwoman Kenney all voted Aye; Alderman Johnson abstained. Motion carried.

VOUCHERS AND  
PAYROLL

- I. Alderwoman Kresovic moved to approve City vouchers with an ending date of June 11, 2026 in the amount of \$1,512,155.72, and payroll dated June 12, 2026 in the amount of \$485,111.24 and payments of the various payroll deductions in the amount of \$278,047.37 plus City matching payments, and estimated payroll dated June 26, 2026 in the amount of \$492,000 and payments of the various payroll deductions in the amount of \$700,000, plus City matching payments. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 9:21 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
JULY 2, 2026  
MINUTES

C.2.

ROLL CALL

A. The special meeting of the Franklin Common Council was held on July 2, 2026, and was called to order at 10:02 a.m. by Council President Michelle Eichmann in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderwoman Eichmann, Alderman Hasan, Alderman Salous, Alderwoman Kresovic and Alderwoman Kenney. Mayor Nelson and Alderman Johnson were excused. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and Deputy City Clerk Maggie Poplar.

CHRISTINA M.  
LUCCHESI

B. No action was taken with the Mayor's appointee for City Attorney.

ADJOURNMENT

E. Alderwoman Kresovic moved to adjourn the meeting of the Common Council at 10:52 a.m. Seconded by Alderman Salous. All voted Aye; motion carried.

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 7-7-2026</p>
<p style="text-align: center;"><b>ORGANIZATIONAL BUSINESS</b></p>	<p style="text-align: center;"><b>Mayoral and Aldermanic Board and Commission Appointments</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> E.</p>

1. Mayoral Aldermanic Appointment:
  - (a) Alderman Johnson-Parks Commission, 1 year unexpired term expiring 04/19/27.
  - (b) Alderwoman Kresovic-Civic Celebrations Commission, 2 year unexpired term expiring 06/30/28.
2. Mayoral Boards and Commission Appointments: Arianne Vitrano, 9321 S. 94<sup>th</sup> St., Ald. Dist. 1 – Finance Committee, 1 year unexpired term expiring 04/30/27.

**COUNCIL ACTION**

Motion to confirm the following Mayoral Aldermanic Appointments:

1. Mayoral Aldermanic Appointment:
  - (a) Alderman Johnson-Parks Commission, 1 year unexpired term expiring 04/19/27.
  - (b) Alderwoman Kresovic-Civic Celebrations Commission, 2 year unexpired term expiring 06/30/28.
2. Mayoral Boards and Commission Appointments: Arianne Vitrano, 9321 S. 94<sup>th</sup> St., Ald. Dist. 1 – Finance Committee, 1 year unexpired term expiring 04/30/27.

**ROLL CALL VOTE**

CLERKDEPT

## Maggie Poplar

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Wednesday, June 17, 2026 1:58 PM  
**To:** Lisa Huening; Shirley Roberts; Maggie Poplar  
**Subject:** Volunteer Fact Sheet

**Name:** Arianne Vitrano  
**PhoneNumber:**  
**EmailAddress:** arianne.kailas@gmail.com  
**YearsasResident:** 6  
**Alderman:** 1  
**ArchitecturalBoard:**  
**CivicCelebrations:** on  
**CommunityDevelopmentAuthority:**  
**EconomicDevelopmentCommission:**  
**EnvironmentalCommission:**  
**FinanceCommittee:** on  
**FairCommission:**  
**BoardofHealth:**  
**FirePoliceCommission:**  
**ParksCommission:** on  
**LibraryBoard:**  
**PlanCommission:**  
**PersonnelCommittee:**  
**BoardofReview:**  
**BoardofPublicWorks:**  
**QuarryMonitoringCommittee:**  
**TechnologyCommission:**  
**TourismCommission:** on  
**BoardofZoning:**  
**WasteFacilitiesMonitoringCommittee:**  
**BoardWaterCommissioners:**  
**CompanyNameJob1:**  
**CompanyAddressJob1:**  
**TelephoneJob1:**  
**StartDateandPositionJob1:**  
**EndDateandPositionJob1:**  
**CompanyNameJob2:**  
**AddressJob2:**

**TelephoneJob2:**

**StartDateandPositionJob2:**

**EndDateandPositionJob2:**

**CompanyNameJob3:**

**AddressJob3:**

**TelephoneJob3:**

**StartDateandPositionJob3:**

**EndDateandPositionJob3:**

**Signature:**

Arienne Vitrano

**Date:**

6/17/2026

**Signature2:**

Arienne Vitrano

**Date2:**

6/17/25

**SourceDocID:**

9278

**SourceNavName:**

Volunteer Fact Sheet

**Address:**

9321 S. 94th ST, Franklin 53132

**PriorityListing:**

1. Finance 2. Parks 3. Tourism 4. Civic Celebrations

**WhyInterested:**

I am a long-term Franklin resident who is looking to serve the city in whatever way I can. I am looking to gain experience as part of our local government.

**DescriptionofDutiesJob1:**

**DescriptionofDutiesJob2:**

**DescriptionofDutiesJob3:**

Please see my resume from my application for D1 alder for work experience. I have been a teacher, school administrator and leadership coach. I lead a group of civically engaged women from Franklin who are deeply committed to what is going on in our community and who is leading it. I enjoy going to the library with my kids, working out at The YMCA in Franklin, going to Milkmen games and Kayla's Krew.

**AdditionalExperience:**

[See Current Results](#)

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 07/07/2026
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>REJECT ALL BIDS FOR SOUTH CHAPEL HILL DRIVE WATER MAIN RELAY PROJECT</b>	<b>ITEM NUMBER</b> G.I. District # 6

**BACKGROUND**

The Engineering Department received approval to solicit bids for the South Chapel Hill Drive Water Main Relay project at the 6/3/26 Common Council meeting. The existing water main was installed in 1968. Over the last six months, there have been three water main breaks within this section. This is due to the aging infrastructure. The Board of Water Commissioners directed staff to begin design of relaying the water main. Chapel Hill Drive and Chapel Hill Ct N. roadways are both in poor condition as well. Therefore, it makes sense to replace the water main first, and then pave the roadway. The City has included these roadways into the 2026 Local Street Improvement Program. The intent is to replace the water main prior to the roadway getting repaved.

**ANALYSIS**

We received one bid on June 25, 2026. Below are the bid results:

	Base Bid
<i>Engineer's Estimate</i>	<i>\$750,000.00</i>
Globe Contractors, Inc.	\$993,250.00

The bid came in over the engineers' estimate as well as over budget. Therefore, staff recommends the Common Council reject the bid.

Staff discussed the bid with Globe Contractors, Inc. after the bid opening and it was mentioned that due to the project being bid out in June with a small timeframe for construction it will be hard to receive favorable bid prices. Therefore, staff recommends rebidding the project this fall with a construction time frame of starting in early Spring of 2027 and completion before labor day of 2027. We believe this will allow for more favorable bid prices and come in at budget.

S. Chapel Hill Drive is currently included in the 2026 Local Street Improvement Program project award. If this bid is rejected, the Engineering Department will come to Council with a request to issue a change order for the 2026 Local Street Improvement Program.

**FISCAL NOTE**

The project will require General Obligation (GO) debt financing and is anticipated to be included in the GO debt borrowing scheduled to occur later this summer.

**STAFF RECOMMENDATION**

Staff recommends that the Council reject the S. Chapel Hill Dr. Water Main Relay project bid and authorize staff to rebid this project in the fall.

**COUNCIL ACTION REQUESTED**

Motion to reject all bids for the S. Chapel Hills Drive Water Main Relay Project and to direct staff to rebid the project in the Fall of 2026.

S. Chapel Hill Drive Water Main Relay Project (#10228042)

Owner: City of Franklin

Solicitor: Franklin, City of

06/25/2026 09:30 AM CDT

Section Title	Line Item	Item Description	UoFM	Quantity	Unit Price	Extension
1- S. Chapel Hill Dr. Water Main Relay						
	1	Traffic Control	LS	1	\$7,500.00	\$993,250.00
	2	Erosion Control	LS	1	\$2,000.00	\$7,500.00
	3	8-Inch Dia. PVC Water Main w/ Granular Backfill	LF	1520	\$240.00	\$2,000.00
	4	8-Inch Dia. PVC Water Main w/ Spoil Backfill	LF	150	\$200.00	\$364,800.00
	5	6-Inch Dia. PVC Water Main w/ Granular Backfill	LF	15	\$250.00	\$30,000.00
	6	6-Inch Dia. PVC Water Main w/ Spoil Backfill	LF	15	\$220.00	\$3,750.00
	7	8-Inch Gate Valve	EA	9	\$4,500.00	\$3,300.00
	8	6-Inch Gate Valve	EA	2	\$3,500.00	\$4,500.00
	9	1-1/4-Inch HDPE Water Lateral w/ Granular and Spoil Backfill	EA	19	\$9,000.00	\$7,000.00
	10	1-1/4-Inch HDPE Water Lateral in Driveway w/ Granular and Slurry Backfill	EA	6	\$15,000.00	\$9,000.00
	11	Hydrant Assembly	EA	5	\$14,000.00	\$90,000.00
	12	Connect to Ex. Water Main	EA	4	\$8,000.00	\$70,000.00
	13	Turf Restoration	SY	400	\$13.00	\$32,000.00
	14	Curb Removal and Replacement	LF	200	\$117.00	\$5,200.00
	15	Curb Removal	LF	180	\$20.00	\$23,400.00
	16	Concrete Driveway 5-Inch Thick	SF	900	\$25.00	\$3,600.00
	17	Concrete Driveway 7-Inch Thick	SF	2100	\$28.00	\$22,500.00
	18	Temporary Lateral Connection	LS	1	\$5,200.00	\$58,800.00
	19	Remove and Salvage Retaining Wall and Pato Pavers	LS	1	\$40,000.00	\$5,200.00
	20	Cleaning and Grubbing	LS	1	\$1,500.00	\$40,000.00
	21	Tree Removal	LS	1	\$3,200.00	\$1,500.00
	22	Remove and Salvage Fence	LS	1	\$8,000.00	\$3,200.00
Base Bid Total:						\$8,000.00
						\$993,250.00

<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b> 7/7/2026</p>
<p align="center"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p align="center"><b>STORMWATER EDUCATION PRESENTATION</b></p>	<p align="center"><b>ITEM NUMBER</b> G.2. <b>District #</b> <b>All Districts</b></p>
<p><b><u>BACKGROUND</u></b></p> <p>A presentation by Kristi Heuser, Program Manager for Root-Pike Watershed Initiative Network to provide stormwater education and outreach to City Officials, as required by the Wisconsin Department of Natural Resources (WDNR) under the City's MS4 permit.</p> <p>This presentation is for informational use only; no council action is being requested.</p>		

Engineering – MNP; DOA – KH;



# Root River Watershed

Water Quality Problems and Solutions

**Kristi Heuser**

*Program Manager- Root-Pike Watershed Initiative Network*



RESPECT OUR WATERS



**KENOSHA**  
**REGENERATIVE**  
**PRODUCERS GROUP**

RPW's mission is to restore, protect, and sustain the tributaries of the Root-Pike Basin

**Kristi Heuser**

Program Manager

[Kristine@rootpikewin.org](mailto:Kristine@rootpikewin.org)

## Stormwater Space Event Experience - NR 216.07(1)(b)5

Helps participants answer, “What Happens to Water When it Rains?”

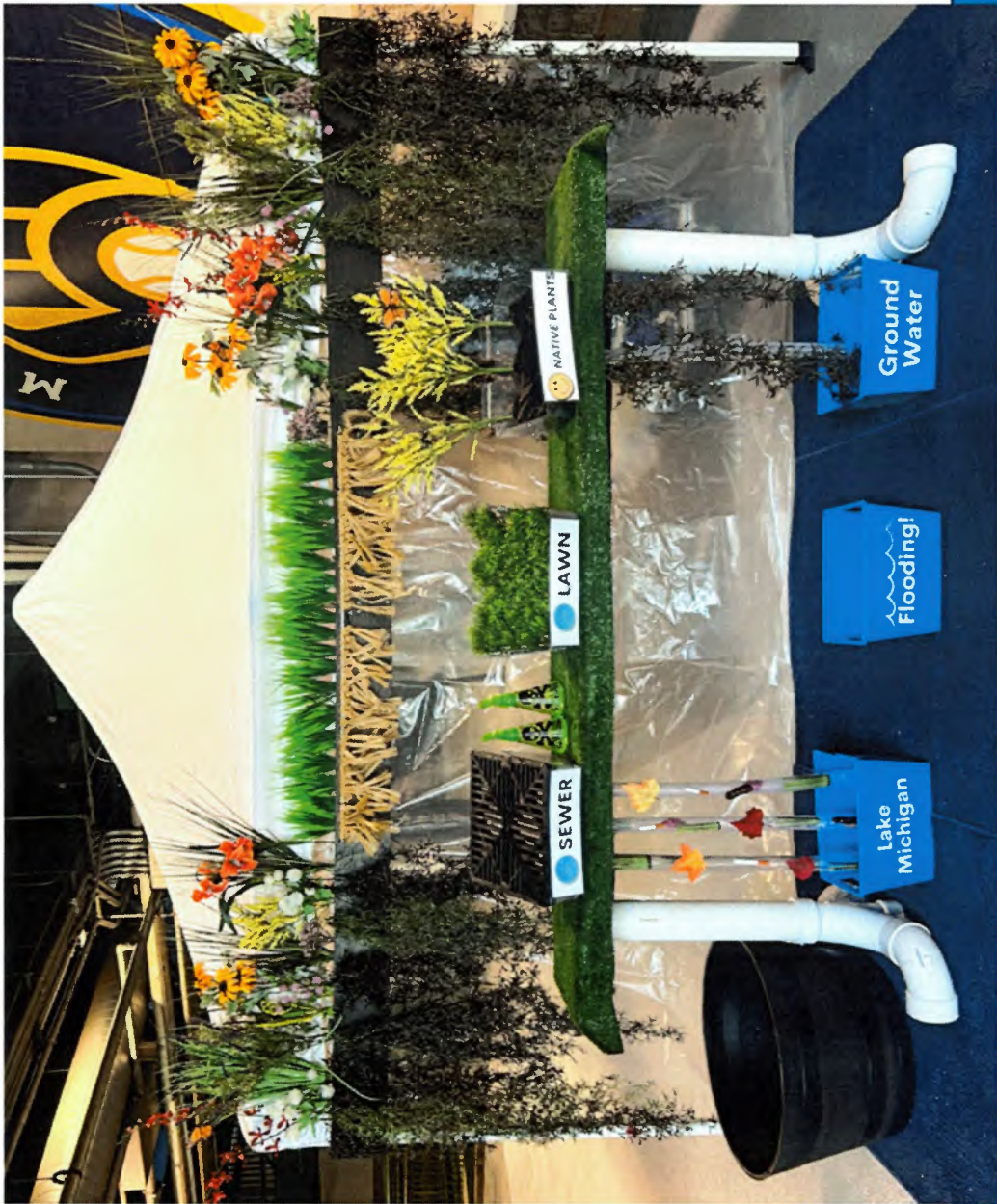
Using water blasters, participants become “storm clouds” to learn what happens to stormwater when it hits various surfaces including impervious roads, turfgrass, and long-rooted native plants. Player’s spray into a storm drain complete with pollutant-filled tubes to watch the water flow over common water pollutants and into a “Lake Michigan” bucket. Due to its short roots, raining onto the turfgrass surface quickly moves water into a “flood” bucket, modeling its lack of water infiltration abilities. The turfgrass can also be lifted to view and touch its short roots which can then be compared to the long, native roots hanging on the side of the tent.



The third surface displays native Goldenrod which has a long root and a sponge under its “soil”. Upon “making it rain”, the sponge slowly releases the water into the “ground water” bucket. Many quickly connect the long roots to an increase in stormwater infiltration. Participants are then offered to squeeze the soil sponge and release the water.

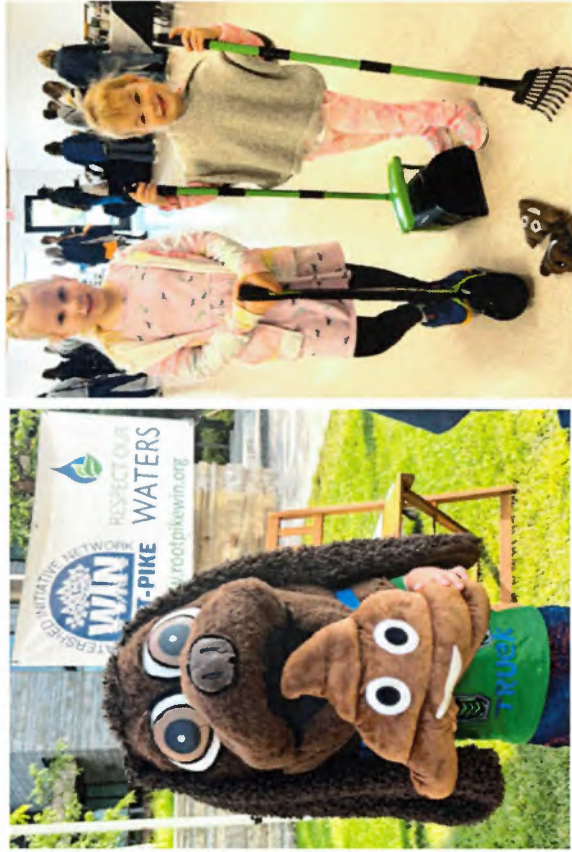
The tent is designed to teach, in a few short minutes, all about the stormwater cycle, common pollutants, and how native plants, with their long and robust root systems, work better than turfgrass for improving stormwater infiltration, nutrient processing, and creating resilient environments.

The tent’s display of native plants coming out from the top and roots hanging along the sides draws interest from passersby and beckons event attendees to enter the tent to play and learn.



## Pet Waste Display - NR 216.07(1)(a)2

According to the EPA, pet waste is considered a major source of nonpoint pollution. To address this issue, ROW attends events with our Pet Waste Display complete with framed educational information, dress up photo ops, poop-toss games and free giveaways that remind dog owners not to poo-llute, but instead pick up the pet poop!



## Watershed Model - NR 216.07(1)(a)1

The watershed model showcases various stormwater pollutants using a variety of sprinkles. Making it rain on the model shows how rain can quickly move common pollutants into waterways, and how rivers and lakes ultimately affect larger waterbodies such as the Pike, Root, and Fox River, and eventually Lake Michigan.



# Salt Display - NR 216.07(1)(a)1

How Much Winter Salt

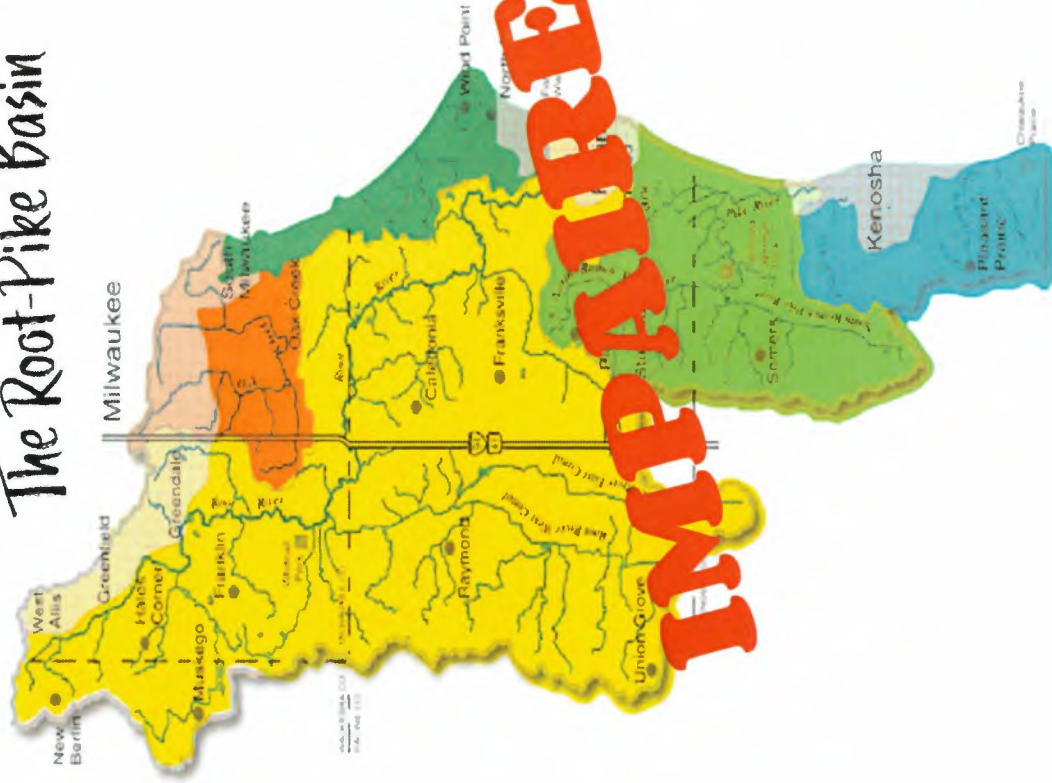
Does It Take To

**Permanently**  
**Pollute**

5 Gallons Of Freshwater?



# The Root-Pike Basin



Oak Creek Watershed

Root River Watershed

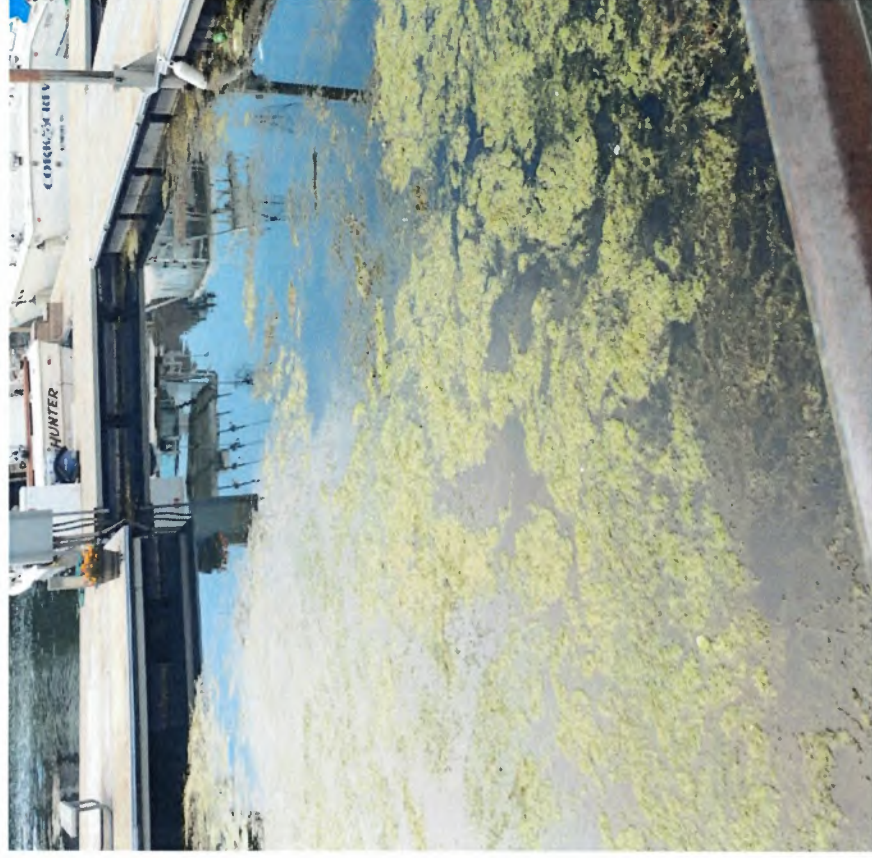
Wind Point Watershed

Pike River Watershed

Pike Creek Watershed

**IMPACTED!**

## Root River Watershed Impairments (Varies by location)



Phosphorus



Sediment

## Root River Watershed Impairments (Varies by location)



Chlorides



E.Coli Bacteria

## Root River Watershed Impairments (Varies by location)



Degraded Habitats and Low Dissolved Oxygen

Root Systems of Prairie Plants

Conservation Research Institute  
March, November 1999



Native Landscaping- Municipal owned spaces & private residences



**20 sqft Natives**

→

**8 GALLONS / STORM!**



**20 sqft Lawn**

→

**>1 GALLON / STORM**



# THE STORMWATER POND PLAYBOOK

*Reduce Costs and Improve Water Quality*

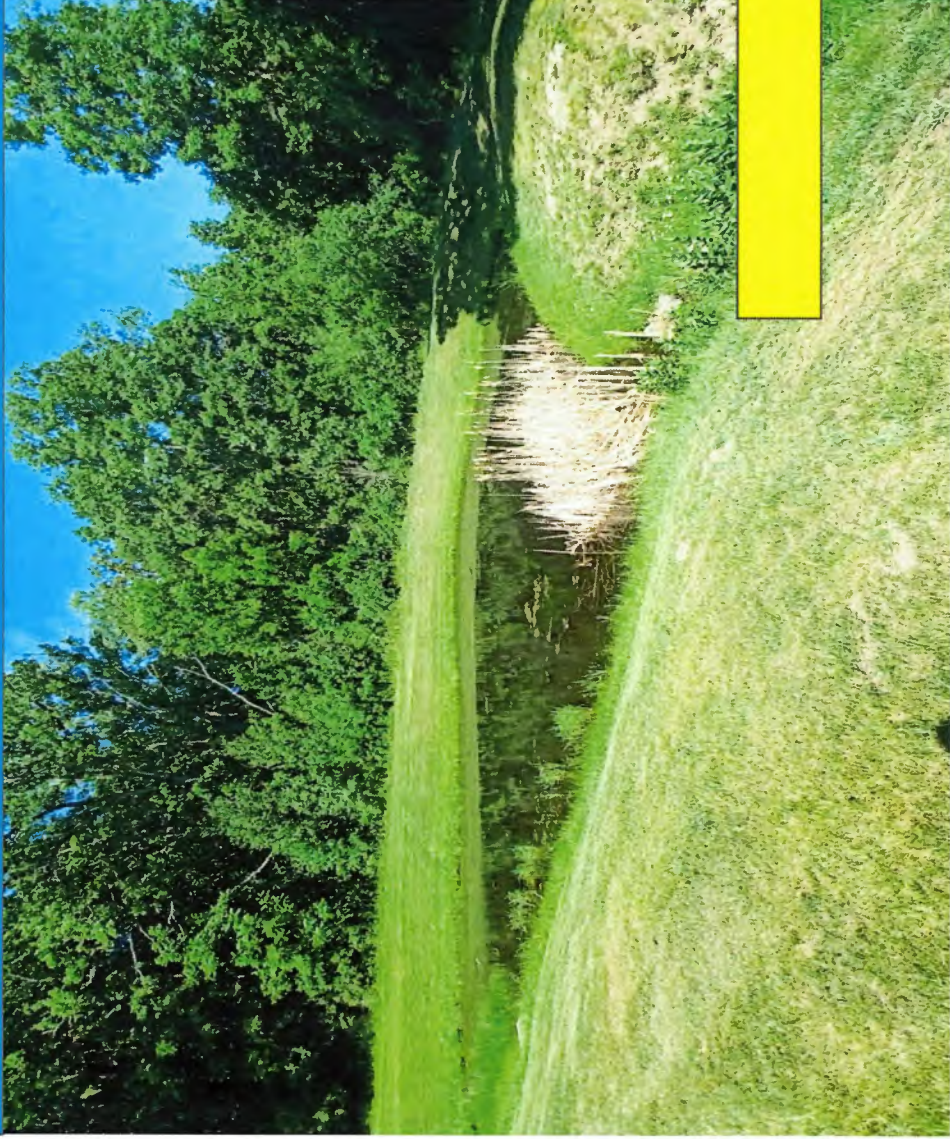


in cooperation with

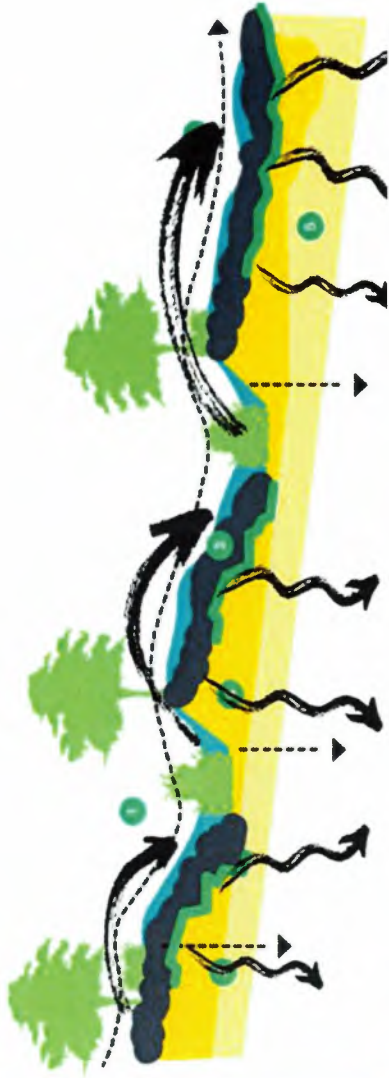


**Updated Stormwater Pond Designs for  
New Developments- Less Grass & Geese**

# Native Landscaping Around Pond Buffers



# Pond Alternative: Regenerative Stormwater Conveyance System



Immediately After the Storm (09/12/22)



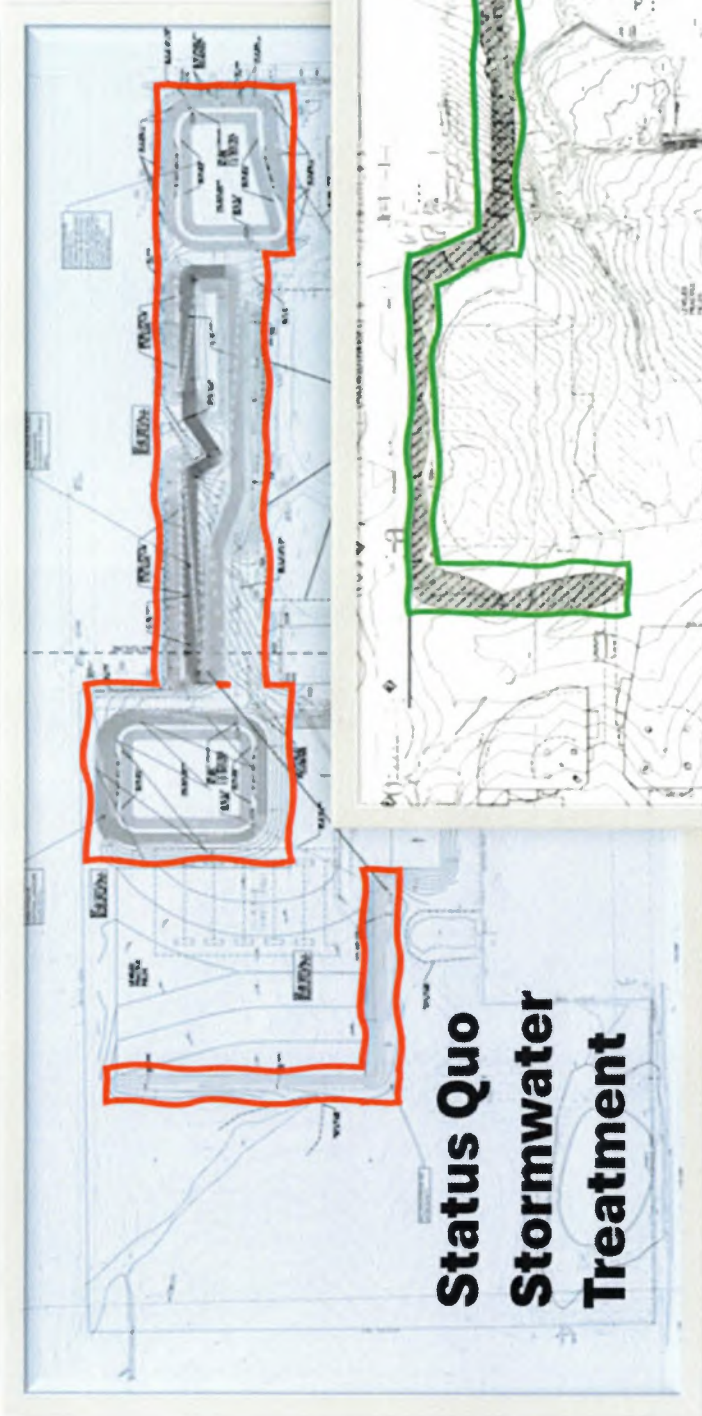
Three Days After the Storm (09/15/22)



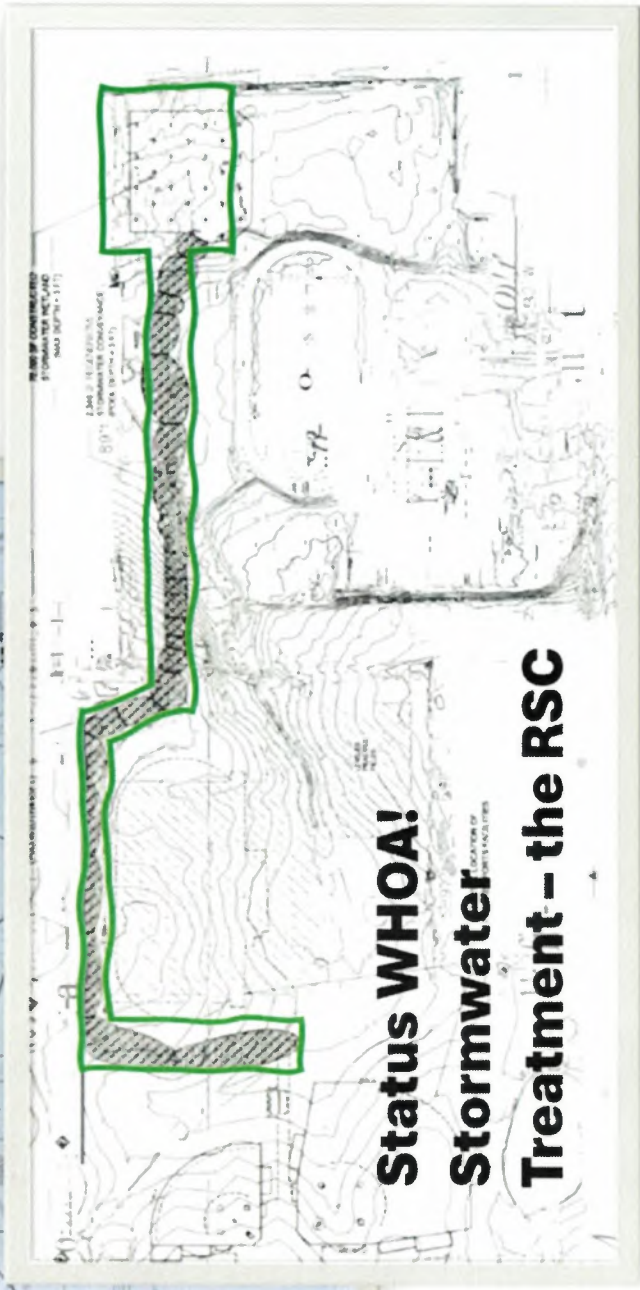




[Shoreland Lutheran HS RSC Flyover](#)



**Status Quo  
Stormwater  
Treatment**



**Status WHOA!  
Stormwater  
Treatment – the RSC**

# Shoreland Lutheran HS- April 2026



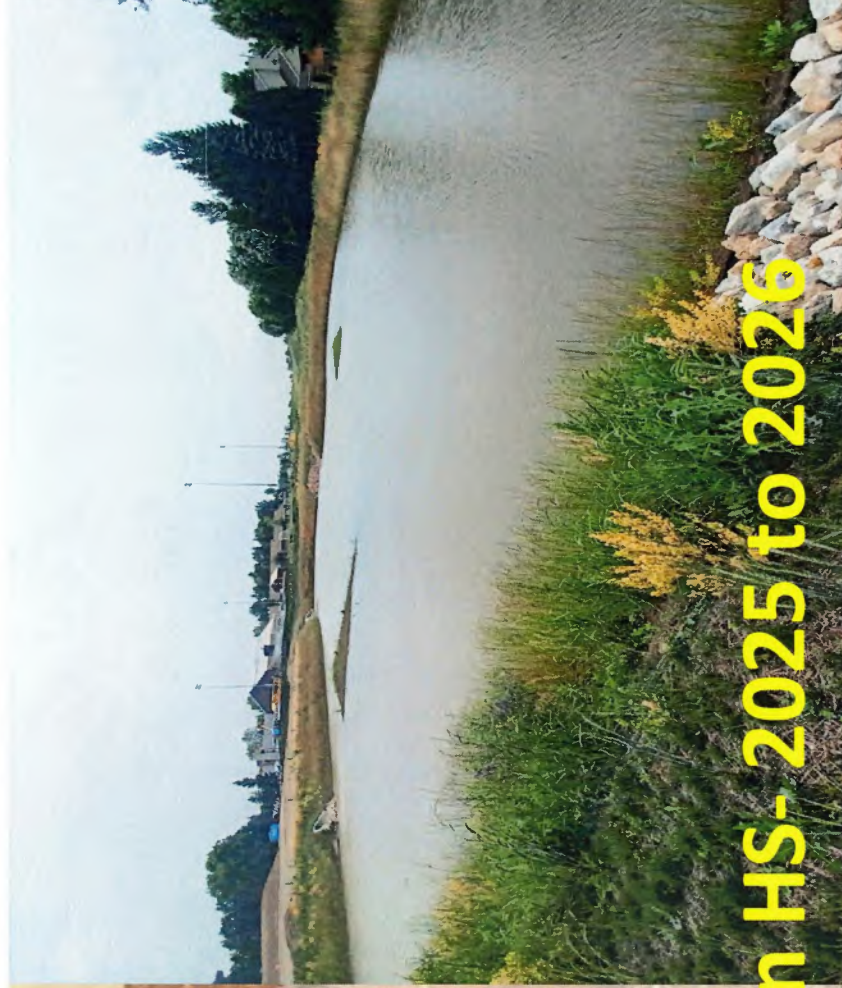


Before RSC-2023



After RSC-2026

# Pond Alternative: Constructed Wetland



Shoreland Lutheran HS- 2025 to 2026

## Attend SaltWise Training Workshops (DPW Staff & Elected Officials)



**1 teaspoon of road salt permanently pollutes 5 gallons of fresh water**

## Saltwise Training Workshop Topics



- Brine Systems
- Benefits of different plow blades
- Importance of Calibration
- Pavement Sensors
- Remote Weather Stations/Cameras
- Snow & Ice Policy

“Salt brine achieved similar traction and road conditions while using between 40% and 72% less than dry application.” - WisDOT 2026

# Projects in the Root River Watershed Restoration Plan



Kristi Heuser  
[kristine@rootpikewin.org](mailto:kristine@rootpikewin.org)

COMMUNITY ASSISTANCE  
PLANNING REPORT NO. 316

## A RESTORATION PLAN FOR THE ROOT RIVER WATERSHED

Part One  
Chapters 1-7

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

The image shows a map of the Root River Watershed, outlined in black and filled with a light blue color. The map is overlaid on a light gray street grid. To the right of the map is a photograph of a river scene with trees and a cloudy sky. The text 'A RESTORATION PLAN FOR THE ROOT RIVER WATERSHED' is centered over the map. In the top left corner, it says 'COMMUNITY ASSISTANCE PLANNING REPORT NO. 316'. In the bottom left corner, it says 'Part One Chapters 1-7'. In the bottom right corner, it says 'SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION'.

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 7/7/2026
Reports & Recommendations	<b>A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with TKG III Acquisitions, LLC, Storage Mart, 7045 S Lovers Lane Rd, Franklin, WI. Tax Key No. 747 9992 005</b>	<b>ITEM NO.</b>  Ald. Dist. 6 G.3.

**BACKGROUND**

Pursuant to the approval of a site plan for TKG III Acquisitions, LLC – Storage Mart at 7045 S Lovers Lane Rd, it is necessary to enter into a development agreement for public infrastructure improvements on the site at an estimated cost of \$573,880.00.

**ANALYSIS**

This agreement provides for the necessary public infrastructure improvements required for the new Storage Mart. Included in the agreement is work on a public water main and a fire hydrant on the site.

**OPTIONS**

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit “E” attached contingent upon receiving all necessary signatures from the developer.

**FISCAL NOTE**

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

**RECOMMENDATION**

Motion to adopt Resolution No. 2026- \_\_\_\_\_ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with TKG III Acquisitions, LLC 7045 S Lovers Lane Rd, TKN 747 9992 005.

Engineering Department: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A  
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS  
WITH TKG III ACQUISITIONS, LLC – STORAGE MART  
7045 S LOVERS LANE RD, TKN 747 9992 005

---

WHEREAS, the Developer, TKG III Acquisitions, LLC is ready to proceed with the development at 7045 S Lovers Lane Rd and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with TKG III Acquisitions, LLC.

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

Introduced at a regular meeting of the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Alderman \_\_\_\_\_.

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

APPROVED:

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

ATTEST:

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

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

**CITY OF FRANKLIN**

**WISCONSIN**

**DEVELOPMENT AGREEMENT**

**FOR**

**STORAGE MART**

**April 2026**

**DEVELOPMENT AGREEMENT  
FOR  
STORAGE MART  
7045 S Lovers Lane Rd  
TKN: 747 9992 005**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 11<sup>th</sup> day of MARCH 2026, by and between TKG III ACQUISITIONS, an LLC, 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 a [facility], and the approval[s] thereof by the City of Franklin providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: [water system, storm water management facilities, water main extension and appurtenances]; and

WHEREAS, the public works schedule and budget of the City do 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 aforementioned improvements 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 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 seventy-six thousand 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, a Performance Bond, or Escrow / Cash deposited into an account and such form shall be the choice of the Developer) in the initial amount of \$106,520, 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.

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) 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 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:

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 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	\$12,000,000 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

(b) 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, for 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.

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 fulfil 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.]

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

SEALED IN PRESENCE OF:

TKG III Acquisitions LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Party of the First Part

STATE OF WISCONSIN )  
 )ss.  
 \_\_\_\_\_ COUNTY )

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

*or*

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name(s) of person(s)) as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
( \_\_\_\_\_ )  
My commission expires: \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_  
Name: John R. Nelson  
Title: Mayor

COUNTERSIGNED:

By: \_\_\_\_\_  
Name: Shirley J. Roberts  
Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN )  
 )ss.  
 \_\_\_\_\_ COUNTY )

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

\_\_\_\_\_  
Notary Public, Milwaukee County, WI  
( \_\_\_\_\_ )  
My commission expires: \_\_\_\_\_

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

Form approved:

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

**INDEX OF EXHIBITS  
TO  
DEVELOPMENT AGREEMENT  
FOR  
STORAGE MART**

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  
STORAGE MART**

**LEGAL DESCRIPTION  
OF DEVELOPMENT**

Parcel 3 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, images 869 to 872, as Document No. 6371353, being part of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 5, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

**EXHIBIT "B"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**STORAGE MART**

GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS
---

Description of improvements required to be installed to develop the STORAGE MART 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 and erosion control within the Development in conformance with the approved grading and erosion control plans. \*S
- 2. Installation of concrete sidewalk to the approved grade and in accordance with present City specifications. \*S
- 3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. \*S
- 4. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Development as approved by the City. \*S

5. Sanitary sewer main and appurtenances in the streets and/or easement in the Development, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area. \*S
6. 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
7. Laterals and appurtenances from sanitary sewer main to the site and/or buildings in accordance with the plans approved by the City Engineer. \*S
8. Water system and sanitary sewer system as approved by the City Engineer. \*S
9. Laterals and appurtenances from water main to the site and/or buildings in accordance with the plans approved by the City Engineer. \*S
10. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. \*S
11. Street trees. \*C
12. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
13. Engineering, planning and administration services as approved. \*S
14. 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
15. Street lighting and appurtenances along the street right-of-way as determined by the City. \*C
16. Street signage in such locations and such size and design as determined by the City. \*C
17. Title evidence on all conveyances. \*S

**EXHIBIT "C"  
TO  
DEVELOPMENT AGREEMENT  
FOR  
STORAGE MART**

<b>GENERAL DEVELOPMENT REQUIREMENTS</b>
---

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

- A. Lots
  - 1. All lots shall be as shown on the final approved plat.

III. WATER SYSTEM

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

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

#### IV. SANITARY SEWER SYSTEM

##### A. Components

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

##### B. Availability

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

#### V. STORM DRAINAGE

##### A. Components

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

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

B. Endwalls

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

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The structural design of any retaining wall of three feet in height or more, shall be done by a licensed professional engineer registered in the State of Wisconsin.

D. Responsibility of Discharged Water

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

VI. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
  - a) Storm sewer or open channel, unless otherwise agreed upon by the Developer and the City.
  - b) Side slopes no steeper than 4:1.

- c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.

2. Pedestrian

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

VII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:

- a) The sanitary and storm sewer and water mains have been installed, tested and approved.
- b) Storm water management facilities have been rough graded certified and approved by the City Engineer.
- c) The plat has been recorded.
- d) All Development monuments have been set.

B. Occupancy Permits

1. No occupancy permits shall be issued until:

- a) The gas, telephone and electrical services have been installed and are in operation.
- b) The water system is installed, tested and approved.
- c) The site is stabilized and all storm water management facilities have been re-certified and approved by the City Engineer.

VIII. 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 for completion of improvements.
  - 1. The Developer shall take all action necessary 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.

IX. 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**  
**STORAGE MART**

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$8,000
Sanitary System	N/A
Water System	\$76,000
Storm Sewer System	\$340,000
Paving (including sidewalk)	N/A
Street Trees (x \$400/lot)	N/A
Streetlights (-) @ approximately \$5,000/ea.	N/A
Street Signs	N/A
Underground Electric, Gas and Telephone	N/A
Retention Basin	\$20,000
SUBTOTAL	\$444,000
Engineering/Consulting Services	\$10,000
Municipal Services (7% of Subtotal)	\$31,080
Contingency Fund (20% of Subtotal)	\$88,800
TOTAL:	\$573,880

APPROVED BY:  Date: 7/1/2026  
Michael N. Paulos, City Engineer

**EXHIBIT "E"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**STORAGE MART**

<b>ADDITIONAL DEVELOPMENT REQUIREMENTS</b>
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1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer agrees to pay the city for street trees planted by the city on N/A at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Developer, the Developer's sub-contractors, or the lot owners.
4. The Developer shall be responsible for cleaning up the debris that has been 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.
5. 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.
6. 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.
7. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange construction fence and silt fence around the environmental natural resource features prior to land disturbing.

8. The Developer shall install an 8-inch diameter water main on 7045 S Lover's Lane from the existing water main located at Lover's Lane Service Road of the Subdivision. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Developer which may reimburse to the Developer the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on N/A installed by the Developer. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the Developer upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid ten years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Developer such pro-rated costs if received as aforesaid.
9. Prior to commencing any land disturbance, the Subdivider shall employ a forestry expert approved by the City Forester to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the City Forester, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
10. The Developer has an obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer.
12. The Developer is responsible for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. The Developer is responsible for recertifying the storm water management facilities after the site is stabilized and prior to final approvals by the City Engineer.
13. Construction Requirements:
  - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
  - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.

- c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
  - d) All traffic shall enter the site from Lover's Lane
14. The Developer shall provide for the connection to the existing Service Rd and install any necessary curb and gutter and pavement.

**EXHIBIT "F"**  
**TO**  
**DEVELOPMENT AGREEMENT**

**FOR  
STORAGE MART**

<b>CONSTRUCTION SPECIFICATIONS</b>
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The following specifications shall be used for the construction of the various improvements.

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

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> July 7, 2026
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 11, APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES CITY OF FRANKLIN, WISCONSIN.</b>	<b>Ald. District 4 ITEM NUMBER</b> G.4.

**Background**

The Tax Incremental District No. 11 Project Plan annexed hereto for the proposed industrial development and commercial space uses of an approximate 114-acre area, generally in and around the area conscribed by South Oakwood Park Drive, South Franklin Drive, Basswood Drive and Ryan Road, as illustrated in the Project Plan. The Project Plan asserts that the project, Yaskawa America Headquarters, Manufacturing and Logistics Campus, would not occur without the formation of TID No. 11 and its assistance.

Following the timeline for creation of TID No. 11, the following activities occurred:

- The Joint Revenue Board met to review the plan on June 11; and
- The Plan Commission approved the Project Plan on June 18 and recommended that the Common Council approve and adopt the Project Plan with the boundaries cited therein.

The next step on the approval timeline is consideration by the Common Council of the Project Plan and its boundaries for the creation of Tax Incremental District No. 11, City of Franklin, Wisconsin at its July 7 meeting.

At this meeting Economic Development staff will report and consultants Ehlers, Inc. Public Finance Advisors will answer questions regarding the Project Plan and financial analysis, respectively. City staff from the Finance, Administration, Planning and Legal Services Departments will be present to answer questions and provide background information.

**COUNCIL ACTION REQUESTED**

Approval of a Resolution creating Tax Incremental District No. 11, approving its Project Plan and establishing its boundaries City of Franklin, Wisconsin.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 11,  
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES  
CITY OF FRANKLIN, WISCONSIN

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WHEREAS, the City of Franklin (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 11 (the "District") is proposed to be created by the City as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Milwaukee County, the Franklin Public School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on June 18, 2026 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Franklin that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 11, City of Franklin", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2026.
3. The Common Council finds and declares that:
  - (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 and has been zoned for industrial use.
  - (b) Based upon the finding stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.
  - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
  - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
  - (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
  - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - (g) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
  - (h) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

4. The Project Plan for "Tax Incremental District No. 11, City of Franklin" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

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

ATTEST:

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

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

**EXHIBIT A -**

**MAP OF  
TAX INCREMENTAL DISTRICT NO. 11  
CITY OF FRANKLIN**

[INCLUDED WITHIN PROJECT PLAN]

**PROJECT PLAN**

[DISTRIBUTED SEPARATELY]

## MEMORANDUM

Date: July 7, 2026  
To: City of Franklin Common Council  
From: John Regetz, Director of Economic Development  
RE: Yaskawa Campus Project and Consideration of Tax Increment District No. 11 Approval

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Yaskawa has expanded and developed plans for its Franklin campus for three years. This started with its purchase and expansion of the former TransPak building. New construction will continue with a robotics manufacturing building (MFG-1) on the northwest corner of the campus, with excavation fill going to the two parcels south for another manufacturing building site (MFG-2) along, with grading being conducted. Construction of a large, combined manufacturing facility will cover both those parcels. After that the company's North American headquarters, a laboratory and attached two-story parking garage will be built (HQ & Lab).

The sizes, timing and costs of the buildings' construction schedules follow:

- MFG-1, will be a 95,500 sq. ft. robotics manufacturing facility with clean rooms and will start construction in the May-June 2026 timeframe, complete in early 2028, and costing \$17 million to build.
- MFG-2, will be a 294,000 sq. ft. manufacturing & warehouse facility for electric-motor-driven-equipment and will start construction in May-June 2028, complete at the end of 2030, and cost \$40 million to build.
- HQ & Lab, will be a 103,000 sq. ft. Headquarters and Lab, starting construction in April-May 2031, complete at the end of 2033, and costing \$52 million to build.
  - An 84,000 sq. ft. attached, below and at ground level, parking garage will be built on the Headquarters and Lab, part of that construction from April-May 2031 to the end of 2033 and cost \$8.4 million to construct.

Under this plan, 576,000 sq. ft. of newly constructed building space will require construction costs of \$117 million. Yaskawa has also purchased the Quad Graphics building at World Packaging 1. Street renaming has been requested for Oakwood Park Drive, World Packaging Circle, Ashland Way and possibly Basswood Drive.

Traffic lights will be moved from 41st St. & West Ryan Road to South Oakwood Park Drive & West Ryan Road. The City will apply (signatory) for a Transportation Enhancement Act (TEA) Grant, reducing the City's cost to approximately \$165,000 (same as Yaskawa), rather than \$330,000 as originally planned. Yaskawa will prepare the application.

Yaskawa America manufactures industrial robots, motion control products, low and medium voltage AC drives, and solar inverters for numerous industries, including semiconductors, solar, machine tool, automotive, HVAC, pumping, oil and gas, and others. With this expansion, the company will also begin manufacturing robots in Franklin. Yaskawa is formally forecasting 1,000 jobs at the Franklin campus to be mainly relocated from Illinois.

Yaskawa and the City negotiated a Pay-Go incentive to assist with its development costs and to encourage their relocation to Franklin. The approved Development Agreement includes a variable 55% to 65% of incremental revenues, increasing as new buildings are added and capped at \$4.2 million. The TransPak building expansion received no incentive.

TID 11 needs to be created to provide this incentive and establish this excellent company in Franklin. Approval of TID 11 is before the City of Franklin tonight.

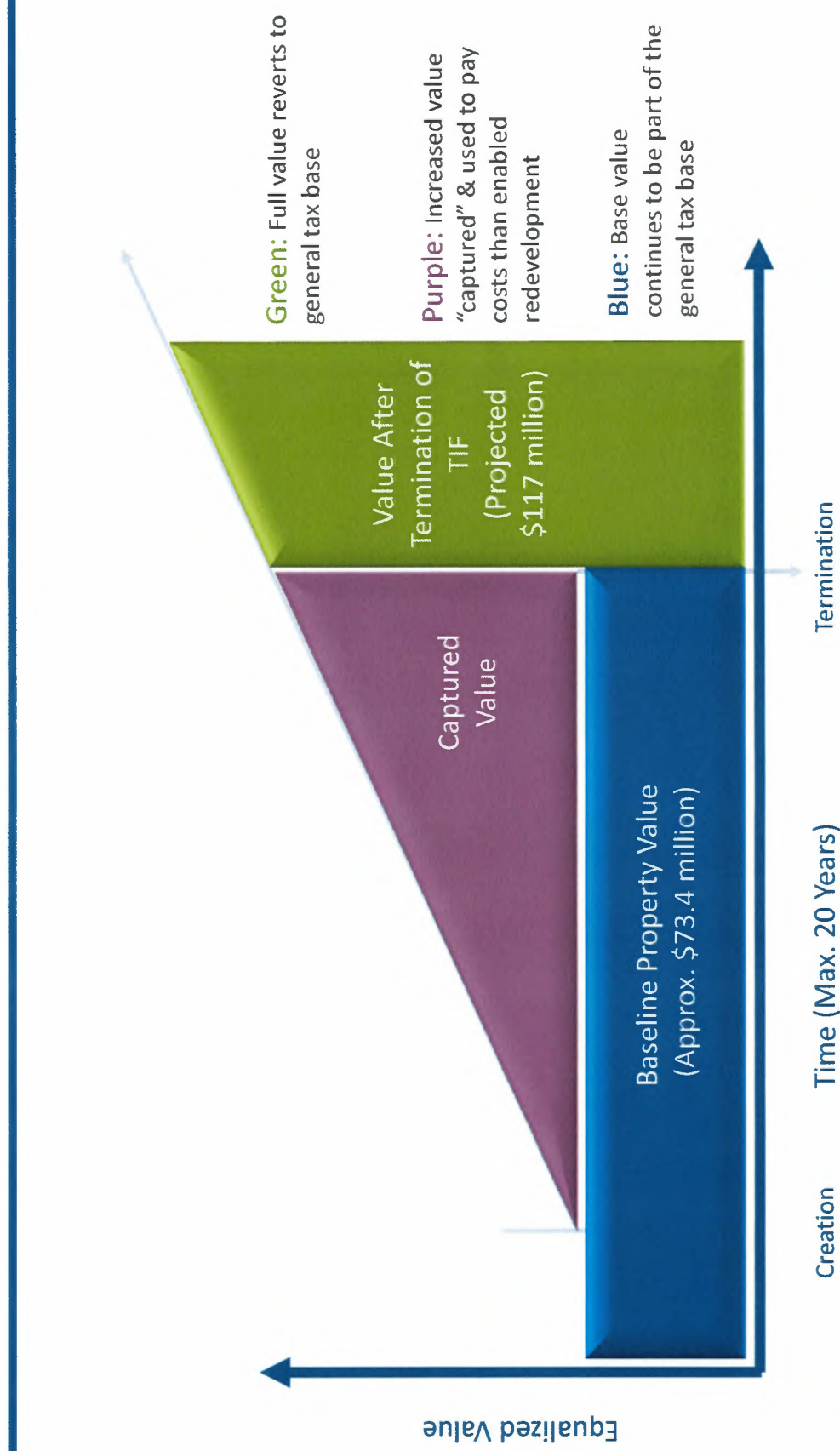


## Tax Incremental District No. 11

City of Franklin, Wisconsin



# How Tax Incremental Financing Works





# Economic Benefits of Proposed TID

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- Development of headquarters, training, and manufacturing facilities for industrial robots
- Approximately 576,000 square feet of new facilities will be constructed as part of the overall 1,043,000 square foot campus representing a \$182 million private capital investment
- Creation of over 1,000 positions with annual salaries averaging \$90,000
- Long-term employment opportunities resulting from the Project will support home ownership, increased population and retail & services markets in the City
- Short-term employment related to the construction and expansion of industrial facilities, and a general increase in commerce and economic activity within the City and region

## Proposed Project Costs

Project Cost	Est. Cost
Development Incentive (Yaskawa)*	\$4,200,000
Environmental Studies & Remediation Grant (WilCraft Can)	\$300,000
Traffic Signal Relocation Reimbursement (Yaskawa)	\$165,000
Utility Relocations (Allis Roller)	\$300,000
Interest on Advances	\$114,963
Administrative Expense	\$205,000
<b>Total</b>	<b>\$5,284,962</b>

- \* Incentive to be provided on a “Pay as you go” basis
- Payable solely from tax incremental revenue generated by District
  - Subject to annual appropriation by Common Council

# Yaskawa Development Agreement

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- Traffic signal relocation from intersection of S. 41<sup>st</sup> and West Ryan to S. Oakwood Park and West Ryan
  - ✓ Estimate cost of \$655,000 to be paid by Yaskawa with \$165,000 reimbursement from City if \$330,000 DOT grant awarded
- Incentive Requirements (Maximum \$4,200,000)

Building	Occupancy Deadline	Increment Percentage*	Latest Payment Date
1	7/30/2028	55%	10/1/2039
2	12/31/2030	60%	10/1/2041
3+	12/31/2033	65%	10/1/2044

\*Percentage steps up to previously constructed buildings

# Projected Tax Increment

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2,483,000	2027	0	2,483,000	2028	\$16.50	40,980
2	3,103,750	2028	24,830	5,611,580	2029	\$16.50	92,614
3	6,990,750	2029	56,116	12,658,446	2030	\$16.50	208,916
4	6,370,000	2030	126,584	19,155,030	2031	\$16.50	316,136
5	6,370,000	2031	191,550	25,716,581	2032	\$16.50	424,428
6	0	2032	257,166	25,973,746	2033	\$16.50	428,672
7	4,011,150	2033	259,737	30,244,634	2034	\$16.50	499,159
8	8,143,850	2034	302,446	38,690,930	2035	\$16.50	638,557
9	0	2035	386,909	39,077,839	2036	\$16.50	644,943
10	0	2036	390,778	39,468,618	2037	\$16.50	651,392
11	0	2037	394,686	39,863,304	2038	\$16.50	657,906
12	0	2038	398,633	40,261,937	2039	\$16.50	664,485
13	0	2039	402,619	40,664,556	2040	\$16.50	671,130
14	0	2040	406,646	41,071,202	2041	\$16.50	677,841
15	0	2041	410,712	41,481,914	2042	\$16.50	684,620
16	0	2042	414,819	41,896,733	2043	\$16.50	691,466
17	0	2043	418,967	42,315,701	2044	\$16.50	698,380
18	0	2044	423,157	42,738,858	2045	\$16.50	705,364
19	0	2045	427,389	43,166,246	2046	\$16.50	712,418
20	0	2046	431,662	43,597,909	2047	\$16.50	719,542
<b>Totals</b>	<b>37,472,500</b>		<b>6,125,409</b>		<b>Future Value of Increment</b>		<b>10,828,946</b>

# Projected District Cashflow

Year	Revenues			Expenditures				Total	Year
	Tax Increment	Other	Total	Dev. Incentives	Other Costs	Repay Advances	Admin. Costs		
2026	0	50,000	50,000	0	0	0	50,000	50,000	2026
2027	0	965,000	965,000	0	955,000	0	10,000	965,000	2027
2028	40,980	134,020	175,000	0	165,000	0	10,000	175,000	2028
2029	92,614	0	92,614	0	0	40,000	10,000	50,000	2029
2030	208,916	0	208,916	57,082	0	50,000	10,000	117,082	2030
2031	316,136	0	316,136	62,894	300,000	65,000	10,000	437,894	2031
2032	424,428	0	424,428	254,657	0	150,000	10,000	414,657	2032
2033	428,672	0	428,672	278,637	0	150,000	10,000	438,637	2033
2034	499,159	0	499,159	281,423	0	153,983	10,000	445,406	2034
2035	638,557	0	638,557	415,062	0	0	10,000	425,062	2035
2036	644,943	0	644,943	419,213	0	0	10,000	429,213	2036
2037	651,392	0	651,392	423,405	0	0	10,000	433,405	2037
2038	657,906	0	657,906	427,639	0	0	10,000	437,639	2038
2039	664,485	0	664,485	431,915	0	0	10,000	441,915	2039
2040	671,130	0	671,130	361,716	0	0	25,000	386,716	2040
2041	677,841	0	677,841	365,334	0	0	0	365,334	2041
2042	684,620	0	684,620	140,262	0	0	0	140,262	2042
2043	691,466	0	691,466	141,664	0	0	0	141,664	2043
2044	698,380	0	698,380	139,098	0	0	0	139,098	2044
2045	705,364	0	705,364	0	0	0	0	0	2045
2046	712,418	0	712,418	0	0	0	0	0	2046
2047	719,542	0	719,542	0	0	0	0	0	2047
<b>Totals</b>	<b>10,828,946</b>	<b>1,149,020</b>	<b>11,977,967</b>	<b>4,200,000</b>	<b>1,420,000</b>	<b>608,983</b>	<b>205,000</b>	<b>6,433,983</b>	<b>Totals</b>

Year	Balances			Year
	Annual	Cumulative	Liabilities	
2026	0	0	51,750	2026
2027	0	0	374,411	2027
2028	0	0	1,211,096	2028
2029	42,614	42,614	1,189,514	2029
2030	91,834	134,448	3,250,493	2030
2031	(121,758)	12,690	3,139,130	2031
2032	9,771	22,461	4,114,040	2032
2033	(9,965)	12,496	3,695,507	2033
2034	53,753	66,249	3,265,308	2034
2035	213,495	279,744	2,850,246	2035
2036	215,730	495,474	2,431,033	2036
2037	217,987	713,461	2,007,629	2037
2038	220,267	933,728	1,579,990	2038
2039	222,570	1,156,298	1,148,074	2039
2040	284,413	1,440,711	786,358	2040
2041	312,508	1,753,219	421,024	2041
2042	544,358	2,297,576	280,763	2042
2043	549,801	2,847,378	139,098	2043
2044	559,282	3,406,660	0	2044
2045	705,364	4,112,024	0	2045
2046	712,418	4,824,442	0	2046
2047	719,542	5,543,984	0	2047
<b>Totals</b>	<b>5,543,984</b>			<b>Totals</b>

Cashflow projection indicated TID will recover costs in 2040, seven years prior to end of 20-year maximum life

# Timeline

---

 June 11, 2026  
Organizational Joint Review Board meeting

 June 18, 2026  
Plan Commission public hearing and consideration of resolution recommending creation of TID 11 to Common Council

 July 7, 2026  
Common Council meeting to consider approval of resolution creating TID 11

 July 22, 2026  
Final Joint Review Board meeting to consider approval of TID 11 creation

June 18, 2026

PROJECT PLAN

# City of Franklin, Wisconsin

Tax Incremental District No. 11

Franklin Business Park



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**Prepared by:**

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

Organizational Joint Review Board Meeting Held:	June 11, 2026
Public Hearing Held:	June 18, 2026
Approval by Plan Commission:	June 18, 2026
Adoption by Common Council:	July 7, 2026
Approval by the Joint Review Board:	July 22, 2026

## TABLE OF CONTENTS

Executive Summary.....	3
Preliminary Map of Proposed District Boundary .....	6
Map Showing Existing Uses and Conditions.....	9
Preliminary Parcel List and Analysis .....	11
Equalized Value Test .....	14
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District .....	15
Map Showing Proposed Improvements and Uses.....	19
Detailed List of Estimated Project Costs .....	22
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred.....	23
Annexed Property.....	28
Estimate of Property to Be Devoted to Retail Business.....	28
Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances.....	28
Statement of the Proposed Method for the Relocation of any Persons to be Displaced .....	29
How Creation of the Tax Incremental District Promotes the Orderly Development of the City.....	29
List of Estimated Non-Project Costs .....	30
Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f).....	31
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions.....	33

## **SECTION 1: Executive Summary**

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### **DESCRIPTION OF DISTRICT**

Tax Incremental District (“TID”) No. 11 (“District”) is a proposed Industrial District comprising approximately 114 acres located in the Franklin Business Park and adjoining lands to the north. The District will be created to pay costs related to Yaskawa Electric Corporation’s (“Yaskawa”) development of a new campus in the District (“Project”). The new campus will include a headquarters, training, and manufacturing facilities for industrial robots. Approximately 576,000 square feet of new facilities will be constructed as part of the overall 1,043,000 square foot campus representing a \$182 million private capital investment that is expected to create over 1,000 positions with annual salaries averaging \$90,000. The employment opportunities resulting from the Project will support home ownership, increased population and retail & services markets in the City. In addition to the incremental property value that will be created because of this capital investment, and the long-term employment opportunities, the City expects the Project will result in short-term employment related to the construction and expansion of industrial facilities, and a general increase in commerce and economic activity within the City and region.

### **AUTHORITY**

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

### **ESTIMATED TOTAL PROJECT COST EXPENDITURES**

The City anticipates making total expenditures of approximately \$5.3 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$4.2 million in development incentives, \$165,000 to reimburse Yaskawa for the portion of the cost of relocating traffic signals, \$300,000 for sanitary sewer and water main relocations at the Allis Roller site (within ½ mile), \$300,000 for a site remediation grant for WilCraft Can (within ½ mile), \$114,963 in interest on repayment of advances, and \$205,000 in City administrative expense related to creation and administration of the District.

### **INCREMENTAL VALUATION**

The City projects that new land and improvements value of approximately \$37.5 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

## **EXPECTED TERMINATION OF DISTRICT**

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 13 of its allowable 20 years.

## **SUMMARY OF FINDINGS**

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

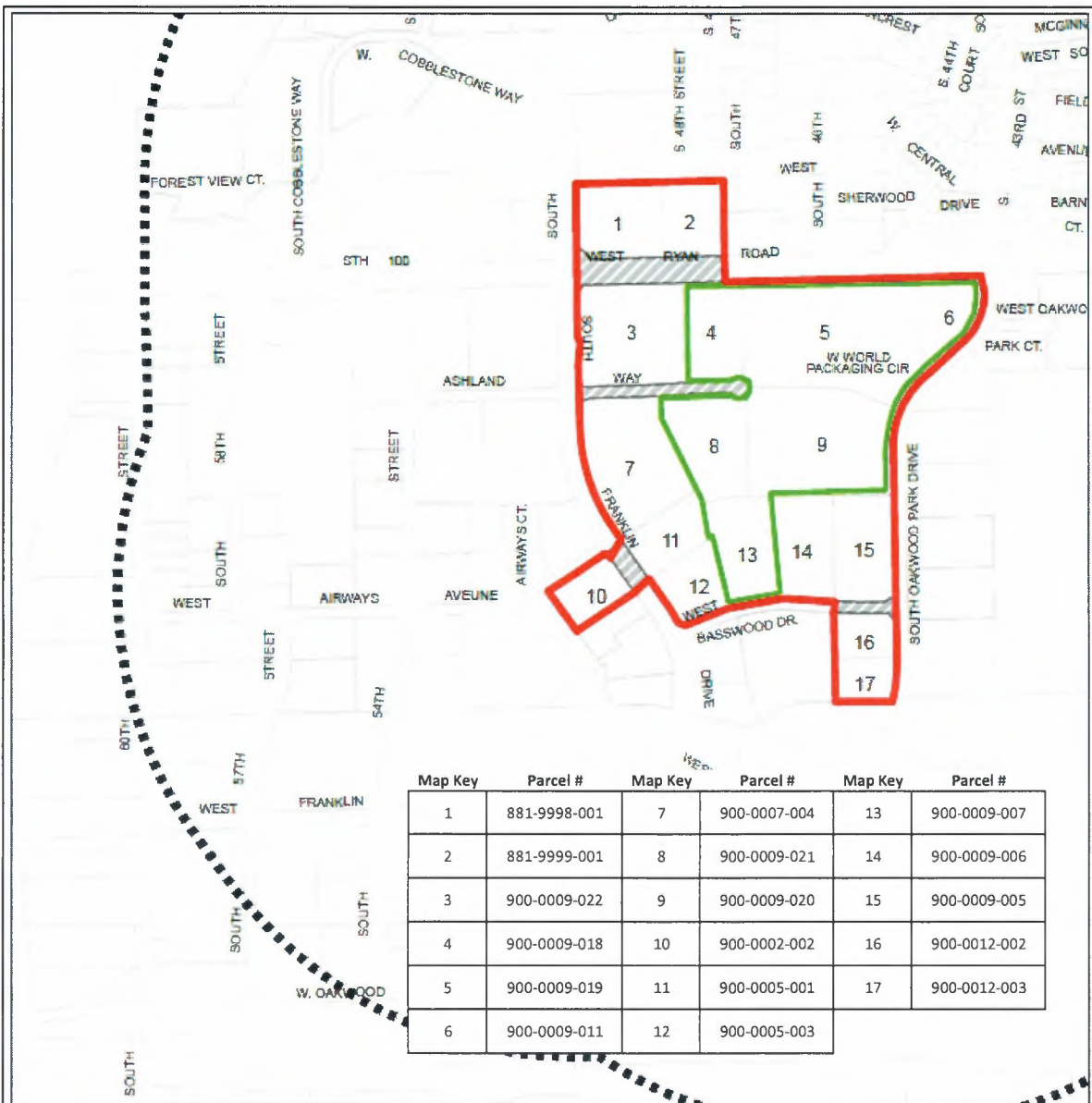
1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered the substantial private capital investment that will be made to expand industrial operations in the District, and the negotiations with the company related to the need for City participation in the Project.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the \$182 million private capital investment within the proposed District that is expected to create over 1,000 positions with annual salaries averaging \$90,000. as well as the benefits of short-term employment related to the construction and expansion of industrial facilities, and a general increase in commerce and economic activity within the City and region.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is suitable for industrial sites as defined by Wis. Stat. § 66.1101 and has been zoned for industrial use. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of creation of the District will remain zoned for industrial use for the life of the District.

5. Based on the foregoing finding, the District is designated as an industrial district.
6. The Project Costs relate directly to promoting industrial development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

## **SECTION 2: Preliminary Maps of Proposed District Boundary**

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Maps Found on Following Pages.

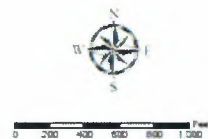


## Franklin Proposed TID 11 Exhibit A



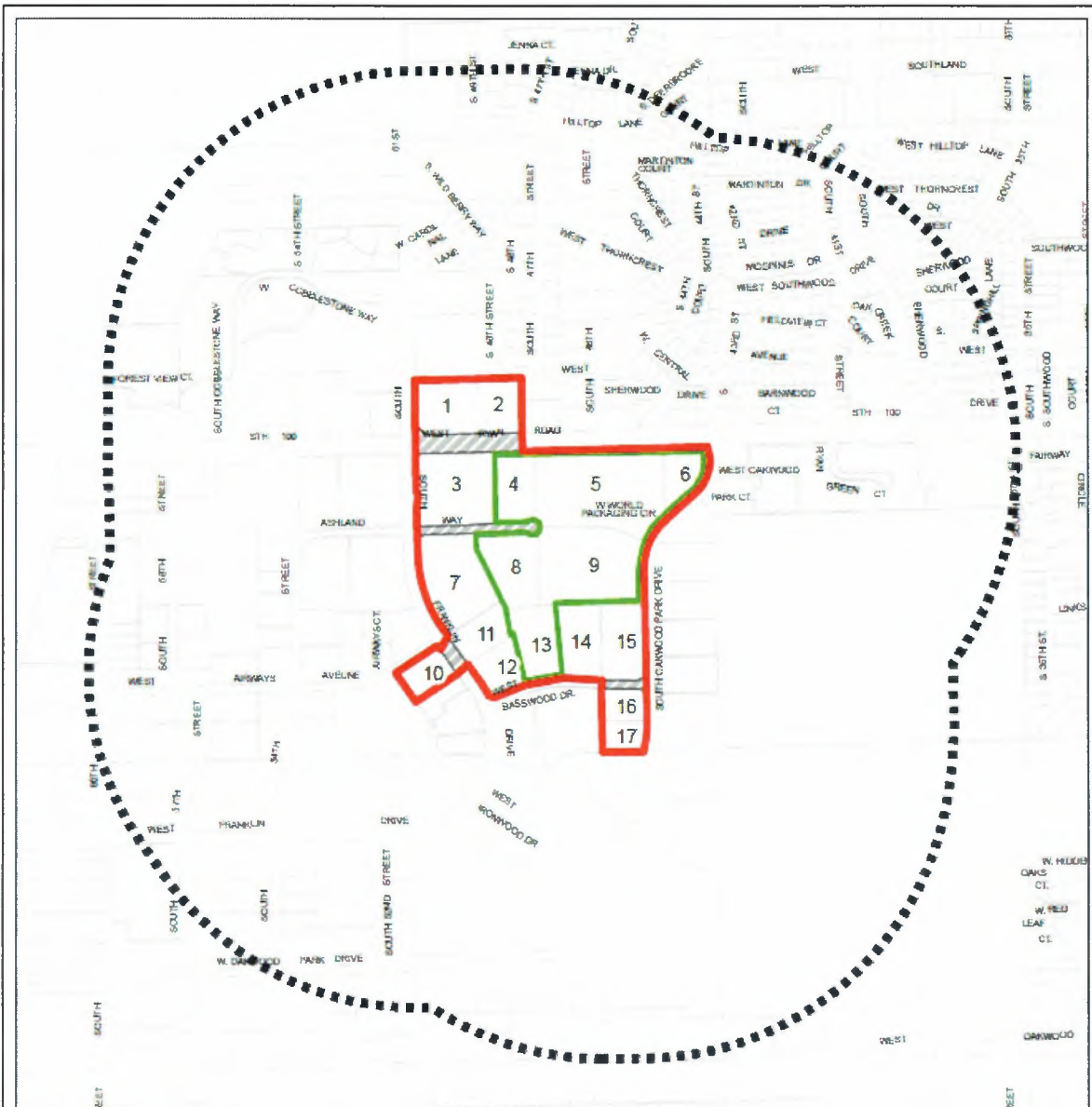
GIS Department  
6229 W Loomis Rd  
Franklin, WI 53132  
[www.franklinwi.gov](http://www.franklinwi.gov)

- TID 11 Boundary and Area
- Initial Industrial Project Area
- ROW - 6.8 Acres
- Half Mile Buffer



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

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## Franklin Proposed TID 11 Half Mile Boundary



GIS Department  
9229 W Loomis Rd  
Franklin, WI 53132  
[www.franklinwi.gov](http://www.franklinwi.gov)

- TID 11 Boundary and Area
- Initial Industrial Project Area
- ROW - 6.8 Acres
- Half Mile Buffer



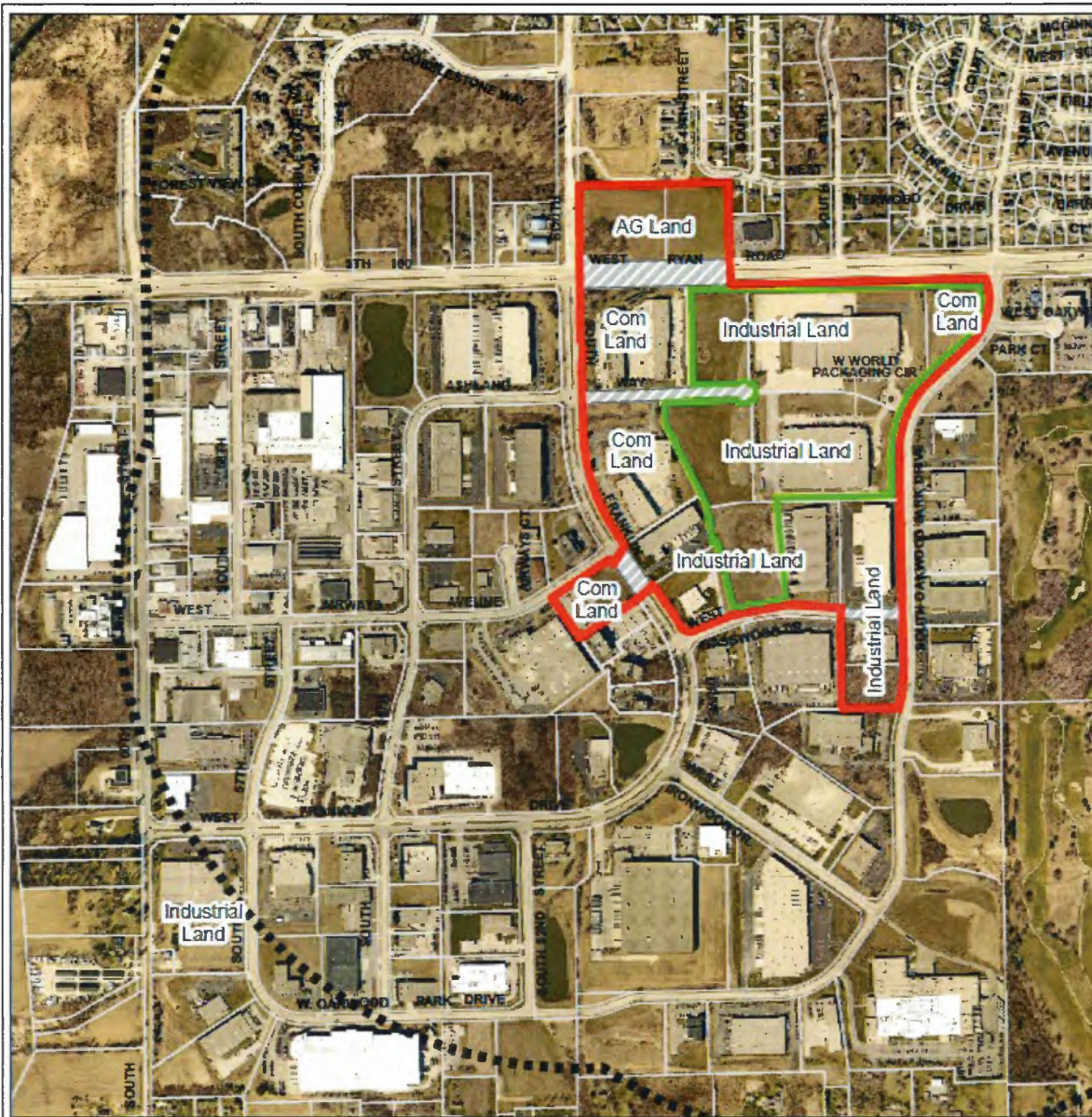
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor.  
This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

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## **SECTION 3: Map Showing Existing Uses and Conditions**

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Map Found on Following Page.



## Franklin Proposed TID 11 Existing Uses and Conditions



GIS Department  
6229 W Loomis Rd  
Franklin, WI 53132  
www.franklinwi.gov

-  TID 11 Boundary and Area
-  Initial Industrial Project Area
-  ROW - 6.8 Acres
-  Half Mile Buffer



This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor.  
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## SECTION 4: Preliminary Parcel List and Analysis

The table below identifies the parcels to be included in the District, with identification of the acres zoned and suitable for industrial use. Total acreage of existing public rights-of-way included within the proposed District boundary are also listed. A total of 113.51 acres, to include existing rights-of-way, lie within the proposed District boundary. Of this total, 96.95 acres, or 85% of the total District acreage is zoned and suitable for industrial development, meeting the minimum requirement of 50%.

Map Reference Number	Parcel Number	Address	Owner	Acres	Zoned and Suitable for Ind. Develop.
N/A	ROW Areas			6.80	
1	881-9998-001	5012 W RYAN RD	DMN/RYAN, LLC	5.64	
2	881-9999-001	0 W RYAN RD	DMN/RYAN, LLC	4.12	
3	900-0009-022	5000 W ASHLAND WAY	FRANKLIN CORPORATE CENTER, LLC	9.27	9.27
4	900-0009-018	4800 W ASHLAND WAY	YASKAWA AMERICA, INC	5.16	5.16
5	900-0009-019	2 W WORLD PACKAGING CIR	YASKAWA AMERICA, INC	17.48	17.48
6	900-0009-011	9559 S OAKWOOD PARK DR	YASKAWA AMERICA, INC	4.02	4.02
7	900-0007-004	9670 S FRANKLIN DR	OAK BROOK APPLE, LLC	9.51	9.51
8	900-0009-021	4801 W ASHLAND WAY	YASKAWA AMERICA, INC	6.64	6.64
9	900-0009-020	1 W WORLD PACKAGING CIR	YASKAWA AMERICA, INC	13.56	13.56
10	900-0002-002	5075 W AIRWAYS AVE	FRANKLIN OFFICE PARTNERS, LLC	2.96	2.96
11	900-0005-001	9750 S FRANKLIN DR	CARMA LABORATORIES, INC	3.45	3.45
12	900-0005-003	9780 S FRANKLIN DR	9780 FRANKLIN DRIVE, LLC	3.47	3.47
13	900-0009-007	4710 W BASSWOOD DR	YASKAWA AMERICA, INC	5.67	5.67

Table continues on next page.

Map Reference Number	Parcel Number	Address	Owner	Acres	Zoned and Suitable for Ind. Develop.
14	900-0009-006	4620 W BASSWOOD DR	AFLP FRANKLIN, LLC	5.30	5.30
15	900-0009-005	9705 S OAKWOOD PARK DR	TI INVESTORS OF FRANKLIN III, LLC	5.71	5.71
16	900-0012-002	4403 W BASSWOOD DR	GENERATION II, LLC	2.40	2.40
17	900-0012-003	0 S OAKWOOD PARK DR	GENERATION II, LLC	2.34	2.34
<b>TOTALS</b>				<b>113.51</b>	<b>96.95</b>

Percentage of TID Area Zoned and Suitable for Industrial Development (at least 50%) 85%

Percentage of TID Area Not Zoned and Suitable for Industrial Development 15%

Total Area 100%

The table on the following page provides January 1, 2025, assessed values of the land and improvements for each parcel to be included in the District. For purpose of estimating District base value, the prior year's actual assessment ratio of 90.76% is used. Based on that ratio, the total equalized, or fair market value of land and improvements within the District as of January 1, 2025, was \$73,428,400. Actual base value will be certified using January 1, 2026, assessed values and assessment ratio.

**Calculation of Estimated Base Value<sup>1</sup>**

Parcel	Assessed Value			Equalized Value <sup>2</sup>		
	Land	Improvement	Total	Land	Improvement	Total
881-9998-001	377,100	0	<b>377,100</b>	415,500	0	<b>415,500</b>
881-9999-001	135,900	0	<b>135,900</b>	149,700	0	<b>149,700</b>
900-0009-022	784,700	5,371,300	<b>6,156,000</b>	864,600	5,918,200	<b>6,782,800</b>
900-0009-018	482,200	0	<b>482,200</b>	531,300	0	<b>531,300</b>
900-0009-019	3,383,100	14,563,400	<b>17,946,500</b>	3,727,500	16,046,200	<b>19,773,700</b>
900-0009-011	597,700	0	<b>597,700</b>	658,600	0	<b>658,600</b>
900-0007-004	801,000	4,248,000	<b>5,049,000</b>	882,600	4,680,500	<b>5,563,100</b>
900-0009-021	589,900	0	<b>589,900</b>	650,000	0	<b>650,000</b>
900-0009-020	2,625,300	14,459,100	<b>17,084,400</b>	2,892,600	15,931,200	<b>18,823,800</b>
900-0002-002	320,800	30,800	<b>351,600</b>	353,500	33,900	<b>387,400</b>
900-0005-001	384,400	2,314,500	<b>2,698,900</b>	423,500	2,550,100	<b>2,973,600</b>
900-0005-003	386,100	711,600	<b>1,097,700</b>	425,400	784,100	<b>1,209,500</b>
900-0009-007	518,700	0	<b>518,700</b>	571,500	0	<b>571,500</b>
900-0009-006	491,900	5,527,100	<b>6,019,000</b>	542,000	6,089,800	<b>6,631,800</b>
900-0009-005	522,300	5,178,700	<b>5,701,000</b>	575,500	5,706,000	<b>6,281,500</b>
900-0012-002	267,300	1,293,000	<b>1,560,300</b>	294,500	1,424,600	<b>1,719,100</b>
900-0012-003	277,300	0	<b>277,300</b>	305,500	0	<b>305,500</b>
<b>TOTALS</b>	<b>12,945,700</b>	<b>53,697,500</b>	<b>66,643,200</b>	<b>14,263,800</b>	<b>59,164,600</b>	<b>73,428,400</b>

1) Estimated based on values as of January 1, 2025. Actual base value will be as of January 1, 2026.

2) Calculation based on aggregate assessment ratio of 90.76%.

## SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City. The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$441,097,400. This value is less than the maximum of \$869,462,904 in equalized value that is permitted for the City.

City of Franklin, Wisconsin		
Tax Increment District #11 (Franklin Business Park)		
Valuation Test Compliance Calculation		
<b>Calculation of City Equalized Value Limit</b>		
City TID IN Equalized Value (Jan. 1, 2025)	\$	7,245,524,200
TID Valuation Limit @ 12% of Above Value	\$	869,462,904
<b>Calculation of Value Subject to Limit</b>		
Estimated Base Value of Territory to be Included in District	\$	73,428,400
Incremental Value of Existing Districts (Jan. 1, 2025)	\$	<u>367,669,000</u>
<b>Total Value Subject to 12% Valuation Limit</b>	<b>\$</b>	<b>441,097,400</b>
<b>Total Percentage of TID IN Equalized Value</b>		6.09%
<b>Residual Value Capacity of TID IN Equalized Value</b>	<b>\$</b>	<b>428,365,504</b>

## **SECTION 6: Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

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Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments, or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

### **Property, Right-of-Way and Easement Acquisition**

#### **Acquisition of Rights-of-Way**

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

#### **Acquisition of Easements**

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

### **Utilities**

#### **Sanitary Sewer System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

#### **Water System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are

necessitated by the implementation of the Project Plan are eligible Project Costs.

## **Streets and Streetscape**

### **Street Improvements**

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

## **Community Development**

### **Cash Grants (Development Incentives)**

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvement and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

### **Projects Outside the Tax Increment District**

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

- The City will need to relocate sewer and water mains and hydrants to accommodate an expansion of Allis Roller. The relocations are necessary to provide continued utility services to the District.
- The City will need to relocate traffic signals at the intersection of West Ryan Road and South Oakwood Park Drive to accommodate traffic from the Project.

- The City may fund studies and provide a remediation grant to property located outside the District (WilCraft Can) that promotes the industrial expansion objectives of the District.

### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

### **Administrative Costs**

The City may charge the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

### **Financing Costs**

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

## **SECTION 7: Map Showing Proposed Improvements and Uses**

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Maps Found on Following Pages.



Project Costs will include payment of development incentives to owners of property within the District, administrative costs, and interest on City advances made to pay Project Costs on an interim basis

Environmental Studies and Remediation Expenses - \$300K

Relocate Sewer and Water Mains and Hydrants - \$300K

Traffic Signalization \$660K

## Franklin Proposed TID 11



GIS Department  
 9229 W Loomis Rd  
 Franklin, WI 53132  
 www.franklinwi.gov

### Proposed Improvements

- TID 11 Boundary and Area
- Initial Industrial Project Area
- ROW - 6.8 Acres
- Half Mile Buffer



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

03/2018 - 3/19/2018  
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## Franklin Proposed TID 11 Proposed Uses



GIS Department  
 9229 W Loomis Rd  
 Franklin, WI 53132  
[www.franklinwi.gov](http://www.franklinwi.gov)

- TID 11 Boundary and Area
- Initial Industrial Project Area
- ROW - 6.8 Acres
- Half Mile Buffer



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

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## SECTION 8: Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District’s Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Franklin, Wisconsin		
Tax Increment District #11 (Franklin Business Park)		
Estimated Project List		
Project Name/Type	Estimate	Timing
Environmental Studies and Remediation Grant - WilCraft Can	300,000	2027
Traffic Signal Relocation Reimbursement - Yaskawa	165,000	2028
Utility Relocations - Allis Roller	300,000	2031
City Administrative Costs	205,000	2026-2040
Interest on Advances	114,963	2029-2034
Development Incentives - Yaskawa	4,200,000	2030-2044
<b>Total Projects</b>	<b><u>5,284,962</u></b>	

## **SECTION 9: Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

---

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

### **Key Assumptions**

The Project Costs the City plans to make are expected to create \$37.5 million in incremental value by January 1, 2034. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$16.50 per thousand of equalized value, and annual 1% economic appreciation in property values, the Project would generate \$10.8 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

**City of Franklin, Wisconsin**  
**Tax Increment District #11 (Franklin Business Park)**  
**Development Assumptions**

Construction Year	Building One <sup>1</sup>	Building Two <sup>2</sup>	Building Three <sup>3</sup>	Parking Garage <sup>3</sup>	Annual Total	Construction Year
1 2026	2,483,000				2,483,000	2026 1
2 2027	3,103,750				3,103,750	2027 2
3 2028	620,750	6,370,000			6,990,750	2028 3
4 2029		6,370,000			6,370,000	2029 4
5 2030		6,370,000			6,370,000	2030 5
6 2031					0	2031 6
7 2032			2,209,350	1,801,800	4,011,150	2032 7
8 2033			4,485,650	3,658,200	8,143,850	2033 8
9 2034					0	2034 9
10 2035					0	2035 10
11 2036					0	2036 11
12 2037					0	2037 12
13 2038					0	2038 13
14 2039					0	2039 14
15 2040					0	2040 15
16 2041					0	2041 16
17 2042					0	2042 17
18 2043					0	2043 18
19 2044					0	2044 19
20 2045					0	2045 20
<b>Totals</b>	<b><u>6,207,500</u></b>	<b><u>19,110,000</u></b>	<b><u>6,695,000</u></b>	<b><u>5,460,000</u></b>	<b><u>37,472,500</u></b>	
Bldg. Sq. Ft	95,500	294,000	103,000	84,000		
Value/Sq. F \$	65	\$ 65	\$ 65	\$ 65		
@ \$65 Sq. F	6,207,500	19,110,000	6,695,000	5,460,000		

**Notes:**  
<sup>1</sup>Occupancy must be issued prior to July 30, 2028 to be eligible for development incentive.  
<sup>2</sup>Occupancy must be issued prior to December 31, 2030 to be eligible for development incentive.  
<sup>3</sup>Occupancy must be issued prior to December 31, 2033 to be eligible for development incentive.

**Table 1 - Development Assumptions**

# City of Franklin, Wisconsin

## Tax Increment District #11 (Franklin Business Park)

### Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	73,428,400
District Creation Date	July 7, 2026	Appreciation Factor	1.00%
Valuation Date	Jan 1, 2026	Base Tax Rate	\$16.50
Max Life (Years)	20	Rate Adjustment Factor	
Expenditure Period/Termination	15   7/7/2041		
Revenue Periods/Final Year	20   2047		
Extension Eligibility/Years	Yes   3		
Eligible Recipient District	No		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	2026	2,483,000	2027	0	2,483,000	2028	\$16.50	40,980
2	2027	3,103,750	2028	24,830	5,611,580	2029	\$16.50	92,614
3	2028	6,990,750	2029	56,116	12,658,446	2030	\$16.50	208,916
4	2029	6,370,000	2030	126,584	19,155,030	2031	\$16.50	316,136
5	2030	6,370,000	2031	191,550	25,716,581	2032	\$16.50	424,428
6	2031	0	2032	257,166	25,973,746	2033	\$16.50	428,672
7	2032	4,011,150	2033	259,737	30,244,634	2034	\$16.50	499,159
8	2033	8,143,850	2034	302,446	38,690,930	2035	\$16.50	638,557
9	2034	0	2035	386,909	39,077,839	2036	\$16.50	644,943
10	2035	0	2036	390,778	39,468,618	2037	\$16.50	651,392
11	2036	0	2037	394,686	39,863,304	2038	\$16.50	657,906
12	2037	0	2038	398,633	40,261,937	2039	\$16.50	664,485
13	2038	0	2039	402,619	40,664,556	2040	\$16.50	671,130
14	2039	0	2040	406,646	41,071,202	2041	\$16.50	677,841
15	2040	0	2041	410,712	41,481,914	2042	\$16.50	684,620
16	2041	0	2042	414,819	41,896,733	2043	\$16.50	691,466
17	2042	0	2043	418,967	42,315,701	2044	\$16.50	698,380
18	2043	0	2044	423,157	42,738,858	2045	\$16.50	705,364
19	2044	0	2045	427,389	43,166,246	2046	\$16.50	712,418
20	2045	0	2046	431,662	43,597,909	2047	\$16.50	719,542
<b>Totals</b>	<b>37,472,500</b>		<b>6,125,409</b>			<b>Future Value of Increment</b>	<b>10,828,946</b>	

**Notes:**

<sup>1</sup>Tax rate shown is actual TID interim rate for the 2025/26 levy per DOR Form PC-202 (Tax Increment Collection Worksheet).

**Table 2 - Tax Increment Projection Worksheet**

## **Financing and Implementation**

Based on the District's January 1, 2026, base value date, tax increment will first be collected for the 2028 budget year. The City expects to incur costs for a remediation grant as well as administrative expense prior to 2028 and will advance funds to the District as needed to pay those costs. The District will repay the advanced funds with interest, with full repayment projected within eight years of the initial advance.

The City will reimburse Yaskawa for a portion of the cost of relocating traffic signals and pay the cost of relocation of utilities in the vicinity of Allis Roller, from cash projected to be available from tax increment collections. If tax increment collections are not sufficient to pay these costs at the time they are incurred, the City may advance additional funds, to be recovered with interest.

Development incentives for Yaskawa will be made on a "pay as you go" basis from tax increment generated by the additional facilities to be constructed. The source of these payments is solely limited to the tax increment, and payments will be subject to annual appropriation. Incentive payments are based on a percentage of the tax increment generated, ranging from 55% - 65%, for a period of ten years, for any new or expanded facility that receives occupancy by dates specified in the development agreement. No payments will be made after the 2044 calendar year, and total payments will be subject to a cap of \$4,200,000.

Based on the Project Cost expenditures as included within the cash flow exhibit **(Table 3)**, the District is projected to accumulate sufficient funds by the year 2040 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

**City of Franklin, Wisconsin**

Tax Increment District #11 (Franklin Business Park)

Cash Flow Projection

Year	Projected Revenues				% Increment Applied <sup>1</sup>	Expenditures										Balances			Year
	Tax Increments	Payment of Traffic Signal Relocation	Interfund Advances	Total Revenues		Building One MRO <sup>2</sup>	Building Two MRO <sup>2</sup>	Building Three MRO <sup>2</sup>	Parking Structure MRO <sup>2</sup>	Traffic Signal Relocation	City Maint. For Traffic Signal Relocation	Environmental Studies & Remediation Grant	Potential Allis Roller Utility Relocation	Advance Repayment	Admin.	Total Expenditures	Annual	Cumulative	
2026	0		50,000	50,000											50,000	0	0	51,750	2026
2027	0	655,000	310,000	965,000										10,000	965,000	0	0	374,411	2027
2028	40,980			175,000					655,000	165,000	300,000			10,000	175,000	0	0	1,211,096	2028
2029	92,614		134,020	92,614									40,000	50,000	50,000	42,614	42,614	1,189,514	2029
2030	208,916			208,916	55%	57,082							50,000	10,000	117,082	91,834	134,448	3,250,493	2030
2031	316,136			316,136	60%	62,894						300,000	65,000	10,000	437,894	(121,758)	12,690	3,139,130	2031
2032	424,428			424,428	60%	63,523	191,134						150,000	10,000	414,657	9,771	22,461	4,114,040	2032
2033	428,672			428,672	65%	69,504	209,133						150,000	10,000	438,637	(9,965)	12,496	3,695,507	2033
2034	499,159			499,159	65%	70,199	211,224						153,983	10,000	445,406	53,753	66,249	3,265,308	2034
2035	638,557			638,557	65%	70,901	213,336	72,059	58,766					10,000	425,982	213,495	279,744	2,850,286	2035
2036	644,943			644,943	65%	71,610	215,469	72,779	59,354					10,000	429,213	215,730	495,474	2,431,033	2036
2037	651,392			651,392	65%	72,326	217,624	73,507	59,847					10,000	433,405	217,987	713,461	2,007,629	2037
2038	657,906			657,906	65%	73,050	219,800	74,242	60,547					10,000	437,639	220,267	933,728	1,579,990	2038
2039	664,485			664,485	65%	73,780	221,998	74,984	61,152					10,000	441,915	222,570	1,156,298	1,148,074	2039
2040	671,130			671,130	65%		224,218	75,734	61,764					25,000	386,716	284,413	1,440,711	786,358	2040
2041	677,841			677,841	65%		226,461	76,492	62,381						365,334	312,508	1,753,219	421,024	2041
2042	684,620			684,620	65%			77,256	63,005						140,262	544,358	2,297,576	280,763	2042
2043	691,466			691,466	65%			78,029	63,635						141,664	549,801	2,847,378	139,098	2043
2044	698,380			698,380	65%			78,802	60,289						139,098	559,282	3,406,660	0	2044
2045	705,364			705,364											0	705,364	4,112,024	0	2045
2046	712,418			712,418											0	712,418	4,824,442	0	2046
2047	719,542			719,542											0	719,542	5,543,984	0	2047
<b>Total</b>	<b>10,828,946</b>	<b>655,000</b>	<b>494,020</b>	<b>11,977,967</b>		<b>684,869</b>	<b>2,150,398</b>	<b>753,891</b>	<b>610,841</b>	<b>655,000</b>	<b>165,000</b>	<b>300,000</b>	<b>300,000</b>	<b>608,983</b>	<b>295,000</b>	<b>6,433,983</b>			<b>Total</b>

Maximum Total Incentive of \$4,200,000 4,200,000

Projected TID Closure

Notes:  
<sup>1</sup>55% of the tax increment generated annually by the first building receiving occupancy will be paid as an incentive for a term of 10 years. On occupancy of the second building, that building will receive 60% of the tax increment generated by that building for a term of 10 years, and the 60% will be applied to the first building for the remaining term in which it is eligible to receive payments. The third and subsequent buildings will receive 65% under the same terms, which percentage shall also then be applied to the first two buildings for their remaining term of payment.

**Table 3 - Cash Flow**

## **SECTION 10: Annexed Property**

---

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

## **SECTION 11: Estimate of Property to Be Devoted to Retail Business**

---

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances**

---

### **Zoning Ordinances**

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

### **Master (Comprehensive) Plan and Map**

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for industrial development.

### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

## **SECTION 13: Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

---

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **SECTION 14: How Creation of the Tax Incremental District Promotes the Orderly Development of the City**

---

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by creating new industrial sites, providing necessary public infrastructure, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. The industrial expansion project involves a \$182 million private capital investment within the proposed District that is expected to create over 1,000 positions with annual salaries averaging \$90,000, which will support home ownership, increased population and retail & services markets in the City. In addition to the incremental property value that will be created because of this capital investment, and the long-term employment opportunities, the City expects the Project will result in short-term employment related to the construction and expansion of industrial facilities, and a general increase in commerce and economic activity within the City and region.

## **SECTION 15: List of Estimated Non-Project Costs**

---

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

**SECTION 16:  
Legal Opinion Advising Whether the Plan is Complete  
and Complies with Wis. Stat. § 66.1105(4)(f)**

---

Legal Opinion Found on Following Page.

WESOLOWSKI & REIDENBACH, S.C.  
ATTORNEYS AT LAW  
11402 WEST CHURCH STREET  
FRANKLIN, WISCONSIN 53132

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TELEPHONE (414) 529-8900  
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June 10, 2026

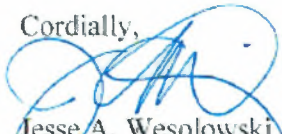
Mayor John R. Nelson  
City of Franklin  
9229 West Loomis Road  
Franklin, Wisconsin 53132

re: Project Plan for Tax Incremental District No. 11, City of Franklin, Wisconsin

Dear Mayor:

As City Attorney for the City of Franklin, I have been asked to review the above-referenced Project Plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Franklin Tax Incremental District No. 11 creation is complete and complies with the provisions of Wisconsin Statute § 66.1105. This opinion is provided pursuant to Wisconsin Statute § 66.1105(4)(f).

Cordially,



Jesse A. Wesolowski  
City Attorney  
City of Franklin

## SECTION 17: Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Revenue Year	Milwaukee County	MMSD	City of Franklin	Franklin School District	MATC	Total	Revenue Year
2028	9,049	3,551	10,184	15,999	2,197	40,980	2028
2029	20,452	8,025	23,015	36,158	4,964	92,614	2029
2030	46,134	18,103	51,916	81,563	11,199	208,916	2030
2031	69,811	27,394	78,561	123,423	16,946	316,136	2031
2032	93,725	36,778	105,472	165,702	22,751	424,428	2032
2033	94,662	37,146	106,527	167,359	22,978	428,672	2033
2034	110,227	43,254	124,043	194,878	26,757	499,159	2034
2035	141,010	55,333	158,684	249,301	34,229	638,557	2035
2036	142,420	55,887	160,271	251,794	34,571	644,943	2036
2037	143,844	56,446	161,874	254,312	34,917	651,392	2037
2038	145,283	57,010	163,492	256,855	35,266	657,906	2038
2039	146,736	57,580	165,127	259,423	35,619	664,485	2039
2040	148,203	58,156	166,779	262,018	35,975	671,130	2040
2041	149,685	58,737	168,446	264,638	36,334	677,841	2041
2042	151,182	59,325	170,131	267,284	36,698	684,620	2042
2043	152,694	59,918	171,832	269,957	37,065	691,466	2043
2044	154,221	60,517	173,550	272,657	37,435	698,380	2044
2045	155,763	61,122	175,286	275,383	37,810	705,364	2045
2046	157,320	61,734	177,039	278,137	38,188	712,418	2046
2047	158,894	62,351	178,809	280,918	38,570	719,542	2047
<b>Totals</b>	<b>2,391,313</b>	<b>938,369</b>	<b>2,691,039</b>	<b>4,227,759</b>	<b>580,466</b>	<b>10,828,946</b>	

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 7/7/2026</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION 2026-____ CONFIRMATION OF THE APPOINTMENT OF CHRISTINA M. LUCCHESI AS CITY ATTORNEY FOR THE CITY OF FRANKLIN, EFFECTIVE JULY 7, 2026, PURSUANT TO SECTION 55-1 OF THE FRANKLIN MUNICIPAL CODE.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> <i>G.5.</i> <b>Ald. District #: All</b></p>

**BACKGROUND**

The City Attorney serves one of the most significant leadership roles within municipal government. Beyond providing legal counsel, the City Attorney serves as a trusted advisor to the Mayor, Common Council, City boards and commissions, and City staff, helping ensure that the City's actions are legally sound, transparent, and in the best interests of the Franklin community.

The position requires not only exceptional legal knowledge, but also sound judgment, integrity, strong communication skills, and the ability to build collaborative relationships while providing practical, solution-oriented legal guidance across the broad range of issues facing a growing municipality.

Recognizing the importance of this position, the City conducted an extensive recruitment process over the past several months to identify the individual best suited to serve the City of Franklin for years to come.

Following a comprehensive review of applicants and interviews with highly qualified candidates, Mayor Nelson, City Administration, and Human Resources unanimously concluded that Christina M. Lucchesi was the candidate best qualified to serve as the City of Franklin's next City Attorney. Christina possesses the legal expertise, leadership, character, and commitment to public service necessary to successfully advise and serve the City of Franklin.

**QUALIFICATIONS AND LEADERSHIP ATTRIBUTES**

**Exceptional Legal Experience**

Christina brings an exceptionally broad legal background that is uniquely suited to the diverse legal needs of a full-service municipality.

Her experience includes municipal law, public finance, bond counsel, construction law, commercial transactions, environmental law, acquisitions and mergers, real estate, regulatory compliance, contract negotiation, and risk management. Throughout her career, she has represented municipalities, developers, contractors, nonprofit organizations, businesses, and private clients, successfully advising on complex legal matters that require careful analysis, sound judgment, and practical solutions. She has also served as bond counsel, borrower's counsel, and issuer's counsel on public financing transactions exceeding \$1 billion, demonstrating exceptional technical expertise.

**Collaborative Leadership**

Throughout her career, Christina has earned the confidence of both clients and colleagues by approaching legal issues through collaboration rather than confrontation.

Christina's experience extends beyond practicing law. She has been entrusted with developing best practices for transactions and standardized legal documents for one of Wisconsin's premier law firms, reflecting both her technical excellence and the respect she has earned among her peers. She consistently approaches legal matters with professionalism, thoughtful communication, and a focus on building long-term relationships grounded in trust and mutual respect.

### **Educator and Trusted Advisor**

One of the qualities that most distinguished Christina throughout the recruitment process was her philosophy regarding the role of legal counsel.

She recognizes that the most effective legal counsel is not measured solely by resolving problems after they arise, but by helping organizations identify risks early, understand the legal framework surrounding important decisions, and proactively avoid unnecessary conflict.

She believes elected officials and staff are best served when they understand not only what the law requires, but why those legal principles matter and how they support sound public policy and effective governance.

This collaborative philosophy closely aligns with the City's commitment to transparency, informed decision-making, and organizational excellence.

### **Commitment to Public Service**

Christina's commitment to public service extends well beyond her professional responsibilities.

Her résumé reflects extensive volunteer and pro bono service, including serving as a volunteer judge for Wisconsin's High School Mock Trial Program, providing pro bono legal services through the Sojourner Family Peace Center, teaching copyright and contract law through the Milwaukee Boys & Girls Club Street Law Program, participating in leadership roles within the American Bar Association, and supporting numerous community and professional organizations.

These experiences demonstrate a longstanding commitment to serving others, sharing knowledge, and strengthening the communities in which she lives and works.

### **Commitment to Serving Franklin**

One aspect of Christina's candidacy deserves special recognition.

Christina initially expressed interest in serving the City of Franklin during the City's 2025 recruitment process. Although the position was not filled at that time, she remained genuinely interested in the opportunity. When contacted several months later, she enthusiastically accepted the opportunity to interview.

Her continued interest in serving the City reflects more than simply accepting a professional opportunity. It demonstrates a sincere commitment to public service and a genuine desire to become an engaged partner in serving the Franklin community.

### **STAFF RECOMMENDATION**

The confirmation of the Mayor's appointment of a City Attorney is among the most important actions the Common Council undertakes. The individual serving in this role provides legal counsel to the Mayor, Common Council, City boards and commissions, City staff, and the organization while helping guide decisions that affect the Franklin community for years to come.

Throughout the recruitment process, Christina consistently distinguished herself through her professionalism, depth of legal knowledge, collaborative approach, thoughtful communication, integrity, and genuine enthusiasm for public service. While her professional accomplishments are impressive, it was ultimately her character, leadership philosophy, and sincere desire to become a trusted partner to the City that set her apart.

Staff is confident that Christina Lucchesi possesses the legal expertise, judgment, and temperament necessary to successfully serve as the City of Franklin's next City Attorney. Her philosophy of education, collaboration, proactive legal guidance, and public service reflects the values this organization strives to uphold.

Christina's combination of legal expertise, collaborative leadership, integrity, and commitment to public service represents the qualities the City sought throughout this recruitment process and positions her to provide exceptional legal counsel to the Franklin community for years to come. Accordingly, Mayor Nelson, City Administration, and Human Resources respectfully and enthusiastically recommend that the Common Council confirm the appointment of Christina M. Lucchesi as City Attorney for the City of Franklin, effective July 7, 2026, pursuant to Section 55-1 of the Franklin Municipal Code, and adopt the attached resolution confirming her appointment.

### **COUNCIL ACTION REQUESTED**

Motion to adopt Resolution 2026-\_\_\_\_\_ confirmation of the appointment for Christina M. Lucchesi as City Attorney for the City of Franklin, effective July 7, 2026, pursuant to section 55-1 of the Franklin Municipal Code.

Mayor – JRN; HR – BW; DOA – KH

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

A RESOLUTION CONFIRMING THE APPOINTMENT OF CHRISTINA M. LUCCHESI AS  
CITY ATTORNEY FOR THE CITY OF FRANKLIN

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WHEREAS, Section 55-1 of the Franklin Municipal Code provides that the City Attorney shall be appointed by the Mayor, subject to confirmation by a majority of the members of the Common Council;

WHEREAS, the Office of the City Attorney serves a vital role in municipal government by providing independent legal counsel to the Mayor, Common Council, City boards and commissions, City staff, and the City organization, helping ensure that municipal operations are conducted lawfully, transparently, and in the best interests of the residents of Franklin;

WHEREAS, following an extensive recruitment process, Mayor John R. Nelson has appointed Christina M. Lucchesi to serve as City Attorney, subject to confirmation by the Common Council; and

WHEREAS, Christina M. Lucchesi brings exceptional legal experience encompassing municipal law, public finance, bond counsel, construction law, commercial transactions, environmental law, real estate, regulatory compliance, contract negotiation, and risk management, including service as bond counsel, borrower's counsel, and issuer's counsel on public financing transactions exceeding one billion dollars, providing a breadth of experience uniquely suited to the legal needs of a full-service municipality;

WHEREAS, throughout her professional career, Christina M. Lucchesi has demonstrated a commitment to collaboration, professional excellence, public service, legal education, and ethical leadership, while earning the confidence of clients, colleagues, and community organizations through thoughtful legal counsel and practical problem solving;

WHEREAS, throughout the recruitment process, Christina M. Lucchesi distinguished herself not only through her legal expertise, but also through her collaborative leadership style, integrity, commitment to public service, and philosophy of educating and partnering with elected officials and staff to support informed, legally sound decision-making;

WHEREAS, the Common Council finds that Christina M. Lucchesi possesses the legal expertise, judgment, integrity, professionalism, and collaborative leadership necessary to successfully serve as City Attorney for the City of Franklin;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Franklin hereby confirms the appointment of Christina M. Lucchesi as City Attorney for the City of Franklin, effective July 7, 2026.

BE IT FURTHER RESOLVED, that the Common Council welcomes Christina M. Lucchesi to the City of Franklin and expresses its confidence in her ability to serve as a trusted legal advisor dedicated to supporting the Mayor, Common Council, City boards and commissions, City staff, and the residents of Franklin through sound legal counsel, collaboration, integrity, and public service.

Introduced at a regular meeting of the Common Council of the City of Franklin, this 7th day of July 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin, this 7th day of July 2026.

APPROVED:

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

ATTEST:

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

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

CITY OF FRANKLIN  
COMMON COUNCIL SPECIAL MEETING  
FRANKLIN CITY HALL – ADMINISTRATION CONFERENCE ROOM  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA  
THURSDAY, JULY 2, 2026, AT 10:00 A.M.

- A. Call to Order and Roll Call.
- B. Meet and greet with Christina M. Lucchesi, the Mayor's appointee for City Attorney, including an opportunity for Common Council members to gather information and ask questions prior to the Common Council's consideration of her appointment on July 7, 2026.  
  
*No action will be taken by the Common Council at this meeting.*
- C. Adjournment.

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*Supporting documentation and details of this agenda item 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.]*

# Executive Summary

## Christina M. Lucchesi: Nominee for City Attorney

### **Why Christina Was Selected**

Following an extensive recruitment process, Mayor Nelson, Human Resources, and City Administration unanimously concluded that Christina M. Lucchesi possesses the experience, character, leadership, and commitment to public service that make her exceptionally well qualified to serve as Franklin's next City Attorney.

Christina combines remarkable legal credentials with a collaborative leadership philosophy, a commitment to public service, and a genuine desire to serve the Franklin community.

### **Breadth of Legal Experience**

Christina's experience includes:

- Municipal Law
- Public Finance & Bond Counsel
- Commercial Contracts
- Construction Law
- Environmental Law
- Real Estate Transactions
- Regulatory Compliance
- Risk Management
- Acquisitions & Mergers
- Complex Contract Negotiation

Christina has served as bond counsel, borrower's counsel, and issuer's counsel on public financing transactions exceeding \$1 billion while representing municipalities, businesses, contractors, developers, nonprofit organizations, and private clients.

### **Leadership Philosophy**

Throughout the interview process, Christina consistently demonstrated that she views the role of City Attorney as far more than providing legal opinions.

Christina believes effective legal counsel should:

- Educate
- Collaborate
- Build relationships
- Solve problems proactively
- Help leaders make informed decisions

Her philosophy closely aligns with the City's commitment to transparent government, collaboration, professionalism, and sound decision-making.

# Executive Summary

Christina M. Lucchesi: Nominee for City Attorney

## **Commitment to Public Service**

Christina's professional accomplishments are complemented by an extensive record of community service, including:

- State Bar of Wisconsin Pro Bono Honor Society
- Volunteer Judge, Wisconsin High School Mock Trial Tournament
- Sojourner Family Peace Center
- Milwaukee Boys & Girls Club Street Law Program
- American Bar Association Leadership
- Numerous professional and civic leadership roles

## **Why Franklin?**

Christina initially expressed interest in serving the City of Franklin during the City's 2025 recruitment process.

When the opportunity became available months later, she remained enthusiastic and graciously accepted the opportunity to interview.

Her continued interest reflects a genuine desire to serve this community and become a trusted partner to the Mayor, Common Council, City staff, and Franklin residents.

## **Staff Recommendation**

Mayor Nelson, City Administration, and Human Resources unanimously recommend confirmation of Christina M. Lucchesi as City Attorney.

Staff is confident Christina possesses the legal expertise, integrity, judgment, collaborative leadership, and commitment to public service necessary to successfully serve the City of Franklin for years to come.

# Christina Lucchesi

Milwaukee, Wisconsin 53207 | [www.linkedin.com/in/christina-lucchesi-law](http://www.linkedin.com/in/christina-lucchesi-law)

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## ATTORNEY

Distinguished career in law, business, and the creative arts, bringing dynamic deal-making and negotiation skills as well as expertise in commercial contracts, regulatory compliance, and risk mitigation while addressing a wide spectrum of corporate and commercial transactional issues in intellectual property, licensing, real estate, financing, entertainment, and the arts.

Twelve years of experience as a music agent navigating competitive markets, creating new revenue streams, aligning creative and financial interests, and securing lucrative performance contracts, enabling both musicians and venues to build profitable, upward-bound businesses and significantly increase their market share. Served as bond counsel, borrower's counsel, and issuer's counsel in negotiations for bond financing deals totaling over \$1B for the issuance of tax-exempt and taxable revenue, including the Fargo-Moorhead River Flood Diversion project – the "Bond Buyer Deal of the Year."

Valued for protecting client interests, structuring strategic deals, and sustaining strong industry relationships, while excelling in high-demand, deadline-driven settings. Brings a proven ability to lead, collaborate, innovate, and protect creative and commercial interests with precision and vision, providing counsel with discretion and a deep understanding of the cultural and commercial forces that shape business, the arts, and design.

## PROFESSIONAL EXPERIENCE

**Christina Lucchesi Law** | Milwaukee, WI

2025 – Present

### ATTORNEY

- Handle legal and contractual matters in the construction sector for design professionals, owners, and contractors, including drafting, review, and negotiation of construction and architectural design contracts. Ensure compliance with building codes, zoning laws, and environmental regulations. Oversee and conduct comprehensive environmental due diligence across all project phases. Advise clients on legal risks and liabilities associated with construction projects.
- Attorney and advisor to individuals and businesses in the creative industries, blending legal precision with deep industry insight to protect assets, structure deals, and empower visionaries in the arts, entertainment, and design.
- Provide counsel on issues pertaining to the business of music, theater, film, and the visual arts, including contract drafting, review, and negotiation; intellectual property; and industry-specific matters, including labor laws, royalty arrangements, publishing, copyright matters, and licensing deals. Provide career guidance, helping clients navigate the legal aspects of different opportunities within the entertainment and arts industries.
- Provide end-to-end legal counsel and transactional services to parties engaged in private and municipal bond financing associated with large-scale public and private building projects.

**von Briesen & Roper, s.c.** | Milwaukee, WI

2021 –2025

### ATTORNEY

- Served as bond counsel, borrower's counsel, and issuer's counsel in bond deals totaling over \$1B for the construction of hospitals, colleges, charter schools and retirement communities, and in asset transactions involving the construction of medical centers, sports and highway projects including the Fargo-Moorhead River Flood Diversion project - the "Bond Buyer Deal of the Year."

- Represented architects, contractors, buyers, sellers, and other real estate stakeholders in the negotiation and execution of numerous multimillion-dollar deals, through the various stages of deal development, contract drafting, review, and negotiation, including risk management and environmental due diligence.
- Drafted, reviewed, and negotiated commercial leases for both landlord and tenant clients.
- Facilitated the conversion of railway property to public trail use under the National Trails Act by providing legal guidance, environmental due diligence, contractual and appraisal advice, and managing and developing relationships with key deal stakeholders, including the Wisconsin Department of Natural Resources.
- Provided legal counsel to art, media, and entertainment clients and strategic guidance on matters related to contracts, intellectual property, and industry-specific issues, including drafting, review, and negotiation of business agreements. Counseled clients on royalty arrangements, copyright, licensing, sponsorships, music festival agreements, performance agreements, reality television contracting, releases, recording contracts, and radio station sales, and advised music festival clients on crowd control, artist safety, event security requirements, and logistics issues.
- Member of von Briesen & Roper's Forms Committee, consisting of five attorneys asked to develop best practices for transactional documents to include the creation of standard deal document templates for real estate, environmental, construction law, and all other vBR transactional practice groups to ensure consistency and compliance with best practices.

**Law Office of Christina M. Lucchesi** | Franklin, WI

2016 –2021

**ATTORNEY**

- Provided legal advice on copyright protection, registration, and enforcement strategies across a range of creative works, including visual art, illustration, and design.
- Advised business clients in commercial deals and business start-up transactions.
- Counseled on labor and employment discrimination issues.
- Designed and drafted estate plans and wealth conservation instruments for clients involving urban, agricultural, and commercial real estate.

**Waterstone Mortgage Corporation** | Pewaukee, WI

2015 –2015

**ASSISTANT GENERAL COUNSEL**

- Negotiated and drafted vendor contracts, commercial leases, rental agreements, distribution agreements, merger contracts, investment agreements, confidentiality agreements, and purchase and sale agreements.
- Provided strategic legal advice to department heads across all lines of business and to Waterstone branch managers on contract interpretation, marketing, mergers, facility issues, leases, and outside vendor agreements ensuring alignment with corporate objectives.
- Analyzed and interpreted regulatory data to inform risk assessments and ensure compliance with internal policies and external legal requirements.
- As interim counsel, demonstrated the ability to hit the ground running and quickly adapt to new environments, procedures, and personnel while providing immediate, high-level value. Brought cutting-edge knowledge and specialized skills from diverse industries and projects, providing fresh perspectives and expertise.

**JPMorgan Chase Bank, N.A.** | Milwaukee, WI

2011 - 2014

**SENIOR LEGAL RESEARCH ANALYST**

- Analyzed and evaluated legal pleadings, real estate contracts, and loan origination, insurance and loss mitigation documents associated with incoming litigation, including high risk, appellate and bankruptcy cases, homeowners' association, loan servicing, and title claim matters.
- Drafted case analyses for use in lawsuit defense, case strategy, minimizing risk, loss mitigation, and settlement negotiations.
- Provided legal advice on title claims, foreclosure litigation, appeals, property preservation, trespass, loss mitigation, and code violations.

**Best Artists Agency** | Milwaukee, WI

1998 –2010

**MUSIC AGENT AND AGENCY OWNER**

- Created and established successful, long-term client relationships with music buyers across a broad music marketplace including Summerfest, Jazz in the Park, Milwaukee County Parks, Milwaukee Zoo a la Carte, Wisconsin State Fair, Bastille Days, and Fox Hills Resort by consistently negotiating strong, equitable agreements and by providing music buyers with high-performing talent that drove audience engagement and event success.
- Wrote marketing materials, directed band photo sessions, developed and executed business strategies that broke bands into new markets with consistently higher paying and higher-level performance opportunities.
- Created and coordinated the logistical framework for live concert events, including the hiring and selection of all bands and entertainment as well as production personnel, equipment, and services to support the event's requirements and creative vision.
- Developed event production budgets; produced and booked large-scale, multi-day music festivals, and booked musicians into numerous concerts associated with international Harley-Davidson music events.
- Directed business development strategies for the agency.
- Negotiated and drafted artist performance agreements between bands, music buyers (resorts, clubs, festivals, concert venues, corporate and private clients) and event producers to maximize opportunities and revenue.
- Hired technical personnel and negotiated agreements with production and stage management companies for concert events.

**ADDITIONAL PROFESSIONAL EXPERIENCE**

**Two-Year Environmental Law Mentorship** with Attorney David Ruetz, von Briesen & Roper, s.c.

**Milwaukee Ballet Company** | Pro Bono Legal Counsel

**Hal Leonard Corporation** | Attorney, Dept. of Business Affairs, Music Licensing

**Milwaukee Symphony Orchestra** | Assistant to the Artistic and Technical Directors

**EDUCATION**

**Juris Doctor**

Marquette University Law School – Milwaukee, WI

**Bachelor of Arts - History, Magna Cum Laude**

University of Wisconsin - Milwaukee, WI

**PROFESSIONAL AFFILIATIONS**

**Board Member** - Wisconsin Entertainment Lawyers Association

**Editorial Board Member** - Landslide Magazine (American Bar Association – Intellectual Property Law Section)

**Vice-Chair**- Music & Performing Arts Committee (ABA)

**Member** - American Institute of Architects

**Member** - American Bar Association; ABA Intellectual Property Law Section; State Bar of Wisconsin; Milwaukee Bar Association

**COMMUNITY INVOLVMENT**

**State Bar of Wisconsin – Pro Bono Honor Society** (2024)

**State Bar of Wisconsin Annual High School Mock Trial Tournament – Volunteer Judge** (2018 – Present)

**Sojourner Family Peace Center – Co-coordinator of von Briesen & Roper’s Volunteer Advocacy Legal Team** (2022-2025)

**Milwaukee Boys & Girls Clubs Street Law Program – Instructor in Copyright Law and Contract Law** (2018 – 2024)

**Whitnall School District’s School Board Advisory Committee** – Research and co-writing of the referendum for improvements and compliance updates to the four schools in the district (2017-2018). The \$16.16M referendum was passed in the Spring 2018 election.

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>07/07/26</b></p>
<p style="text-align: center;"><b>ORGANIZATIONAL BUSINESS</b></p>	<p style="text-align: center;"><b>ROC Ventures Umbrella Bar 2026 Summer Concert Series Outdoor Music Event Update</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.L.</i></p>

At the February 18, 2026 Common Council meeting the Council recommended that the Summer Concert series come back for a review.

The City Clerk contacted Chief Liermann to find out if there were any substantiated complaints with violations. Chief Lierman said he has not had any substantiated complaints that consisted of violations.

This item will come back again for review in August.

**COUNCIL ACTION**

Information only;

Or as directed

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> July 7, 2026
<b>REPORTS AND RECOMMENDATIONS</b>	An Ordinance to Amend §19.11 Letting of Bids for Public Construction Projects, of the Municipal Code of the City of Franklin, to Comply with Amendments to Wis. Stat. § 62.15 Public Works, Pursuant to 2025 Wisconsin Act 188	<b>ITEM NUMBER</b>  G.7.

Attached is a copy of the above-entitled Ordinance, which provides in the initial Whereas provision that: “2025 Wisconsin Act 188, effective April 5, 2026, in part amended Wis. Stat. § 62.15 Public Works, pertaining to public construction bids and processes, increasing the thresholds for general public construction contract bidding, from \$25,000 to \$50,000 cost, for general public construction contract notice now being required, from \$10,000 to \$50,000 cost, for public highway construction contract bidding, \$25,000 cost, and for public highway construction contract notice now being required, from \$5,000 to \$25,000 cost”. The statutory amendments require amendment to the Municipal Code provisions for public bidding to be in conformity with the statutes.

**COUNCIL ACTION REQUESTED**

A motion to adopt An Ordinance to Amend §19.11 Letting of Bids for Public Construction Projects, of the Municipal Code of the City of Franklin, to Comply with Amendments to Wis. Stat. § 62.15 Public Works, Pursuant to 2025 Wisconsin Act 188.

## ORDINANCE NO. 2026-\_\_\_\_\_

AN ORDINANCE TO AMEND §19.11 LETTING OF BIDS FOR PUBLIC  
CONSTRUCTION PROJECTS, OF THE MUNICIPAL CODE OF THE  
CITY OF FRANKLIN, TO COMPLY WITH AMENDMENTS TO WIS. STAT. § 62.15  
PUBLIC WORKS, PURSUANT TO 2025 WISCONSIN ACT 188

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WHEREAS, 2025 Wisconsin Act 188, effective April 5, 2026, in part amended Wis. Stat. § 62.15 Public Works, pertaining to public construction bids and processes, increasing the thresholds for general public construction contract bidding, from \$25,000 to \$50,000 cost, for general public construction contract notice now being required, from \$10,000 to \$50,000 cost, for public highway construction contract bidding, \$25,000 cost, and for public highway construction contract notice now being required, from \$5,000 to \$25,000 cost; and

WHEREAS, the Common Council having considered the Wisconsin Legislature's amended process of letting bids for public construction projects, and new separate public highway construction projects requirements, and having determined it necessary to amend the Municipal Code to be in compliance with Wis. Stat. § 62.15, as amended.

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

SECTION 1: §19.11 Letting of bids for public construction projects, of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note. deletions appear in strike-through text, additions appear in underlined text; unchanged text is not highlighted]*:

“§19.11 Letting of bids for public construction projects and public highway construction projects. No public construction project shall be let for bid unless the Common Council has previously authorized the solicitation of bids for such public construction project. This Section does not apply to a public emergency as set forth in Wis. Stat. § 62.15(1b) and it does not apply to a general public construction for which the cost does not exceed \$~~50~~25,000, except that for general public construction the cost of which is from \$10,000 to \$50,000, a Class I notice of the proposed public construction shall be processed published by the Board of Public Works before the contract is executed, and it does not apply to a public highway construction for which the cost does not exceed \$25,000, except that for public highway construction the cost of which is from \$5,000 to \$25,000, a Class I notice of the proposed public construction shall be processed published

by the Board of Public Works before the contract is executed, as set forth in Wis. Stat. § 62.15(1).”

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

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

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 \_\_\_\_\_

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>July 7, 2026</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Agreement between GG Installations/Bartz's Flooring and the City of Franklin for Courtroom Carpet Replacement</b>	<b>ITEM NUMBER</b>  <b>G.8.</b>

**BACKGROUND**

The carpeting in the Municipal Courtroom is original to the building (2001) and has never been replaced. It is worn, torn and separating from the floor, creating a safety hazard. The courtroom is a multipurpose space that is used for municipal court sessions, trainings, meetings, ceremonies and voting.

**FISCAL NOTE**

Funding for the courtroom carpet replacement was included in the 2026 capital budget in the amount of \$22,000. The proposed cost is \$20,589.50, which is \$1,410.50 under budget.

*Note: The "Milwaukee County Sales Tax" line-item will be removed upon receipt of the City's tax-exempt form.*

**RECOMMENDATION**

Authorize Judge Konstantakis to sign the proposal/contract with GG Installations Inc. and Bartz's Floor Covering Inc.

Bartz's will supply the carpet and adhesive, and GG Installations will complete the installation. Both companies have successfully completed previous flooring projects with the Municipal Court and Police Department. The Municipal Court, Police Department and Facilities Maintenance Department recommend proceeding with this proposal.

**COUNCIL ACTION REQUESTED**

Authorize Judge Konstantakis to sign the contract/proposal from GG Installations Inc. and Bartz's Floor Covering Inc.

***G-G Installations, Inc.***  
***1896 108th Street***  
***Franksville, WI 53126***

Gary J. Goessl

Cell #262-930-8902

**PROPOSAL**

**SUBMITTED TO:** Amanda Baumgart  
**ADDRESS:** Franklin Municipal Court  
 9455 W Loomis Rd, Franklin  
 Phone: 414-858-2619  
 e-mail: abaumgart@franklinwi.gov

**DATE:**  
5/27/2025  
**REVISED**  
**JOB #:**  
2269

Piece Size	Unit Measure	Description	Extended Price
	2840.0 sq ft net	<p><b>Courtroom and Office</b>  <b>Labor and Materials to:</b>            Heavy duty removal and disposal of existing flooring using commercial take-up machine. Encapsulate and prime concrete substrate to prep floors for PSA adhesive. Installation of customer provided carpet tiles/planks. Provide and install vinyl base and transitions where needed. Clean area and remove all garbage.</p> <p><b>**NOTE**</b> This quote will be honored for work to be completed in 2026. If work is to be completed after 12/31/26, prices are subject to change and new quote will be issued for your approval.</p> <p>This quotation is valid for 30 days from the issued date. Pricing will be subject to change if not signed, dated, and returned within this time frame.</p>	\$11,500.00
<b>TOTAL SUM OF =</b>			<b>\$11,500.00</b>

**Payment for these services are to be provided upon completion of work.**

ANY ALTERATION OR DEVIATION FROM ABOVE WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THIS ESTIMATE. WARRANTY ON INSTALLATION IS LIMITED TO ONE (1) YEAR FROM DATE OF INSTALLATION. THIS WARRANTY COVERS PROVEN DEFAULTS IN WORKMANSHIP OF INSTALLATION. THIS WARRANTY DOES NOT COVER DAMAGE CAUSED BY ABUSE OR DEFAULTS IN MATERIALS NOT SUPPLIED BY INSTALLER.

Respectfully submitted by: *GARY J. GOESSL*

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Bartz's Floor Covering, Inc.**

11360 West Forest Home Avenue

Franklin, WI 53132

414-529-7770

www.bartzsfloorcovering.com

**Estimate**

DATE	ESTIMATE NO.
6/18/2026	51910

NAME / ADDRESS
Franklin Municipal Court 9455 W. Loomis Rd Franklin, WI 53132

PROJECT
Material Only

SQ FT	SIZE	DESCRIPTION	PRICE	Total
2880 SF	12x36	Aladdin Gone Viral On Demand	2.73	7,862.40T
	4 gallon pail	Enpress Adhesive	195.70	587.10T
		Freight	640.00	640.00T
		Milwaukee County Sales Tax	5.90%	536.28

Payment due in full.	<b>Total</b>	<b>\$9,625.78</b>
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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> July 7, 2026
<b>REPORTS AND RECOMMENDATIONS</b>	A Resolution Authorizing Certain Officials to Execute A Kayla's Playground Development Penfield Children's Center, Inc. Recognition and Release Agreement	<b>ITEM NUMBER</b> G.9.

Annexed hereto is a copy of the above-entitled Resolution, and the Kayla's Playground Development Penfield Children's Center, Inc. Recognition and Release Agreement. At the time of this writing, the Agreement remains under review by City staff and Penfield Children's Center, Inc. The reasons for the Kayla's Playground Development Penfield Children's Center, Inc. Recognition and Release Agreement, are set forth in the Agreement, and the Resolution.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Kayla's Playground Development Penfield Children's Center, Inc. Recognition and Release Agreement.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A KAYLA'S  
PLAYGROUND DEVELOPMENT PENFIELD CHILDREN'S CENTER, INC.  
RECOGNITION AND RELEASE AGREEMENT

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WHEREAS, following its development commencement in 2015, Kayla's Playground has become a wonderful destination for people, children and adults, to enjoy the benefits of life, upon and within the all-accessible, all-inclusive playground area, it being a special place within this area of the State and the World; and

WHEREAS, Penfield Children's Center, Inc. was a party to the September 1, 2015 agreement with the City and Kayla's Krew, to develop Kayla's Playground, and the recent Kayla's Playground Charitable Donation Agreement, with Michelle Runte and the City, which was approved by the Common Council at its meeting on June 16, 2026; and

WHEREAS, as Penfield Children's Center, Inc. fulfilled its fiduciary responsibilities in 2015 and has essentially not been involved in the development or operations of Kayla's Playground since then, Penfield Children's Center, Inc. has requested that it be removed from any contractual obligations thereafter with regard to the operations of Kayla's Playground, and Michelle Runte having concurred in that request; and

WHEREAS, the Common Council is aware of the substantial successful fiduciary services performed by Penfield Children's Center, Inc. for the substantial donations made to the development of Kayla's Playground, and recognizes that all of its services have been completed.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Kayla's Playground Development Penfield Children's Center, Inc. Recognition and Release Agreement in the form and content as annexed hereto, together with any changes as may be approved by the Director of Administration, the Director of Finance and Treasurer and the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer 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:

ATTEST:

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

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

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

KAYLA'S PLAYGROUND DEVELOPMENT PENFIELD CHILDREN'S CENTER, INC.  
RECOGNITION AND RELEASE AGREEMENT

This Kayla's Playground Development Penfield Children's Center, Inc. Recognition and Release Agreement (this "Agreement") is entered into as of July \_\_\_\_, 2026 between the City of Franklin ("City"), Michelle Runte and Penfield Children's Center, Inc., each of which is also a party to the September 1, 2015 agreement to develop Kayla's Playground as an all-accessible, all-inclusive playground in the City, created with substantial donated funds, and the recent Kayla's Playground Charitable Donation Agreement, approved by the City Common Council on June 16, 2026, providing in part that donated funds be used only for enhancements to Kayla's Playground.

WHEREAS, Kayla's Krew, through its fiduciary, Penfield Children's Center, Inc., previously contributed certain monies for the construction and future playground enhancements of Kayla's Playground at Franklin Woods Nature Center located at 3723 West Puetz Road, Franklin, Wisconsin 53132; and

WHEREAS, Kayla's Krew has since dissolved and is no longer an existing entity upon the completion of the building and development of Kayla's Playground, as well as Penfield Children's Center, Inc. accordingly having ceased its participation in the project, and Michelle Runte, under the supervision of the City of Franklin Parks Commission, has continued the support and promotion of the playground through the Kayla's Playground Ambassador Program, as well as continued community partnerships for the enhancement of the playground; and

WHEREAS, as Penfield Children's Center, Inc. fulfilled its fiduciary responsibilities in 2015 and has essentially not been involved in the development or operations of Kayla's Playground since then, Penfield Children's Center, Inc. has requested that it be removed from any contractual obligations thereafter with regard to the operations of Kayla's Playground, and the City and Michelle Runte having concurred that the request is fair and reasonable.

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

Penfield Children's Center, Inc. fully and substantially provided all services and is hereby appreciated and recognized therefore, and is hereby released of any and all duties whatsoever pertaining to it in the September 1, 2015 agreement and the agreement approved by the City Common Council on June 16, 2026 as referenced in the preamble to this Agreement, and is also hereby released of any and all potential liability in relation thereto, whatsoever, and shall no longer be a party to any further operations or agreements pertaining to Kayla's Playground.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF FRANKLIN, WISCONSIN

MICHELLE RUNTE

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

\_\_\_\_\_

PRINT NAME: John R. Nelson

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

TITLE: Mayor

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

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

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

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

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

PRINT NAME: Danielle L. Brown

TITLE: Director of Finance and Treasurer

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

Penfield Children's Center, Inc.

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

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

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

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

Approved as to form:

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

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 7/7/2026
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>APPROVAL OF UPDATED JOB DESCRIPTION FOR DIRECTOR OF HEALTH &amp; HUMAN SERVICES</b>	<b>ITEM NUMBER</b> <i>G.10.</i> <b>District: Citywide</b>

**BACKGROUND/ANALYSIS**

The current job description for the Director of Health & Human Services was last approved in **2018**. Since that time, the responsibilities of the position have expanded and evolved to reflect the increasing complexity of public health administration and regulatory compliance.

This updated job description clarifies the Director's role as the administrative leader responsible for the overall operation of the City's Level III Health Department, including strategic planning, program administration, grant management, regulatory enforcement, emergency preparedness, and coordination with local, state, and regional public health partners.

**Key responsibilities reflected in this updated description include:**

- Oversight of the City's public health programs and services
- Surveillance and response to communicable disease
- Administration of state and federal health-related grants
- Development and implementation of public health policies and programs
- Leadership in emergency preparedness and public health response efforts
- Coordination with regional healthcare systems, state agencies, and community partners

The position must also meet the qualifications and responsibilities established under **Wisconsin Statutes Chapters 250, 251, and 252**, as well as applicable administrative code requirements governing local health departments.

This updated description more accurately reflects the operational leadership responsibilities currently performed by the Director of Health & Human Services and aligns the position with current public health administration standards.

Both the Board of Health and the Personnel Committee reviewed the proposed update and supported the revised job description.

**FISCAL IMPACT**

**None.** Approval of this item does not create any new or unbudgeted financial impact, as it does not require an adjustment to the Director's pay.

**POLICY CONSIDERATIONS**

Updating job descriptions periodically is a standard administrative practice to ensure alignment between actual job duties, organizational expectations, and compensation structures.

Approval of this updated job description will ensure that the position accurately reflects the scope of responsibilities for leading the City's Health Department and administering required public health programs and services.

**STAFF RECOMMENDATIONS**

Administration and Human Resources recommend approval of this updated job description for the Director of Health & Human Services position.

**REQUESTED COUNCIL ACTION**

Motion to approve this updated job description for the position of Director of Health & Human Services as presented.

**CITY OF FRANKLIN**  
**Job Description**

**Job Title:** Director of Health & Human Services

**Department:** Health

**Reports To:** Mayor

**Appointing Authority:** Mayor

**Salary Level:** Management/Administrative/Supervisory Range  
~~11~~12

**FLSA Status:** Exempt

**Prepared By:** ~~Kelly Hersh~~Dana Zahn, Human Resources  
~~Coordinator~~Director of Administration

**Prepared Date:** ~~May 4, 2018~~March 3, 2026

**Approved By:** Common Council

**Approved Date:** ~~May 15<sup>th</sup>, 2018~~

**Summary:**

~~Perform administrative and professional nursing work to fulfill the mission of the Franklin Health Department and to ensure an environment in which the public health personnel can conduct activities that provide quality public health services.~~

This full time position administers a Level III Health Department, carrying out the role of Chief Health Strategist. This director level position is responsible for the overall day-to-day operations of the Franklin Health Department. This position is responsible to ensure a strong organizational culture, develop and implement sound public policy, oversee the delivery of programs and services in alignment with the department's mission, direct financial planning and management, and establish performance management systems. The Director of Health and Human Services must meet qualifications and carry out responsibilities per Wisconsin State Statutes 250, 251, and 252, as well as per the Wisconsin Administrative Code 140, Rules, City Ordinances, and local policy.

**Essential Duties and Responsibilities:**

~~Responsible for the design of a high quality and cost effective system that complements various health services available in the community to prevent disease and promote wellness of individuals, families, and groups.~~

Manages, supervises and evaluates public health staff of diverse roles, programs, and activities while coordinating functions of the department.

Assesses, develops, and implements department wide strategies to ensure the department is mission focused, value driven, team oriented, and responsive to customer needs.

Responsible for the surveillance and control of communicable diseases.

Enforces public health regulations, Municipal code, State statutes, and rules and regulations of the Wisconsin Department of Health Services.

Oversees the Department of Trade, Agriculture, and Consumer Protection Agent Program.

~~Manage departmental resources, prepare budgets, approve purchases, and maintain records of expenditures for accountability.~~

Determines priorities for the department's annual budget, oversees the development of grant budgets.

Locate, write, and manage County, State, and Federal health related grants.

~~Represent the Health Department as official spokesperson to community agencies, professionals, and the general public.~~

Consults with other health agencies, organizations, communities, and departments to determine public health needs and to develop and coordinate services.

Establishes linkages and partnerships with key stakeholders.

Integrates the role of governmental and non-governmental organizations in the delivery of public health services.

Engages community and governmental agencies to address community health needs.

~~Prepares agenda and facilitates for and regular participation in Board of Health meetings.~~

~~Construct community assessment database reflective of health needs in the City of Franklin.~~

Provides leadership for the development of a community health assessment and the development and implementation of a community health improvement plan.

~~Analyze community assessment data to identify the health needs of the City of Franklin in the context of federal and state public health priorities and local resources.~~

Assures that the delivery of public health services is evidence-based or aligns with best practice.

Recommends policy, system, and environmental (PSE) change to improve population health. Uses systems thinking to inform policy, environment, and system-level change. Creates and updates Health Department policies and procedures.

Establish short and long term goals to meet identified public health needs of the City of Franklin.

~~Develop programs to be implemented by Public Health personnel to meet established goals.~~

~~Develop and interpret department policies and procedures based on recognized standards of practice.~~

Ensures the implementation of policies, programs, and services are consistent with laws and regulations.

~~Orient new employees upon hire to the position and the organization's policies and procedures.~~

~~Promote professional growth of Health Department personnel by providing continuing educational opportunities.~~

Responsible for maintaining and scheduling an appropriately trained and skilled workforce consistent with the workload and needs of the city. Evaluates work performance of public health staff; prepares performance evaluations and formulates plan for improvement.

Fosters a work environment where continuous quality improvements in service and professional practice are pursued.

~~Implement and maintain Quality Assurance program for evaluation, by measuring process and outcome of services offered.~~

Advocates for public health policies, programs, and resources.

Maintains a safe work environment for employees; follows established standards and procedures for safe work practices.

Oversees the development of public health emergency plans and ensures 24/7 public health response coverage.

Serves as the Incident Commanders/ leader in the event of a public health emergency. Connects the department to local emergency operations.

Functions within the Emergency Management discipline including NIMS, ICS, and EOC operations. This position is an integral member of the City emergency response effort.

Participates in the City's emergency management planning and in other related preparedness activities.

Submits necessary reports in compliance with medical, administrative, city, state, and federal requirements.

Attends meetings as required by the Mayor and Common Council. This may include meetings outside of normal business hours.

**Peripheral Duties:**

~~Act as a public health nurse, clinic nurse, and secretary as needed.~~

~~Participate in committees when necessary.~~

Maintains Membership in professional organizations.

~~Assemble materials and equipment in preparation for clinic sessions and maintains adequate supplies.~~

Prepares agenda items for the Common Council, Personnel Committee, and the Board of Health.

Conducts department staff meetings, implements staff orientation, facilitates evaluations for staff.

Coordinates professional opportunities with and for department and staff.

Performs other work as required.

**Minimum Qualifications:**

**Education and Experience:**

~~Graduation from an accredited college or university with a Bachelor's degree in nursing, public health, environmental health, physical or biological sciences, or a related field. Three (3) years of progressively responsible full time employment with a public health agency, including responsibility for communicable disease prevention and control.~~

Master's Degree in public health, public administration, health administration or related field from an accredited college or university and at least three years of experience in a full-time public health administrative position, or combination for experience and training as set forth under the Department of Health Administrative Code for Public Health Officials.

**Necessary Knowledge, Skills, and Abilities:**

~~Knowledge and skills required for the position of Public Health Nurse.~~

~~Knowledge of principles, practices, and methods of public health nursing, department supervision, and administration.~~

~~Knowledge of health and safety codes, and rules and regulations of City, County, and State.~~

~~Knowledge of information regarding detection, evaluation and planning to meet public health needs.~~

~~Ability to establish and maintain effective professional relationships with community leaders, professionals, staff, citizens, and others.~~

~~Knowledge of the social, political, and economic influences affecting health care delivery systems.~~

~~Knowledge of educational trends as they relate to the health care field.~~

~~Ability to effectively communicate, both verbally and in writing.~~

~~Ability to utilize initiative, responsibility, and integrity.~~

~~Ability to recruit, train, and utilize volunteers.~~

~~Ability to make independent judgments which have highly significant impacts on the organization.~~

The ability to make decisions, supervise, and to effectively prioritize work. The ability to establish and maintain effective professional relationships with community leaders, professionals, staff, citizens, and others.

Knowledge of health and safety codes, and rules and regulations of City, County, and State.

Knowledge of requirements of a Level III Local Health Department.

Knowledge of strategic planning, program planning, and evaluation methods.

Attracts and develops talent, ensuring a positive working environment.

Knowledge of community input, engagement, and outreach methods.

Demonstrates agile thinking while understanding the dynamics of the organization and public perception and influences.

Mobilize collaborative partnerships to achieve common goals.

Effective interpersonal communications, verbal and written, with a diverse range of people. Ability to establish and maintain effective communications with employees and citizens while handling conflicting situations in a manner that creates opportunities and retains respects.

Aptitude for diverse decision making and supervision of public health nursing program, environmental health program, and public health strategic practices.

Execute high-quality decisions in the absence of complete information that doesn't compromise the long-term vision of the department.

Lead team and department through adverse and challenging situations.

Ability to effectively handle a variety of difficult situations and problems. Ability to follow standard safety practices and procedures. Ability to make independent judgements which have highly significant impact on the organization.

Ability to recruit, train, and utilize volunteers.

Ability to perform required mathematical computations.

Ability to read, analyze, and interpret legal documents, common scientific and technical documents.

Proficient use of a computer in a Windows environment: Microsoft Word, Power Point, Excel.

Working knowledge of computer-based programs and reporting of statistical information. Skillful in performing a variety of administrative functions including annual budget preparation, maintaining records, statistical data, and preparing clear, comprehensive documents and reports.

Ability to prepare, implement, and evaluate grants.

Ability to work independently.

Current CPR/AED certification or will be attained within four months of employment.

Effective use of tact and diplomacy are prerequisites for this position.

**Supervision Received:**

Works under broad general guidance and direction of the Mayor.

**Supervision Exercised:**

Exercises supervision over Health Department personnel.

Supervision or delegation of supervision of Health Department volunteers

**Responsibility for Public Contact:**

Frequent contact requiring courtesy, discretion, and sound judgment.

**Licensing and Certification:**

~~Licensed by State of Wisconsin as a registered professional nurse or sanitarian, if applicable.~~

Certified Health Education Specialist strongly recommended.

Valid driver's license.

**Tools and Equipment Used:**

~~Copy machine; telephone; blood pressure cuff; stethoscope; scale; audiometer; visual charts; syringes; thermometer; computer terminal; personal computer including word processing software; automobile; and fax machine.~~

Medical Databases, Case Management Software, Computer, statistical analysis software, automobile, fax machine.

**Physical Demands:**

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

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Work Environment:**

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

~~Work is performed primarily in office, vehicles, outdoor settings, private residences, and commercial buildings. Work can be performed in emergency and stressful situations. Individual is exposed to hazards associated with rendering emergency medical assistance,~~

~~including blood borne pathogens in body fluids. The noise level in the work environment is quiet.~~

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

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

Work is performed primarily in a general office setting, with field visits and out-of-office meetings, in community settings, including client's homes. Work can be performed in emergency and stressful situations. Individual is exposed to hazards associated with rendering emergency medical assistance, including blood-borne pathogens and body fluids. Probable exposure to environmental elements such as insects, other disease vectors, toxins, hazardous materials, chemicals, animals, noise, unpleasant odors, and/or unsanitary conditions.

The noise level in the work environment is moderate.

Ability to function with multiple and simultaneous demands and handle stressful situations.

Some hazardous work conditions may exist due to the nature of the duties; involves emergency on call status (24/7) for public health and other city emergencies. Attends meetings during evening hours and occasionally on weekends.

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*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employee agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

**CITY OF FRANKLIN**  
**Job Description**

**Job Title:** Director of Health & Human Services

**Department:** Health

**Reports To:** Mayor

**Appointing Authority:** Mayor

**Salary Level:** Management/Administrative/Supervisory Range 12

**FLSA Status:** Exempt

**Prepared By:** Kelly Hersh, Director of Administration

**Prepared Date:** March 3, 2026

**Approved By:** Common Council

**Approved Date:**

**Summary:**

This full time position administers a Level III Health Department, carrying out the role of Chief Health Strategist. This director level position is responsible for the overall day-to-day operations of the Franklin Health Department. This position is responsible to ensure a strong organizational culture, develop and implement sound public policy, oversee the delivery of programs and services in alignment with the department's mission, direct financial planning and management, and establish performance management systems. The Director of Health and Human Services must meet qualifications and carry out responsibilities per Wisconsin State Statutes 250, 251, and 252, as well as per the Wisconsin Administrative Code 140, Rules, City Ordinances, and local policy.

**Essential Duties and Responsibilities:**

Manages, supervises and evaluates public health staff of diverse roles, programs, and activities while coordinating functions of the department.

Assesses, develops, and implements department wide strategies to ensure the department is mission focused, value driven, team oriented, and responsive to customer needs.

Responsible for the surveillance and control of communicable disease.  
Enforces public health regulations, Municipal code, State statutes, and rules and regulations of the Wisconsin Department of Health Services.

Oversees the Department of Trade, Agriculture, and Consumer Protection Agent Program.

Determines priorities for the department's annual budget, oversees the development of grant budgets.

Locate, write, and manage County, State, and Federal health related grants.

Consults with other health agencies, organizations, communities, and departments to determine public health needs and to develop and coordinate services.

Establishes linkages and partnerships with key stakeholders.

Integrates the role of governmental and non-governmental organizations in the delivery of public health services.

Engages community and governmental agencies to address community health needs.

Prepares agenda and facilitates Board of Health meetings.

Provides leadership for the development of a community health assessment and the development and implementation of a community health improvement plan.

Assures that the delivery of public health services is evidence-based or aligns with best practice.

Recommends policy, system, and environmental (PSE) change to improve population health. Uses systems thinking to inform policy, environment, and system-level change. Creates and updates Health Department policies and procedures.

Establish short and long term goals to meet identified public health needs of the City of Franklin.

Ensures the implementation of policies, programs, and services are consistent with laws and regulations.

Responsible for maintaining and scheduling an appropriately trained and skilled workforce consistent with the workload and needs of the city. Evaluates work performance of public health staff; prepares performance evaluations and formulates plan for improvement.

Fosters a work environment where continuous quality improvements in service and professional practice are pursued.

Advocates for public health policies, programs, and resources.

Maintains a safe work environment for employees; follows established standards and procedures for safe work practices.

Oversees the development of public health emergency plans and ensures 24/7 public health response coverage.

Serves as the Incident Commanders/ leader in the event of a public health emergency. Connects the department to local emergency operations.

Functions within the Emergency Management discipline including NIMS, ICS, and EOC operations. This position is an integral member of the City emergency response effort.

Participates in the City's emergency management planning and in other related preparedness activities.

Submits necessary reports in compliance with medical, administrative, city, state, and federal requirements.

Attends meetings as required by the Mayor and Common Council. This may include meetings outside of normal business hours.

**Peripheral Duties:**

Participate in committees

Maintains membership in professional organizations.

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Prepares agenda items for the Common Council, Personnel Committee, and the Board of Health.

Conducts department staff meetings, implements staff orientation, facilitates evaluations for staff.

Coordinates professional opportunities with and for department and staff.

Performs other work as required.

**Minimum Qualifications:**

**Education and Experience:**

Master's Degree in public health, public administration, health administration or related field from an accredited college or university and at least three years of experience in a full-time public health administrative position, or combination for experience and training as set forth under the Department of Health Administrative Code for Public Health Officials.

**Necessary Knowledge, Skills, and Abilities:**

The ability to make decisions, supervise, and to effectively prioritize work. The ability to establish and maintain effective professional relationships with community leaders, professionals, staff, citizens, and others.

Knowledge of health and safety codes, and rules and regulations of City, County, and State.

Knowledge of requirements of a Level III Local Health Department.

Knowledge of strategic planning, program planning, and evaluation methods.

Attracts and develops talent, ensuring a positive working environment.

Knowledge of community input, engagement, and outreach methods.

Demonstrates agile thinking while understanding the dynamics of the organization and public perception and influences.

Mobilize collaborative partnerships to achieve common goals.

Effective interpersonal communications, verbal and written, with a diverse range of people. Ability to establish and maintain effective communications with employees and citizens while handling conflicting situations in a manner that creates opportunities and retains respects.

Aptitude for diverse decision making and supervision of public health nursing program, environmental health program, and public health strategic practices.

Execute high-quality decisions in the absence of complete information that doesn't compromise the long-term vision of the department.

Lead team and department through adverse and challenging situations.

Ability to effectively handle a variety of difficult situations and problems. Ability to follow standard safety practices and procedures. Ability to make independent judgements which have highly significant impact on the organization.

Ability to recruit, train, and utilize volunteers.

Ability to perform required mathematical computations.

Ability to read, analyze, and interpret legal documents, common scientific and technical documents.

Proficient use of a computer in a Windows environment: Microsoft Work, Power Point, Excel.

Working knowledge of computer-based programs and reporting of statistical information. Skillful in performing a variety of administrative functions including annual budget preparation, maintaining records, statistical data, and preparing clear, comprehensive documents and reports.

Ability to prepare, implement, and evaluate grants.

Ability to work independently.

Current CPR/AED certification or will be attained within four months of employment.

Effective use of tact and diplomacy are prerequisites for this position.

**Supervision Received:**

Works under broad general guidance and direction of the Mayor.

**Supervision Exercised:**

Exercises supervision over Health Department personnel.

Supervision or delegation of supervision of Health Department volunteers

**Responsibility for Public Contact:**

Frequent contact requiring courtesy, discretion, and sound judgment.

**Licensing and Certification:**

Certified Health Education Specialist strongly recommended.

Valid driver's license.

**Tools and Equipment Used:**

Medical Databases, Case Management Software, Computer, statistical analysis software, automobile, fax machine.

**Physical Demands:**

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

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Work Environment:**

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

Work is performed primarily in a general office setting, with field visits and out-of-office meetings, in community settings, including client's homes. Work can be performed in emergency and stressful situations. Individual is exposed to hazards associated with rendering emergency medical assistance, including blood-borne pathogens and body fluids. Probable exposure to environmental elements such as insects, other disease vectors, toxins, hazardous materials, chemicals, animals, noise, unpleasant odors, and/or unsanitary conditions.

The noise level in the work environment is moderate.

Ability to function with multiple and simultaneous demands and handle stressful situations.

Some hazardous work conditions may exist due to the nature of the duties; involves emergency on call status (24/7) for public health and other city emergencies. Attends meetings during evening hours and occasionally on weekends.

*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employee agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 7/7/2026
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Request Council Approval to accept a \$300.00 public donation from the Franklin Lioness Foundation and apply this to the Automated External Defibrillators (AED's) in the City of Franklin Parks Program.</b>	<b>ITEM NUMBER</b> G.11.

**Background:**

The fire department has received a \$300.00 donation from the Franklin Lioness Club as part of a City-wide initiative to place Automated External Defibrillators (AEDs), with secure boxes, in City of Franklin Parks.

The fire department is requesting Council approval to accept the donation and to spend the funding on AEDs, secure boxes, installation, and maintenance of the equipment and AEDs in the Parks Program.

**Financial Note:**

With approval, funds will go into the designated budget lines for incoming (28-0000-4734) and outgoing (28-0221-5329.7079) funds of the AEDs in the Parks Program.

**COUNCIL ACTION REQUESTED**

Request Council Approval to accept a \$300.00 public donation from the Franklin Lioness Foundation and apply this to the Automated External Defibrillators (AED's) in the City of Franklin Parks Program.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> July 7, 2026
<b>REPORTS AND RECOMMENDATIONS</b>	Noise Nuisance Claims by Dana Gindt, Joy Draginis-Zingales, the Franklin Greendale Alliance, and other similarly situated residents; NOTICE OF INJURY AND CLAIM PURSUANT TO WIS. STAT. § 893.80, served April 15, 2026. 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 claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	<b>ITEM NUMBER</b>  G.12.

Annexed hereto is a copy of the Notice of Injury and Claim Pursuant to Wis. Stat. § 893.80.

**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 claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

April 14, 2026

Sandra L. Wesolowski, City Clerk  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

15  
AGENT OR STATE PROCESS SERVICE, INC.  
Date of Service 4/15/26  
Date of Service 4/15/26  
[Signature]

For Delivery To: Mayor John R. Nelson; Common Council President and Members of the  
Common Council, Jesse A. Wesolowski, City Attorney

Re: Noise Nuisance Claims by Dana Gindt, Joy Draginis-Zingales, the Franklin  
Greendale Alliance, and other similarly situated residents

**NOTICE OF INJURY AND CLAIM PURSUANT TO WIS. STAT. § 893.80**

**I. Introduction and Identification of Claimants**

This document constitutes a formal Notice of Injury and Claim pursuant to Wis. Stat. § 893.80 on behalf of Claimants Dana Gindt (9011 West Hawthorne Lane, Franklin, WI 53132), Joy Draginis-Zingales (7573 Highview Drive, Greendale Wi 53129), the Franklin Greendale Alliance, Inc. and all other similarly situated residents of the City of Franklin and the Village of Greendale (collectively, "Claimants").

This claim arises from the City of Franklin's (the "City") years-long and ongoing pattern of conduct which has created, maintained, and perpetuated a severe private and public nuisance in the form of excessive and unlawful noise emanating from The Rock Sports Complex ("The Rock"). This claim is timely filed within 120 days of the specific governmental actions and ongoing omissions described herein that give rise to Claimants' present, ongoing, and future injuries.

**II. Statement of Circumstances Giving Rise to Claim**

The circumstances giving rise to this claim constitute a continuing tort and nuisance. While the harm has been ongoing for years, this notice is specifically predicated upon the following discrete actions and omissions by the City, all of which have occurred within the 120 days preceding the date of this notice:

**A. Specific and Timely "Events" Giving Rise to Injury**

- 1. Approval of Unlawful Event Permits (February-April 2026):** In February and March 2026, the Franklin Common Council took discrete governmental actions by approving approximately 47 event permits for The Rock's 2026 season at noise levels of 65 dBA and higher at the residential receiving district boundary. These approvals directly contravene the mandatory residential noise limits of 45-50 dBA established in Franklin UDO § 15-3.1107, 183-40 Noise Disturbances Prohibited into residential districts from

the use of loudspeakers / public address systems, 121-9 event noise prohibited from carrying unreasonably beyond event premises, 178 Nuisance law, as well as the recommendations of the City's own acoustical expert and the Milwaukee County acoustical consultant that both support 50 decibels at the property line for residential receiving districts. The City's continued consideration of an additional 92 events under the same unlawful parameters and omissions constitutes a present and ongoing action causing imminent harm.

2. **Failure to Implement Ministerial Duties (March-April 2026):** On March 5, 2024, the Common Council unanimously adopted Resolution 2024-8109, creating a clear and non-discretionary ministerial duty for City staff to enforce existing noise ordinances and municipal codes. The approval for the Rock PDD #37 included the requirement of superior sound systems to minimize potential adverse impacts. In the months since, including February-April 2026, the City has systematically failed to adhere to Resolution 2024-8109 and the PDD development requirements by processing event applications lacking the required Sound Control Plans to minimize noise and comply with the maximum decibel level allowance at the property line which is determined by Hazard Abatement Performance Standards for Noise 15-3.1107 for the receiving district. The March 2024 resolution required Sound Control Plans to include methods to substantially control and contain the noise within the premises to protect the health, safety and well-being of the community. Each approval granted in contravention of this resolution is a new event giving rise to this claim.
3. **Bad-Faith Governance and Suppression of Information (February-March 2026):** In February and March 2026, the City engaged in a pattern of conduct demonstrating its complicity in perpetuating the nuisance. The City appears to have suppressed information during the February-March 2026 review of the historically profane two-day large-scale concert. The City disputed payment to its own retained acoustical consultant, JPM Acoustics, resulting in the developer, not the City, covering the \$63,000 outstanding invoice to obtain release of the March 6, 2026 Noise Mitigation Brief for Franklin Field. This report, containing preliminary recommendations to reduce noise, was not included in the March 17, 2026 public packet. Instead, the Mayor circulated the incomplete brief privately to elected officials and select staff on March 12, 2026 indicating it was sufficient to justify approval of a large-scale event historically associated with profane, explicit content audible more than 1.5 miles away in prior years. Withholding this information from the public packet denied residents access to materials necessary for meaningful comment and input. The Noise Mitigation Brief recommended limits far below what the City currently permits at The Rock, yet the City proceeded without public disclosure. These actions reflect a lack of transparency, predetermination of outcome, and improper pressure on elected officials to approve an event despite incomplete and withheld data.
4. **Solicitation and Encouragement of Nuisance Approvals during Public Meetings. (February 18, 2026):** At the February 18, 2026 Common Council meeting, an alderwoman threatened financial "ramifications" against the City if the Rock event permits were not approved, explicitly linking permit approval to The Rock's ability to

repay its TID obligations to the City. The Common Council voted to table the review of this two-day event, which resulted in information related to this event being not included in the March 17, 2026 public packet indicating lack of transparency and accountability. The City's subsequent approvals in the face of such pressure constitute an abdication of its duty to protect residents in favor of its and the Rock's financial interests in the City's "public /private partnership" with the Rock / Ballpark Commons development.

### **B. The Overarching Pattern of Misconduct**

The City has engaged in systematic non-enforcement of its own noise regulations and engaged in wrongful conduct, including:

1. Knowingly and repeatedly failing to enforce Franklin Municipal Code §15-3.1107 (receiving-district limits and noise-sensitive-area protections);
2. Knowingly and repeatedly failing to enforce §183-40 (prohibiting loudspeaker noise into residential areas);
3. Knowingly and repeatedly failing to enforce §121-9 (special-event noise not permitted to carry beyond event premises);
4. Knowingly and repeatedly failing to enforce Chapter 178 (nuisance);
5. Acting as a creditor to The Rock's developer, who has a reported TID #5 shortfall of nearly \$1 million, which creates a direct financial incentive for the City to facilitate revenue-generating nuisance activity;
6. Engaging in active misrepresentation and material omissions regarding noise-compliance obligations at The Rock:
  - The Development approval required the Rock entire sport complex to employ superior sound systems to minimize impacts on nearby residences, a requirement the City never enforced.
  - City staff directed Milwaukee County's independent acoustic consultant (RSG) to use an unapproved and unlawfully high 79-decibel threshold at the residential property line for the Rock, contrary to other requirements in the Rock PDD #37, Franklin Ordinance §15-3.1107, and other applicable noise and nuisance provisions. This directive corrupted the 2023 County sound study and prevented accurate evaluation under the City's actual legal limits of 50 dB (7 a.m.–10 p.m.) and 45 dB (10 p.m.–7 a.m.).
  - City records and reports from 2017–2024 confirm that no 79-decibel limit has ever been approved for the Rock and that 50 dB remains the required standard. Open-records disclosures further show that no Common Council approval for a 79-decibel event permit occurred from 2014–2025 for the Rock. Despite this, staff

continued to rely on the flawed 2023 report to perpetuate inaccurate information about permissible noise levels and noise regulations.

- Directing an independent sound consultant (RSG) to use a false 79 dBA standard in April 2023, thereby corrupting the resulting study, and then suppressing the subsequent JPM report which contradicted this standard shows deliberate misconduct.

The JPM Acoustics brief submitted March 6, 2026 likewise omits the controlling ordinances, nuisance regulations and noise-sensitive-area protections, reinforcing the City's pattern of misrepresentation. (The final Sound Monitoring, Noise Mitigation, and Compliance Services report by the acoustic consultant, JPM Acoustics, has not been made publicly available, which may include the required noise regulations.)

This now decade-long failure was openly acknowledged during the March 5, 2024 Common Council discussion, where the City Administrator stated that these laws "are the law for the City" and that "the laws have been in place, just not followed." She further noted the City was now attempting to "get back on target and do the right thing." Mayor Nelson similarly stated that the resolution provides "crystal clarity" on how these requirements are applied.

The City's longstanding non-compliance was also reported in the *Milwaukee Journal Sentinel* on March 7, 2024, where City administration admitted that "somewhere down the road we detached from following those procedures," and confirmed that the resolution restates regulations intended "to protect quiet enjoyment, property use, and residential quality of life."

These failures were repeated and continued from February-April 2026.

### **III. Legal Basis for Claims**

The City's conduct gives rise to multiple causes of action for which governmental immunity is waived, including but not limited to:

1. **Creating and Maintaining a Public Nuisance:** By permitting, promoting, and failing to abate the noise nuisance under a clear conflict of interest, the City has become a party to its creation.
2. **Failure to Perform a Ministerial Duty:** The City has a clear, non-discretionary duty under its ordinances and Resolution 2024-8109 to enforce noise limits. Its continuing failure to do so is subject to a writ of mandamus.
3. **Arbitrary, Capricious, and Bad-Faith Conduct:** The City's actions, including suppressing expert reports and yielding to financial pressure from a developer, are not good-faith exercises of discretion and pierce any immunity shield.
4. **Failure to Implement Required Independent Monitoring:** In December 2024 the Franklin police chief indicated "we are not sound experts" and recommended enlisting a third-party expert with expertise in sound monitoring, as reported by the *Milwaukee Journal Sentinel*. The City has failed to require independent third-party monitoring,

programming, management and placement for decibel-meter enforcement tools at the Rock, despite committing in 2024 to adopt this procedure as a necessary safeguard for accurate and impartial noise-compliance verification.

5. **Selective and Unequal Enforcement of Noise / Nuisance Regulations and Development Approvals:** The City engaged in selective enforcement of municipal noise codes and ordinances for other developments in addition to imposing independent noise and vibration monitoring requirements on other developments and properties, while declining to apply comparable standards or enforcement measures to The Rock, resulting in unequal treatment and arbitrary application of the law.
6. **Repeated Unfulfilled Commitments to Resolve Noise Issues:** From 2020 to the present, the City of Franklin has repeatedly represented that it would address and resolve the ongoing and longstanding noise issues associated with The Rock. In 2023, the Mayor publicly stated at several meetings and interviews with media that the solutions were simple and the issues would be resolved, yet the City failed to implement meaningful comprehensive corrective action, continuing to approve disruptive, harmful and annoying noise levels thereby perpetuating the nuisance.

#### **IV. Itemized Statement of Relief Sought**

Pursuant to Wis. Stat. § 893.80(1d)(b), Claimants demand the following relief:

##### **A. Monetary Damages:**

A sum of not less than \$50,000.00 per individual claimant household to compensate for: diminution in property value; loss of the private use and quiet enjoyment of their properties; and damages for physical and emotional distress.

##### **B. Injunctive and Declaratory Relief**

We demand an enforceable agreement that the City of Franklin:

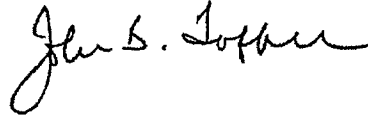
1. **Cease and Desist:** Immediately cease issuing any permits to The Rock that allow noise levels to exceed the residential limits of 50 dBA (daytime) and 45 dBA (nighttime) at the property line for all activities, operations and events, consistent with UDO § 15-3.1107 and the recommendations of its own experts.
2. **Enforce Ordinances:** Take all necessary steps to enforce its noise ordinances and Resolution 2024-8109 against The Rock for all operations.
3. **Deny and Revoke Permits:** Deny any pending applications and revoke any existing permits for events at The Rock that are not in full compliance with PDD #37 development requirements, City ordinances and Municipal codes including but not limited to Code 169-2, due to any outstanding financial obligations due to the City from the developer.

4. **Declare Actions Unlawful:** A judicial declaration that the City's recent approvals of events at 65 dBA are arbitrary, capricious, and void.

Absent an agreement, I will advise my clients to seek an order from the court compelling the preceding items.

You are hereby notified that pursuant to Wis. Stat. § 893.80, the City has 120 days from receipt of this notice to grant or disallow this claim. Failure to act will be deemed a disallowance.

Sincerely,

A handwritten signature in cursive script, appearing to read "John B. Tuffnell".

John B. Tuffnell

cc: Dana Gindt  
Joy Draginis-Zingales

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> July 7, 2026
<b>REPORTS AND RECOMMENDATIONS</b>	In the Matter of the Complaint Against: H, B & H, LLC d/b/a On the Border, for "Class B" intoxicating liquor license, Class "B" fermented malt beverage license, Entertainment and Amusement License and Cigarette Sold by Machine License	<b>ITEM NUMBER</b> <b>H. 1.</b>

Annexed hereto is a copy of the above entitled Complaint, and a Summons therefore. Pursuant to Wis. Stat. § 125.12(2)(ar) cited below, as this Complaint has been filed, the Common Council shall issue a Summons. Additionally, with regard to the process timing requirements in Wis. Stat. § 125.12(2)(ar), as the regular meeting schedule for Common Council meetings would not meet those requirements, the Council should set a special meeting date for appearance and potential hearing on the Complaint.

Wis. Stat. § 125.12(2)(ar) Summons. Upon the filing of the complaint, the municipal governing body or a duly authorized committee of a city council shall issue a summons, signed by the clerk and directed to any peace officer in the municipality. The summons shall command the licensee complained of to appear before the municipal governing body or the committee on a day and place named in the summons, not less than 3 days and not more than 10 days from the date of issuance, and show cause why his or her license should not be revoked or suspended. The summons and a copy of the complaint shall be served on the licensee at least 3 days before the time at which the licensee is commanded to appear. Service shall be in the manner provided under ch. 801 for service in civil actions in circuit court.

**COUNCIL ACTION REQUESTED**

A motion to issue a Summons for the In the Matter of the Complaint Against: H, B & H, LLC d/b/a On the Border, for "Class B" intoxicating liquor license, Class "B" fermented malt beverage license, Entertainment and Amusement License and Cigarette Sold by Machine License;

and

A motion to schedule a Special Common Council meeting for July \_\_\_\_, 2026, for appearance and potential hearing on In the Matter of the Complaint Against: H, B & H, LLC d/b/a On the Border, for "Class B" intoxicating liquor license, Class "B" fermented malt beverage license, Entertainment and Amusement License and Cigarette Sold by Machine License.



NOW THEREFORE, H, B & H, LLC by licensing agent Oscar Cobian, you are hereby summoned to appear before the Franklin Common Council or committee thereof, to admit or deny the allegations in the complaint. This hearing will be held on: \_\_\_\_\_ at \_\_\_\_\_, or as soon as the matter may be heard. This hearing will take place at the Franklin City Hall, located at 9229 W. Loomis Road, Franklin, WI 53132, within room \_\_\_\_\_. You may be represented by counsel on this date or at future dates.

If you fail to appear as required by this summons, the allegations in the complaint against you shall be taken as true, and if the Franklin Common Council finds the allegations sufficient, the Council may suspend, revoke, or non-renew any or all of the licenses or permits within license no. 26-4471.

You are further notified that if you appear as required by this summons and contest the allegations in the complaint, a hearing will be held, at which time you may be represented by counsel if you so choose, cross examine witnesses who testify adversely against you, and present witnesses or evidence on your own behalf. A transcript of this hearing shall be made and you may obtain a copy of the transcript of this proceeding at your expense.

Dated this \_\_\_\_\_ day of July, 2026.

FRANKLIN COMMON COUNCIL

By: \_\_\_\_\_

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

Position: \_\_\_\_\_

**FRANKLIN COMMON COUNCIL  
CITY OF FRANKLIN**

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**In the Matter of the Complaint Against:**

**H, B & H, LLC  
D/B/A On the Border**

**COMPLAINT**

**Premises Location:  
10741 S. 27<sup>th</sup> Street  
Franklin, WI 53132**

**Licensing Agent: Oscar Cobian**

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**STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF MILWAUKEE    )**

Assistant Chief Eric Stowers of the Franklin Police Department, being duly sworn on oath, deposes and states as a complaint under Wis. Stat. §§ 125.12(2)(ag) and 134.65(7), and Franklin Municipal Code §§ 158-9, 121-24, and 102-1 A against H, B & H, LLC, doing business as “On the Border” (hereafter “OTB”), as follows:

1. This complaint is based upon information contained within official records maintained by the City of Franklin, the Franklin Fire Department, and the Franklin Police Department, which the complainant has used in the past and found to be reliable.

**I. PARTIES, LICENSES, AND PERMIT INFORMATION**

2. That the complainant is a resident of the City of Franklin.
3. That for the 2025-2026 license period, H, B, and H, LLC had been issued license No. 25-3605 by the City of Franklin. License No. 25-3605 includes the following:
  - a. “Class B” intoxicating liquor license
  - b. Class “B” fermented malt beverage license

- c. The Entertainment and Amusement License
  - d. Cigarette Sold by Machine License
4. That for the 2026-2027 license period starting on July 1, 2026 and expiring on June 30, 2027, H, B & H, LLC has been issued license No. 26-4471 which includes the following:
- a. "Class B" intoxicating liquor license
  - b. Class "B" fermented malt beverage license
  - c. The Entertainment and Amusement License
  - d. Cigarette Sold by Machine License
5. That both license No. 25-3605 and license No. 26-4471 are for the premises located at 10741 S. 27<sup>th</sup> Street in the City of Franklin, Wisconsin, and doing business as On the Border ("OTB").
6. That both license No. 25-3605 and license No. 26-4471 identify that the licensing agent is Oscar Cobian, as appointed pursuant to Wis. Stat. § 125.04(6)(a) and Franklin Municipal Code § 185-1.
7. That OTB has been in operation in the City of Franklin since approximately 1996 and the business model has remained consistent as a "gentleman's club" with exotic dancers and alcohol service throughout that time.

## **II. FACTUAL BASIS**

8. The Franklin Police Department has been involved in a multi-year investigation into human trafficking and prostitution involving OTB. This investigation was recently identified and disclosed publicly via a criminal complaint filed in Milwaukee County on or about June 10, 2026. With components of the investigation now public, the Franklin Police Department is able to

provide the following information to support this complaint against license no. 26-4471 issued to H, B, and H, LLC, doing business as OTB:

**Count 1: Prostitution at Licensed Premises**

9. That at all times relevant to this complaint Brian Hopkins was a general manager at OTB. He had started working at OTB around 1996 and had subsequently been promoted to the role of general manager and “right-hand man” of one of the owners, Daniel Hay.

10. Through interviews with Hopkins and through additional investigation, the Franklin Police Department identified that OTB has created a culture where the business and employees knowingly permitted and benefitted from prostitution, human trafficking, and drug use. This became widespread in 2019 to approximately 2024 or later. These practices included:

- a. Management and ownership identifying to subordinate employees to not worry about prostitution that had been happening within OTB.
- b. Employees at OTB, including management and security staff, knowing of and financially benefiting from prostitution and human trafficking occurring at OTB.
- c. That OTB has approximately 10 “VIP” rooms where specific women can and do engage in prostitution. OTB allows and at times encourages female entertainers to get patrons to make cash transactions to book these VIP rooms for the purpose of prostitution. The rooms do have cameras, but the cameras are only live feed and do not record. The rooms are also all fitted with dimmer switches that can lower or turn off the lights within the rooms. These dimmers can be controlled within the rooms or by security or DJs.
- d. That the permissive practice within OTB that has been promoted by security and management includes staff members identifying patrons who are interested in

prostitution services and identifying those patrons to select entertainers. Those entertainers then engage the patron and try and encourage them to rent a VIP room for sexual activity. The patrons and/or entertainer would then pay bouncers or other staff to ensure the lights in the VIP rooms were dimmed so that cameras would not observe the sexual activity, the prostitution would occur, and then after completion of the time and prostitution, the entertainer or patron would potentially provide additional money to OTB staff or bouncers.

- e. That beyond management and security receiving additional financial compensation to aid in the prostitution, OTB itself collects financial proceeds from these "VIP" room rentals and splits the end payout between staff and the entertainer/female prostitute.
- f. That many of the women interviewed by police and associated with the prostitution activities or human trafficking within OTB identified that bouncers were paid to turn off the lights in VIP rooms so that prostitution activities could occur. Nearly all of the victims of the trafficking identified this same practice within OTB, including paying off certain individuals to ensure the prostitution could occur. One female victim even identified that she had performed a sex act with the lights on and was told by management that she could only do so with the lights down.
- g. That Brian Hopkins would take cash payments from known pimps in order to have trafficked women installed into OTB and or continue working at OTB and engage in prostitution activities.

11. That Hopkins also admitted to Police that he was aware that prostitution was occurring at OTB while he was managing the establishment. He was told by ownership not to worry about the

prostitution. Hopkins admitted that prostitution increased at OTB around 2018 or 2019. Hopkins stated he originally pushed back against the practice, but once it became clear ownership was not concerned, he stopped trying to enforce precautions or rules. Hopkins further stated that “all of us” knew or were aware that prostitution was occurring at OTB.

12. That through this multi-year investigation, Police reported that OTB had been discussed within an online forum that identifies locations where prostitution occurs. This forum included alleged testimonials of sex acts following the patterns identified in paragraph 10 of this complaint. The posts identified ranged from December 2023 through October of 2024. These forums include information such as “with the passing of Danny last month, I recently heard from some of the girls that some changes have been instituted over the past few days at On the Border. Apparently tipping security no longer ensures that the lights can be turned off in the VIP rooms anymore.”

13. That the Franklin Police Department aided in searching the trash from OTB on or about March 27, 2023. This search revealed 14 condom wrappers and three used condoms within OTB’s trash. Statements from OTB staff also confirmed that the premises had maintained a condom vending machine in the restroom until approximately 2024 and that used condoms had been found within a VIP room.

#### **Count 2: Drug Activity**

14. Through their investigation, the Franklin Police Department was made aware that drug dealing has been known to occur at OTB, specifically marijuana, cocaine and heroin.

15. That Hopkins stated that staff has previously administered Narcan, a medication that can reverse opioid overdoses, to dancers in response to an apparent overdose.

16. That on or about October 14, 2025, emergency services were dispatched to OTB related to an overdose incident for a female at the establishment.

### **Count 3: Staff Incident**

17. That on or about January 27, 2025, an identified citizen witness had contacted police about being physically attacked by staff at OTB regarding a dispute about payment for a VIP room. Police reviewed surveillance video of the incident. The video depicts at least five employees of OTB fighting three patrons. These OTB employees were charged with criminal offenses related to their involvement. The charges have resulted in criminal convictions for the employees involved in the fight at the licensed premises.

18. Police also investigated an incident from the same night where the OTB employees identified an uninvolved male party who had recorded a video of the fight on January 27, 2025. Several OTB employees also attacked this individual, took his phone, and deleted the video he had recorded of the fight.

### **Count 4: Service to Intoxicated Persons**

19. That the Franklin Police Department investigated a potential fraud or theft complaint at OTB on or about April 17, 2025. The underlying complainant believed he may have been drugged at OTB before having money stolen from him. To investigate this complaint, police reviewed camera footage of the complainant within the establishment. This camera footage showed the complainant had been served at least six alcoholic mixed drinks and a shot while at OTB. Police reported that the level of intoxication over the six or more drinks increased and that the individual appeared heavily intoxicated to the extent that bar staff was required to assist him in obtaining more money from ATM and signing receipts for purchases at the bar. Ultimately police determined there was insufficient information to support the fraud complaint.

20. That on or about October 5, 2025, Franklin Police were dispatched to OTB regarding a female bar patron that had barricaded herself in the bathroom. Police identified this woman and determined that she was intoxicated.

21. That on or about November 22, 2025, Franklin Police were dispatched to OTB regarding an intoxicated person refusing to leave. Police responded and identified the subject as intoxicated and refusing to pay his bill for the drinks and entertainment at OTB that evening.

22. That on or about February 18, 2026, Franklin Police were dispatched to OTB regarding a potential sexual assault at the establishment. Through this investigation police spoke with the citizen complainant, a non-employee, who identified that the patron who had grabbed her was intoxicated. Police investigated the complaint and identified that a subject who they observed to be "stumbling" out of the bar and into a vehicle in the parking lot was the person of interest. This individual was determined to be heavily intoxicated at the bar.

**Count 5: Disorderly House**

23. That during the time of the underlying investigation identified in count one, approximately 2018-2026, there have been approximately 91 calls for Police Services to OTB. Those calls for service identified by Franklin Police Department are as follows:

<u>Case Number</u>	<u>Date of Incident</u>	<u>Case Type</u>
<u>26-004907</u>	3/21/2026	Fraud
<u>26-003983</u>	3/8/2026	Suspicious Circumstances
<u>26-002924</u>	2/18/2026	Sex Offense
<u>26-001011</u>	1/16/2026	Theft
<u>25-025450</u>	12/3/2025	Threat complaint
<u>25-024731</u>	11/22/2025	Trouble Customer

<u>25-024282</u>	11/15/2025	Trouble Customer
<u>25-023615</u>	11/4/2025	Threat Complaint
<u>25-022123</u>	10/14/2025	Rescue/Overdose
<u>25-021479</u>	10/5/2025	Trouble Customer
25-017836	8/19/2025	Fraud
25-014531	6/20/2025	Sex Offense
25-008361	4/19/2025	Theft/Fraud
25-001998	1/27/2025	Substantial Battery
25-002978	1/27/2025	Battery/False Imprison
24-031990	11/27/2025	DC, Resisting
24-028194	10/13/2024	Theft
24-027515	10/6/2024	Theft/Fraud
24-027038	10/1/2024	DC, Battery to LEO
24-019895	7/21/2024	DC, Poss of Drug Para
24-019090	7/14/2024	Rescue/ Overdose
24-016840	6/19/2024	51.45 High Intox
24-010812	4/22/2024	Suicide
24-006633	3/10/2024	Vehicle Fire
24-004270	2/13/2024	Warrant Arrest
24-001867	1/20/2024	Theft/Fraud
23-028398	12/13/2023	Theft/Fraud
23-020497	9/15/2023	ALPR/Flock Hit
23-018705	8/26/2023	Trouble Call, Warrant
23-014918	7/10/2023	Battery

23-014251	7/2/2023	DC/Weapons
23-009595	5/9/2023	Rescue/Battery
23-008728	4/27/2023	Fraud
23-002740	2/8/2023	Warrant Arrest
23-000197	1/4/2023	Fraud/Theft
22-029189	12/7/2022	Hit and Run Crash
22-028712	11/30/2022	ESBUDW/Point and Aiming
22-028496	11/27/2022	Poss w/Intent, CCW
22-028341	11/25/2022	DC/Battery
22-022776	9/18/2022	Point Aiming
22-021643	9/5/2022	Poss of Marijuana
22-021492	9/3/2022	Battery
22-020870	8/29/2022	Overdose
22-009979	4/28/2022	O.D, Poss of Cocaine
22-005964	3/10/2022	Warrant, Obstructing
22-004045	2/15/2022	DC, Eluding
22-003831	2/12/2022	Battery
22-002962	2/2/2022	DC
22-002261	1/24/2022	Theft
22-000006	1/1/2022	MV Theft
21-029661	12/19/2021	Battery
21-025673	11/13/2021	Poss of Drug Para
21-022452	10/9/2021	Warrant
21-019883	9/9/2021	Fraud on Innkeeper

21-019485	9/4/2021	Theft
21-012133	6/10/2021	Recovered prop Parapher
21-010777	5/25/2021	RES- Shooting
21-008369	4/25/2021	OWI
21-007849	4/18/2021	Warrant
21-007789	4/17/2021	DV/DC
21-005688	3/17/2021	Warrant
21-005180	3/10/2021	OWI, Poss Narco Drug
21-001242	1/19/2021	Poss of Marijuana
21-001237	1/19/2021	DV-Battery
21-000475	1/8/2021	stolen property
20-030105	11/29/2020	OWI
20-029215	11/17/2020	OWI
20-027408	10/27/2020	OWI
20-020539	8/1/2020	Receive Stolen Property
20-016596	6/19/2020	Fraud on Innkeeper, DC Threats
20-016118	6/14/2020	DV-Battery
19-028441	10/27/2019	Fraud on Innkeeper, DC/Resisting
19-028429	10/26/2019	Battery
19-022416	8/22/2019	Fraud on Inkeeper
19-022003	8/19/2019	OWI, Poss of Cocaine
19-019789	7/28/2019	Warrant
19-019422	7/24/2019	Capture nude image
19-013164	5/22/2019	DC

19-012640	5/17/2019	Poss of Marijuana and Para
19-008912	4/8/2019	Aggravated Battery
19-008842	4/7/2019	Warrant
19-008104	3/30/2019	Poss of Marijuana, CCW
19-004857	2/24/2019	Poss of Marijuana
19-004292	2/19/2019	Theft
19-001022	1/13/2019	Warrant
19-000358	1/5/2019	DC
18-026966	11/4/2018	DC
18-026777	11/2/2018	Battery
18-025748	10/22/2018	Fraud on Innkeeper, DC, Batt
18-014777	6/22/2018	OWI
18-010414	5/5/2018	Battery, Obstructing

24. These calls for service do not demonstrate whether or not enforcement action was taken by the Franklin Police Department against OTB, but instead demonstrates the frequency and nature of calls for service that police must respond to related to OTB between 2018 and 2026 and the impact on the general community based on the practices and issues at OTB.

**III. VIOLATIONS OF STATE LAW AND LOCAL CODE:  
REVOCATION, SUSPENSION, OR NONRENEWAL**

A. Suspension, Revocation, or Nonrenewal of "Class B" Intoxicating Liquor License and Class "B" Fermented Malt Beverage License:

The "Class B" Intoxicating Liquor License and Class "B" Fermented Malt Beverage License issued within license no. 26-4471 to H. B & H, LLC, doing business as "On the Border" for the licensed premises at 10741 S. 27th Street, is subject to suspension, revocation, or non-

renewal pursuant to Wis. Stat. § 125.12(2) and Franklin Municipal Code § 158-9, based upon the following:

1. H, B, and H, LLC is in violation of Wis. Stat. §§ 125.12(2)(ag)1 and 125.07(2)(a)1, and Franklin Municipal Code § 158-1, for procuring, selling, dispensing, or giving away alcohol to persons who are intoxicated based upon Count 4 of this Complaint.
2. H, B, and H, LLC is in violation of Wis. Stat. § 125.12(2)(ag)2 for maintaining a disorderly or riotous indecent or improper house based upon:
  - a. Count 1 relating to the establishment allowing prostitution and human trafficking at the licensed premises from at least 2019-2024 and later.
  - b. Count 3 relating to a significant fight at the establishment that resulted in employees of OTB being charged and convicted for criminal battery.
  - c. Count 5 relating to the frequency and nature of the calls for service associated with OTB from 2018-2026, including various police investigations of disorderly conduct, fights, sexual activity, drug activity, and fraud, all of which demonstrate OTB is a disorderly or riotous, indecent or improper house.
3. H, B and H, LLC is in violation of Wis. Stat. § 125.12(2)(ag)6 for knowingly allowing another person on the premises to possess, distribute, or deliver a controlled substance or controlled substance analog based upon Count 2 of the Complaint.

B. Suspension, Revocation, or Nonrenewal of the Entertainment and Amusement License:

The Entertainment and Amusement license within license no. 26-4471 issued to H, B & H, LLC, doing business as "On the Border" for the licensed premises at 10741 S. 27th Street, is

subject to suspension, revocation, or non-renewal pursuant to Franklin Municipal Code § 121-24 based upon the following:

1. Suspension, revocation, or denial of re-issuance of the Entertainment and Amusement license is in the best interest and for the good order of the city based upon Count 1, 2, 3, 4, and 5 of this complaint. These violations individually and together demonstrate the negative impact this establishment has on the City and continued operation with the Entertainment and Amusement license is not for the good order of the city.
2. That suspension or revocation of the Entertainment and Amusement license is appropriate when the licensee is in violation of any of the Franklin Municipal Ordinances relevant to operation of said business. OTB is in violation of Franklin Municipal code § 183-57 for operating a house of prostitution as alleged in Count 1 of this complaint, § 183-23 A for allowing the possession or sale of controlled substances as alleged in Count 2 of the complaint, §§ 183-49 and 183-58 for allowing disorderly behavior or battery to occur by employees as alleged in Count 3 of the complaint, and § 158-1 for sales to intoxicated persons as alleged in Count 5 of this complaint.

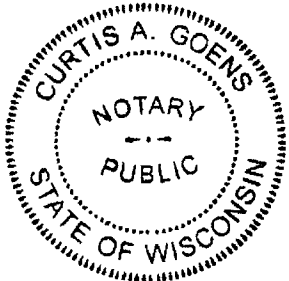
C. Suspension, Revocation or Nonrenewal of Cigarette License


The Cigarette License within license no. 26-4471 issued to H, B & H, LLC, doing business as "On the Border" for the licensed premises at 10741 S. 27th Street, is subject to suspension, revocation, or non-renewal pursuant to Wis. Stat. § 134.65(7) and Franklin Municipal Code § 102-1 A based upon the following:

1. Violation of Wis. Stat. § 134.65(7)(a)2 because the premise is disorderly, riotous, indecent, or improper as alleged in Counts 1, 2, 3, 4, and 5 of the complaint.
2. Violation of Wis. Stat. § 134.65(7)(a)3 for knowingly permitting criminal behavior including prostitution, to occur on the licensed premises, as alleged in Counts 1, 2, 3, and 4 of the complaint.
3. Violation of Wis. Stat. § 134.65(7)(a)5 for knowingly allowing another person to possess with the intent to deliver or distribute a controlled substance as alleged in Count 2 of the complaint.

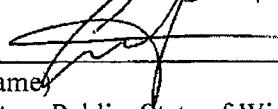
**WHEREFORE**, the complainant requests that the licensee named herein, H, B and H, LLC, doing business as "On the Border," by licensing agent Oscar Cobain, be summoned to appear before the License Committee of the Franklin Common Council to answer this complaint, and, if the material allegations in the complaint are denied, that a hearing be held to determine whether the licenses issued to H, B and H, LLC within license no. 26-4471 should be revoked, suspended, or non-renewed.

Dated this 2nd day of July, 2026.



By:   
 Assistant Chief Eric Stowers  
 Franklin Police Department

Subscribed and sworn to before me  
 this 2nd day of JULY, 2026.

  
 \_\_\_\_\_  
 (Name)  
 Notary Public, State of Wisconsin  
 My Commission expires: 01/22/2030

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<b>APPROVAL</b>	<b>REVISED REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 07/07/2026</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM/NUMBER H. 2.-</b>

See attached License Committee Meeting Minutes from the License Committee Meeting of July 7<sup>th</sup>, 2026.

**COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of July 7<sup>th</sup>, 2026.



414-425-7500

**License Committee Agenda  
Franklin City Hall Aldermen's Room  
9229 West Loomis Road, Franklin, WI  
July 7, 2026 – 5:25 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2025-2026 New 5:30 p.m.</b>	<b>Bryanna Mayen On The Border</b>			
<b>Operator 2026-2027 New</b>	<b>Bryanna Mayen On The Border</b>			
<b>Operator 2026-2027 New 5:40 p.m.</b>	<b>Vernon Wienke On The Border</b>			
<b>Operator 2026-2027 Renewal 5:50 p.m.</b>	<b>Shawn Murphy Tail Spin Pub &amp; Pizza</b>			
<b>Class A Combination 2026-2027 New 6:00 p.m.</b>	<b>Speedway LLC DBA Speedway 4455 (46529) Joseph Johnson, Agent 10001 West Church Street</b>			
<b>Extraordinary Entertainment &amp; Special Event 6:10 p.m.</b>	<b>Federation of Croatian Societies – 92nd Annual Croatian Festival Person in Charge: Thomas Krenz Location: 9100-9140 S 76<sup>th</sup> St Date of Event: Saturday, July 18, 2026</b>			
<b>Operator 2026-2027 New</b>	<b>Brooke Behringer Walgreens #05884</b>			
<b>Operator 2026-2027 New</b>	<b>Ryan Blum Rock Sports Complex/Ballpark Commons</b>			

<b>Operator 2026-2027 New</b>	<b>Antonio Chapa Pick 'n Save #6360</b>			
<b>Operator 2026-2027 New</b>	<b>Rebecca Deall Pick 'n Save #6360</b>			
<b>Operator 2026-2027 New</b>	<b>Kathleen Galipo Pick 'n Save #6360</b>			
<b>Operator 2026-2027 New</b>	<b>Michele Gilbert Iron Mike's</b>			
<b>Operator 2026-2027 New</b>	<b>Tiffany Gonzales Milwaukee Burger Company</b>			
<b>Operator 2026-2027 New</b>	<b>Lindsay Guman Irish Cottage</b>			
<b>Operator 2026-2027 New</b>	<b>Jayden Konicke Luxe Golf/Dog Haus/Brick</b>			
<b>Operator 2026-2027 New</b>	<b>Elizabeth Lipinski Walgreens #05884</b>			
<b>Operator 2026-2027 New</b>	<b>Maria Papp Rock Sports Complex/Ballpark Commons</b>			
<b>Operator 2026-2027 New</b>	<b>Mason Polinske Luxe Golf/Dog Haus/Brick</b>			
<b>Operator 2026-2027 New</b>	<b>Teegan Price Rock Sports Complex/Ballpark Commons</b>			
<b>Operator 2026-2027 New</b>	<b>Nathaniel Smith Kwik Trip #857</b>			
<b>Operator 2026-2027 New</b>	<b>Julie Sobanski Pick 'n Save #6360</b>			

<b>Operator 2026-2027 New</b>	<b>Siyanni Taylor Walgreens #05884</b>			
<b>Operator 2026-2027 New</b>	<b>Ronald Walters The Landmark</b>			
<b>Day Care 2026-2027</b>	<b>Cadence Education, LLC DBA Kids Connection of Rawson 3130 W Rawson Ave Katherine Kooi – On Site Director/Manager</b>			
<b>Day Care 2026-2027</b>	<b>Cadence Education, LLC DBA Discovery Days of Franklin 9758 S Airways Ct Danielle Palmer – On Site Director/Manager</b>			
<b>Day Care 2026-2027</b>	<b>Kindercare Education LLC DBA KinderCare 6350 S 108<sup>th</sup> St Michele Autorino – On Site Director/Manager</b>			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

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

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 7/7/2026</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER I</b>

Attached are vouchers dated June 12, 2026 through July 2, 2026 Nos. 207389 through Nos. 207626 in the amount of \$ 1,975,536.82. Also included in this listing are EFT Nos. 6540 through EFT Nos. 6564, Library vouchers totaling \$ 21,442.96, Tourism vouchers totaling \$ 17,524.88 and Water Utility vouchers totaling \$ 75,495.30.

Early release disbursements dated June 12, 2026 through July 1, 2026 in the amount of \$ 1,376,804.20 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of property tax disbursements, EFT Nos. 591 through Nos. 597 and EFT Nos. 370 (S) through Nos. 371 (S) dated June 15, 2026 through July 2, 2026 in the amount of \$ 2,380,517.10. \$ 27,153.52 represents refund reimbursements and \$ 2,353,363.58 represents settlements from US Bank. There is also an additional \$ 3,663,216.85 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated June 26, 2026 is \$ 480,239.11, previously estimated at \$ 492,000. Payroll deductions dated June 26, 2026 are \$ 695,344.57, previously estimated at \$ 700,000.

The estimated payroll for July 10, 2026 is \$ 479,000 with estimated deductions and matching payments of \$ 284,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of July 2, 2026 in the amount of \$ 1,975,536.82
- Payroll dated June 26, 2026 in the amount of \$ 480,239.11 and payments of the various payroll deductions in the amount of \$ 695,344.57 plus City matching payments and
- Estimated payroll dated July 10, 2026 in the amount of \$ 479,000 and payments of the various payroll deductions in the amount of \$ 284,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**