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

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
TUESDAY MARCH 17, 2026 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of March 3, 2026.
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
 - 1. JPM Acoustics Noise Monitoring Report for the Tacos & Tequila Event (September 13, 2025 at Ballpark Commons, Franklin Field).
 - 2. Country Rising Concert and Tacos & Tequila at Ballpark Commons, Franklin Field, Friday and Saturday, May 29th and 30th, 2026.
 - 3. A Resolution Creating Tax Incremental District No. 10, Approving its Project Plan and Establishing its Boundaries, City of Franklin, Wisconsin for Poth’s General development of the southeast corner area of South 76th Street and West Rawson Avenue.
 - 4. Consent Agenda:
 - (a) A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 800-9997-000.
 - (b) A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 854-0040-000.
 - (c) A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 848-9989-002.
 - (d) A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 896-9985-000.
 - (e) A Resolution Conditionally Approving a Land Combination for 9421 S 94th Street and 0 S. 96th Street (TKN 887-0060-000 and 887-0069-000) (Michael and Michelle Degrave, Applicants and Property Owners).

- (f) A Resolution Authorizing Franklin Director of Health and Human Services to Sign the 2026 Alliance WI Youth State Opioid Response (Sor4) Prevention Grant.
- 5. A Resolution to Authorize a Contract With GRAEF-USA, INC., raSmith, Ruekert & Mielke, and Foth Infrastructure & Environment, LLC to Provide Public Infrastructure Construction Inspection for 2026 and 2027.
- 6. A Resolution to Authorize a Contract with Harwood Engineering Consultants, Ltd. to Provide Storm Water Management Plan Reviews and Other On-Call Services for 2026 and 2027.
- 7. A Resolution to Authorize a Contract with GRAEF-USA, INC. to Provide Storm Water Management Plan Reviews and Other On-Call Services for 2026 and 2027.
- 8. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with I-Franklin, LLC – Franklin Medical Office. 5414 W. Rawson Ave, TKN 741-9004-000.
- 9. A Resolution for Acceptance of a Water Main Easement at 5414 W. Rawson Ave., TKN 741-9004-000.
- 10. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Midland Associates, LLLP – Aldi Stores 7765 S. Lovers Lane Rd., TKN 795 9001 000.
- 11. An Ordinance to Repeal Chapter 87 Bicycles, and to Recreate Chapter 87 Entitled Bicycles, Electric Bicycles and Electric Scooters, of the Municipal Code of Franklin, Wisconsin.
- 12. A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for a Light Industry Use Upon Property Located at 9800 S. 60th Street (TKN 899-9990-022), (Jonas Builders, Inc., Property Owner) (PtP Spanco Midwest, Inc., Applicant).
- 13. Concept Review for a Development Proposal for Advenir Azora Development, LLC 7631 S. 31st Street. (TKN 786-9987-000), (Joann Rubio, Advenir Azora Development, LLC, Applicant).
- 14. Authorize Director of IT to Enter into a Three-Year Licensing Agreement with ERSI ArcGIS.
- 15. A Resolution Authorizing the Issuance of a \$1,500,000 Taxable Tax Increment Project Municipal Special, Limited Revenue Obligation Bond to Carma Laboratories, Inc. dated March 17, 2026.
- 16. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the TID 9 Capital Projects Fund to Provide \$195,580 of Developer Incentive Appropriations for the Payment of the Municipal Revenue Obligation Bond (“MRO”) within the Carma Laboratories, Inc. Development Agreement.
- 17. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the Police Grants Fund to Provide \$240,330 of Grant Resources and Appropriations for the Community Policing Development: Supporting Agencies Seeking Accreditation Grant.

18. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund, Capital Outlay Fund, Equipment Replacement Fund, and Capital Improvement Fund to Provide Carry Forward Appropriations from the 2025 Annual Budget for Specifically Identified Projects and Uses in the Amount of \$314,388.00.
19. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund, Police Grant Fund, Capital Outlay Fund, Equipment Replacement Fund, TID 6, TID 8, TID 9 Capital Projects Funds, Capital Improvement Fund, Street Improvement Fund, and Sewer Fund For Fiscal Year 2026 to Approve Budget Encumbrances from the 2025 Budget as Amendments to the 2026 Budget.
20. 2026 Sanitary Sewer User Fee Review & Establishment.
21. An Ordinance to Amend Chapter 218, Article II Recycling, of the Municipal Code of the City of Franklin, Wisconsin, Which Provides for the Administration of an Effective Recycling Program, to Comply with the Wisconsin Department of Natural Resources Amendments to the Wisconsin Administrative Code for Recycling Rule Revision to be Applied by Local Government Responsible Units, for Statewide Materials Recycling and Effective Recycling Programs.
22. Budget Preparation Timetable for the 2027 Budget.
23. Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of March 17, 2026.

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

J. Adjournment.

Common Council Meeting Agenda
March 17, 2026
Page 4

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

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

REMINDERS:

March 19	Plan Commission	6:00 p.m.
April 7	Spring Election	7:00 a.m.-8:00 p.m.
April 8	Common Council	6:30 p.m.
April 9	Plan Commission	6:00 p.m.
April 21	Common Council	6:30 p.m.
April 23	Plan Commission	6:00 p.m.

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 3, 2026
MINUTES

ROLL CALL	A.	The regular meeting of the Franklin Common Council was held on March 3, 2026, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.
CITIZEN COMMENT	B.	Citizen comment period was opened at 6:33 p.m. and was closed at 7:09 p.m.
MINUTES FEBRUARY 18, 2026	C.	Alderman Hasan moved to approve the minutes of the Common Council meeting of February 18, 2026, as presented. Seconded by Alderman Craig. All voted Aye; motion carried.
MAYORAL APPOINTMENTS	E.	Alderwoman Day moved to confirm the following Mayoral Appointment: Rhandi Rios, 4313 W. Hunters Ct., Ald. Dist. 4-Civic Celebrations, 3 year unexpired term expiring 06/30/28. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
COUNTRY RISING CONCERT AND TACOS & TEQUILA	G.6.	Alderwoman Eichmann moved to table to the March 17, 2026, Common Council meeting. Seconded by Alderman Hasan. On roll call, Alderman Craig, Alderman Salous, Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli voted Aye; Alderwoman Day voted No. Motion carried.
RES. NO. 2026-8432 STORM WATER ACCESS AGREEMENT AND EASEMENT	G.1.	Alderwoman Eichmann moved to adopt Resolution No. 2026-8432, A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM FRANKLIN AREA SCHOOL DISTRICT – FRANKLIN HIGH SCHOOL (8222 S. 51 ST ST., TKN 807-9999-001). Seconded by Alderman Salous. All voted Aye; motion carried.
RES. NO. 2026-8433 AMEND RES. NO. 2021- 7722 SPECIAL USE FOR OVERNIGHT PARKING	G.2.	Alderman Hasan moved to adopt Resolution No. 2026-8433, A RESOLUTION TO AMEND RESOLUTION NO. 2021-7722 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR OVERNIGHT PARKING FOR VEHICLES EXCEEDING 8,000 POUNDS MANUFACTURED GROSS VEHICLE WEIGHT, TO ALLOW FOR WAREHOUSE, DISTRIBUTION AND STORAGE USES UPON PROPERTY LOCATED AT 3617 WEST OAKWOOD ROAD (JOE WISNIEWSKI, KRONES, INC., APPLICANT,

FRANKLIN INDUSTRIAL I LLC, PROPERTY OWNER).
Seconded by Alderwoman Day. All voted Aye; motion carried.

RES. NO. 2026-8434 MODIFICATION OF ACCESS UPON 2710 W. DREXEL AVE.	G.3.	Alderman Craig moved to adopt Resolution No. 2026-8434, A RESOLUTION TO ACCEPT A MODIFICATION OF ACCESS AND RELEASE OF A SETBACK UPON PROPERTY LOCATED ON A PART OF 2710 W. DREXEL AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY (TKN 786-9980-003) (BRIAN KONYN, NORTHWESTERN MUTUAL LIFE INSURANCE) (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS). Seconded by Alderman Salous. On roll call, Alderman Peccarelli, Alderman Hasan, Alderwoman Day, Alderman Salous and Alderman Craig voted Aye; Alderwoman Eichmann abstained. Motion carried.
RES. NO. 2026-8435 REVISED TWO-LOT CERTIFIED SURVEY MAP	G.4.	Alderman Craig oved to adopt Resolution No. 2026-8435, A RESOLUTION CONDITIONALLY APPROVING A REVISED TWO-LOT CERTIFIED SURVEY MAP, BEING A PART OF A PART OF PARCEL 1, IN CERTIFIED SURVEY MAP NO. 7389, BEING IN THE SOUTHWEST ¼ AND SOUTHEAST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼, ALL IN SECTION 12, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BRIAN KONYN, NORTHWESTERN MUTUAL LIFE INSURANCE) (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS). Seconded by Alderman Salous. On roll call, Alderman Craig, Alderman Salous, Alderwoman Day, Alderman Hasan, and Alderman Peccarelli voted Aye; Alderwoman Eichmann abstained. Motion carried.
RES. NO. 2026-8436 CONDITIONAL USE FOR UNIT UPON 8866 W. PUETZ RD.	G.5.	Alderwoman Eichmann moved to adopt Resolution No. 2026-8436, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A CONDITIONAL USE FOR AN ATTACHED ACCESSORY DWELLING UNIT UPON PROPERTY LOCATED AT 8866 W. PUETZ ROAD (TKN 839-9997-009, BENJAMIN BLOMQUIST, PROPERTY OWNER AND APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried.
MOLD REMEDIATION AT FIRE STATION #1 UPDATE	G.7.	Alderwoman Eichmann moved to accept the report and place on file. Seconded by Alderman Peccarelli. All voted Aye; motion carried.
PUBLIC DONATION	G.8.	Alderman Hasan moved to accept a \$700.00 public donation from the residents of the Sacred Heart at Monastery Lake Senior complex

(Fund 28-0000-4731) and to spend the funding on firefighter health and wellness (Fund 28-0221-5329-7081). Seconded by Alderwoman Eichmann. All voted Aye, motion carried.

ORD. NO. 2026-2723
AMEND ORD. NO. 2025-
2712 FOR THE PUBLIC
HEALTH
INFRASTRUCTURE
GRANT

G.9. Alderman Craig moved to adopt Ordinance No. 2026-2723, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGETS FOR THE HEALTH GRANT FUND TO PROVIDE RESOURCES AND APPROPRIATIONS FOR THE APPROVED PUBLIC HEALTH INFRASTRUCTURE GRANT, pending technical corrections by City staff. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. NO. 2026-2724
UPDATE CHAPTER 169

G.10. Alderwoman Eichmann moved to adopt Ordinance No. 2026-2724, AN ORDINANCE TO AMEND §169-1 OF THE MUNICIPAL CODE, "LICENSES REQUIRED" TO UPDATE THE HEALTH DEPARTMENT LICENSE CATEGORIES AND FEES AS REFERRED TO BY §138-28 OF THE MUNICIPAL CODE, "FEES," pending technical corrections by City staff. Seconded by Alderman Hasan. All voted Aye; motion carried.

FRANKLIN HEALTH
DEPARTMENT ANNUAL
REPORT 2025

G.11. Alderman Hasan moved to accept the report and place on file. Seconded by Alderman Craig. All voted Aye; motion carried.

RES. NO. 2026-8437
CRISIS24 INC. SERVICE
AGREEMENT

G.12. Alderwoman Eichmann moved to adopt Resolution No. 2026-8437, A RESOLUTION AUTHORIZING THE EXECUTION OF THE 2026-2029 SERVICE AGREEMENT WITH CRISIS24 INC. FOR THE CITY OF FRANKLIN EMERGENCY NOTIFICATION SYSTEM, pending technical corrections by City staff. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of March 3, 2026:

Grant New 2025-26 Operator License to: Brooke Behringer, Oriana Markovic, Damon Potrykus, & Shannon Scheit;
Grant Extraordinary Entertainment & Special Event to Mulligan's Irish Pub & Grill, St. Patrick's Day Weekend and Party, Brian Francis, 8933 S 27th Street, 3/14/2026 & 3/17/2026;
Grant Class A Combination Change of Agent 2025-26 to Ultra Mart Foods, LLC, DBA Pick n Save #6360, Krystal Murphy, Agent, 7201 S 76 St.

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

VOUCHERS AND
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of February 26, 2026 in the amount of \$6,613,636.66, and payroll dated February 20, 2026 in the amount of \$470,764.68 and payments of the various payroll deductions in the amount of \$578,957.50 plus City matching payments, and estimated payroll dated March 6, 2026 in the amount of \$478,000 and payments of the various payroll deductions in the amount of \$291,000, plus City matching payments. Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
POTENTIAL
DEVELOPMENTS AT S.
OAKWOOD PARK DR.
AND W. RYAN RD.

- G.13. Alderwoman Eichmann moved to enter closed session at 7:45 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the properties at the southwest corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 7:46 p.m.

Mayor Nelson reconvened at 7:52 p.m.

Upon reentering open session at 8:12 p.m., no action was taken.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 8:13 p.m. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/17/2026
REPORTS & RECOMMENDATIONS	Receive and Place On File JPM Acoustics Noise Monitoring Report for the Tacos & Tequila Event (September 13, 2025)	ITEM NUMBER 2.1. District # 6

The purpose of this item is to transmit to the Common Council the Noise Monitoring Report prepared by JPM Acoustics Noise Vibration regarding the Tacos & Tequila Festival event held at Franklin Field on September 13, 2025, and to receive and place the report on file.

The report was prepared by the City's contracted acoustic consultant and provides measured sound level data collected during the event at multiple monitoring locations near the Ballpark Commons/ROC Ventures development.

BACKGROUND

- The City retained JPM Acoustics Noise Vibration to provide professional acoustic consulting services related to sound monitoring, mitigation analysis, and event sound compliance associated with activities at the Ballpark Commons development.
- On September 13, 2025, the Tacos & Tequila Festival was held at Franklin Field.
- During the event, four monitoring systems were used to collect sound level data, including three stationary monitoring stations and one mobile hand-held monitoring device operated by the acoustic engineer.
- Monitoring locations included:
 - The ROC property line near the GolfLuxe building
 - A residential property at 8610 W. Hathorne Lane
 - A residential property at 7146 Brunn Drive
- The consultant's report indicates that ROC event sound levels were expected not to exceed 75 dBA (LMax) at the property line during the event.
- According to the report, one primary exceedance occurred between approximately 9:12 PM and 9:23 PM, after which the consultant reports that the event audio mixer was notified and sound levels were reduced.
- The consultant also noted a momentary exceedance of approximately 76 dBA at 10:17 PM, along with additional brief noise events attributed to nearby parking lot activity earlier in the evening.
- The full report, including monitoring data, graphs, and location maps, has been provided to the City and is attached for Council review.

ANALYSIS

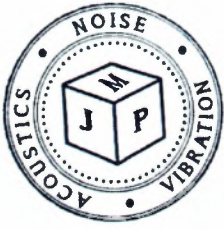
The attached report documents sound measurements collected during the September 13, 2025, event and provides supporting figures and monitoring data. Because the report represents the consultant's technical analysis, the recommended action is limited to receiving the document and placing it on file so that the information becomes part of the public record. Future Council discussions regarding sound mitigation strategies, event management, or policy considerations may reference this and other monitoring data collected during the 2025 event season.

FISCAL IMPACT

There is no direct financial impact associated with receiving and placing this report on file.

REQUESTED COUNCIL ACTION

Motion to receive and place on file the JPM Acoustics Noise Monitoring Report dated October 27, 2025, regarding sound monitoring conducted during the Tacos & Tequila Festival held on September 13, 2025.



2025

Noise Monitoring Report

Owner: City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132

Project: Franklin Field - Taco & Tekila Festival

John Matagos – Meng, MMus
Principal Acoustical Engineer

JPM Acoustics Noise Vibration
10/27/2025



October 27, 2025

City of Franklin, WI

9229 West Loomis Road, Franklin, Wisconsin 53132

Attention: Kelly Hersh

Subject: Tacos & Tekila Festival _Noise Monitoring Report _ 09/13/2025



JOHN MATAGOS LLC

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INTRODUCTION

The purpose of this document is to present measured Noise Level Data obtained during the Tacos & Tekila Festival, that took place within the Franklin Field property, on Saturday, September 13, 2025.

Four (4) monitoring systems were utilized during the event to collect noise level data at identified key locations. Three (3) of the monitoring systems were stationary, and one (1) was hand held and operated by principal acoustical engineer and noise consultant, on and off site during the event.

The purpose of this document is to document data collected with a brief analysis for use by the city representative/s and the local Police Department.



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MONITORING STATIONS

The four (4) noise monitoring stations used for the Tacos & Tekila Event are presented in Table 1, below. Their abbreviated description will be used for the remaining of this document. Additionally, hand help noise monitor/s were used for short duration measurements, imperative for noise level evaluation and mitigation analysis in the following stage of the project.

Table 1. Noise Monitoring Stations

Abbreviations	General Description	Equipment ID
ST1	Stationary Noise Monitoring Stations	SV 977 - 46413
ST2		SV 977 - 46425
ST3		SV 977 - 46426
MV1	Movable (Hand Held) Noise Monitor	SV 977 - 46424

Noise level data for Stationary locations (ST1, ST2, ST3) are presented in **APPENDIX A** of this document. Noise level data collected with the movable hand-held noise level analyzer (MV1) are presented in **APPENDIX B** of this document. **Figures** illustrate data in LAeq and LMax, **Maps** illustrate locations of measurement points. Numerous measurements were obtained with the Hand held monitor. Only the positions relevant to specific event city licensed issued are included in this report. ROC – Tacos & Tekila event sound levels to not exceed 75 dBA (LMax) at the property line/s of ROC.

ST1, was located at the property line of ROC, same position as the ROC monitoring station near the Golf Luxe building. ST2, was located on the property of 8610 W Hathorne Ln. ST3 was positioned on the property of 7146 Brunn Dr.



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DATA ANALYSIS

Exceedances of potential interest are noted in **Table 2** that follows. Additionally, all acquired data are illustrated in APPENDIX - A, by the end of this report.

Table 2. Noise Level Exceedances / Events of Interest

DATE & TIME	ST1	MV1
	L_{Max} (dBA)	L_{Max} (dBA)
9.13.2025, 9:12 PM – 9:23 PM	75 - 82	-
9.13.2025, 9:32 PM	77	76
9.13.2025, 10:17 PM	76	-

There was only one main exceedance on September 13th, between 9:12 PM and 9:23 PM. With multiple events exceeding 75 dBA. Action taken was to inform ROC audio mixer at 'front of house' to reduce loudness. With acoustical engineer onsite verifying levels at property line were reduced sufficiently to maintain levels under 75 dBA.

An additional momentary exceedance of 76 dBA occurred at 10:17 PM.

From Figure A1, it is also observed that additional momentary exceedances occurred prior to the hour of 9:00PM. These were due to parking lot activity in near vicinity to the monitoring station ST1.



John Matagos
Principal Acoustical, Noise & Vibration Consultant

Masters in Acoustical Engineering. MEng (Honors) - University of Southampton - I.S.V.R
Masters in Acoustic Composition. MMus (Honors) - University of London – Goldsmith

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APPENDIX -- A

"Graphic Representation of Data Obtained ST1, ST2, ST3"



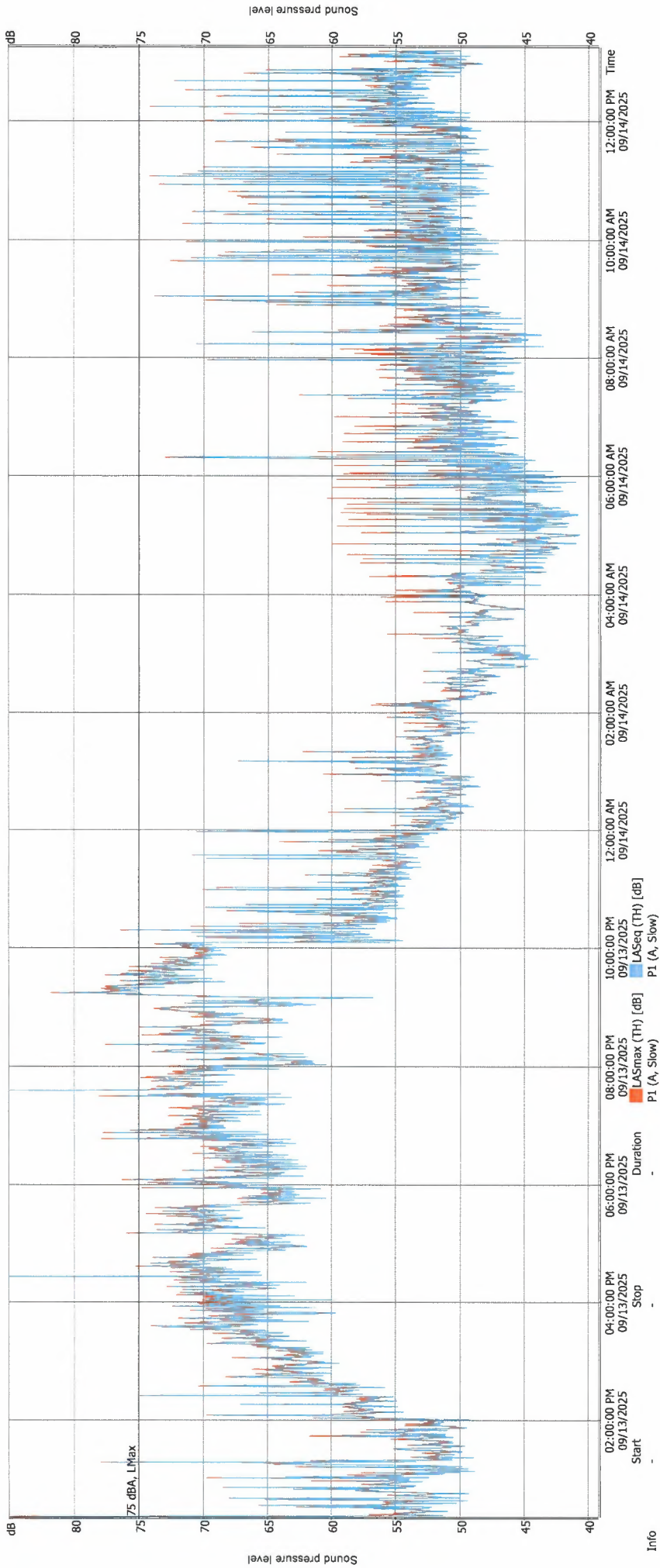
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Figure A1. ST1 – 46413



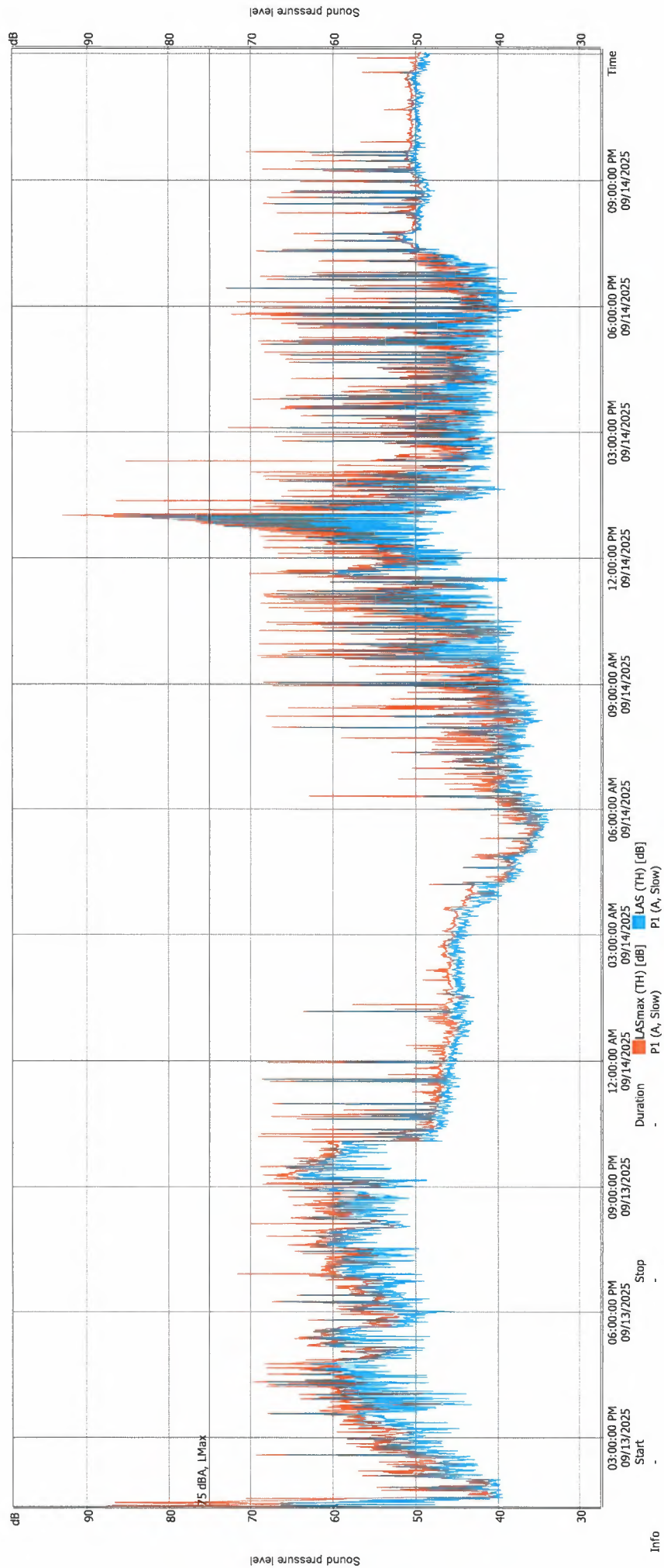
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Figure A2. ST2 – 46425



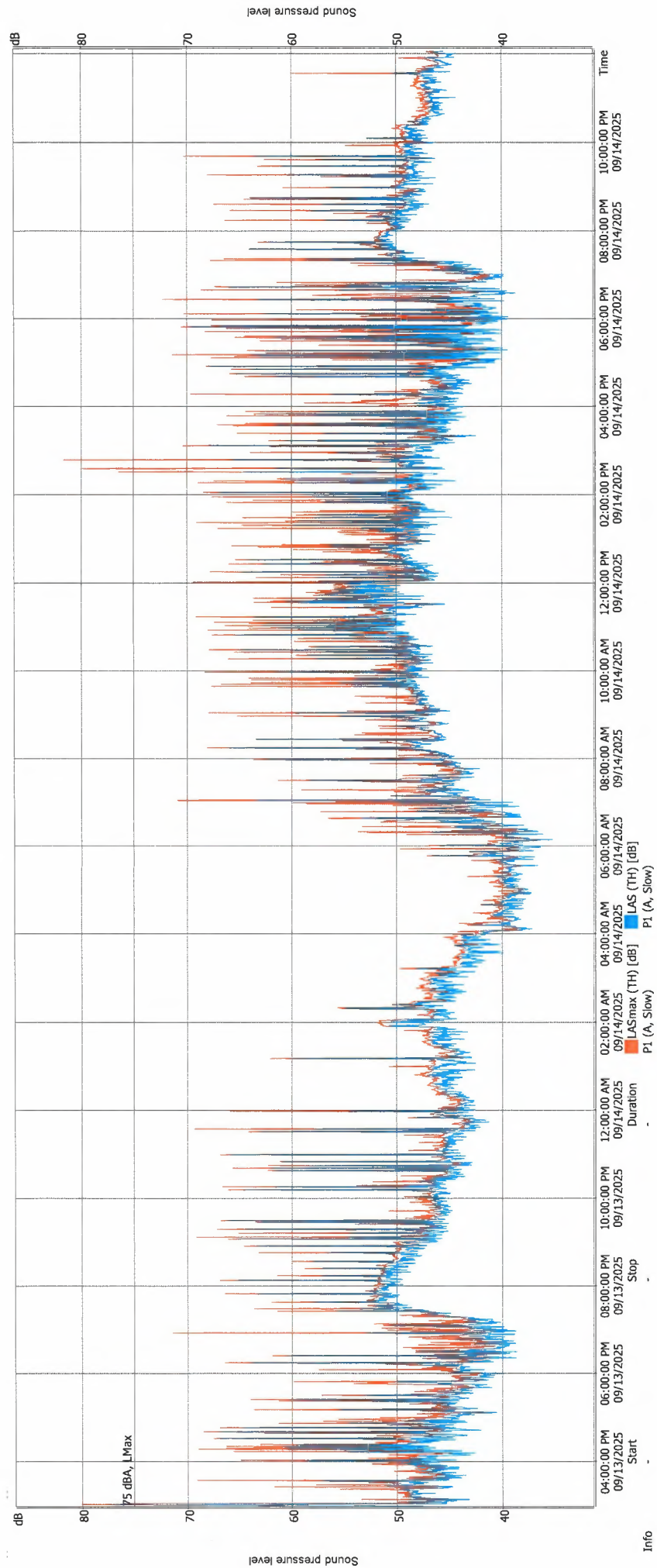
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Figure A3. ST3 -- 46426



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Map A1. Locations ST1, ST2.



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The map shows the Milwaukee area, including the Milwaukee River, Koshong Lake, and various parks and landmarks. A red dashed box highlights the address 7146 Brunn Dr. A red arrow points to the location of the property.

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APPENDIX – B

"Graphic Representation of Data Obtained MV1"



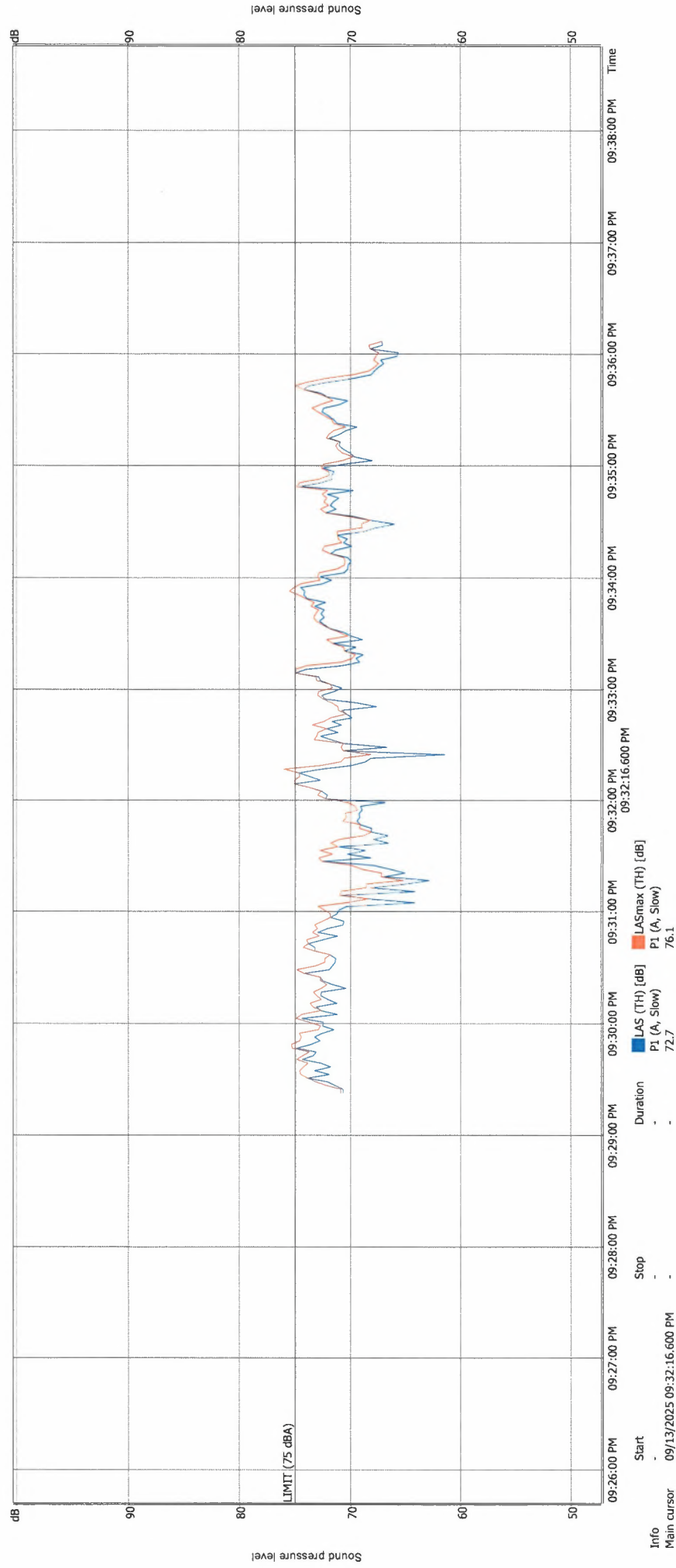
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Figure B1. Movable monitor MV1 (Hand Help). Measurement at position ST1 after main exceedance event.



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3-17-26
REPORTS & RECOMMENDATIONS	COUNTRY RISING CONCERT AND TACOS & TEQUILA	ITEM NUMBER 12. Ald. Dist 6

At the request of the Common Council, the application for Country Rising Concert Festival and Tacos & Tequila, Extraordinary Entertainment and Special Event application is coming back for further discussion and action.

COUNCIL ACTION REQUESTED

Motion to approve ROC Ventures – Country Rising Concert and Tacos & Tequila Concert Festivals 2026, applicant ROC Ventures (Michael Zimmerman & Carinn Hoffmann) with Social House Entertainment, event to be held at 7035 S. Ballpark Dr., Franklin Field, Friday and Saturday, May 29th and 30th.

Or as directed.

COMMON COUNCIL



9229 W Loomis Rd, Franklin, WI 53132-9630
Telephone: 414-425-7500

City Clerk's Office
Fax: 414-425-6428

EXTRAORDINARY ENTERTAINMENT & SPECIAL EVENT APPLICATION

Application must be received a minimum of 30 working days prior to event.

Applicant Name Carinn Hoffmann

Name & Description of Event Country Rising Concert Festival & Tacos & Tequila Concert Festival

Event Location (address and full description) 7035 S. Ballpark Dr. Franklin WI 53132

Owner of Property Michael Zimmerman

Day(s) and Date(s) of Event Setup Begin 05/25 - Show Date 05/29 & 05/30

Start Time 11am End Time 11pm

Duration of Show (for fireworks displays) _____

Setup Date(s)/Time(s) 05/25 - 05/30 (8am-11pm)

Breakdown Date(s)/Time(s) 05/30 - 11pm - 06/02 12pm

Maximum number attending per day 10,000

Maximum number of tickets to be sold (if any) per day 10,000

(If corporation, attach certified copy of Articles of Incorporation together with the name, age, residence and mailing address of each person holding more than 10% of the stock.)

Person in Charge of Event Name: ROC Ventures (Michael Zimmerman & Carinn Hoffmann) Social House
Entertainment

Address (including City/State/Zip) 7044 S. Ballpark Dr. Franklin WI 53132

Home phone _____ Cell 414-364-6660

E-mail _____ Business phone 414-285-3448

Fax _____ Business E-Mail Carinnh@rocventures.org

7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots and shuttle services.
8. Provide plans for telephone services, including source, number and location.
9. Provide plans for security, including number of guards, deployment, names, addresses, credentials and hours of availability.
10. Provide plans for fire protection, including number, type and locations of all protective devices, including alarms & extinguishers, number of emergency fire personnel available.
11. Provide plans for sound control and amplification, including numbers, locations and power of amplifiers & speakers.
12. Provide plans for food and beverage concessions and concessionaires, including names, addresses and license or permit numbers.
13. Provide plans and specific descriptions for each of any other type of vendor or provider of amusements or entertainments, including names, addresses and license or permit numbers.
14. Provide Certificate of Insurance no later than 10 days prior to the event.
15. ☒ \$175.00/day consecutive day event with no breaks up to four days *2 day 5*
☐ \$750.00 Multi-day event (five days or more events, flat fee)
☐ bond ☐ letter of credit ☐ cash deposit
(due no later than 10 days prior to the event, based upon anticipated cost of services)
_____ Police services
_____ Fire services
_____ Health Department services, if needed
_____ Total estimated costs
16. Decibel limit will not exceed _____ decibels. - *see #16 attached*

Applicant agrees to indemnify and save harmless the City of Franklin from and against any and all liabilities, claims, demands, judgments, losses and/or all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, arising in any way as a consequence of the granting of a license for this special event. Applicant affirms that the statements contained in this application are true and correct to the best knowledge of Applicant.

Date 1/26/2020

Carmin H. Johnson
Signature of Applicant

RECEIVED 1-26-20 REPORTED TO COUNCIL _____ LICENSE # _____ SERVICE FEE TO BE INVOICED _____

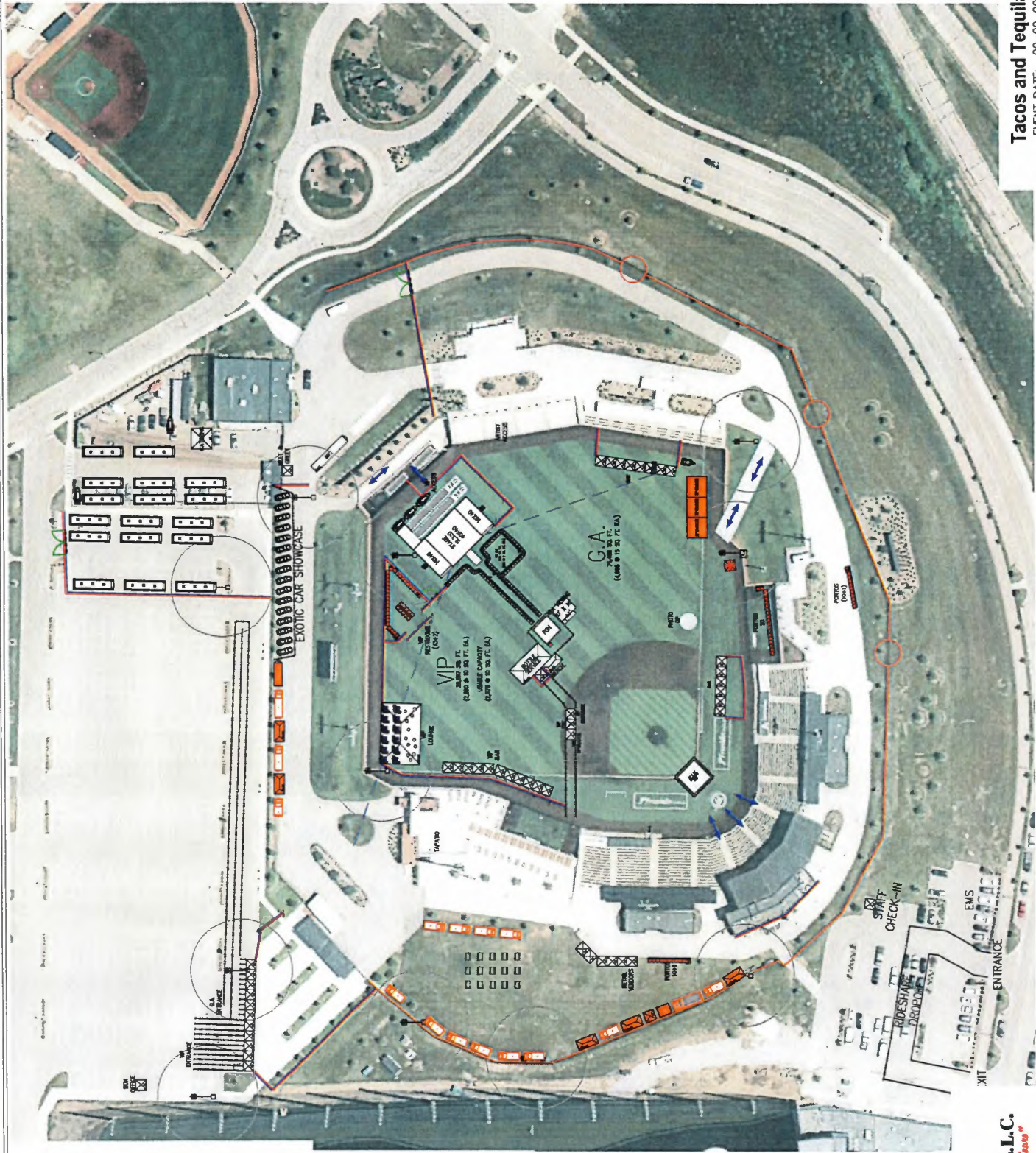
ROC Ventures
Summer Music Festival
May 2026

1. Provide plans to limit the maximum number of people permitted to assemble.
 - a. Franklin Field capacity in this application using formula of 1 person per 7 sq ft is 13,627. Based on prior experience, restroom capacity (temporary and permanent), and parking; 2026 event maximum capacity will be limited to 10,000 attendees. Tickets are limited on inventories are to not exceed this number.
2. Provide plans for fencing the location of the special event and the gates contained in such fence. A detailed drawing must be submitted as part of this application.
 - a. The event will utilize the existing infrastructure of Franklin Field. Fencing and barricade will be in place to assist in crowd control. Additional box office gates will be added, and appropriate queue lines constructed based on attendee count. Rideshare box office will be temporarily added to the south gate. Please refer to the attached site plan for details.
3. Provide plans for supplying potable water, including the source, amount available, and location of outlets.
 - a. The event will utilize the existing infrastructure of Franklin Field. Please refer to the attached site plan
4. Provide plans for providing toilet and lavatory facilities, including the source, number, location, type and means of disposing waste.
 - a. The event will utilize the existing infrastructure of Franklin Field. Additionally, portable toilets and handwash stations will be added to the field and concourse levels. Please refer to the attached site plan
5. Provide plans for holding, collecting, & disposal of solid waste material.
 - a. Existing infrastructure will be used for collection and disposal of trash with the addition of disposable garbage containers distributed amongst concourse and field level. Increasing trash pickup schedules will limit the accumulation of trash. In addition, we will be add roll-off dumpsters for location specific trash pickup.
6. Provide plans, if any, to illuminate the location, including sources and amounts of power and location of lamps.
 - a. Existing field lighting, parking lot lighting, and general illumination which exists at Franklin field will be utilized. Additionally, theatrical lighting to support the musicians will be used. Please refer to attached site plan for location.
7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots, and shuttle services.
 - a. To monitor and control parking and traffic, we will hire parking attendants that will be equipped with flashlights, safety vests, and two-way radios to guide attendees into appointed lots. In addition to our current special event parking plans, overflow lots will be utilized as needed with shuttle services provided. See attached plan.
 - b. This will be a prepaid-only parking event. Paid parking will limit vehicle count and traffic

KEY

	47 QTY.
	8 QTY.
	0 QTY.
	1 QTY.
	300 QTY.
	7 LONG BACK RACK
	ADA PORT-O-LET
	STANDARD PORT-O-LET
	BARRICADE-WALL
	FENCE-4'
	FENCE-6'
	MAT-0004
	VIP CAPACITY
	G.A. CAPACITY

VIP CAPACITY
2,850 • 7 SQ. FT. EA.
G.A. CAPACITY
4,968 • 15 SQ. FT. EA.



B. Brungardt Enterprises, L.L.C.
"CAD Solutions for Unions and Trade"
www.b-e-ent.com
(888) 740-2223

Tacos and Tequila
EVENT DATE: 00-00-00
REV. DATE: 11-25-25

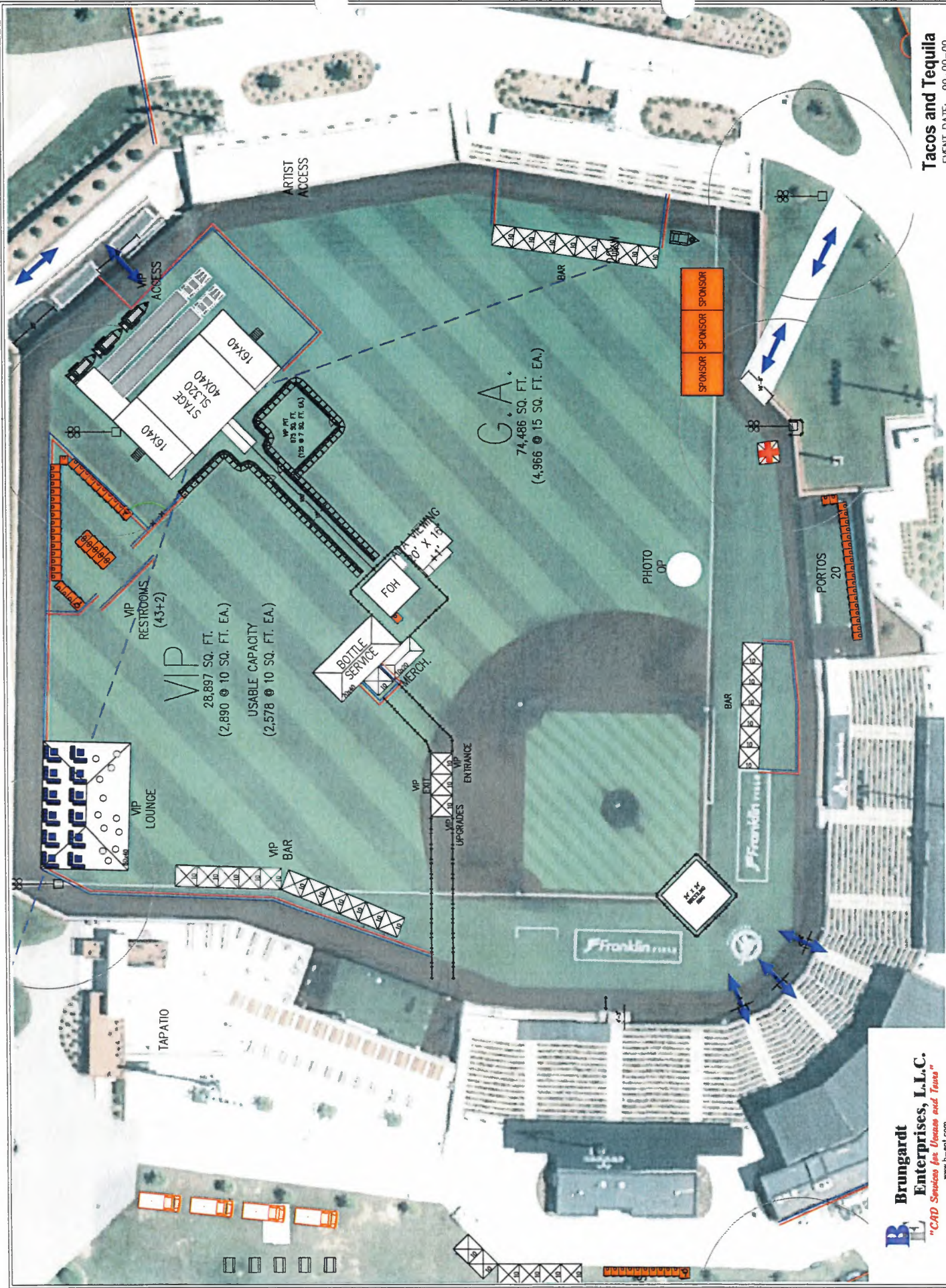
Milwaukee, WI

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Date: December 02, 2025



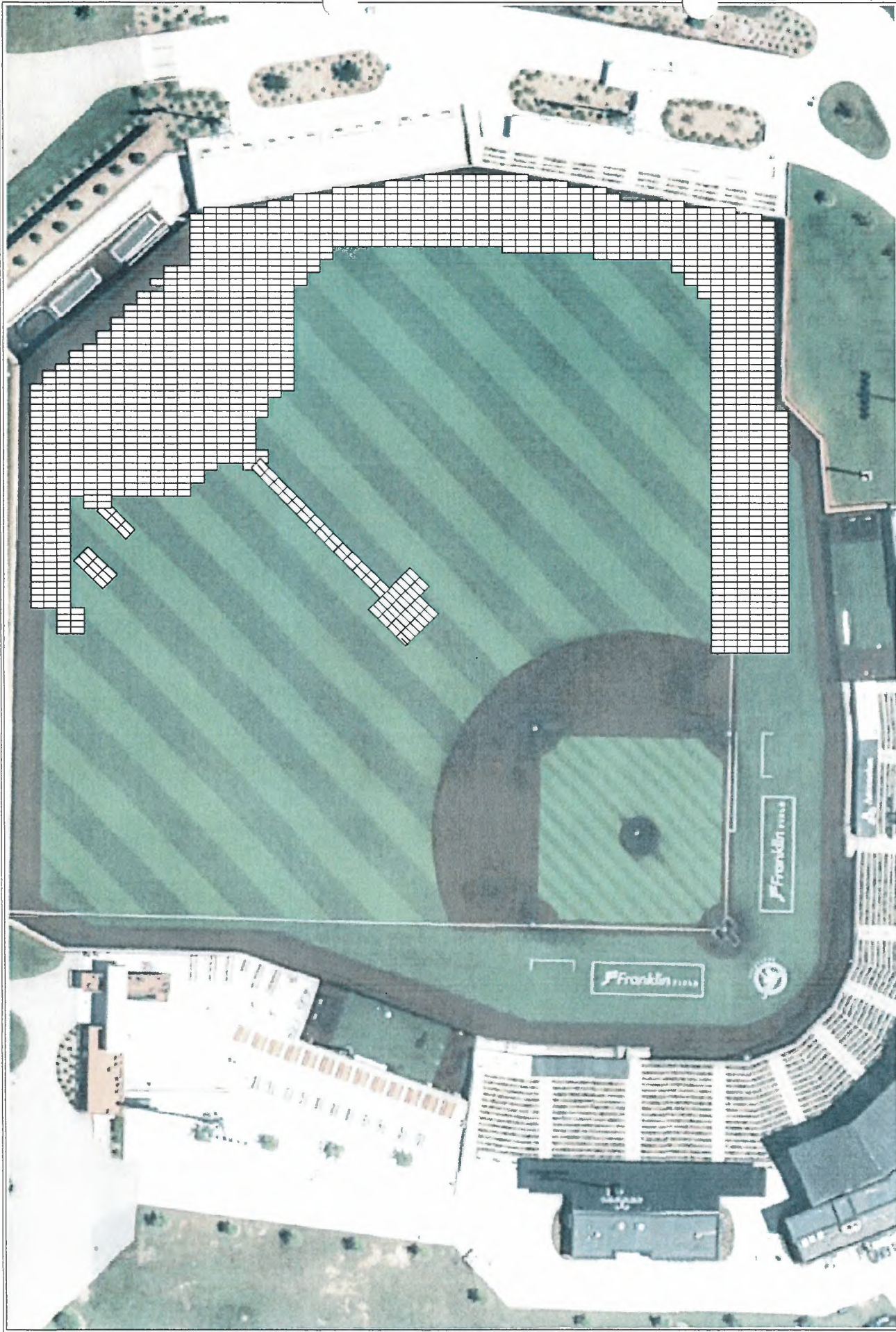
Tacos and Tequila
 EVENT DATE: 00-00-00
 REV. DATE: 11-25-25

Milwaukee, WI

Brungardt Enterprises, L.L.C.
 www.b-e-ent.com
 (888) 740-2223
 "CAD Services for Venues and Tours"

Date: December 02, 2025 File: < TACOS AND TEQUILA - MILWAUKEE - 12-02-25.DWG >

Path: C:\Users\Trevor\appdata\local\temp\AcPublish_48196\ Xrefs: tb-11x8.



OMNI MAT = 1,457 PIECES
= 26,226 SQ. FT.

B. Brungardt Enterprises, L.L.C.
www.b-e-ent.com
"CAD Services for Venues and Teams"

Tacos and Tequila
EVENT DATE: 00-00-00
REV. DATE: 11-25-25

Milwaukee, WI

Date: December 02, 2025 File: < TACOS AND TEQUILA - MILWAUKEE - 12-02-25.DWG >

Path: C:\Users\Trevor\AppData\Local\temp\AcPublish_48196\ Xrefs: tb-11x8,

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS& RECOMMENDATIONS	A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 10, APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES, CITY OF FRANKLIN, WISCONSIN	Ald. District 5 ITEM NUMBER D. 3.

Background

The Tax Incremental District No. 10 Project Plan annexed hereto contains an underwriting analysis from S.B. Friedman Development Advisors, LLC, regarding the formation of TID No. 10, for a proposed mixed-use development consisting of multi-family residential and commercial space uses of an approximate 30-acre project area generally in the southeast corner of West Rawson Avenue and South 76th Street. The final analysis finds that the project would not occur without the formation of TID No. 10 and its assistance.

Following the timeline for creation of TID No. 10, the following activities occurred on February 16 and February 19, 2026:

- The Joint Revenue Board met to review the plan on February 16; and
- The Plan Commission approved the Project Plan on February 19 and recommended that the Common Council approve and adopt the Project Plan with boundaries as amended within the Plan.

The next step on the timeline is consideration by the Common Council of the Project Plan, the boundaries for and the creation of Tax Incremental District No. 10, City of Franklin, Wisconsin.

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

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Creating Tax Incremental District No. 10, Approving Its Project Plan and Establishing Its Boundaries, City of Franklin, Wisconsin.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 10,
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES
CITY OF FRANKLIN, WISCONSIN

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. 10 (the "District") is proposed to be created by the City as a blighted area 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, prior to its publication, a copy of the notice of public hearing was also sent to the to owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on February 19, 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. 10, 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 a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(a)1.
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be a blighted area 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 the elimination of blight of the area consistent with the purpose for which the District is created.

4. The Project Plan for "Tax Incremental District No. 10, 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.

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 10
CITY OF FRANKLIN**

[INCLUDED WITHIN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

February 24, 2026

PROJECT PLAN

City of Franklin, Wisconsin

Tax Incremental District No. 10

Poths General Redevelopment Site



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:	February 16, 2026
Public Hearing Held:	February 19, 2026
Action by Plan Commission:	February 19, 2026
Action by Common Council:	Scheduled for March 17, 2026
Action by the Joint Review Board:	Scheduled for March 25, 2026

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 10 (“District”) is a proposed Blighted Area District comprising approximately 30 acres located to the southeast of S. 76th Street and W Rawson Avenue. The District will be created to pay the cost of development incentives and other ongoing administrative costs related to redevelopment of the Orchard View Shopping Center and adjoining parcels (“Project”). The initial development will consist of a 292-unit market rate multifamily development to be constructed by Land by Label (“Developer”) named Poths General, honoring the legacy of the historic Poths General Store that previously stood on the site. Additionally, the Developer plans to build a new Dollar Tree store within the district, to replace the existing Dollar Tree building that will be demolished by the Developer as a part of the multifamily development. There is also opportunity for future commercial development in the District. In addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities, increased income and sales tax collection, development of housing, increased commercial activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

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 \$15.7 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$15 million for development incentives, and \$705,000 for ongoing administrative expenses.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$42 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 its allowable 27 year life.

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. The City engaged SB Friedman Development Advisors to evaluate the Developer’s request for tax incremental financing assistance and to provide an opinion as to whether the Project requires it to proceed. The following excerpt taken from the Friedman report summarizes the conclusions. The City has relied on this report to conclude that but for the receipt of the requested assistance, the Project will not proceed. (A full copy of the Friedman report is attached as Appendix A).

FINANCIAL BUT-FOR TEST

- Based on SB Friedman’s analysis of the Developer’s financial pro forma, we’ve determined that the assumptions are reasonable based on comparable projects and current market conditions.
- Without assistance, the Project would achieve returns substantially below expected market returns as stated by Land by Label and as observed by SB Friedman on other recent development projects in the region.
- Therefore, it is our conclusion that this Project would not occur, as presented, but-for the financial assistance requested by the Developer.

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 following benefits that will result from the Project:
 - a. Creation of 292 housing units, providing housing for workers and families that will support the local economy.
 - b. Redevelopment of a blighted site, providing new housing and commercial uses that will generate significantly more economic activity than present uses in the District.
 - c. The short-term economic benefit in terms of employment and purchase of materials and services related to construction of the Project.

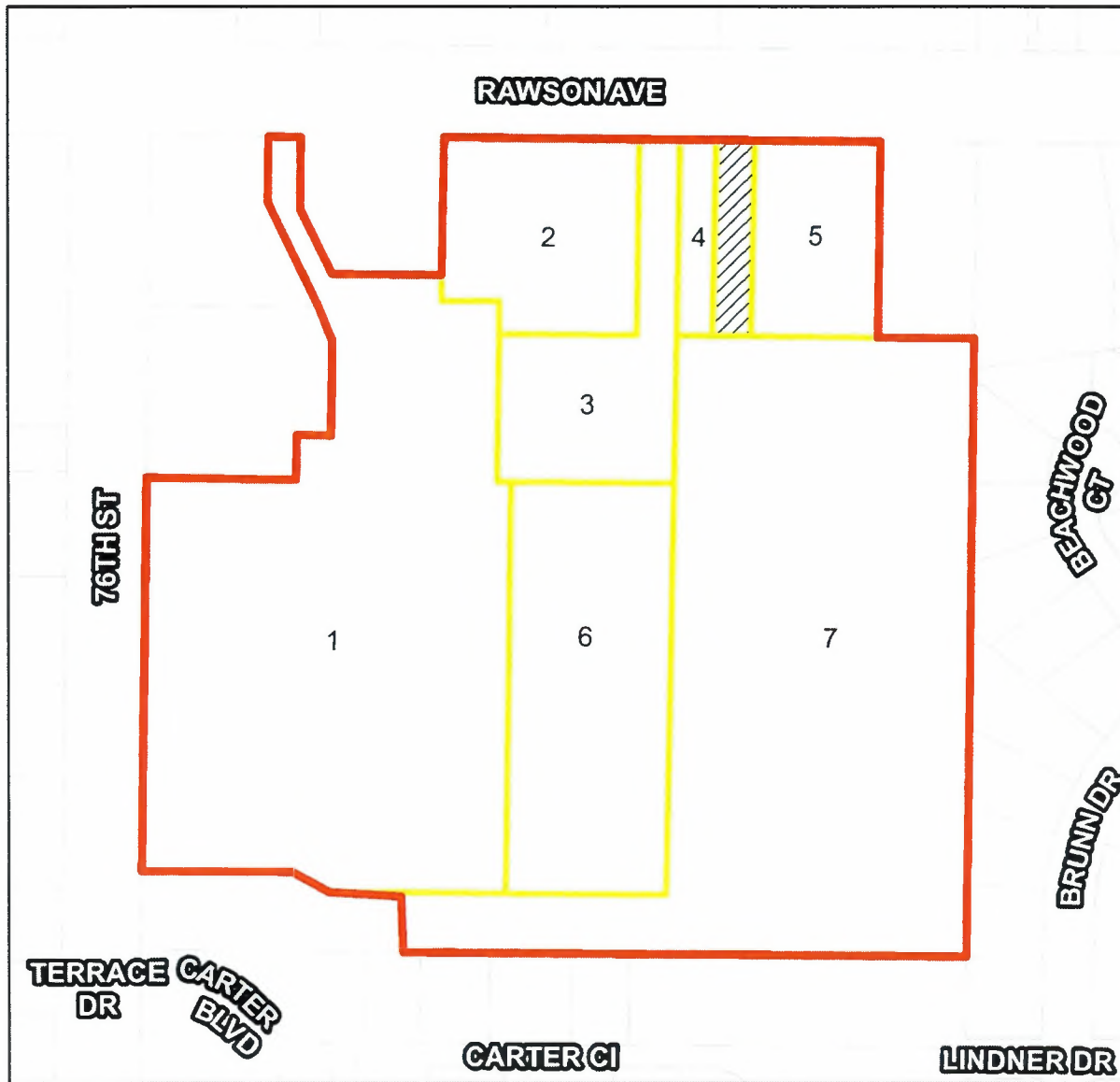
- d. The long-term economic benefit resulting from increased employment associated with uses to be established in the District.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 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 a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1.
5. Based on the foregoing finding, the District is designated as a blighted area district.
6. The Project Costs relate directly to the elimination of blight 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. 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 Map of Proposed District Boundary

Map Found on Following Page.

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.



Franklin Proposed TID 10



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

- TID 10 Boundary and Area
- Included Properties
- Rawson ROW

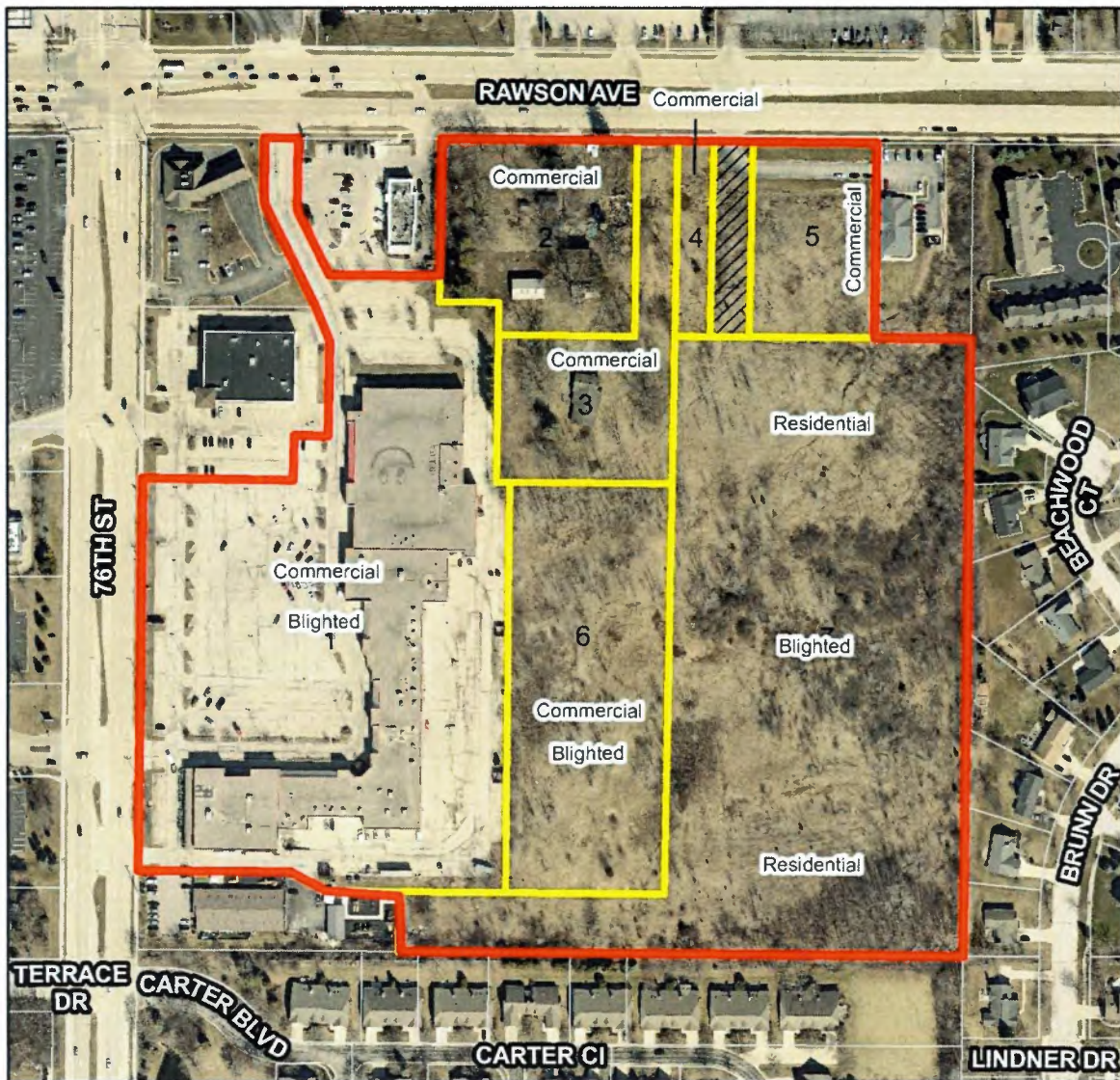


0 100 200 Feet

Map Ref #	Parcel Number
1	756 9993 021
2	756 9993 013
3	756 9993 005
4	756 9993 019
5	756 9993 018
6	756 9993 016
7	756 9993 012

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.

BFauser 12/22/2025
11/10/2025 10:10:10 Nov 5 2025: mxd



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

Franklin Proposed TID 10 Existing Uses

- TID 10 Boundary and Area
- Included Properties
- Rawson ROW



0 100 200 Feet

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.

10 parcel 12/29/2025
1:\Proposed\mapes\TID_10\TID_10_Nov_12_2025_Existing_Uses.mxd

SECTION 4:

Preliminary Parcel List and Analysis

Map Reference Number	Parcel Number	Address	Owner	Acres	Acres
					Blighted
N/A	ROW Areas			0.41	
1	756 9993 021	7178 S 76TH ST	INITECH, LLC	10.10	10.10
2	756 9993 013	7401 W RAWSON	FRANKLIN RAWSON, LLC	1.97	
3	756 9993 005	7401 W RAWSON	FRANKLIN RAWSON, LLC	1.83	
4	756 9993 019	7295 W RAWSON	FRANKLIN RAWSON, LLC	0.38	
5	756 9993 018	7255 W RAWSON	FRANKLIN RAWSON, LLC	1.31	
6	756 9993 016	0 W RAWSON AV	INITECH, LLC	3.59	3.59
7	756 9993 012	0 W RAWSON AV	INITECH, LLC	10.71	10.71
TOTALS				30.31	24.40
Percentage of TID Area Designated as Blighted (at least 50%)					81%
Percentage of TID Area Not Designated as Blighted					19%
Total Area					100%
Wetland Acreage Removed from District Boundaries					0.18

Calculation of Estimated Base Value¹

Parcel	Assessed Value			Equalized Value ²		
	Land	Improvement	Total	Land	Improvement	Total
756 9993 021	2,931,600	1,648,300	4,579,900	3,230,100	1,816,100	5,046,200
756 9993 013	138,500	7,700	146,200	152,600	8,500	161,100
756 9993 005	138,800	1,400	140,200	152,900	1,500	154,400
756 9993 019	86,300	0	86,300	95,100	0	95,100
756 9993 018	575,500	0	575,500	634,100	0	634,100
756 9993 016	598,200	0	598,200	659,100	0	659,100
756 9993 012	259,300	0	259,300	285,700	0	285,700
TOTALS	4,728,200	1,657,400	6,385,600	5,209,600	1,826,100	7,035,700

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%.

Blighted Area:

The District will be designated as a blighted area. Under the definition of blighted area found at Wis. Stat. § 66.1105(2)(ae), qualifying criteria includes: “An area, including a slum area, in which the structures, buildings or improvements, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of these factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare”; or “An area which is predominantly open and which consists primarily of an abandoned highway corridor, as defined in § 66.1333(2m)(a), or that consists of land upon which buildings or structures have been demolished and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.”

Specific blighting conditions include the following parcels:

- The Orchard View Shopping Center, specifically the Poth’s General Site (see Map Reference #1).
- 13 acres of vacant land, east of the shopping center (Map Reference #6 & #7).

A total of 24.40 acres, or 81% of the District area, is blighted, meeting the requirement that at least 50% of the area be blighted.

See Appendices B and C for the Blight Designation Narrative & Photos.

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 \$374,704,700. 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 No. 10		
Valuation Test Compliance Calculation		
<u>Calculation of City Equalized Value Limit</u>		
City TID IN Equalized Value (Jan. 1, 2025)	\$	7,245,524,200
TID Valuation Limit @ 12% of Above Value	\$	869,462,904
<u>Calculation of Value Subject to Limit</u>		
Estimated Base Value of Territory to be Included in District	\$	7,035,700
Plus: Assumed change for Jan. 1, 2026 assessment	\$	-
Incremental Value of Existing Districts (Jan. 1, 2025)	\$	367,669,000
Less: Value of Parcels Removed from District	\$	-
Less: Value of Underlying TID Parcels	\$	-
Total Value Subject to 12% Valuation Limit	\$	374,704,700
Total Percentage of TID IN Equalized Value		5.17%
Residual Value Capacity of TID IN Equalized Value	\$	494,758,204

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

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.

The following is a list of 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. There are no public improvements in this Project Plan.

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 improvements 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.

Miscellaneous

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

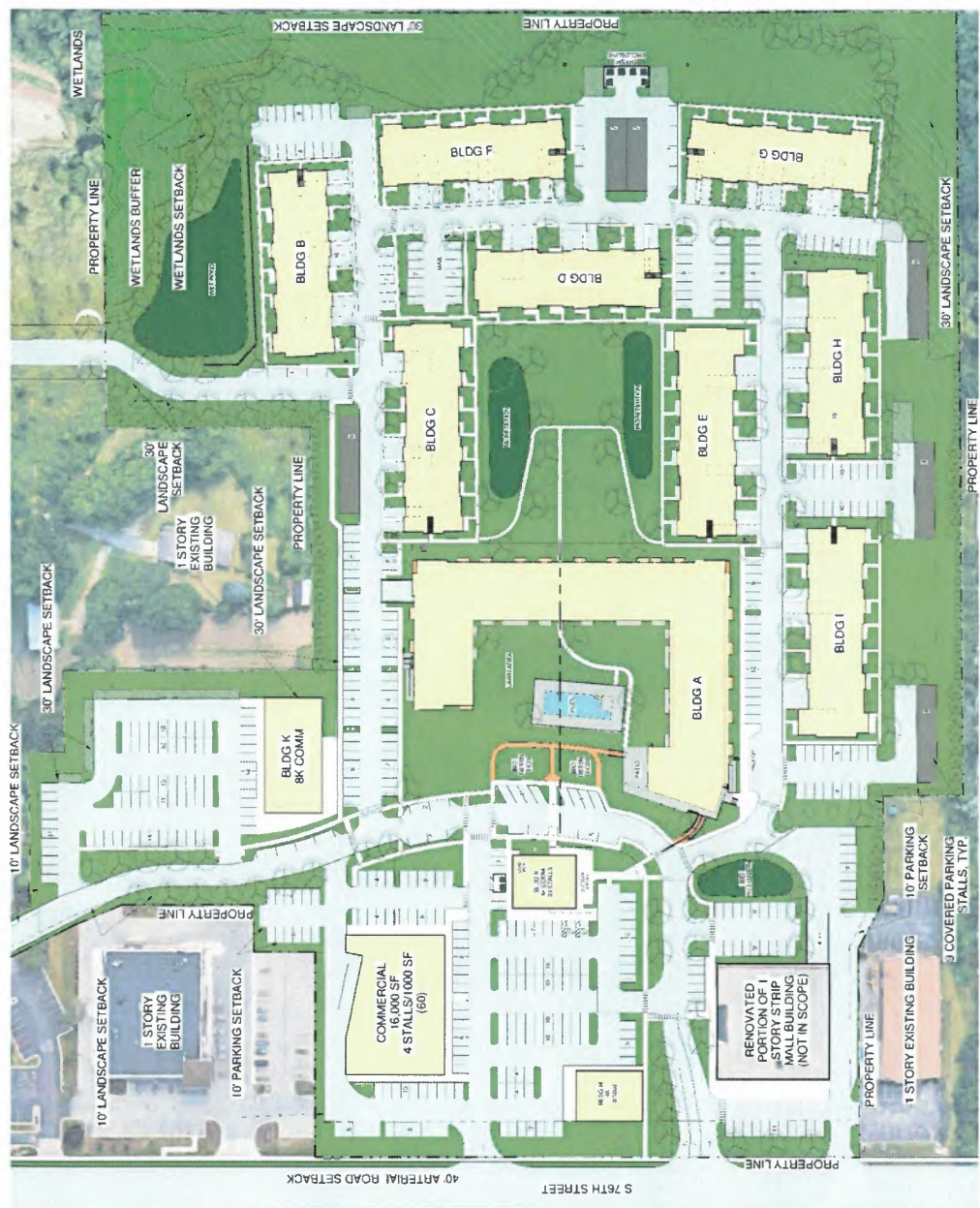
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.

**Proposed
Pothe's
General
Site Plan
Map**



- GARDEN STYLE (B-J)**
25 UNIT BUILDING (J)
 7(21) - JR 1BR @ 562-685
 6(30) - 1BR @ 754-864
 1(50) - 2BR @ 1089-1185
 2(60) - 3BR @ 1407-1482
 8 GARAGE STALLS (24)
 8 SURFACE STALLS (24)
- 21 UNIT BUILDING (J)**
 5(25) - JR 1BR @ 562-685
 6(30) - 1BR @ 754-864
 1(50) - 2BR @ 1089-1185
 2(60) - 3BR @ 1407-1482
 8 GARAGE STALLS (24)
 8 SURFACE STALLS (24)
- GS UNIT MIX**
 16 - JR 1BR @ 546-630 9%
 78 - 1BR @ 540-865 43%
 70 - 2BR @ 1089-1185 39%
 16 - 3BR @ 1407-1482 9%
 180 UNITS
- GS PARKING**
 64 ATTACHED GARAGE
 50 DETACHED GARAGE
 64 SLAB GARAGE
 126 SURFACE
 239 STALLS/180 UNITS = 1.66
- MID RISE BUILDING (A)**
 11 - JR 1BR @ 549 0%
 50 - 1BR @ 708-714 44%
 41 - 2BR @ 1089-1185 36%
 10 - 3BR @ 1407-1482 9%
 112 UNITS
- MID RISE PARKING**
 14 COVERED STALLS
 63 SURFACE STALLS
 77 TOTAL STALLS/112 UNITS
 1.59 STALLS/UNIT
- TOTAL SITE MIX**
 27 - JR 1BR @ 540-655 9%
 128 - 1BR @ 750 44%
 111 - 2BR @ 1089-1185 38%
 26 - 3BR @ 1407-1482 9%
 292 UNITS
- TOTAL RES PARKING**
 227 COVERED STALLS
 250 SURFACE STALLS
 477 TOTAL STALLS/292 UNITS
 1.63 STALLS/UNIT

PROPOSED SITE PLAN
 SCALE: 1" = 50'-0"
 POETHS GENERAL - FRANKLIN MASTERPLAN
 PROJECT #: 2101 092018

RINKA+
 1 SITE PLAN
 11-30-19

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 No. 10			
Detailed List of Estimated Project Costs			
Project ID	Project Name/Type	Est. Cost	Totals
1	Development Incentives		
	Land By Label	15,000,000	15,000,000
2	Ongoing Planning & Administrative Costs	705,000	705,000
Total Projects		15,705,000	15,705,000

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 \$42 million in incremental value by 2054. 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, declining at -0.5% annually, and no economic appreciation or depreciation, the Project would generate \$17 million in incremental tax revenue over the 27-year term of the District as shown in Table 2.

City of Franklin, Wisconsin

Tax Increment District No. 10

Development Assumptions

Construction Year	Actual	Poths General - Apartments ¹		Net Out Base ²		Annual Total	Construction Year
		Units	Total Value		Total Value		
Estimated Value per		\$158,000					
1 2026		146	23,068,000	(3,789,100)	19,278,900	2026 1	
2 2027		146	23,068,000		23,068,000	2027 2	
3 2028			0		0	2028 3	
4 2029			0		0	2029 4	
5 2030			0		0	2030 5	
6 2031			0		0	2031 6	
7 2032			0		0	2032 7	
8 2033			0		0	2033 8	
9 2034			0		0	2034 9	
10 2035			0		0	2035 10	
11 2036			0		0	2036 11	
12 2037			0		0	2037 12	
13 2038			0		0	2038 13	
14 2039			0		0	2039 14	
15 2040			0		0	2040 15	
16 2041			0		0	2041 16	
17 2042			0		0	2042 17	
18 2043			0		0	2043 18	
19 2044			0		0	2044 19	
20 2045			0		0	2045 20	
21 2046			0		0	2046 21	
22 2047			0		0	2047 22	
23 2048			0		0	2048 23	
24 2049			0		0	2049 24	
25 2050			0		0	2050 25	
26 2051			0		0	2051 26	
27 2052			0		0	2052 27	
Totals	0	292	46,136,000	0	(3,789,100)	42,346,900	

Notes:

1.) Developer plans to build 292 units, \$158,00 AV per Unit, in 2026 and 2027

2.) No value assumed for Dollar General or other expected Commercial development.

Table 1 - Development Assumptions

City of Franklin, Wisconsin

Tax Increment District No. 10

Tax Increment Projection Worksheet

Type of District	Blighted Area	Base Value	7,035,700
District Creation Date	March 17, 2026	Economic Change Factor	0.00%
Valuation Date	Jan 1, 2026	Apply to Base Value	
Max Life (Years)	27	Base Tax Rate	\$ 16.50
End of Expenditure Period	22 3/17/2048	Rate Adjustment Factor	-0.50%
Revenue Periods/Final Year	27 2054		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	Yes		

Construction	Valuation		Economic Change	Total Increment	Revenue			
	Year	Value Added			Year	Year	Tax Rate ¹	Tax Increment
1	2026	19,278,900	2027	0	19,278,900	2028	\$16.42	316,588
2	2027	23,068,000	2028	0	42,346,900	2029	\$16.34	691,922
3	2028	0	2029	0	42,346,900	2030	\$16.26	688,462
4	2029	0	2030	0	42,346,900	2031	\$16.18	685,020
5	2030	0	2031	0	42,346,900	2032	\$16.10	681,595
6	2031	0	2032	0	42,346,900	2033	\$16.02	678,187
7	2032	0	2033	0	42,346,900	2034	\$15.93	674,796
8	2033	0	2034	0	42,346,900	2035	\$15.86	671,422
9	2034	0	2035	0	42,346,900	2036	\$15.78	668,065
10	2035	0	2036	0	42,346,900	2037	\$15.70	664,724
11	2036	0	2037	0	42,346,900	2038	\$15.62	661,401
12	2037	0	2038	0	42,346,900	2039	\$15.54	658,094
13	2038	0	2039	0	42,346,900	2040	\$15.46	654,803
14	2039	0	2040	0	42,346,900	2041	\$15.39	651,529
15	2040	0	2041	0	42,346,900	2042	\$15.31	648,272
16	2041	0	2042	0	42,346,900	2043	\$15.23	645,030
17	2042	0	2043	0	42,346,900	2044	\$15.16	641,805
18	2043	0	2044	0	42,346,900	2045	\$15.08	638,596
19	2044	0	2045	0	42,346,900	2046	\$15.00	635,403
20	2045	0	2046	0	42,346,900	2047	\$14.93	632,226
21	2046	0	2047	0	42,346,900	2048	\$14.86	629,065
22	2047	0	2048	0	42,346,900	2049	\$14.78	625,920
23	2048	0	2049	0	42,346,900	2050	\$14.71	622,790
24	2049	0	2050	0	42,346,900	2051	\$14.63	619,676
25	2050	0	2051	0	42,346,900	2052	\$14.56	616,578
26	2051	0	2052	0	42,346,900	2053	\$14.49	613,495
27	2052	0	2053	0	42,346,900	2054	\$14.41	610,427
Totals	42,346,900		0		Future Value of Increment			17,225,891

Notes:

1) Tax rate shown is actual 2025/2026 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Table 2 – Tax Increment Projection Worksheet

Financing and Implementation

The City expects to enter into a development agreement to provide the Developer with a pay-as-you go ("PAYGO") developer incentive up to a cap of \$15 million. The terms include annual PAYGO payments will be equal to 90% of the tax increment generated by the residential portion of the Project. Payments to the Developer are payable solely from and limited to the tax increment generated, subject to annual appropriation. If the Project achieves financial returns above 17% IRR or 3.00x investor return multiple, the City would be entitled to 25% of excess proceeds, not to exceed \$2.5 million. This summary is intended to provide a general explanation of the District plan of finance. Specific terms and conditions pertaining to development projects will be detailed in related development agreements.

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 2054 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. In particular, the Plan only considers the tax increment to be generated by the residential development. The City expects commercial development and redevelopment to occur within the District. Potential incremental value increases from that commercial development are not quantified but will increase tax increment collections that may permit an earlier closure of the District.

City of Franklin, Wisconsin

Tax Increment District No. 10

Cash Flow Projection

Year	Projected Revenues			Projected Expenditures			Balances			Year
	Tax Increments	Interest Earnings	Total Revenues	MRO #1 Land by Label ²	Ongoing Planning & Administration ¹	Total Expenditures	Annual	Cumulative	Liabilities	
				\$14,868,802						
2026			0			0	0	0	0	2026
2027			0			0	0	0	0	2027
2028	316,588		316,588	181,429	115,000	296,429	20,159	20,159	14,687,373	2028
2029	691,922		691,922	519,230	115,000	634,230	57,692	77,851	14,168,143	2029
2030	688,462		688,462	516,116	115,000	631,116	57,346	135,197	13,652,027	2030
2031	685,020		685,020	603,018	15,000	618,018	67,002	202,199	13,049,009	2031
2032	681,595		681,595	599,935	15,000	614,935	66,659	268,859	12,449,074	2032
2033	678,187		678,187	596,868	15,000	611,868	66,319	335,177	11,852,206	2033
2034	674,796		674,796	593,816	15,000	608,816	65,980	401,157	11,258,390	2034
2035	671,422		671,422	590,780	15,000	605,780	65,642	466,799	10,667,610	2035
2036	668,065		668,065	587,758	15,000	602,758	65,306	532,106	10,079,852	2036
2037	664,724		664,724	584,752	15,000	599,752	64,972	597,078	9,495,100	2037
2038	661,401		661,401	581,761	15,000	596,761	64,640	661,718	8,913,339	2038
2039	658,094		658,094	578,784	15,000	593,784	64,309	726,027	8,334,555	2039
2040	654,803		654,803	575,823	15,000	590,823	63,980	790,008	7,758,732	2040
2041	651,529		651,529	572,876	15,000	587,876	63,653	853,661	7,185,855	2041
2042	648,272		648,272	569,945	15,000	584,945	63,327	916,988	6,615,911	2042
2043	645,030		645,030	567,027	15,000	582,027	63,003	979,991	6,048,883	2043
2044	641,805		641,805	564,125	15,000	579,125	62,681	1,042,671	5,484,759	2044
2045	638,596		638,596	561,237	15,000	576,237	62,360	1,105,031	4,923,522	2045
2046	635,403		635,403	558,363	15,000	573,363	62,040	1,167,071	4,365,159	2046
2047	632,226		632,226	555,504	15,000	570,504	61,723	1,228,794	3,809,656	2047
2048	629,065		629,065	552,659	15,000	567,659	61,407	1,290,201	3,256,997	2048
2049	625,920		625,920	549,828	15,000	564,828	61,092	1,351,292	2,707,170	2049
2050	622,790		622,790	547,011	15,000	562,011	60,779	1,412,072	2,160,159	2050
2051	619,676		619,676	544,209	15,000	559,209	60,468	1,472,539	1,615,950	2051
2052	616,578		616,578	541,420	15,000	556,420	60,158	1,532,697	1,074,530	2052
2053	613,495		613,495	538,645	15,000	553,645	59,849	1,592,546	535,885	2053
2054	610,427		610,427	535,885	15,000	550,885	59,543	1,652,089	(0)	2054
Totals	17,225,891	0	17,225,891	14,868,802	705,000	15,573,802				Totals

Notes:

1.) Admin fees are per the City's proforma

2.) MRO is not to exceed \$15 million per draft Development Agreement

PROJECTED CLOSURE YEAR

LEGEND:

----- END OF EXP. PERIOD

Notes:

- 1.) Admin fees are per the City's proforma
- 2.) MRO is not to exceed \$15 million per draft Development Agreement

PROJECTED CLOSURE YEAR

LEGEND:

END OF EXP. PERIOD

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.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed use 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 opportunities for mixed use development, rehabilitating and conserving property, eliminating blighted areas, providing necessary public infrastructure improvements, 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. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as

- a. Creation of 292 housing units, providing housing for workers and families that will support the local economy.
- b. Redevelopment of a blighted site, providing new housing and commercial uses that will generate significantly more economic activity than present uses in the District.
- c. Short-term economic benefits in terms of employment and purchase of materials and services related to construction of the Project.
- d. Long-term economic benefits resulting from increased employment associated with uses to be established in the District.

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

JESSE A. WESOLOWSKI
FREDERICK E. REIDENBACH 1919-2002
EDUARDO M. BORDA

TELEPHONE (414) 529-8900
FACSIMILE (414) 529-2121

February 18, 2026

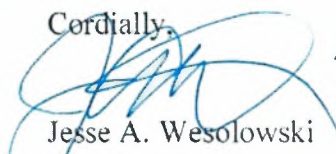
Mayor John R. Nelson
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

re: Project Plan for Tax Incremental District No. 10, 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. 10 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	Milwaukee County Metro	City of Franklin	Franklin School District	Milwaukee Area Technical	Total	Revenue Year
2028	68,273	26,884	96,975	146,855	17,398	356,385	2028
2029	148,589	58,510	211,055	319,615	37,866	775,635	2029
2030	147,846	58,217	210,000	318,017	37,677	771,756	2030
2031	147,107	57,926	208,950	316,427	37,488	767,898	2031
2032	146,371	57,636	207,905	314,845	37,301	764,058	2032
2033	145,639	57,348	206,866	313,270	37,114	760,238	2033
2034	144,911	57,061	205,831	311,704	36,929	756,437	2034
2035	144,187	56,776	204,802	310,146	36,744	752,654	2035
2036	143,466	56,492	203,778	308,595	36,560	748,891	2036
2037	142,748	56,210	202,759	307,052	36,378	745,147	2037
2038	142,035	55,929	201,745	305,517	36,196	741,421	2038
2039	141,325	55,649	200,737	303,989	36,015	737,714	2039
2040	140,618	55,371	199,733	302,469	35,835	734,025	2040
2041	139,915	55,094	198,734	300,957	35,655	730,355	2041
2042	139,215	54,818	197,741	299,452	35,477	726,703	2042
2043	138,519	54,544	196,752	297,955	35,300	723,070	2043
2044	137,827	54,272	195,768	296,465	35,123	719,455	2044
2045	137,137	54,000	194,789	294,983	34,948	715,857	2045
2046	136,452	53,730	193,815	293,508	34,773	712,278	2046
2047	135,769	53,462	192,846	292,040	34,599	708,717	2047
2048	135,091	53,194	191,882	290,580	34,426	705,173	2048
2049	134,415	52,928	190,923	289,127	34,254	701,647	2049
2050	133,743	52,664	189,968	287,681	34,083	698,139	2050
2051	133,074	52,400	189,018	286,243	33,912	694,648	2051
2052	132,409	52,138	188,073	284,812	33,743	691,175	2052
2053	131,747	51,878	187,133	283,388	33,574	687,719	2053
2054	131,088	51,618	186,197	281,971	33,406	684,280	2054
Totals	3,699,517	1,456,750	5,254,775	7,957,660	942,773	19,311,475	



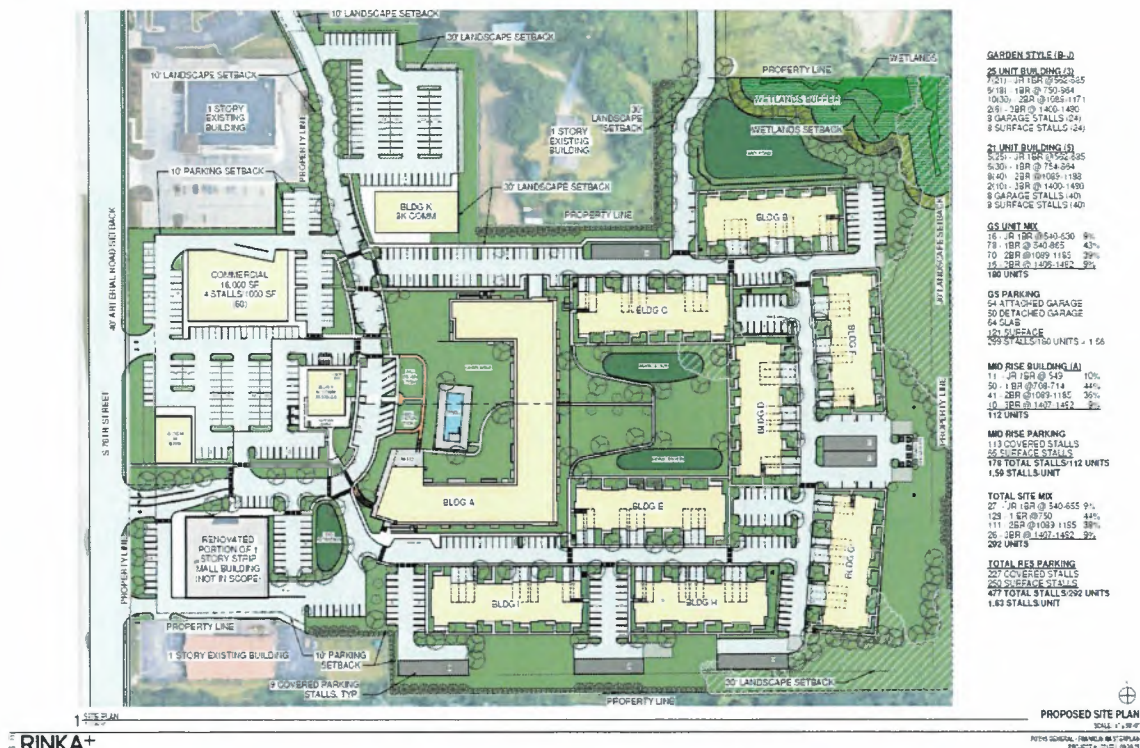
MEMO

To: City of Franklin
 From: SB Friedman Development Advisors, LLC
 Date: February 2, 2026
 RE: Poth's General Development Underwriting Analysis

Project Background

SB Friedman Development Advisors, LLC (SB Friedman) was engaged by the City of Franklin ("City") to conduct a preliminary financial review of a proposed redevelopment of the Orchard View Shopping Center on 76th Street, south of Rawson Avenue ("Site"). The redevelopment of the Site includes 292 residential units located within a three-story apartment building and eight (8) garden style buildings, and 4,100 square feet of retail space ("Project"), as shown in **Figure 1**. The Project is anticipated to cost \$83.8M. The Project will be developed by Land by Label ("Developer").

Figure 1. Proposed Site Plan



Source: Rinka, City of Franklin

Throughout 2025, SB Friedman reviewed multiple iterations of the development pro forma and worked with the City and Developer to negotiate terms around the City's participation in the Project. The term sheet, agreed to in principle on July 22, 2025, included the following (see Exhibit A for full terms):

- The assistance would be provided through municipal revenue obligation (MRO) payments equaling 90% of the incremental property taxes generated by the Project over the 27-year lifetime of a proposed Tax Increment Financing District ("TID")
- The term sheet included a not-to-exceed amount of \$17,200,000 which was later reduced to \$15,000,000 (as of January 2, 2026).
- The requested MRO payments would be contingent on the Project receiving an occupancy permit from the City and achieving certain occupancy thresholds (Exhibit A Section 1.a.i. and ii.).
- Any cost savings determined after construction would be shared equally between the Developer and City.
- If the Project achieves financial returns above 17% IRR or 3.00x investor return multiple, the City would be entitled to 25% of excess proceeds, not to exceed \$2,500,000.

This memo reflects an analysis conducted on an updated pro forma prepared by the Developer and submitted to SB Friedman on January 2nd, 2026. Relative to the assumptions reviewed during the term sheet negotiation period, the Project unit count has reduced from 311 to 292 and the commercial SF has increased from 2,800 to 4,100. These changes resulted in the development budget decreasing from \$92.6 million to \$83.8 million, in addition to other marginal changes throughout the Developer's pro forma (e.g., more detailed construction cost estimates).

The purpose of this analysis is to evaluate whether the Project, as presented in the Developer's most recent pro forma, appears to need public financial assistance, at the levels agreed to in principle in July 2025, in order to generate sufficient returns to be financially feasible. **This financial "but-for" test is analytical in nature and is meant to inform a larger policy discussion regarding whether the Project meets desired public objectives.**

Review Process

SB Friedman's review process utilizes an in-depth review of the Project, comparable projects within the surrounding market, and industry data to answer the following questions:

1. Review Project and Site Context
 - a. Where is the project located?
 - b. What is the development program and mix of land uses?
2. Evaluate Development Budget
 - a. What are the project development costs? (land, construction costs, etc.)
 - b. Are project costs in line with industry benchmarks? If not, why?
3. Evaluate Financing Assumptions
 - a. How does the developer intend to finance the project (debt, equity, etc.)?
 - b. Are financing assumptions in line with current market expectations?
4. Evaluate Operating Assumptions
 - a. Are revenue (e.g., rents) and expense assumptions reasonable given target tenant profile, market context and industry benchmarks?
5. Calculate Project Financial Returns
 - a. Is the project achieving a level of financial returns that would make attract sufficient debt and equity investment?
6. Identify Financial Gap
 - a. Is there a demonstrable financial gap that requires public assistance to make the project viable?
7. Identify Drivers of Need for Assistance
 - a. What project components are driving the financial gap?
 - b. Do these drivers align with larger policy goals?

Review of Developer's Model

Key takeaways from SB Friedman's review of the Developer's pro forma are outlined below.

DEVELOPMENT HARD AND SOFT COSTS

- The estimated total development costs (TDC) of the Project are \$83.8 million.
- The Developer estimates hard costs of approximately \$212,481/unit, which is lower than the range of comparable projects reviewed by SB Friedman, including Land by Label's recent project in West Allis.
 - The project is larger in both unit count and gross square footage than other similar projects reviewed, which likely contributes to the lower cost per unit and square footage. It should be noted that most recent iteration of the development pro forma includes detailed construction costs estimates from a construction bid dated 11/7/2025.
- Soft and financing costs are expected to be 8.7% and 5.4% of TDC, respectively, or 14.4% of TDC in aggregate. This is within our benchmark range of 10-15% of TDC.
- The Developer is including a developer fee of 4.1% of TDC, net of acquisition costs, which is below our 5% benchmark.

FINANCING ASSUMPTIONS

- The Developer's permanent financing assumptions, including amortization (30 years), interest rate (5.51%), cap rate (5.75%), and debt coverage ratio (1.25), align with the current financing environment.

OPERATING ASSUMPTIONS

- Average rent is assumed to be \$2.03/SF at stabilization. This rent appears reasonable based on the rents at Velo Village and other comparable projects in Franklin and the surrounding municipalities. Additional details on rent by unit type can be seen below in **Figure 2**.
- The unit sizes proposed in the Project are smaller than recent comparable projects. Smaller unit sizes contribute to the higher per SF rent values for the Project compared to the market, even for unit types with similar chunk rent. Only 3-bedroom units are anticipated to achieve lower per square foot rent and chunk rent than the comps. It appears that 3-bedrooms units are not a common typology within this new construction rental market, and the Project includes only 26 3-bedroom units.

Figure 2. Effective Rent of Comparable Projects

	Studio		1-Bedroom		2-Bedroom		3-Bedroom	
	Chunk	Per SF	Chunk	Per SF	Chunk	Per SF	Chunk	Per SF
Poth's General	\$1,455	\$2.51	\$1,597	\$2.18	\$2,114	\$1.89	\$2,581	\$1.89
Comp Average^[1]	\$1,434	\$2.20	\$1,636	\$2.03	\$2,046	\$1.75	\$2,758	\$1.94

[1] Comparable projects in nearby municipalities were used to supplement data for Studio and 3-Bedroom values

Source: CoStar, Land by Label, SB Friedman

- Stabilized expenses are assumed to be 18.9% of revenue, which is within range of our 20% benchmark.
- The Developer is assuming 3% annual rent and expense escalation, which is at the high end of the range typically observed by SB Friedman in similar projects (2-3%).
- The Developer assumes property taxes per square foot will be \$2.83/SF at stabilization. This value appears reasonable based on the value of comparable projects in Franklin and the assumed tax rate of 16.26 in 2028 as projected in our TIF projection model (tax rate provided by Staff).

- The Developer is assuming \$14/SF NNN in rent from the commercial component which appears conservative based on market data from CoStar (\$17.50/SF) but may be appropriate given the location of the proposed 4,100 SF commercial space (set back from 76th Street, which limits visibility).

FINANCIAL GAP WITHOUT ASSISTANCE

- Without assistance, the Project is expected to achieve a leveraged internal rate of return (LIRR) of 8.42%, which is well below the required returns to make a project financially feasible in the current market.
- The Developer has indicated that their equity investors typically require a return of at least 12% LIRR, which is below the 15% return commonly expected in the current market.
- The gap between achievable returns without assistance and expected returns is primarily driven by the relationship between cost of construction and achievable rents within the market.
- At this anticipated financial return, the developer would have a difficult time attracting the necessary investor equity required to complete the Project.

FINANCIAL ASSISTANCE REQUEST

- The Developer's financial assistance request, as noted above, consists of MRO payments equaling 90% of the incremental property taxes generated by the Project over the 27-year lifetime of the proposed TID.
- Based on SB Friedman's projections, which were updated to reflect the change in the development program and tax rate, the Project is estimated to generate approximately \$17.2 million in incremental property taxes over the 27-year life of the TID. *This value is lower than projections completed in July 2025 due to the reduction in unit count from 311 to 292 and the 2026 Base Tax Rate changing from 17.71 to 16.504 per staff.*
- Key assumptions included in the projections are outlined below:
 - The projections assume the base value of the TID to be \$3,789,100.
 - The added assessed value per unit is assumed to be approximately \$158,000 (2025\$), which is within range of Velo Village and other comparable projects in the surrounding market.
 - Based on discussions with the City, the projections assume 0% value appreciation and a -0.5% annual decline in tax rate over the lifetime of the TID.

PROJECT FINANCIAL RETURNS WITH ASSISTANCE

- With the requested financial assistance, the Project is expected to achieve a financial return of 11.56% LIRR.
- While this is still below market-typical return expectations, the Developer indicated the Project can be financed and completed as proposed.

FINANCIAL BUT-FOR TEST

- Based on SB Friedman's analysis of the Developer's financial pro forma, we determined that the assumptions are reasonable based on comparable projects and current market conditions.
- Without assistance, the Project would achieve returns substantially below expected market returns as stated by Land by Label and as observed by SB Friedman on other recent development projects in the region.
- Therefore, it is our conclusion that this Project would not occur, as presented, but-for the financial assistance requested by the Developer.

Limitations of our Engagement

Our deliverables are based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings with the City and Developer during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the deliverable. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise analyses or the deliverables to reflect events or conditions that occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in state statute or city ordinance, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables are intended solely for your information, for purposes of reviewing a request for financial assistance, and do not constitute a recommendation to issue bonds or other securities. The deliverable should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the report nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors without our prior written consent.

We acknowledge that upon submission to the City of Franklin, the report may become a public document within the meaning of the Freedom of Information Act. Nothing in these limitations is intended to block the disclosure of the documents under such Act.



**Letter of Intent for
Tax Incremental Financing
Poths General Redevelopment of Orchard View Shopping Center
City of Franklin
July 17, 2025**

Land By Label LLC, a Wisconsin limited liability company ("**LxL**") is currently working toward the redevelopment of the largely vacant and unsightly Orchard View Shopping Center (the "**Redevelopment**") near the southeast corner of Rawson and 76th Street in Franklin, Wisconsin (the "**City**"). The Redevelopment is planned as a dynamic mixed-use community featuring a wide range of use categories, including food and beverage purveyors, retail, luxury apartments. The project will be known as "Poths General" ("**Poths General**"). Poths General will require significant infrastructure, including traffic improvements, demolition and disposal of the blighted shopping center and streetscaping (the "**Infrastructure**") and is not financially feasible without the financial help of the City. Therefore, LxL and City agree to the following terms to facilitate Poths General, which terms are non-binding and remain subject to execution and approval of a mutually agreeable development agreement.

1. **LXL Obligations**

- a. LXL shall complete demolition on the existing shopping center by December 31, 2025 and commence construction on Poths General by April 1, 2026.
- b. LXL shall obtain certificates of occupancy for all of the residential units (the "**Residential Property**") in Poths General by July 1, 2028 ("**Occupancy Date**").
- c. LXL shall construct Poths General in accordance with City approved plans and specifications.
- d. LXL shall collaborate and cooperate with City on the creation of a tax incremental financing district for the Redevelopment.
- e. LXL shall obtain debt and/or cash and other equity in the aggregate amount of approximately \$90,800,000 required to construct Poths General (the "**LXL Funds**") (subject to the City Funds, as defined herein).
- f. LXL will provide a reasonable construction completion guaranty.
- g. LXL shall commence formal marketing efforts on that certain commercial parcel adjacent to 76th Street (the "**Commercial Parcel**") within 60 days following the later of City's approval of: (a) tax incremental financing for the project on the terms generally outlined herein and (b) City's approval of all entitlements, permits and other approvals necessary for the development and construction of Poths General. LXL shall deliver to the City evidence reasonably demonstrating LXL's marketing efforts for the Commercial Parcel.
- h. LXL shall use best efforts to develop the Commercial Parcel at a minimum of 25,000 square feet of commercial building space; provided that, City approves such development intensity on the Commercial Parcel.

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DEVELOPMENT CO.

- i. LXL Shall grade & hydroseed the Commercial Parcel by May 1, 2026.
- j. If LXL or an affiliate has not commenced construction on the Commercial Parcel within three (3) years after completion of footings and foundations on the first residential building of Poth's General, then the City shall have the right to acquire the Commercial Parcel for \$1.00. Notwithstanding the foregoing, LXL shall have the right to repurchase the Commercial Parcel for \$1.00 if it secures a buyer and/or tenant for the Commercial Parcel, obtains a building permit for the same, and the City has not previously sold and/or leased the Commercial Parcel to another party in an arms-length, third party transaction.

2. City Funds

- a. **Municipal Revenue Obligation.** To allow LXL to recoup a portion of LXL's Funds expended for Poths General, including the public parks and infrastructure, the City shall provide a municipal revenue obligation (i.e. developer-financed TIF) (the "**MRO**") on the following terms:
 - i. The first MRO payment shall not occur until March 31 following the year a temporary occupancy permit has been issued for the Residential Property and every year after, at which time LXL shall receive percentage of remaining tax increment equal to percentage of occupancy as of January 1 of such year after payment of City Admin Costs (as defined below) (the "**Reduced MRO Payment**") until the Residential Property reaches 90% occupancy for a period of 3 months (the "**Occupancy Threshold**").
 - ii. Once the Residential Property reaches the Occupancy Threshold, LXL shall receive: (a) the difference between 90% of remaining tax increment after City Admin Costs and the Reduced MRO Payment, plus (b) 90% of remaining tax increment after City Admin Costs every year after.
 - iii. Administration fees and City principal and interest, if any, on City interfund advances (the "**City Admin Costs**") shall not exceed \$115,000 withheld from years 1, 2 and 3 and not exceed \$15,000 per year for each subsequent payment.
 - iv. MRO shall be capped at \$17,200,000. The City shall have the right to prepay outstanding amounts due on the MRO subject to a mutually agreeable valuation method.
- b. **Impact Fee Waiver:** As part of the Redevelopment, LXL will install significant traffic improvements, if warranted. Accordingly, the City shall waive the transportation impact fee (of what would be collected by the City) up to/equal to the amount of construction costs of the warranted improvements; provided, however, that LXL shall be obligated to pay all other impact fees and connection fees. The foregoing impact fee credit does not apply to the development of the Commercial parcel.



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construction interest reserves and reasonable capital improvement reserves), within 90 days following the City's issuance of a certificate of occupancy for the last residential unit in Poths General and LXL's construction lender's approval of the release of such funds.

4. Contingent Interest. The City shall have a contingent interest in Poths General, whereby the City shall be entitled to 25% of proceeds above the greater of a 17.00% IRR or 3.00x multiple calculated on investor returns and equity; provided that, the aggregate amount of the contingent interest shall not exceed \$2,500,000.

We believe Poths General is a catalytic redevelopment opportunity representing best-in-class concept and design. The redevelopment of the blighted Orchard View Shopping Center will have a positive impact beyond its boundaries. I look forward to seeing our shared vision brought to life.

AGREED TO IN PRINCIPLE AS OF THE ____ DAY OF JULY, 2025.

John Nelson
City of Franklin
Mayor



Ian B. Martin
Land By Label LLC
Managing Principal





Orchard View Shopping Center Blight Designation Narrative & Photos

Orchard View Shopping Center, located at 7154 S 76th Street, is a mostly vacant, deteriorated shopping center characterized by aging, dilapidated buildings with failing roofs, outdated mechanical systems, inadequate lighting and ventilation, and neglected site improvements that pose fire and safety hazards. The building has been repeatedly graffitied, and several long-vacant spaces have been used over the years for miscellaneous storage, requiring substantial clean-out before they can be safely accessed or reused. The parking lot is severely deteriorated with extensive potholes, crumbling pavement, and non-functioning parking lot lights, creating unsafe conditions and contributing to crime and vandalism. Many utility services to the buildings have been disconnected, rendering the spaces unusable for prospective tenants even when tenant interest exists.

The approximately 13-acres of vacant land east of the shopping center has historically been used as an unregulated dump area for non-structural soil fill, resulting in uneven grades, unstable ground conditions, and pockets of subsurface debris that pose risks to public safety and future development. Former farm ponds on the property have been partially filled with gravel, rubble, and miscellaneous refuse, contributing to unsafe conditions. Furthermore, the absence of functional infrastructure substantially impairs the viability of the site.

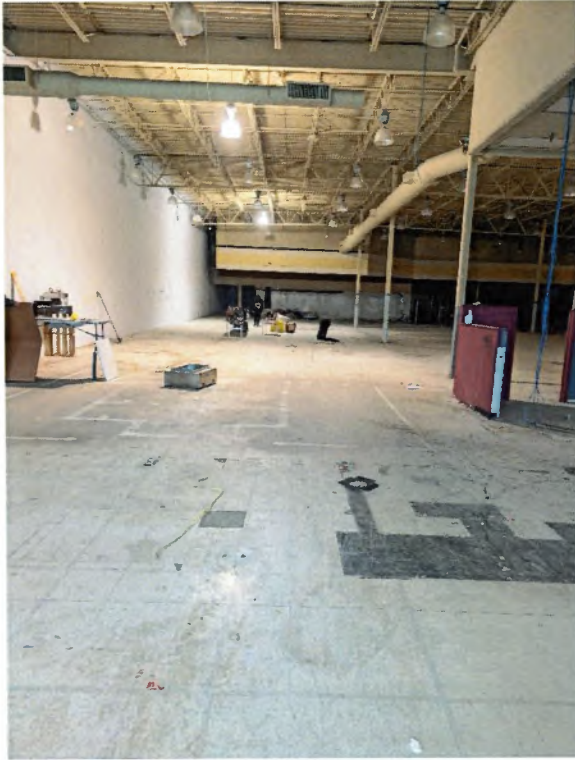
These combined factors create conditions detrimental to public health, safety, and welfare and substantially impair the sound growth of the surrounding community.

The enclosed photos depict the deteriorated state of the property.



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638 Milwaukee Street
Delafield, Wisconsin 53018
262-315-4627



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MEMORANDUM

Via email delivery to jregetz@franklinwi.gov

TO: John Regetz
Director, Economic Development
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

FROM: Ian B. Martin
Land By Label
638 Milwaukee Street
Delafield, WI 53018

DATE: February 17, 2026

RE: Blight Determination – 13-Acre Vacant Property at Poths General

This memorandum documents the physical, environmental, and access-related constraints affecting the approximately 13-acre vacant property located at 76th and Rawson to be developed into Poths General (the “Property”) and explains why these conditions meet the criteria for blight. Although currently undeveloped, the Property is burdened by significant site abnormalities that impair its usability, pose potential public safety concerns, and require extraordinary mitigation costs to make the land suitable for any reasonable use.

1. Geological Conditions

The Property has historically been used as an unregulated dump area for non-structural soil fill. As a result, the site exhibits highly uneven grades and unstable subsurface conditions that present risks to public safety and render the land infeasible for agricultural or conventional development uses.

Geotechnical evaluations indicate that the existing soils lack the consistency and bearing capacity required to support structures or improvements without extensive remediation. Development of the Property requires substantial corrective measures, including:

- Rammed aggregate piers to stabilize bearing soils: **\$535,000**





- Over-excavation and significant soil improvements: **\$200,000**
- Comprehensive geotechnical investigation (completed): **\$38,000**

2. Wetlands

The Property contains numerous wetlands dispersed throughout the site. The majority of these wetlands were determined by the Wisconsin Department of Natural Resources (WDNR) to be artificial in origin, non-federally exempt, and non-jurisdictional. However, one remaining wetland is located in the northeast corner of the Property and must be preserved.

This wetland occupies approximately 7,300 square feet and significantly constrains site layout and grading. In order to develop the Property while protecting the wetland, a substantial retaining wall is required. The retaining wall is anticipated to be approximately 290 linear feet and three to nine feet in height. The estimated cost of the required retaining wall is **\$100,000** and includes required railing/fencing.

3. Environmental Considerations

The Property required extensive environmental due diligence due to historic dry-cleaning operations previously conducted on or near the site. Given the known risks associated with such uses, a detailed environmental investigation was necessary to evaluate potential contamination concerns. The cost of the environmental investigation totaled **\$8,500**.

4. Restricted Site Access

The Property is effectively landlocked. While it benefits from easement rights across an adjacent shopping center parcel and is located near existing dedicated right-of-way, there is no existing public road access capable of serving development.

To provide legal, safe, and functional access, the construction of approximately 306 linear feet of new public roadway is required. The estimated cost of constructing this roadway is **\$198,300**.

Conclusion

Taken together, the Property's unstable geological conditions, extensive wetland constraints, environmental history, and lack of public access create extraordinary development challenges that substantially impair its use and unique costs totaling **\$1,081,800**. These conditions are not typical of vacant land and require extensive remediation, engineering, and public infrastructure investment to overcome.



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #800-9997-000	ITEM NUMBER B.4.(a) Ald. Dist. 6

BACKGROUND

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2025 tax year. Due to a palpable error, the value has been reduced by \$22,400.

ANALYSIS

Parcel: 800-9997-000

Owner: Susan Stanis

Address: 10515 W. St. Martins Rd.

Per the City's Assessor, the initial 2025 assessment was incorrect. The original assessment included value reflecting the property having City water, when in fact the property has well water, which lowers the value.

FISCAL NOTE

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$80.03. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$293.47.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the 2025 property tax bill being paid in full, the \$373.50 will be refunded back to the property owner.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2026-_____, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #800-9997-000; and direct staff to directly refund the original property owner.

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND
FOR PARCEL #800-9997-000

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

Susan Stanis	
10515 W. St Martins Rd.	
Franklin, WI 53132	
(Parcel #800-9997-000)	\$373.50

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund to the property owner in the sum of \$373.50; and

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

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

01-0000-1415	Milwaukee County	\$71.14
01-0198-5543	City of Franklin	\$80.03
01-0000-1412	MATC	\$17.27
01-0000-1411	Franklin School District	\$177.14
01-0000-1413	MMSD	\$17.27

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

PASSED AND ADOPTED by 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____

2026 Request for Chargeback
of Rescinded or Refunded Taxes

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

Property Information

☒ Real estate ☐ Personal property	Parcel/account number 800-9997-000	Is this parcel in a TID? ☐ Yes ☒ No	TID number
Property owner name Susan Stanis	Due to court ruling? ☐ Yes ☒ No	Court determination date	Court case/docket number

Real Estate

Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	\$148,800	\$276,200	\$425,000	Res	\$126,400	\$276,200	\$402,600	\$22,400
Total								

District Information

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

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

Explanation

I certify the total net taxes were rescinded or refunded to the taxpayer ☐ Yes ☐ No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct water source (well water)	

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

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

Signature Statement
Under penalties of law, I declare this form and all attachments are true, correct and complete to the best of my knowledge and belief.
Do you agree with this statement? ☐ Yes ☐ No

Name	Susan & Kenneth Stanis			
Parcel ID	800-9997-000 equated			
Assessed Value -	Original	\$425,000		
Assessed Value -	Revised	\$402,600		
Payments Due		-22,400		
Lottery Credit		-281.77	-281.77	0.00
1/31		3,543.24	3,356.49	186.75
3/31		1,771.62	1,678.25	93.37
5/31		1,771.62	1,678.25	93.37
		<u>6,804.71</u>	<u>6,431.21</u>	<u>373.50</u>

		2025 Rate	Original Amount	Adjusted Amount	Difference	State Report Difference
	GL A/R Acct					
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01.0000.1415	3.4833156	1,480.41	1,402.38	78.03	71.14
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01.0198.5543	3.9199113	1,665.96	1,578.16	87.80	80.03
MATC (VTAE)	01.0000.1412	0.8455435	359.36	340.42	18.94	17.27
1 Franklin Schools	01.0000.1411	8.6739511	3,686.43	3,492.13	194.30	177.14
State School Levy credit		-1.6155230	-686.60	-650.41	-36.19	
MMSD	01.0000.1413	1.3668765	580.92	550.30	30.62	27.92
		<u>16.6740750</u>	<u>7,086.48</u>	<u>6,712.98</u>	<u>373.50</u>	<u>373.50</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

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

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

TOTAL

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #854-0040-000	ITEM NUMBER B.4.(b) Ald. Dist. 4

BACKGROUND

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

ANALYSIS

Parcel: 854-0040-000

Owner: Jeffrey & Pamela Burckhard

Address: 3800 W. Glenwood Drive

Per the City's Assessor, the initial 2025 assessment was incorrect. The original assessment included a shed, but the shed was removed in 2012, therefore included real property that did not exist.

FISCAL NOTE

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$15.00. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will not need to submit any documentation to the Department of Revenue due to the refund being below the statutory dollar threshold.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the 2025 property tax bill being paid in full, the \$15.00 will be refunded back to the property owner.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2026-_____, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #854-0040-000; and direct staff to directly refund the original property owner.

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND
FOR PARCEL #854-0040-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (b), which states that the assessment included real property improvements which did not exist on the date for making the assessment, and a partial rescission and refund of the tax due is appropriate:

Jeffrey & Pamela Burckhard	
3800 W. Glenwood Drive	
Franklin, WI 53132	
(Parcel #854-0040-000)	\$15.00

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund to the property owner in the sum of \$15.00; and

BE IT FURTHER RESOLVED, that the proper City shall have a bad debt expense in the amount of \$15.00, pursuant to Wisconsin State Statutes 74.41, which has a \$250 statutory threshold.

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

01-0000-1415	Milwaukee County	\$0.00
01-0198-5543	City of Franklin	\$15.00
01-0000-1412	MATC	\$0.00
01-0000-1411	Franklin School District	\$0.00
01-0000-1413	MMSD	\$0.00

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

PASSED AND ADOPTED by 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____

2026 Request for Chargeback
of Rescinded or Refunded Taxes

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

Property Information

☒ Real estate	Parcel/account number 854-0040-000	Is this parcel in a TID?	TID number
☐ Personal property		☐ Yes ☒ No	
Property owner name Jeffrey and Pamela Burckhard	Due to court ruling?	Court determination date	Court case/docket number
	☐ Yes ☒ No		

Real Estate

Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
A	\$111,300	\$375,400	\$486,700	A	\$111,300	\$374,500	\$485,800	-\$900
Total								-\$900

District Information

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

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

Explanation

I certify the total net taxes were rescinded or refunded to the taxpayer ☐ Yes ☐ No

Reference 74.33(1)(b)	Statute explanation The assessment included real property which did not exist
Additional explanation Original assessment included a shed, but that shed had been removed back in 2012. Information provided by owner and confirmed by the Assessor.	

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

Preparer

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

Signature Statement

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

Do you agree with this statement? ☐ Yes ☐ No

Name	Pamela & Jeffrey Burckhard			
Parcel ID	854-0040-000 equated			
Assessed Value -	Original	\$486,700		
Assessed Value -	Revised	\$485,800		
Payments Due	-900			
Lottery Credit		-281.77	-281.77	0.00
1/31		4,057.64	4,050.14	7.50
3/31		2,028.82	2,025.07	3.75
5/31		2,028.82	2,025.07	3.75
		<u>7,833.50</u>	<u>7,818.50</u>	<u>15.00</u>

		2025 Rate	Original Amount	Adjusted Amount	Difference	State Report Difference
	GL A/R Acct					
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01.0000.1415	3.4833156	1,695.33	1,692.19	3.14	2.86
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01.0198.5543	3.9199113	1,907.82	1,904.29	3.53	3.22
MATC (VTAE)	01.0000.1412	0.8455435	411.53	410.77	0.76	0.69
1 Franklin Schools	01.0000.1411	8.6739511	4,221.61	4,213.81	7.80	7.11
State School Levy credit		-1.6155230	-786.28	-784.82	-1.46	
MMSD	01.0000.1413	1.3668765	665.26	664.03	1.23	1.12
		<u>16.6740750</u>	<u>8,115.27</u>	<u>8,100.27</u>	<u>15.00</u>	<u>15.00</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

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

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

TOTAL

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #848-9989-002	ITEM NUMBER B.4(C) Ald. Dist. 2

BACKGROUND

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2025 tax year. Due to a palpable error, the value has been reduced by \$22,900.

ANALYSIS

Parcel: 848-9989-002

Owner: Brian and Marilyn Czarnecki

Address: 8503 W. Puetz Rd.

Per the City's Assessor, the initial 2025 assessment was incorrect. The original assessment included value reflecting the property having City water, when in fact the property has well water, which lowers the value.

FISCAL NOTE

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$81.84. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$299.99.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the 2025 property tax bill being paid in full, the \$381.83 will be refunded back to the property owner.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2026-_____, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #848-9989-002; and direct staff to directly refund the original property owner.

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND
FOR PARCEL #848-9989-002

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

Brian and Marilyn Czarnecki 8503 W. Puetz Rd. Franklin, WI 53132 (Parcel #848-9989-002)	\$381.83

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund to the property owner in the sum of \$381.83; and

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

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

01-0000-1415	Milwaukee County	\$72.72
01-0198-5543	City of Franklin	\$81.84
01-0000-1412	MATC	\$17.65
01-0000-1411	Franklin School District	\$181.09
01-0000-1413	MMSD	\$17.65

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

PASSED AND ADOPTED by 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 ____

2026 Request for Chargeback
of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type

Property Information

☒ Real estate ☐ Personal property	Parcel/account number 848-9989-002	Is this parcel in a TID? ☐ Yes ☒ No	TID number
Property owner name Brian and Marilyn Czarnecki	Due to court ruling? ☐ Yes ☒ No	Court determination date	Court case/docket number

Real Estate

Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
A	\$152,400	\$266,200	\$418,600	A	\$129,500	\$266,200	\$395,700	-\$22,900
Total								-\$22,900

Personal Property

☐ Manufacturing ☐ Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest

Paid Interest? ☐ Yes ☐ No	Total non-manufacturing interest refunded/rescinded

District Information

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (*excluding interest*)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (<i>excluding interest</i>)			

Explanation

I certify the total net taxes were rescinded or refunded to the taxpayer ☐ Yes ☐ No	
Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct land value to reflect well water and not city water	

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

Name	Title
Email	Phone

Signature Statement

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

Do you agree with this statement? ☐ Yes ☐ No

Submission Information

Co-muni Code	Submission Type	Submission Date	Confirmation Number

Attachments

You must attach the documents listed below.

1. Property Tax Bill

Name	Brian & Marilyn Czarnecki		
Parcel ID	848-9989-002		
Assessed Value -	Original	\$418,600	
Assessed Value -	Revised	\$395,700	
Payments Due	-22,900		
Lottery Credit		-281.77	0.00
1/31		3,489.88	190.92
3/31		1,744.94	95.46
5/31		1,744.94	95.46
		<u>6,697.99</u>	<u>381.83</u>

		2025 Rate	Original Amount	Adjusted Amount	Difference	State Report Difference
	GL A/R Acct					
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01.0000.1415	3.4833156	1,458.12	1,378.35	79.77	72.72
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01.0198.5543	3.9199113	1,640.87	1,551.11	89.76	81.84
MATC (VTAE)	01.0000.1412	0.8455435	353.94	334.58	19.36	17.65
1 Franklin Schools	01.0000.1411	8.6739511	3,630.92	3,432.28	198.64	181.09
State School Levy credit		-1.6155230	-676.26	-639.26	-37.00	
MMSD	01.0000.1413	1.3668765	572.17	540.87	31.30	28.53
		<u>16.6740750</u>	<u>6,979.76</u>	<u>6,597.93</u>	<u>381.83</u>	<u>381.83</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

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

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

TOTAL

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #896-9985-000	ITEM NUMBER 8.4.(d) Ald. Dist. 1

BACKGROUND

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2025 tax year. Due to a palpable error, the value has been reduced by \$114,200.

ANALYSIS

Parcel: 896-9985-000

Owner: Ronald & Paul Skarie

Address: 7623 W. Ryan Rd.

Per the City's Assessor, the initial 2025 assessment was incorrect. The original assessment should have had a residential home on Hwy 100 standard adjustment.

FISCAL NOTE

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$408.12. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$1,496.06.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the tax bill being outstanding, \$1,904.18 will be directly applied to the outstanding balance on the property tax bill.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2026-_____, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #896-9985-000; and direct staff to directly apply the refund to the outstanding balance on the property tax bill.

Finance Dept - DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND
FOR PARCEL #896-9985-000

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

Ronald & Paul Skarie
7623 W. Ryan Rd.
Franklin, WI 53132
(Parcel #896-9985-000)

\$1,904.18

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund to the outstanding property bill in the sum of \$1,904.18; and

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

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

01-0000-1415	Milwaukee County	\$362.66
01-0198-5543	City of Franklin	\$408.12
01-0000-1412	MATC	\$88.03
01-0000-1411	Franklin School District	\$903.07
01-0000-1413	MMSD	\$142.30

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES____NOES____ABSENT____

2026 Request for Chargeback
of Rescinded or Refunded Taxes

Assessment Year	Co-muni Code	County Municipality	Case No.	Report Type

Property Information

☒ Real estate ☐ Personal property	Parcel/account number 896-9985-000	Is this parcel in a TID ☐ No ☒ Yes	TID number 9
Property owner name 7623 W Ryan Rd		Due to court ruling? ☐ Yes ☒ No	Court determination date Court case/docket number

Real Estate

Assessment Before Adjustment				Assessment After Adjustment				(col. g) Total Assessment Difference (cols. c - f)
Class	(col. a) Land	(col. b) Improvement	(col. c) Total Value (cols. a + b)	Class	(col. d) Land	(col. e) Improvement	(col. f) Total Value (cols. d + e)	
Res	285,400	140,800	426,200	Res	171,200	140,800	312,000	114,200
Total								114,200

Personal Property

☐ Manufacturing ☐ Non-manufacturing	Property category	Before adjustment	After adjustment	Difference

Non-manufacturing Interest

Paid Interest? ☐ Yes ☐ No	Total non-manufacturing interest refunded/rescinded

District Information

Net taxes rescinded or refunded to be charged back to taxing jurisdictions (excluding interest)

District Code	District Type	District Name	Net Tax
	STATE		
	COUNTY		
	MUNICIPALITY		
	SCHOOL		
	UNION HIGH		
	TECHNICAL COLLEGE		
Total net tax rescinded or refunded (excluding interest)			

Explanation

I certify the total net taxes were rescinded or refunded to the taxpayer ☐ Yes ☐ No

Reference 74.33(1)	Statute explanation Correction of palpable error
Additional explanation Correct land value--should've had a Res Home on Hwy 100 standard adjustment	

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

Name	Title
Email	Phone

Signature Statement

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

Do you agree with this statement? ☐ Yes ☐ No

Submission Information

Co-muni Code	Submission Type	Submission Date	Confirmation Number

Attachments

You must attach the documents listed below.

1. Property Tax Bill

Name	Ronald & Paul Skarie			
Parcel ID	896-9985-000 equated			
Assessed Value -	Original	\$426,200		
Assessed Value -	Revised	\$312,000		
Payments Due	-114,200			
Lottery Credit		-281.77	-281.77	0.00
1/31		3,553.25	2,601.16	952.09
3/31		1,776.62	1,300.58	476.05
5/31		1,776.62	1,300.58	476.05
		<u>6,824.72</u>	<u>4,920.54</u>	<u>1,904.18</u>

		2025 Rate	Original Amount	Adjusted Amount	Difference	State Report Difference
	GL A/R Acct					
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01.0000.1415	3.4833156	1,484.59	1,086.79	397.80	362.66
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01.0198.5543	3.9199113	1,670.67	1,223.01	447.66	408.12
MATC (VTAE)	01.0000.1412	0.8455435	360.37	263.81	96.56	88.03
1 Franklin Schools	01.0000.1411	8.6739511	3,696.84	2,706.27	990.57	903.07
State School Levy credit		-1.6155230	-688.54	-504.04	-184.50	
MMSD	01.0000.1413	1.3668765	582.56	426.47	156.09	142.30
		<u>16.6740750</u>	<u>7,106.49</u>	<u>5,202.31</u>	<u>1,904.18</u>	<u>1,904.18</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

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

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

TOTAL

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS AND RECOMMENDATIONS	A Resolution conditionally approving a Land Combination for 9421 S 94 th Street & 0 S 96 th Street (TKN 887 0060 000 & 887 0069 000)	ITEM NUMBER B.4.(e) Ald. District 1

At its March 5, 2026 meeting, the Plan Commission recommended approval of a resolution conditionally approving a Land Combination for 9421 S 94th Street & 0 S 96th Street (TKN 887 0060 000 & 887 0069 000)

Planning: LH/RM

COUNCIL ACTION REQUESTED

A Resolution conditionally approving a Land Combination for 9421 S 94th Street & 0 S 96th Street (TKN 887 0060 000 & 887 0069 000)

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

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR 9421 S
94TH STREET & 0 S 96TH STREET (TKN 887 0060 000 & 887 0069 000)
(MICHAEL & MICHELLE DEGRAVE, APPLICANTS AND PROPERTY OWNERS)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed Land Combination for Michael and Michelle DeGrave to combine 9421 S 94th Street and 0 S 96th Street (TKN 887 0060 000 & 887 0069 000), properties more particularly described as follows:

LOTS 2 AND 11 IN BLOCK 6 IN BRIARWOOD, BEING A
SUBDIVISION OF A PART OF SOUTHEAST ¼ OF SECTION 20,
TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9-13.B of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Michael and Michelle DeGrave, as submitted by Michael and Michelle DeGrave, for the approval of a Land Combination for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions:

1. Michael and Michelle DeGrave, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the DeGrave Land Combination project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon Michael and Michelle DeGrave and the DeGrave Land Combination project for the properties located at 9421 S 94th Street & 0 S 96th Street (TKN 887 0060 000 & 887 0069 000): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 17th day of March, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 17th day of March, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

REPORT TO THE COMMON COUNCIL

Meeting of March 17, 2026

Land Combination

RECOMMENDATION: City Development Staff recommends denial of the Land Combination Application for properties located at 9421 S 94th St and 0 S 96th Street / 887 0060 000 & 887 0069 000.

Project name:	Land combination, DeGrave
Property Owner:	Michael and Michelle DeGrave
Applicant:	Michael DeGrave
Property Address/TKN:	9421 S 94 th St and 0 S 96 th Street / 887 0060 000 & 887 0069 000
Aldermanic District:	District 1
Zoning District:	R-SE – Suburban/Estate Residence District
Staff Planner:	Luke Hamill, Associate Planner

Project Analysis

The subject properties are two residential properties within the Briarwood Subdivision. The current request is a consolidation of two lots. Currently, Parcel 1 is a lot with an existing single-family home and detached garage, while Parcel 2 is vacant with no structural improvements. There are no proposed changes to the use of these properties as part of this request.

The Briarwood Subdivision the properties are in is one of the oldest subdivisions in the City of Franklin. The vacant lot has been vacant since the subdivision was created. The applicant has stated that he does not intend to improve the vacant lot and it will only serve as a backyard.

The Land Combination is requesting to combine the two existing lots listed below to create a single 46,348 square foot (1.06 Acre) parcel.

All lots are zoned R-SE Suburban/Estate Residence District. The proposed lot configuration does not meet the requirements of the Unified Development Ordinance (UDO) standards with respect to lot configuration. §15-8-02(C) of the UDO stipulates,

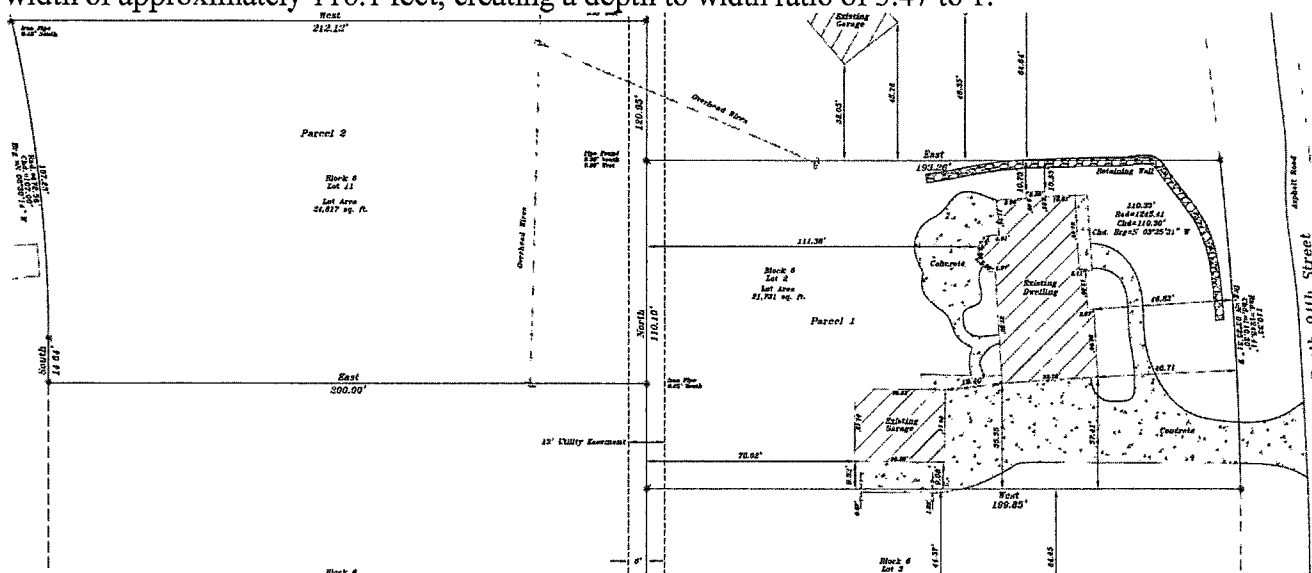
“Double Frontage Lots. Double frontage and reverse frontage lots shall be prohibited except where necessary to provide separation of development from through traffic or to overcome specific disadvantages of topography and orientation, as determined by the Plan Commission.”

The proposed land combination would make the proposed lot a double frontage lot. It notes that the Plan Commission may allow a double frontage lot based on the criteria in the above excerpt.

Additionally, §15-8-02(H) of the UDO stipulates.

“Lot Depth to Width. Lots with a lot depth to width ratio greater than two (2) to one (1) are prohibited, except for the creation of outlots as approved by the Zoning Administrator.”

The proposed land combination would create a lot with a depth of approximately 402.61 feet and a lot width of approximately 116.1 feet, creating a depth to width ratio of 3.47 to 1.



STAFF RECOMMENDATION

The Department of City Development staff recommends denial of the Land Combination Application for properties located at 9421 S 94th St and 0 S 96th Street / 887 0060 000 & 887 0069 000.

If the Common Council were to approve this application, a resolution is attached to this packet.

Date: February 17, 2025
To: Michael DeGrave
From: Department of City Development. Luke Hamill, Associate Planner.
RE: Staff Comments, 9421 S 94th Street / 887 0060 000

Please be advised that city staff has reviewed the above application submitted on December 16, 2025 (deemed complete on January 21, 2026), for a proposed Land Combination for the creation of 1 lot on lot located at 9421 S 94th Street / 887 0060 000. The following comments are for your review and consideration.

Planning Department Comments

1. Your application is tentatively scheduled for the March 5th Plan Commission Meeting at 6PM in the Common Council Chambers. It will then proceed to the March 17th Common Council Meeting for a final decision. Please submit 12 copies of your application materials (minus your application form) to the Planning Department by Monday, February 23rd.
2. The proposed Land Combination does not comply with Section 15-8-02(H) of the Unified Development Ordinance, which prohibits lots with a lot depth to width ratio of greater than 2 to 1. The proposed lot would have a lot depth to width ratio of 3.67 to 1. Based on this reasoning, Planning staff is recommending denial of the proposed Land Combination. Please note the Plan Commission and Common Council may take a different decision than what is recommended by staff.
3. According to Section 15-8-02(C) of the UDO, the proposed lot would be a Double Frontage Lot, which is prohibited except when deemed necessary by the Plan Commission.
4. Please submit what the new legal description of the combined lot would be.

Engineering Department Comments

- A New Plat of Survey is highly recommended
- New Legal Description will be created
- Current TKN's will go away and a new one created for the new parcel

Subject: Explanation of Land Combination Application – Extended Backyard Use

We are submitting this land combination application to formally combine the adjacent parcel with our primary residential property in Franklin, Wisconsin.

The purpose of this combination is to incorporate the adjoining lot into our existing residential parcel as an extension of our backyard. The combined parcel will function as a single residential property and will not be developed as a separate buildable lot. By eliminating the standalone buildable status of the adjacent parcel, this action will reduce the individual tax basis associated with maintaining two separate tax parcels.

The combined property will be used solely for residential purposes consistent with current zoning requirements. No additional structures or independent utilities are planned for the adjoining lot once combined. The land will remain open yard space and part of our primary residence.

We respectfully request approval of this land combination as it aligns with residential use, maintains neighborhood character, and reflects our intended long-term use of the property.

New Legal Description

LOTS 2 AND 11 IN BLOCK 6 IN BRIARWOOD, BEING A SUBDIVISION OF A
PART OF SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21
EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PLAT OF SURVEY

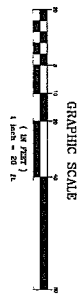
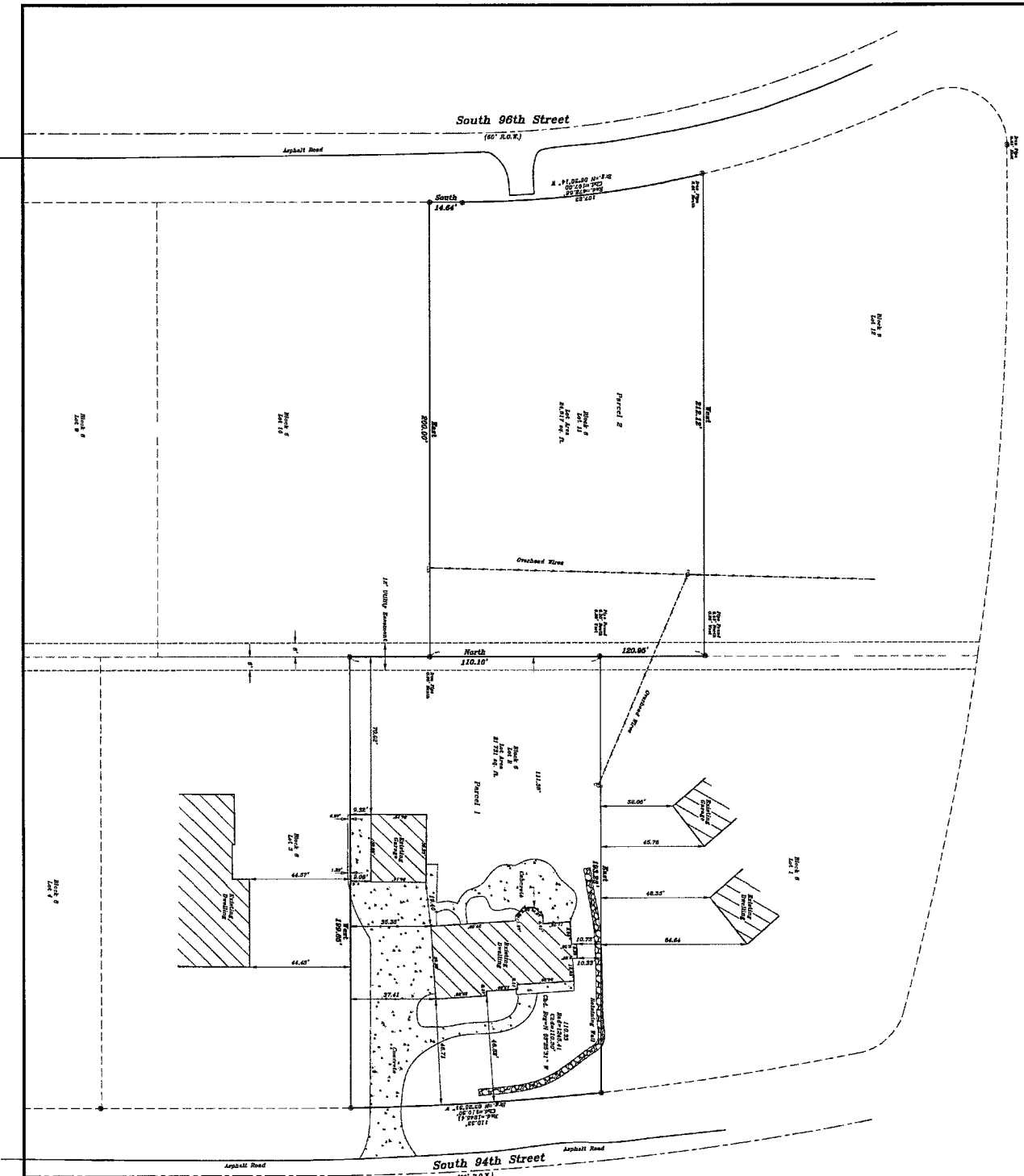
DeGrove Residence

LOCATION: 9421 South 94th Street, Franklin, Wisconsin

LEGAL DESCRIPTION:

Parcel 1: 9421 South 94th Street, Franklin, Wisconsin
 Lot 2 in Block 6 in BRIANWOOD, being a subdivision of a part of the
 Southeast 1/4 of Section 20, Town 5 North, Range 21 East, in the
 City of Franklin, Milwaukee County, Wisconsin.

Parcel 2: South 96th Street, Franklin, Wisconsin
 Lot 11 in Block 6 in BRIANWOOD, being a subdivision of a part of the
 Southeast 1/4 of Section 20, Town 5 North, Range 21 East, in the
 City of Franklin, Milwaukee County, Wisconsin
 January 14, 2026
 Survey No. 116475



Dennis C. Smith
 Wisconsin License Number 15201

METROPOLITAN SURVEY SERVICE, INC.
 PROFESSIONAL LAND SURVEYORS
 Franklin, Wisconsin 53115
 www.metro-survey.com
 0 — Dashed Line Pipe Bound
 0 — Surveyed Line
 000.0 — Boundary Proposed Sht Screen

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/17/2026
Reports and Recommendations	A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO SIGN THE 2026 ALLIANCE WI YOUTH STATE OPIOID RESPONSE (SOR4) PREVENTION GRANT	ITEM NUMBER ALL DISTRICTS H.4.(f)
Background: Community Advocates Inc (CA) is a substance misuse prevention partner in Milwaukee County awarding Alliance WI Youth State Opioid Response (SOR4) Prevention grants to local community coalitions focused on substance misuse prevention. The goals of the SOR4 grant is to support local community coalitions to increase prescription drug/opioid prevention efforts through specific activities. CA has awarded the Franklin Health Department (FHD) a SOR4 grant in the amount of \$12,330. Analysis: The SOR4 grant would enhance FHD and Volition Franklin efforts around substance misuse prevention. Specifically, this funding would provide the FHD the opportunity to increase education efforts around opioid misuse prevention through the following activities: • Drug lock bags for dissemination to the Franklin community • Prescription Drug Deactivation Units for dissemination to the Franklin Community • Overdose and Prevention Public Awareness Campaigns for community education purposes • Drug Takeback Event materials The updated contract has been sent to the City Attorney for review. Fiscal Note: The above objectives would occur with approval of this grant funding. There will be no impact to the City of Franklin budget for these expenses. <u>COUNCIL ACTION REQUESTED</u> Motion to approve a Resolution authorizing Franklin Director of Health and Human Services to Sign the 2026 Alliance WI Youth State Opioid Response (Sor4) Prevention Grant.		

Health Department: MC

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 03/17/2026

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN
SERVICES TO SIGN THE 2026 ALLIANCE WI YOUTH STATE OPIOID RESPONSE
(SOR4) PREVENTION GRANT

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

WHEREAS, Community Advocates and the Alliance WI Youth have awarded The City of Franklin Health Department funding through State Opioid Response dollars to support opioid prevention work locally; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the motion to sign the 2026 Alliance WI Youth State Opioid Response (SOR4) Prevention Grant contract is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Health Department Director of Health and Human Services is hereby authorized to sign and execute the 2025- 2026 Alliance WI Youth State Opioid Response (SOR4) Prevention Grant contract.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____



GRANT AGREEMENT
between
COMMUNITY ADVOCATES and
City of Franklin/Franklin Health Department for
Alliance WI Youth State Opioid Response (SOR4)
Prevention

Agreement Amount: \$12,330
Agreement Term Period: 9/30/2025 to 9/01/2026
CA Division: Public Policy Institute
CA Grant Administrator: Kat Becker
CA Telephone: 651-239-8922
CA Email: KBecker@communityadvocates.net

Grantee Grant Administrator: Megan Conway
Grantee Telephone: (414) 427-7530
Grantee Email: mconway@franklinwi.gov
Grantee Name: City of Franklin/Franklin Health Department
Grantee UEI Number: GGTNU4CP2MB1
Grantee FEIN: 39-6005897

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

Community Advocates

Authorized Representative
Name: Andi Elliott
Title: CEO

Signature: _____

Date: _____

Grantee

Authorized Representative
Name: Lauren Gottlieb
Title: Director of Health & Human Services

Signature: _____

Date: _____

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1. DEFINITIONS

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

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

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

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

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

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

CA: Community Advocates.

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

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

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

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

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

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

2. ORDER OF PRECEDENCE

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

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

3. PARTIES

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

4. PURPOSE AND SCOPE

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

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

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

4.1 List of Exhibits

- Exhibit 1: Workplan
- Exhibit 2: Budget
- Exhibit 3: Special Requirements

5. CONTACT INFORMATION

CA Grant Administrator

Grant Administrator Name: **Kat Becker**

Telephone: **651-239-8922**

Email: **KBecker@communityadvocates.net**

Grantee Grant Administrator

Grant Administrator Name: **Megan Conway**

Telephone: (414) 427-7530
Email: mconway@franklinwi.gov

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

6. PAYMENT FOR GRANT AWARD

- A. All payments to Grantees will be made by check. Invoices received by the 10th day of the month will receive payment in the beginning of the following month.
- B. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- C. The Grantee shall submit expenditures on the form required by CA via email to the attention of Hannah Lepper at HLepper@communityadvocates.net
- D. Payments to the Grantee will be made on a monthly basis per the CA Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by CA.
- E. Expense reports received timely in accordance with the CA Processing Dates schedule will be reviewed and processed per the CA Processing Dates schedule.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If CA determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within 30 days of notification by CA. CA may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. CA reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

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

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of CA. The Grantee shall not be deemed or construed to be an employee of CA for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated

herein in their entirety by reference to the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapterII/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

- G. As required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the Rehabilitation Act of 1973 (29 U.S.C. § 791 et. seq.), specifically Sections 504 and 508, Section 1557 of the Affordable Care Act (42 U.S.C. § 18116 et. seq.), and the Nondiscrimination in Healthcare Programs and Activities Rule (89 F.R. 37522) published on April 24, 2024, the Grantee must adhere to the specific Federal requirements therein, ensuring that all web content and mobile applications (apps) are accessible to people with disabilities. To meet those regulations, the Grantee must adhere to the Web Content Accessibility Guidelines (WCAG) 2.1 in the fulfillment of the Contract.

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

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

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

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

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
201 E. Washington Ave., Room A200
P.O. Box 7850
Madison, WI 53707-7850
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

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

[FOR US DHHS (CMS/FDA/HRSA/CDC/NIH) GRANT:] In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

[FOR USDA/FNS GRANT:] In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

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

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
201 E. Washington Ave., Room E200B
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

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

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
201 E. Washington Ave., Room A200
P.O. Box 7850
Madison, WI 53707-7850
dhscontractcompliance@dhs.wisconsin.gov

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

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

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

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

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

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

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

- A. *Reporting to CA:* Grantee shall immediately report within five (5) business days to CA any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with CA's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by CA for those activities.
- B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless CA and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by CA in the enforcement of this section.
- C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to CA, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that CA, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.

- D. *Liquidated Damages*: The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. CA and DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA*: The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

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

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

This Section shall survive the termination of the Agreement.

12. SUBGRANT or SUBCONTRACT

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

13. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by CA for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition. C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written

disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

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

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

14. ACCOUNTING REQUIREMENTS

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

15. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify CA of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

16. PROPERTY MANAGEMENT REQUIREMENTS

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

17. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by CA, the Grantee shall submit an annual audit to CA if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with CA; and (b) funds from CA passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding:* CA shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to CA a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 4. Report on compliance for each major program and a report on internal control over compliance.
 5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
 9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. *Audit Due Date:* Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the

audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

- F. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records:* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of CA and DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of CA and DHS to conduct or arrange for other audits or review of federal or state programs. CA and DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers:* The auditor shall make audit work papers available upon request to the auditee, CA, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements:* CA or DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide CA or DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 - 1. The auditee did not have an audit.
 - 2. The auditee did not send the audit to CA or DHS or another granting agency within the original or extended audit deadline.
 - 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 - 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 - 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions:* CA or DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 - 1. Requiring modified monitoring and/or reporting provisions;
 - 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 - 3. Disallowing the cost of audits that do not meet these standards;
 - 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 - 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to CA or DHS because the auditee did not comply with audit requirements;
 - 6. Assessing financial sanctions or penalties;
 - 7. Discontinuing contracting with the auditee; and/or
 - 8. Taking other action that CA or DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits:* An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by CA or DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

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

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

Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

18. OTHER ASSURANCES

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

19. RECORDS

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

20. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with CA the terms and conditions of this Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services.
 - 2. Changes required by state and federal law or regulations or court action.
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for CA to terminate this Agreement.

- C. *Non-Appropriation*: CA reserves the right to cancel any Agreement in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or receipt of funds by the Legislature or federal government or for failure of the Grantee to comply with terms, conditions, and specifications of this Agreement.
- D. *Termination for Cause*: CA may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.

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

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

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

prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

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

- F. *Cancellation*: CA reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
 3. Makes an assignment for the benefit of creditors;
 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 5. Incurs a delinquent Wisconsin tax liability;
 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 8. Becomes a federally debarred Grantee;
 9. Is excluded from federal procurement and non-procurement Agreements;
 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
 11. Fails to maintain the confidentiality of CA's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
 12. Grantee performance threatens the health or safety of a state employee or state customer.

21. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure CA determines is necessary to protect the interests of the State.

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

22. DISPUTE RESOLUTION

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

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

23. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **45 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by CA. In the event this occurs, an alternate payment process as determined by CA would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. INDEMNITY

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

25. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of CA shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. CA and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.

- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

26. GOVERNING LAW

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

27. SEVERABILITY

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

28. ASSIGNMENT

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

29. ANTI-LOBBYING ACT

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

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

30. DEBARMENT OR SUSPENSION

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

31. DRUG FREE WORKPLACE

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

32. MULTIPLE ORIGINALS

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

33. CAPTIONS

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

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

Performance Reporting: Grantee will provide a DCTS Performance Report no later than 30 days past mid-point of the contract period, and a contract end Performance Report no later than 30 days past contract end date unless otherwise stipulated in writing by CA.

35. NULL AND VOID

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

36. FEDERAL AWARD INFORMATION

DHS Profile Number	533526
FAIN	H79T1087743
Federal Award Date	9/20/2025
Subaward period of Performance Start Date	9/30/2025
Subaward period of Performance End Date	9/01/2026
Amount of Federal Funds obligated (committed) by this action	\$12,330
Federal Award Project Description	Wisconsin State Opioid Response 4
Federal Awarding Agency Name (Department)	U.S. Department of Health & Human Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	93.243

Assistance Listings Name	Substance Abuse and Mental Health Services_Projects of Regional and National Significance
R&D?	No
Indirect Cost Rate	5.00%

37. GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY GEARS PAYMENT INFORMATION

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

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency	GEARS Contract	GEARS Contract
	Program Total Contract:	Type:	Start Date:	End Date:
547463	Community Advocates	90	10/1/2025	9/30/2026
				\$368,940

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
533526	ALLIANCE WI YOUTH SOR4		-	\$368,940	\$368,940	N/A
					\$368,940	

EXHIBIT 3 Special Requirements

Prevention Services Funded with Wisconsin State Opioid Response (SOR) Grant Funding

I. Prevention Services Requirements

A. Expectations

The purpose of this program is to address the opioid crisis by increasing access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment and recovery activities for opioid use disorder (OUD) (including prescription opioids as well as illicit drugs such as heroin). Grantees will use a comprehensive evidence-based prevention approach to reduce the non-medical/unauthorized availability of and access to prescription opioids. The WI SOR grant program will work to strengthen communities in developing policies and practices that prevent and respond appropriately to prescription drug/opioid misuse.

To meet the goals of the Wisconsin SOR - Prevention grant program, DCTS expects grantees to use grant funds to support the following activities:

- Needs assessment of the prescription drug/opioid overdose issue in the grantee's community(ies) to identify the areas and populations of greatest need, and select strategies of focus that best meet local needs.
- Collaboration and coordination of funding streams related to the prevention of prescription drug/opioid overdose-related deaths and adverse events, including coordinating with Wisconsin Strategic Prevention Framework Partnerships for Success, 2015 (PFS15), Prescription Drug Overdose Prevention (PDO) and the Strategic Prevention Framework Prescription Drug (SPF Rx) grants.
- Participate in interagency coordination among local agencies, including an Opioid Advisory Workgroup, to develop and implement the grantee's comprehensive prevention program.
- Increase proper storage, monitoring, and disposal of prescription medications in communities.

B. Required Activities

WI SOR - Prevention grant funds must be used primarily to support local community coalitions to increase prescription drug/opioid prevention efforts by including the following types of activities:

- Establish a menu option of prevention strategies to support the implementation of best practices in local coalitions' communities.
- Share resources and connect community stakeholders through the coalition infrastructure in order to align community prevention efforts for addressing risks and protective factors within the community.
- Raise community awareness about prescription drug misuse, in particular opioid pain relievers, including providing resource guides, presentations, fact sheets, brochures, public service announcements, and speaking engagements;
- Assess gaps in collection efforts and support additional resources for collection (permanent drug drop boxes, needle collection boxes) in law enforcement and pharmacy settings, and disposal (take back events, home disposal systems);
- Purchase personal prescription drug lock boxes for those prescribed opioids in order to secure medications within the home.
- Identify and support training of key community sectors, such as first responders and others on overdose death prevention strategies, such as the use of naloxone and partner with entities that currently fund the distribution of naloxone to support first responders.
- Distribute naloxone throughout the community to high need populations at risk of an overdose.
- WI-SOR- Prevention grant may also support the following types of activities through community presentations, town hall meetings, or other education efforts:
- Collaboration with healthcare providers to educate them on overdose dangers, and to recommend that they consider providing standing orders for naloxone to patients and family members.
- Collaboration with pharmacies to distribute naloxone, as permitted by state law.
- Public education on Wisconsin's "Good Samaritan" laws, such as those that permit bystanders to alert emergency responders to an overdose or to administer naloxone without fear of civil or criminal penalties.

C. Data Collection and Performance Measurement

All grantees are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. Grantees will be required to report performance on the following performance measures.

Grantees' progress in addressing the opioid epidemic will be partially assessed through the submission of data in compliance with the Substance Abuse Prevention and Treatment Block Grant (SABG) standard reporting requirements. Additionally, grantees will be required to report performance on the following performance measures specific to this program:

- Number of OUD prevention and treatment providers trained, to include NPs, PAs, first responders, as well as physicians, nurses, counselors, social workers, case managers, etc.
- Distribution and/or implementation plan from all coalitions requesting and receiving products or funding from this grant award.
- Mid-Year and final outcome report from all agencies receiving products or funding from this grant award itemizing process and outcome indicators for the strategies implemented.

Performance data will be reported to the public as part of SAMHSA's Congressional Justification. Grantees will also be expected to participate in a national evaluation.

D. Terms and conditions for continual funding

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in award termination, or denial of future funding.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the CARS system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify CA.

Certification Statement: By drawing down funds, the grantee certifies that the grantee and any subcontractors have proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer state and federal awards and funds drawn down.

Recipients and subrecipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award.

The funding for this grant is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75 (<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=0ddb69baec587eeea4ab7e6a68c4acb0&mc=true&r=PART&n=pt45.1.75>).

- A. Executive Pay:** For FY 2016, the Consolidated Appropriations Act, 2016 (Pub. L. 113-76) signed into law on January 10, 2016, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II annual salary is \$185,100.
- B. Data Collection and Performance Measurement:** Government Performance and Results (GPRA) Modernization Act of 2010. All requirements specified around performance data collection must be followed. Recipients and sub recipients must comply with the performance goals, milestones, and expected outcomes.
- C. Non-Supplant:** Federal funds must supplement, not replace (supplant) non-federal funds. All grantees who receive funding from CA, DHS, DCTS must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

D. Future Funding: Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the grant is documented and acceptable.

E. Reporting Program Income: Program income accrued under the award must be accounted for in accordance with 45 CFR Part 75.307, as applicable.

Grantees must exercise proper stewardship over federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds.

DHS may disallow the costs if it is determined, through audit or otherwise, that the costs do not meet the tests of allowability, allocability, reasonableness, necessity, and consistency.

Changes in Key Personnel: The recipient is required to notify the CA Grant Administrator in writing if the Project Director (PD)/coordinator or key personnel specifically named in the annual application will withdraw from the project entirely, be absent from the project during any continuous period of three months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). CA must approve any alternate arrangement proposed by the grantee.

Acknowledgement of Federal Funding: As required by HHS appropriations acts, all grantees and subgrantees must acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Conferences: When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Mandatory disclosures: Consistent with 45 CFR 75.113, applicants and recipients and subrecipients must disclose in a timely manner, in writing to CA, DHS DCTS and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

Confidentiality of Alcohol and Drug Abuse Patient Records: The regulations (42 CFR 2) are applicable to any information about alcohol and other drug misuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

THIS AWARD IS SUBJECT TO REQUIREMENTS AS SET FORTH IN 2 CFR 25.110 CENTRAL CONTRACTOR REGISTRATION (CCR) (NOW SAM) AND DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBERS. 2 CFR Part 25 - Appendix A

Administrative and National Policy Requirements: Awards issued through SAMHSA Funding Opportunity Announcements are subject to the uniform administrative requirements and cost principles of 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

The grantee and all subcontractors are responsible for complying with all requirements of the federal award. For all federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also

requirements implementing the Act for the non-federal entity at 2 CFR part 25 and 2 CFR part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2324 and 2409, and 41 U.S.C. 4304, 4310, and 4712.

An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

Drug-free workplace: The recipient and any subcontractors, must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (22 U.S.C. 7104(G)), AS AMENDED, AND THE IMPLEMENTING REGULATIONS AT 2 C.F.R. PART 175: The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. CPSC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

Award Term from 2 C.F.R. § 175.15(b): Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

- 1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
2. CA may unilaterally terminate this contract, without penalty, if you or a subrecipient that is a private entity:
 - a) Is determined to have violated a prohibition in paragraph a.1 of this exhibit; or
 - b) Has an employee who is determined by the CA official authorized to terminate the contract to have violated a prohibition in paragraph a.1 of this contract term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Nonprocurement)."

b. Provision applicable to a recipient other than a private entity. The federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any recipient.

- 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) "Employee" means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) "Private entity":

- Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - Includes:
 - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Accessibility Provisions for All Grant Application Packages and Funding Opportunity Announcements:

Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with state and federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. Please see <http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html>.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>; and <http://www.hhs.gov/ocr/civilrights/understanding/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at <http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html> or call 1-800-368-1019 or TDD 1-800-537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations.

For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

Grantees must also comply with the administrative requirements outlined in 45 CFR Part 75. For more information see the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>.

Grant funds cannot be used to supplant current funding of existing activities. "Supplant" is defined as replacing funding of a recipient's existing program with funds from a federal grant.

E. Funding Restrictions

Grant funds must be used for purposes supported by the program and may **not** be used to:

- Pay for any lease beyond the project period.
- Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
- Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
- Pay for housing other than residential mental health and/or substance use treatment.
- Only allowable costs associated with the use of federal funds are permitted to fund evidence-based practices (EBPs). Other sources of funds may be used for unallowable costs (e.g., meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
- Make direct payments to individuals to induce them to enter prevention or treatment services. However, SAMHSA discretionary grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
- Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, SAMHSA discretionary grant funds may be used for non-cash incentives of up to \$25 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow up. This amount may be paid for participation in each required interview.
- Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.
- Pay for pharmacologies for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.
- Outside individuals or companies that prepare or participate in the preparation of grant applications may not be contractors on those grants per 45 CFR 75.328, which addresses full and open competition.
- CA will not accept a “research” indirect cost rate. The grantee must use the “other sponsored program rate” or the lowest rate available.
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See the following references:
 - 45 C.F.R. § 75.300(a): The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.
 - 21 U.S.C. §§ 812(c)(10): Schedules of controlled substances
 - 21 U.S.C. §§ 841: Prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. (See 21 C.F.R. § 1301.18)

F. Sub-Awardees

Requirements herein stated apply to any sub-grants or sub-contractors. The contracting agency has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. The Contractors must inform the sub-grantees of the federal award information set forth herein and provide the sub-contractor the appropriate CFDA number.

CERTIFICATION REGARDING LOBBYING

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

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

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

(Signature of Official Authorized to Sign Application)

Lauren Gottlieb

(Print Name)

City of Franklin/Franklin Health Department

(Agency/Contractor Name)

(Date)

Director of Health and Human Services

(Title)

State Opioid Response Grant (SOR4)

(Title of Program)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

SIGNATURE -- Official Authorized to Sign Application	Date Signed
For <i>(Name of Vendor)</i> City of Franklin/Franklin Health Department	Unique Entity Identifier (UEI), <i>if applicable</i> GGTNU4CP2MB1

APPENDIX A

Friday, January 9, 2026

State Opioid Response Application

Please use this form to apply for funding under the State Opioid Response 2025-2026 funding cycle. Contact Kat Becker - kbecker@communityadvocates.net with any questions.

Contact Information

Applicants must complete all fields in this section. Please provide the requested information.

Member coalition name:	Volition Franklin
Area served by coalition (county, municipality, neighborhood, etc.):	Franklin, WI
Primary contact:	Megan Conway mconway@franklinwi.gov
Secondary contact:	Ellen Henry ehenny@franklinwi.gov
Fiscal agent/organization supporting this application:	City of Franklin/Franklin Health Department
Authorized signer for contract, if awarded:	Lauren Gottlieb llube@franklinwi.gov
Fiscal agent/organization UEI or DUNS number:	GGTNU4CP2MB1
Fiscal agent/organization federal employer identification number (FEIN):	39-6005897
Fiscal agent address:	9229 W Loomis Rd Franklin, WI, 53132-9630
Can supplies ordered under this funding be shipped to the address listed above?	Yes

Select Strategies

Use the menu below to apply for up to \$12,500 in funding from at least two category areas (not including staff time.) Please note that funds for school-based prevention programs are calculated separately from other strategies, and thus excluded from the \$12,500 limit.

Monitor the total at the bottom of this field to ensure final quantities do not exceed \$12,500. Once selections are indicated, follow the form to complete a workplan for each strategy.

Description	Amount
Drug Takeback Event	\$500.00

Description	Amount
Deterra Deactivation Units \$856.00 x 5	\$4,280.00
Prescription Drug Lock Bags \$31.00 x 50	\$1,550.00
Prevention Focused Public Awareness Campaign \$500.00 x 8	\$4,000.00
Overdose Prevention Community Education Event \$500.00 x 4	\$2,000.00
Total	\$12,330.00

Complete Workplans

Workplan templates will appear below for strategies selected above. Please complete each workplan.

Drug takeback events and permanent disposal drop boxes.

Details of Project	
How many drug takeback events will occur?	1 Event
How many permanent drop boxes will be purchased?	0
What community groups will the coalition partner with for this project?	Franklin Health Department, Franklin Police Department, Franklin Fire Department
How will this funding be used? (ex: advertising, officer overtime, security for drop box, etc.)	Funding will be used to purchase A frame sign advertising the area where medication is to be dropped off at the event, social media advertising to encourage participation in the event, and table cloth for the event and coalition branded giveaway to encourage attendance, PD staff time
How will collected medications be properly disposed?	The Franklin Police Departments evidence technicians will be in attendance handling all medication and disposal while Volition Franklin hands out medication disposal bags and medication lock bags to those that attend.
How will the coalition collect data that supports the reporting requirements for this strategy?	Volition Franklin/FHD will work with law enforcement to register event, track how much is collected at the event with the help of FPD

Details of Project

What resources, partnerships, or training are needed to tackle this goal?

Partnership with the Franklin Police Department

What does success look like in this strategy, and how will the coalition know if it's achieved?

Success will be based on number of attendees, amount of medication collected at event and community feedback on ease of take back day details.

Prescription drug deactivation units, takeaway medication return envelopes, prescription drug lock boxes and bags.

Details of Project

Where will these supplies be distributed? Provide specific details for each product type.

community events taking place during the reporting period

How will the coalition and partnering organizations distribute supplies throughout the service area?

Community and coalition partners will distribute lock bags and deterra pouches at local community events such as summer concerts, arbor day event, national night out and more.

What population(s) does the coalition intend to reach with these supplies?

Community members, parents, seniors, youth that have had medications prescribed after surgeries etc.

How will the coalition collect data that supports the reporting requirements for this strategy?

number distributed

What resources, partnerships, or training are needed to tackle this goal?

partnership with coalition members and the FHD

What does success look like in this strategy, and how will the coalition know if it's achieved?

number of bags/pouches distributed

Prevention focused public awareness campaign.

Details of Project

What is the target audience for the public messaging campaign?

General community members, parents, students

Which public awareness campaign(s) will be used? See the list of acceptable campaigns in the funding announcement.

Small Talks;Over the Dose campaign

Where will the target audience interact with the information?

Billboards placed locally in Franklin

What materials and/or methods will be used to raise awareness?

Contracting with Clear Channel Billboards

How will the coalition collect data that supports the reporting requirements for this strategy?

Clear Channel Data on how many people travel by billboard (reach)

Details of Project	
What resources, partnerships, or training are needed to tackle this goal?	partnership with FHD/Clear Channel
What does success look like in this strategy, and how will the coalition know if it's achieved?	Increased knowledge and community awareness of opioids, alcohol and having meaningful conversations on the dangers and harms of use/misuse.

Overdose prevention community education event.

Details of Project	
How many events will be hosted?	2
How many participants are anticipated to attend?	50
What population(s) or sector(s) is each event designed to reach?	Key community leaders/stakeholders and general community
What is the message or focus for each event?	Opioid book club and Community Health Assessment to guide opioid discussion
Provide specifics on how the funding will be used: (advertising, virtual platform/licensing fees, giveaway items, speaker fees, etc.)	Partnering with local library to host a reading group with parents and their children on the dangers of opioid misuse. Additional event will take place during the FHDs Community Health Assessment to hire a meeting facilitator to help guide conversations surrounding local prevention and opioid misuse as related to the community health assessment.
How will the coalition collect data that supports the reporting requirements for this strategy?	tracking of number of people that attend, pre/post survey with book club, materials distributed and partnership/participation feedback.
What resources, partnerships, or training are needed to tackle this goal?	Franklin Public Library and consultant for CHA discussion including opioid info
What does success look like in this strategy, and how will the coalition know if it's achieved?	number of attendees, survey feedback

Additional Requests

Additional funding may become available beyond the \$12,500 limit. Please select the strategies you'd be interested in receiving more funding to implement if the opportunity arises.

Select all strategies that apply. Once indicated, individual fields will appear to input the requested total funding per strategy.

- Drug takeback event Deterra drug deactivation units
- Prescription drug lock bags
- Prevention focused public awareness campaign
- Overdose prevention community education event

Additional funding amount requested for drug takeback event(s): 500

Additional funding amount requested for Detera drug deactivation units: 500

Additional funding amount requested for prescription drug lock bags: 500

Additional funding amount requested for prevention focused public awareness campaign(s): 500

Additional funding amount requested for overdose prevention community education event(s): 500

Acknowledgements

Please check each box to confirm understanding of the following:

I understand that if this application is awarded...

we will submit a completed budget and budget narrative workbook for review.

we will submit regular reimbursement requests and keep the RPC staff updated on spending progress.

we will comply with reporting requirements as set by SAMHSA and the State of Wisconsin Department of Health Services.

we will send at least one coalition member to attend the SOR Grantee Summit (virtual) from 12 - 3pm on February 11, 2026.

Agency: Volition Franklin/Franklin Health Department

Submitted by: Megan Conway

Program: SOR-4 2025-2026

CATEGORY	AMOUNT	IN KIND OR CASH MATCH	TOTAL PROJECT COST
Salaries	\$ -	\$ -	\$ -
Employee Benefits	\$ -	\$ -	\$ -
Payroll Taxes	\$ -	\$ -	\$ -
Professional Fees	\$ 3,500	\$ -	\$ -
Supplies	\$ 6,830	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Occupancy	\$ -	\$ -	\$ -
Equipment Rental/Maintenance	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -
Employee Travel	\$ -	\$ -	\$ -
Conferences	\$ -	\$ -	\$ -
Membership Dues	\$ -	\$ -	\$ -
Awards and Grants	\$ -	\$ -	\$ -
Allocated Costs	\$ -	\$ -	\$ -
Client Transportation	\$ -	\$ -	\$ -
Other - Media	\$ 2,000	\$ -	\$ -
Other - Media	\$ -	\$ -	\$ -
Other - Media	\$ -	\$ -	\$ -
Total	\$ 12,330	\$ -	\$ -

Certified by: Lauren Gottlieb

Signature: Lauren Gottlieb

Agency: Volition Franklin/Franklin Health Department

Submitted by: Megan Conway

Program: SOR-4 2025-2026

CATEGORY	DESCRIPTION
Salaries	
Employee Benefits	
Payroll Taxes	
Professional Fees	Contract a meeting facilitator to help guide conversations surrounding local prevention and opioid misuse as related to the community health assessment(\$3,500)
Supplies	Deterra Deactivation Unit(1,000 pouches totaling \$4,280) Prescription drug Lock Bags(150 bags totaling \$1,550) A Frame Sign (\$285) Table Cloth (\$200) One Social media post to advertise drug take back event (over a month of advertising totaling \$15) Books focused on opioid misuse to purchase for reading event (25 books totaling \$500)
Telephone	

Postage	
Occupancy	
Equipment Rental/Maintenance	
Printing	
Employee Travel	
Conferences	
Membership Dues	
Awards and Grants	
Allocated Costs	
Client Transportation	
Other - Describe	
Other - Describe	Contract with Clear Channel to locally promote Small Talks and/or Over the Dose Billboard Campaign (\$2,000)
Other - Describe	

Certified by: Lauren Gottlieb



February 6, 2026

Megan Conway
9229 W Loomis Rd
Franklin, WI 53132

Dear Megan,

Community Advocates has authorized an award in the amount of \$12,330 through the State of Wisconsin Department of Health Services Division of Care and Treatment Services with State Opioid Response funding from the Substance Abuse and Mental Health Services Administration. The grant period is 10/01/2025 - 9/01/2026. Please note this amount is subject to change based on the final awarded contract.

The goal of the funding is to implement prevention strategies aimed at reducing the availability of and access to opioids and stimulants. The purpose of this letter is to notify your agency that the grant will fund activities outlined in your application. Please review the breakdown of activities which have been funded below.

In the summary table, you may note the portion of the award for which your coalition is responsible to spend and request reimbursement. This number is calculated by using the total award minus RPC purchases made on behalf of your coalition.

SOR Strategy	Funding Awarded	Note
Drug takeback events	\$500	-
Permanent drug deactivation units (Deterra)	\$4,280 (1,000 pouches)	RPC will purchase
Prescription drug lock bags	\$1,550 (150 bags)	RPC will purchase
Prevention public awareness campaign(s)	\$2,000	-
Overdose prevention community education event(s)	\$4,000	-

SUMMARY
Total award: \$12,330
RPC responsible to spend: \$5,830
Coalition responsible to spend: \$6,500

A contract agreement will be prepared and forwarded between parties for final signature upon receipt of an approved budget workbook. Agencies can initiate services in anticipation of being reimbursed once the contracting process is finalized.

Thank you for your work in addressing the opioid crisis. If you have questions regarding this letter, please email Kat Becker at kbecker@communityadvocates.net.

Sincerely,

Kat Becker

Kat Becker, MPH, CPH
Community Advocates Public Policy Institute
Alliance for Wisconsin Youth | SE Region

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/17/26
Reports & Recommendations	A Resolution to Authorize a Contract With GRAEF-USA, INC., raSmith, Ruekert & Mielke, and Foth Infrastructure & Environment, LLC to Provide Public Infrastructure Construction Inspection for 2026 and 2027	ITEM NO. B.5. All Ald. Dist.

BACKGROUND

Pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control. This construction inspection is used for private development and the developers pay for this inspection.

Four firms (GRAEF, raSmith, Ruekert & Mielke, and Foth Infrastructure & Environment) currently perform this work for the City and are used in an ongoing rotation.

In 2024, the Engineering Department came to Council with contracts from GRAEF-USA, raSmith, and Ruekert & Mielke for construction inspection services for a two year period. This year we added Foth Infrastructure & Environment due to the anticipated busy construction season this year. Those contracts expired at the beginning of 2026. Therefore, we are coming to council again to execute contracts again for construction inspection services for the next two year period (2026-2027). This will be revisited every two years, including updating service rates.

ANALYSIS

The four consultants were asked to independently submit their proposed rates to the City. Upon receiving the four sets of rates, Engineering Staff established a reasonable, blended set of rates. As shown on the attached document, the increase is approximately 10% from the previous term. The increased rates were fairly common across all three firms and seem appropriate. All four firms have confirmed that the blended rates are acceptable.

Each firm's Staff have adequately performed and are again seeking assurance of inspection work to maintain staffing levels. Given the continued development growth in the City, these firms have qualified personnel including much needed construction supervision, therefore it is the recommendation of Staff to authorize contracts with all four firms for the 2026 and 2027 years.

The proposed 2026-2027 rates are included. We will be receiving signed agreements from the four firms soon and the resolution will be subject to the agreement review and signatures received.

FISCAL IMPACT

Rates of compensation for inspection services will be common for all firms. The consultant invoices are first paid for by the City (01.0321.5216) and the developer then pays the City the invoice cost plus a fee for administration.

RECOMMENDATION

Authorize Resolution 2026-____, ____, ____, and ____ a Resolution to authorize a contract with GRAEF-USA, INC., raSmith, Ruekert & Mielke, and Foth Infrastructure & Environment to provide public infrastructure construction inspection for 2026 and 2027. Subject to the agreement review and approval by the City Attorney.

Engineering Department: MNP

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH FOTH INFRASTRUCTURE &
ENVIRONMENT TO PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION
INSPECTION FOR 2026 AND 2027

WHEREAS, pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control; and

WHEREAS, this construction inspection is used for private development and the developers pay for this inspection;

WHEREAS, Foth Infrastructure & Environment has adequately performed and are again seeking assurance of inspection work to maintain staffing levels; and

WHEREAS, given the continued development growth in the City, Foth Infrastructure & Environment provides sufficient qualified personnel, including much needed construction supervision.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with Foth Infrastructure & Environment to provide public infrastructure construction inspection for 2026 and 2027; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk
AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRAEF-USA, INC. TO
PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION
FOR 2026 AND 2027

WHEREAS, pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control; and

WHEREAS, this construction inspection is used for private development and the developers pay for this inspection;

WHEREAS, GRAEF-USA, INC. has adequately performed and are again seeking assurance of inspection work to maintain staffing levels; and

WHEREAS, given the continued development growth in the City, GRAEF-USA, INC. provides sufficient qualified personnel, including much needed construction supervision.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with GRAEF-USA, INC. to provide public infrastructure construction inspection for 2026 and 2027; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk
AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH RASMITH TO
PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION
FOR 2026 AND 2027

WHEREAS, pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control; and

WHEREAS, this construction inspection is used for private development and the developers pay for this inspection;

WHEREAS, raSmith has adequately performed and are again seeking assurance of inspection work to maintain staffing levels; and

WHEREAS, given the continued development growth in the City, raSmith provides sufficient qualified personnel, including much needed construction supervision.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with raSmith to provide public infrastructure construction inspection for 2026 and 2027; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk
AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH RUEKERT & MIELKE TO
PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION
FOR 2026 AND 2027

WHEREAS, pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control; and

WHEREAS, this construction inspection is used for private development and the developers pay for this inspection;

WHEREAS, Ruekert & Mielke has adequately performed and are again seeking assurance of inspection work to maintain staffing levels; and

WHEREAS, given the continued development growth in the City, Ruekert & Mielke provides sufficient qualified personnel, including much needed construction supervision.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with Ruekert & Mielke to provide public infrastructure construction inspection for 2026 and 2027; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk
AYES _____ NOES _____ ABSENT _____

Construction Inspection Pay Rates:

	2024-2025	2026-2027
Title	Hourly rate	Proposed rate
Construction Supervisor	\$160.00	\$175.00
Tech III	\$123.00	\$135.00
Tech II	\$107.00	\$115.00
Tech I	\$86.00	\$95.00
Survey Crew (two-person)	\$236.00	\$250.00
Survey Crew (one-person)	\$159.00	\$175.00
CADD Tech IV	\$123.00	\$135.00
Admin. Assistant	\$93.00	\$95.00
GPS Equipment	\$20.00	\$25.00
Plotting Plan Sets	\$0.55/SF	\$0.60/SF

- Mileage will be based on the State of Wisconsin mileage rate.
- Tech III's are the senior and most experienced techs, with more than 10 years progressive experience. Tech II's are experienced with more than five years progressive experience. Tech I's should be committed full-time employees gaining experience.
- Subdivision development must be inspected primarily by either a Tech III or Tech II. A Tech I can be used only as a "second" or associate on site with a Tech III present.
- Each firm must provide a certificate of insurance conforming to the requirements of the contract.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/17/2026
Reports & Recommendations	Resolution to Authorize a Contract with Harwood Engineering Consultants Ltd. to Provide Storm Water Management Plan Reviews and Other On-Call Services for 2026 and 2027	ITEM NO. H.6. All Ald. Dist.

BACKGROUND

Currently, the City has professional services on-call contracts with several consulting engineers to supplement the work of Staff. One of these services involves detailed review of storm water management plans for compliance with City, Milwaukee Metropolitan Sewer District (MMSD), and Wisconsin Department of Natural Resources (DNR) standards. Depending on the complexity of the project and completeness of plans, each of these reviews can consume 8 hours to over a week's worth of effort.

Currently two consultants perform these stormwater reviews, GRAEF-USA, INC. (GRAEF) and Harwood Engineering Consultants, Ltd. (Harwood). Elsewhere on this agenda is an item for a contract with GRAEF.

ANALYSIS

Both firms were asked to independently submit their proposed rates to the City. Upon receiving the rates, Engineering Staff established a reasonable blended set of rates, agreed upon by both firms.

Each firm's staff have adequately performed and are again seeking assurance of review work to maintain staffing levels. Given their expertise in these detailed reviews and continued development throughout the City, these firms have qualified personnel to provide timely and accurate reviews. It is the recommendation of Staff to authorize contracts with both firms for the 2026 and 2027 years.

The proposed 2026-2027 rates are included. We will be receiving signed agreements from the two firms soon and the resolution will be subject to the agreement review and signatures received.

FISCAL NOTE

Storm water management plan review and other plan review services are reimbursed, as needed, by developers. Rates of compensation for these services will be common for both firms. The consultant invoices are first paid for by the City (01.0321.5216) and the developer then pays the City the invoice cost plus a fee for administration.

RECOMMENDATION

Motion to approve Resolution 2026-_____ a resolution to authorize a contract with Harwood Engineering Consultants, Ltd. to provide storm water management plan reviews and other on-call services for 2026 and 2027. Subject to the agreement review and approval by the City Attorney.

Engineering: MNP

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH HARWOOD ENGINEERING
CONSULTANTS, LTD. TO PROVIDE STORM WATER MANAGEMENT PLAN
REVIEWS AND OTHER ON-CALL SERVICES FOR 2026 AND 2027

WHEREAS, City of Franklin utilizes consultants to supplement work of Staff; and

WHEREAS, Harwood Engineering Consultants, Ltd. has particular qualified staff with expertise to provide storm water management plan reviews and other related engineering work; and

WHEREAS, Harwood Engineering Consultants, Ltd. has adequately performed and are again seeking assurance of review work to maintain staffing levels; and

WHEREAS, given their expertise and the continued development growth in the City, Harwood Engineering Consultants, Ltd. provides qualified personnel to perform timely and accurate reviews.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with Harwood Engineering Consultants, Ltd.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2026

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Attachment A

Scope of work:

Provide detailed review of storm water management, storm sewer, grading, and erosion control plans for compliance with City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural Resources (WDNR) standards. The reviews shall be sent to the City and completed in a timely manner. As required by the City, the reviews may require direct coordination and communication with the developer/developer's design team that is applying to the City.

Standard Hourly Rates:

	2024-2025	2026-2027
Title	Hourly rate	Proposed rate
Principal/Senior Group Manager	\$245.00	\$255.00
Group Manager	\$225.00	\$235.00
Project Manager	\$178.00	\$185.00
Project Engineer 3	\$155.00	\$165.00
Project Engineer 2	\$138.00	\$150.00
Project Engineer 1	\$120.00	\$130.00
CAD Technician	\$125.00	\$135.00
Administrative	\$93.00	\$95.00

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/17/2026
Reports & Recommendations	Resolution to Authorize a Contract with GRAEF-USA, INC. to Provide Storm Water Management Plan Reviews and Other On-Call Services for 2026 and 2027	ITEM NO. 5.7. All Ald. Dist.

BACKGROUND

Currently, the City has professional services on-call contracts with several consulting engineers to supplement the work of Staff. One of these services involves detailed review of storm water management plans for compliance with City, Milwaukee Metropolitan Sewer District (MMSD), and Wisconsin Department of Natural Resources (DNR) standards.

Currently two consultants perform these stormwater reviews, GRAEF-USA, INC. (GRAEF) and Harwood Engineering Consultants, Ltd. (Harwood). Elsewhere on this agenda is an item for a contract with Harwood.

ANALYSIS

Both firms were asked to independently submit their proposed rates to the City. Upon receiving the rates, Engineering Staff established a reasonable blended set of rates, agreed upon by both firms.

Each firm's staff have adequately performed and are again seeking assurance of review work to maintain staffing levels. Given their expertise in these detailed reviews and continued development throughout the City, these firms have qualified personnel to provide timely and accurate reviews. It is the recommendation of Staff to authorize contracts with both firms for the 2026 and 2027 years.

The proposed 2026-2027 rates are included. We will be receiving signed agreements from the two firms soon and the resolution will be subject to the agreement review and signatures received.

FISCAL NOTE

Storm water management plan review and other plan review services are reimbursed, as needed, by developers. Rates of compensation for these services will be common for both firms. The consultant invoices are first paid for by the City (01.0321.5216) and the developer then pays the City the invoice cost plus a fee for administration.

RECOMMENDATION

Motion to approve Resolution 2026-_____ a resolution to authorize a contract with GRAEF-USA, INC to provide storm water management plan reviews and other on-call services for 2026 and 2027.

Engineering: MNP

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRAEF-USA, INC. TO
PROVIDE STORM WATER MANAGEMENT PLAN REVIEWS AND OTHER ON-
CALL SERVICES FOR 2026 AND 2027

WHEREAS, City of Franklin utilizes consultants to supplement work of Staff; and

WHEREAS, GRAEF-USA, INC. has particular qualified staff with expertise to
provide storm water management plan reviews and other related engineering work; and

WHEREAS, GRAEF-USA, INC. has adequately performed and are again seeking
assurance of review work to maintain staffing levels; and

WHEREAS, given their expertise and the continued development growth in the City,
GRAEF-USA, INC. provides qualified personnel to perform timely and accurate reviews.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common
Council of the City of Franklin, Wisconsin, to authorize a professional engineering services
contract with GRAEF-USA, INC.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and
directed to execute the professional services contract on behalf of the City.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2026

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Attachment A

Scope of work:

Provide detailed review of storm water management, storm sewer, grading, and erosion control plans for compliance with City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural Resources (WDNR) standards. The reviews shall be sent to the City and completed in a timely manner. As required by the City, the reviews may require direct coordination and communication with the developer/developer's design team that is applying to the City.

Standard Hourly Rates:

	2024-2025	2026-2027
Title	Hourly rate	Proposed rate
Principal/Senior Group Manager	\$245.00	\$255.00
Group Manager	\$225.00	\$235.00
Project Manager	\$178.00	\$185.00
Project Engineer 3	\$155.00	\$165.00
Project Engineer 2	\$138.00	\$150.00
Project Engineer 1	\$120.00	\$130.00
CAD Technician	\$125.00	\$135.00
Administrative	\$93.00	\$95.00

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/17/2026
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with I-Franklin LLC, Franklin Medical Office 5414 W. Rawson Ave, Franklin, WI. Tax key no. 741 9004 000	ITEM NO. Ald. Dist. 5 J.8.

BACKGROUND

Pursuant to the approval of a site plan for I-Franklin, LLC – Franklin Medical Office at 5414 W Rawson Ave, it is necessary to enter into a development agreement for public infrastructure improvements on the site at an estimated cost of \$38,945.20.

ANALYSIS

This agreement provides for the necessary public infrastructure improvements required for the new Franklin Medical Office. 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.

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 I-Franklin, LLC, 5414 W Rawson Ave, TKN 741 9004 000.

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 I-FRANKLIN, LLC – FRANKLIN MEDICAL OFFICE. FOR
5414 W RAWSON AVE, TKN 741 9004 000

WHEREAS, the Developer, I-Franklin, LLC is ready to proceed with the development at 5414 W Rawson Ave 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 I-Franklin, 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

FRANKLIN MEDICAL OFFICE

[(January) (2026)]

**DEVELOPMENT AGREEMENT
FOR
FRANKLIN MEDICAL OFFICE**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 26 day of February 2026, by and between I-Franklin LLC, a Wisconsin limited liability company, 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 25,000 +/- sq ft medical office building 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; and

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

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

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

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works

practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) Twenty Four Thousand Seven Hundred and Sixty 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, Cash Deposit, or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$38,945.20, 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 public water main is installed, tested and fully functional within 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 of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury .
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys' 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	\$1,000,000 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	\$5,000,000 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)	\$1,000,000 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 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 perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

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

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:

I-Franklin LLC

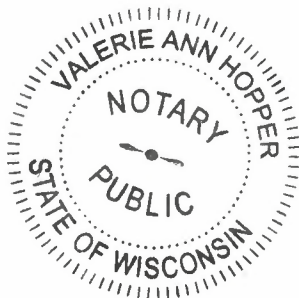
By: [Signature]
Name: Brian Adamson
Title: Managing Partner

Party of the First Part

STATE OF WISCONSIN)
)ss.
MILWAUKEE 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 February 26, 2020 (date) by Brian R Adamson (name(s) of person(s)) as manager (type of authority, e.g., officer, trustee, etc.) of I-Franklin LLC (name of party on behalf of whom instrument was executed).



[Signature]
Notary Public, MILWAUKEE County, WI
()
My commission expires: July 24, 2029

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
FRANKLIN MEDICAL OFFICE**

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

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN MEDICAL OFFICE

LEGAL DESCRIPTION OF DEVELOPMENT

Lot 3 of Certified Survey Map No. 9488, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on May 12, 2023 as Document No. 11336892, being a redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN MEDICAL OFFICE

GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS

Description of improvements required to be installed to develop the Franklin Medical Office 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
FRANKLIN MEDICAL OFFICE

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

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

III. WATER SYSTEM

- A. Availability
 - 1. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.
 - 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 of completion of improvements.
 - 1. The Developer shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
 - 2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

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

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

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FRANKLIN MEDICAL OFFICE

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	N/A
Sanitary System	N/A
Water System	\$24,760.00
Storm Sewer System	N/A
Paving (including sidewalk)	N/A
Street Trees (x \$400/lot)	N/A
Street Lights () @ approximately \$5,000/ea.	N/A
Street Signs	N/A
Underground Electric, Gas and Telephone	N/A
Retention Basin	N/A
SUBTOTAL	\$24,760.00
Engineering/Consulting Services	\$7,500
Municipal Services (7% of Subtotal)	\$1,733.20
Contingency Fund (20% of Subtotal)	\$4,952.00
TOTAL:	\$38,945.20

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

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN MEDICAL OFFICE

ADDITIONAL DEVELOPMENT REQUIREMENTS

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 _____ 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 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 all appurtenances included in the hydrant assembly; hydrant tee, hydrant lead and hydrant assembly all included in a water main easement approved by the city.
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 the 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 to recertify 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 Rawson Ave and connecting drive lane in the shopping center.
14. The Developer shall provide for the connection to the existing _roadways and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN MEDICAL OFFICE

CONSTRUCTION SPECIFICATIONS

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

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 17, 2026
Reports & Recommendations	A Resolution for Acceptance of a Water Main Easement at 5414 W Rawson Ave, TKN 741 9004 000	ITEM NO. Ald. Dist. 5 15.9.

BACKGROUND

Pursuant to the approval of a medical office development at 5414 W Rawson Ave (I-Franklin, LLC – Franklin Medical Office), an easement is required to construct, maintain, and operate water main facilities. It is necessary to install a water main easement on property located at 5414 W Rawson Ave, TKN 741 9004 000.

The water main facilities on this site include a public water main extension and the addition of a fire hydrant.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said water main easement, and have it recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

As discussed and approved at the March 19, 2024 Common Council meeting, this easement follows the new water main easement template. The City is responsible for maintenance of pipe, fittings, valves, hydrants, and other water appurtenances and costs will be charged to the property owner. The property owner is responsible for all restorations to the surface.

RECOMMENDATION

Motion to adopt Resolution No. 2026 - _____, a resolution for acceptance of a water main easement at 5414 W Rawson Ave, TKN 741 9004 000.

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT AT
5414 W RAWSON AVE, TKN 741 9004 000

WHEREAS, an easement is required to construct, maintain and operate public water main facilities on property located at 5414 W Rawson Ave; and

WHEREAS, it is necessary to install said easement on said property; and

WHEREAS, an easement is necessary to allow the City right of entry in and across the easement area to access and maintain public water main facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept said easement, and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement, accepting it on behalf of the City.

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

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

Franklin Medical Office
Sendik's Commons Shopping Center
5414 W. Rawson Ave
Tax Key Number 741-9004-000

THIS INDENTURE, made this 11TH day of MARCH, 2026 by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and I-Franklin LLC, a Wisconsin Limited Liability Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main, including pipe, fittings, valves, hydrants and other water appurtenances, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction, installation, permitting, and payment for construction inspection services of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southeast ¼ of the Southwest 1/4 of Section Two (2), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed will be backfilled by the City in substantially the same elevation as it was prior to such disturbance. Grantor shall be fully responsible for efforts and costs for replacing all pavements, turf, landscape, aesthetic plantings or other surface improvements. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. Charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
7. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
8. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
9. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
10. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
11. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
12. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

13. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
14. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
15. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
16. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
17. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
18. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: 3/3/26

I-Franklin LLC
Company Name

Company Name Printed

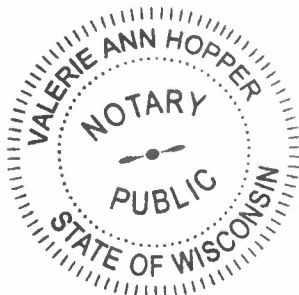
By: [Signature]
Name and Title

Brian Adamson, Manager
Name & Title Printed

STATE OF WISCONSIN SS

COUNTY OF Milwaukee

Before me personally appeared on the 3rd day of March, 2026, the above named Brian R Adamson, manager of I-Franklin
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation



Valerie Ann Hopper
Notary Public
(My commission expires July 29, 2029)

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

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

Notary Public _____
(_____)
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, Johnson Financial Group, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on March 3, 2026, as Document No. 11546251 and its addition as an encumbrance against title to the Property.

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

Johnson Financial Group
a Wisconsin Banking Corporation

Name of Wisconsin Banking Corporation typed or printed

By: Nick Lemke

Nick Lemke, VP

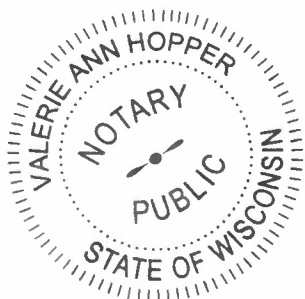
Print Name & Title

STATE OF WISCONSIN)

s.s.

COUNTY OF MILWAUKEE)

On this, the 3rd day of March, 2026, before me, the undersigned, personally appeared Nick Lemke, the VP of Johnson Financial, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.



Name: Valerie Ann Hopper
Notary Public

State of WISCONSIN

County of MILWAUKEE

My commission expires on: July 29, 2029

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: _____

Glen Beardsley, Manager of Franklin Municipal Water Utility

Approved as to form only

Date: _____

Jesse Wesolowski, City Attorney

Exhibit A
(Description of the Property)

Lot 3 of Certified Survey Map No. 9488, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on May 12, 2023, as Document No. 11336892, being a redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key No. 741-9004-000

Exhibit B
(Depiction of the Facilities)

NE CORNER OF LOT
3 C.S.M. NO. 9488



PUBLIC WATER MAIN EASEMENT

340 SQ. FT.
0.0078 ACRES

TAX KEY # 7419004000

LOT 3
C.S.M. NO. 9488

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N85°12'27"W	17.87'
L2	N04°47'33"E	20.00'
L3	S85°12'27"E	16.17'
L4	S00°05'22"E	20.07'

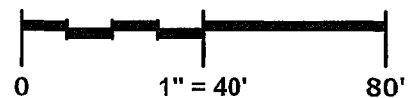
180.35'
N00°05'22"W

LOT 1
C.S.M. NO. 7931

SOUTHEAST CORNER
OF LOT 3 C.S.M. NO 9488
-P.O.C

LOT 2
C.S.M. NO. 8120

GRAPHICAL SCALE (FEET)



DRAFTED BY: SEM



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

11/24/2025

PLAN | DESIGN | DELIVER

PEG JOB#6308.00

Exhibit C
(Legal Description of Facilities)

LEGAL DESCRIPTION:

Being part of Lot 3 of Certified Survey Map No. 9488, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on May 12, 2023 as Document No. 11336892, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 3 of said Certified Survey Map No. 9488; thence North 00°05'22" West, along the east line of said Lot 3, 180.35 feet to the Point of Beginning;

Thence North 85°12'27" West, 17.87 feet; thence North 04°47'33" East, 20.00 feet; thence South 85°12'27" East, 16.17 feet to the aforesaid east line; thence South 00°05'22" East along said east line of said Lot 3, 20.07 feet to the Point of Beginning.

Said easement contains 340 square feet of land (0.0078 acres), more or less.

DRAFTED BY: SEM

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/17/2026
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Midland Associates LLLP, Aldi Stores, 7765 S Lovers Lane Rd, Franklin, WI. Tax key no. 795 9001 000	ITEM NO. Ald. Dist. 2 D.10.

BACKGROUND

Pursuant to the approval of a site plan for Midland Associates, LLLP – Aldi Stores at 7765 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 \$144,848.00.

ANALYSIS

This agreement provides for the necessary public infrastructure improvements required for the new Aldi Store. 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.

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 Midland Associates, LLLP, 7765 S Lovers Lane Rd, TKN 795 9001 000.

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 MIDLAND ASSOCIATES, LLLP – ALDI STORES
7765 S LOVERS LANE RD, TKN 795 9001 000

WHEREAS, the Developer, Midland Associates, LLLP is ready to proceed with the development at 7765 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 Midland Associates, LLLP.

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

ALDI DEVELOPMENT

February 2026

**DEVELOPMENT AGREEMENT
FOR
ALDI DEVELOPMENT**

ARTICLES OF AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 2026, by and between Midland (Franklin) Associates LLLP, a Wisconsin limited liability limited partnership, 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 site, and the approval thereof by the City of Franklin providing that as a condition of approving the Development, the Developer shall make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system; 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 improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices,

and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is One Hundred Forty-Four Thousand Eight Hundred Forty-Eight and Zero/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) a Letter of Credit, (b) a Performance Bond, or (c) an escrow account established and funded by the Developer with the City or a third party, and such form shall be the choice of the Developer) in the initial amount of \$144,848.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee shall 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 Surety 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 will 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 water main is accepted as complete within the Development. Demand for said extension shall be sent by registered letter with a return receipt requested, 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 of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements

are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminate 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 the 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 attorneys' 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 \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

E. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

(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, 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 Agreement whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

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

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:

MIDLAND (FRANKLIN) ASSOCIATES LLLP

By: Midland (Franklin) GP, Inc., its General Partner

By: 

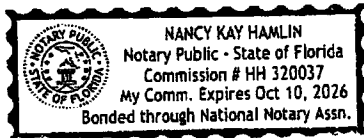
Name: Steven J. Rolfe

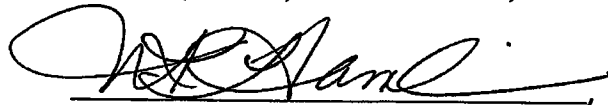
Title: President

Party of the First Part

Florida
STATE OF ~~WISCONSIN~~)
Lee)ss.
~~MILWAUKEE~~ COUNTY)

This instrument was acknowledged before me on this 27th day of February, 2026, by the above-named Steven J. Rolfe, the President of Midland (Franklin) GP, Inc., a Wisconsin corporation that is the General Partner of Midland (Franklin) Associates LLLP, a Wisconsin limited liability limited partnership.





Notary Public, Milwaukee County, WI Esterro, Florida

Print name: Nancyk. Hamlin

My commission expires: 10.10.2026

By: _____
Name: John R. Nelson
Title: Mayor

By: _____
Name: Shirley J. Roberts
Title: City Clerk

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Notary Public, Milwaukee County, WI
Print name: _____
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
ALDI DEVELOPMENT**

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
ALDI DEVELOPMENT

LEGAL DESCRIPTION OF DEVELOPMENT

Lot 2 of Certified Survey Map No. 9716, recorded on December 9, 2025, as Document No. 11561611, being a re-division of Certified Survey Map No. 3990, being a part of the Southeast 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Tax Key: 795-9001-000

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
ALDI DEVELOPMENT

GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS

Description of improvements required to be installed to develop the [name of development] 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.
- (I) 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
ALDI DEVELOPMENT

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

A. The Developer shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.

B. All improvements shall be installed in accordance with all City specifications and ordinances.

C. The entire Development as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

A. Lots

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

III. WATER SYSTEM

A. Availability

1. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.

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 of completion of improvements.

1. The Developer shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this Agreement.
2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼%) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications if the total cost does not exceed \$250,000.00; a fee equal to one-and-three-fourths percent (1¾%) of such cost, if the total 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 if the total cost is 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, as the case may be. 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
ALDI DEVELOPMENT

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	N/A
Sanitary System	N/A
Water System	\$90,243.00
Storm Sewer System	N/A
Paving (including sidewalk)	\$12,000.00
Street Trees (x \$400/lot)	N/A
Street Lights () @ approximately \$5,000/ea.	N/A
Street Signs	N/A
Underground Electric, Gas and Telephone	N/A
Retention Basin	N/A
SUBTOTAL	\$102,243.00
Engineering/Consulting Services	\$15,000.00
Municipal Services (7% of Subtotal)	\$7157.00
Contingency Fund (20% of Subtotal)	\$20,448.00
TOTAL:	\$144,848.00

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

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
ALDI DEVELOPMENT

ADDITIONAL DEVELOPMENT REQUIREMENTS

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 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 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 the Development from the existing water main located at S. Sceptor Drive adjacent to the Development.
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 the 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 and exit the site from Hwy 100, absolutely no truck traffic or deliveries allowed from S. Sceptor Dr or W. Church St.
14. The Developer shall provide for the connection to the existing roadways and Speedway parcel and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
ALDI DEVELOPMENT

CONSTRUCTION SPECIFICATIONS

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

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water 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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS AND RECOMMENDATIONS	An Ordinance to Repeal Chapter 87 Bicycles, and to Recreate Chapter 87 Entitled Bicycles, Electric Bicycles and Electric Scooters, of the Municipal Code of Franklin, Wisconsin	ITEM NUMBER B.11.

Attached is a copy of the above-entitled Ordinance, which provides in the first Whereas provision that: "Chapter 87 Bicycles, of the Municipal Code of Franklin, Wisconsin, provides for the registration of bicycles with regard to their use upon any of the streets, alleys or highways of the City, but essentially does not regulate the use thereof in the interest of protecting the health and safety of the bicycle riders and of the public"; and the current Code also does not regulate the use of electric bicycles and electric scooters, the use of which has been increasing in the City area. The subject matter has been substantially reviewed by the Franklin Police Department, and the Department recommends adoption of the above-entitled Ordinance, which it has prepared.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Repeal Chapter 87 Bicycles, and to Recreate Chapter 87 Entitled Bicycles, Electric Bicycles and Electric Scooters, of the Municipal Code of Franklin, Wisconsin.

Police Dept.: Sgt. D'Angelo, Sgt. Martinez; Legal Services Dept.: jw

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY
draft 3/12/26

ORDINANCE NO. 26-_____

AN ORDINANCE TO REPEAL CHAPTER 87 BICYCLES, AND TO RECREATE
CHAPTER 87 ENTITLED BICYCLES, ELECTRIC BICYCLES AND ELECTRIC
SCOOTERS, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN

WHEREAS, Chapter 87 Bicycles, of the Municipal Code of Franklin, Wisconsin, provides for the registration of bicycles with regard to their use upon any of the streets, alleys or highways of the City, but essentially does not regulate the use thereof in the interest of protecting the health and safety of the bicycle riders and of the public; and

WHEREAS, over time, the use of electric bicycles and electric scooters has developed and persons are riding them upon the streets, alleys and highways of the City, and the electric bicycles and electric scooters provide the factual basis of substantial increases in the speed of the uses compared to bicycles uses, and as such, should be regulated to protect the persons using them and to provide for public health and safety; and

WHEREAS, the Franklin Police Department has studied the subject of the current City bicycle ordinance and the regulation of bicycles, as well as the regulation of electric bicycles and electric scooters, in conjunction with the Departments' factual experience of witnessing and at times having to provide services required resulting from such uses, and recommends the amendment of the Municipal Code to provide for updated regulation of bicycles, electric bicycles and electric scooters; and

WHEREAS, the Common Council having determined upon the review of the subject matter and the recommendation of the Police Department, that it is reasonable and necessary to further regulate bicycles use and to regulate the use of electric bicycles and electric scooters, to protect the health, safety and welfare of the Community.

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

SECTION 1: Chapter 87 of the Municipal Code of the City of Franklin, Wisconsin, is hereby repealed and recreated to read as follows:

Chapter 87 Bicycles, Electric Bicycles and Electric Scooters

Article I Bicycles

§87-1 Definitions.

Definitions. As used in this Article, the following terms shall have the meanings indicated:

BICYCLE

Every vehicle propelled by the feet or hands acting upon pedals and having wheels any two of which are not less than 14 inches in diameter.

BICYCLE LANE

The portion of a roadway set aside by the City of Franklin for the exclusive use of bicycles and so designated by appropriate signs and markings.

BICYCLE ROUTE

Any bicycle lane, bicycle way or highway which has been duly designated by the City of Franklin and which has been identified by appropriate signs and markings.

BICYCLE WAY

Any path or sidewalk or portion thereof designated for the use of bicycles by the City of Franklin.

CARRIER

Any device attached to the bicycle designed for carrying articles and not persons.

CURB

The lateral boundaries of that portion of a street designed for the use of vehicles, whether marked by a curb or not.

DRIVER/OPERATOR

Every person who drives or is in actual physical control of a vehicle.

ELECTRIC BICYCLE (E-BIKE)

A bicycle equipped with fully operative pedals for propulsion by human power and an electric motor of 750 watts or less that meets one of the following classifications:

Class 1 Electric Bicycle: Equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

Class 2 Electric Bicycle: Equipped with a motor that may be powered solely by the motor (throttle-actuated) and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

Class 3 Electric Bicycle: Equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.

Electric Bicycles under these definitions will be considered a bicycle for registration purposes.

ELECTRIC SCOOTER

A device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. Electric scooter does not include an electric personal assistive mobility device, motorcycle, motor bicycle, electric bicycle, or moped.

MOTOR VEHICLE

Every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires but not operated upon rails.

OWNER

A person other than a lienholder having the property in or title to a vehicle. The term includes a person entitled to the use and possession of a vehicle subject to a security interest in another person but excludes a lessee under a lease not intended as security.

PEDESTRIAN

Any person afoot.

REFLECTOR

Any device constructed of metal, plastic, or glass which will be visible from all distances within 50 feet to 500 feet directly in front of a motor vehicle at night displaying lawfully lighted headlights, such device to be so constructed as to show a red color when struck by motor vehicle lights as above stated, such device to be affixed to the rear of the bicycle at any point on the frame or mudguard at a height between the axis of the wheel and the bottom of the rider's seat.

REGISTRATION TAG

A metal plate or sticker indicating that a bicycle is registered.

RIGHT-OF-WAY

The right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

SIDEWALK

That portion of a street between the curblines or the lateral lines of a roadway and the adjacent property lines, intended for use by pedestrians.

STREET/HIGHWAY

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

VEHICLE

Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

§87-2 Registration Required.

No person shall ride a bicycle upon any of the streets, alleys or highways of the city unless the bicycle is registered and the registration affixed to it as herein provided.

§87-3 Fee; registration Form.

Registration shall be made by paying to the Police Department a registration fee as hereinafter provided, and by filing with the Police Department a completed registration form, such form setting forth the name and address of the owner, together with the name and address of his or her parent or guardian, if a minor, with a complete description of the bicycle, including the manufacturer's serial number. Registrations shall be serially numbered and issued in sequence. The registration shall be kept on file by the Police Department as a public document.

§87-4 Identification Tag.

Upon completing the aforementioned registration requirements, an identification tag, serially numbered to correspond with the registration number, shall be issued by the Police Department and affixed to such bicycle at a location designated by the representative of the Department.

§87-5 Term of registration; fee; transferability.

The registration shall be valid for a period of five years, commencing in 1985, for a fee as stated in Chapter 169, Licenses and Permits. Such fee shall be reduced by \$.50 for each year following the start of the license period. The registration is not transferable to a new owner, except to members of the immediate family upon notification to the Police Department.

§87-6 Registration for Minors.

Parents of children under the age of 18 shall be responsible for registration of bicycles operated by their children within the corporate limits of the city.

§87-7 Failure to Register.

Any operator of a bicycle who fails to register or reregister a bicycle, or the parents of a minor child who operates and fails to register a bicycle, shall pay a fee as specified in Chapter 169, Licenses and Permits, if an officer issues a five-day warning ticket.

§87-8 Exceptions.

This chapter shall not apply to bicycles having a wheel diameter of less than 14 inches.

§87-9 Lost registration tag.

Lost registration tag. If an owner shall lose his registration tag or it should be destroyed or stolen, he shall report the same immediately to the Police Department, which shall then issue to such owner a new registration tag for a fee established from time to time by separate resolution of the Common Council.

§87-10 Alteration of registration tags.

Alteration of registration tags. No person shall alter or counterfeit any registration tag issued in conformity with this Article.

§87-11 Nonresident.

Any nonresident may operate a bicycle which is duly registered in any municipality and equipped with registration plates without obtaining a local registration, provided that the municipality wherein the bicycle is registered extends the same privilege. A nonresident may register his bicycle in the City upon following the procedures set forth in this Article.

§87-12 Unclaimed or unidentified bicycles.

All abandoned bicycles and unidentified bicycles remaining in the hands of the Chief of Police shall be sold at auction, public sale, or donated, as provided by law.

§87-13 Traffic ordinances apply to persons driving bicycles.

Every person driving a bicycle upon a roadway or the shoulder of the roadway shall be granted all the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the state declaring

rules of the road applicable to vehicles or by traffic ordinances of the City applicable to the driver of a vehicle, except as to the provisions of laws and ordinances which by their nature can have no application.

§87-14 Riding on Sidewalks.

(a) Bicyclists exercising due care and not jeopardizing the safety of pedestrians may drive and operate their bicycles upon the sidewalk, except sidewalks in any business district.

(b) No person driving a bicycle on the sidewalk shall attempt to pass another person or persons going in the same direction on such walk without giving a warning and until it becomes evident that the person so warned is aware of the approach of the person driving the bicycle.

Pedestrians shall at all times have the right-of-way upon the sidewalks, and, if necessary, the person driving such bicycle shall dismount and vacate the sidewalk to prevent a collision. Any such person driving a bicycle upon the sidewalk must have the bicycle under control at all times.

§87-15 Riding on roadways and bicycle paths.

(a) Every person operating a bicycle upon a roadway shall ride as near to the right-hand curb or edge of the roadway as practical, exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) Persons driving bicycles upon a roadway shall ride single file.

(c) Wherever a usable bicycle path has been provided adjacent to a roadway, bicycle drivers shall use such path and shall not use the roadway.

(d) The operator of any bicycle overtaking another bicycle or vehicle proceeding in the same direction shall pass such vehicle at a safe distance to the right thereof, but no person driving a bicycle shall pass or attempt to pass another vehicle proceeding in the same direction unless such passing can be made in safety and at a place on a street other than an intersection without leaving the traveled portion of the road.

§87-16 Violation and Penalties.

(a) In addition to the suspension or revocation of any license or permit granted under this chapter, any person who shall violate any provision of this chapter shall be subject to a penalty as provided in Chapter 1, General Provisions, §1-19.

(b) The parent, parents or guardian having legal custody of an unemancipated minor child shall be liable for penalties and costs imposed for violations of this Article where such minor is unable to pay the same, including the jail sentence imposed for nonpayment thereof.

Article II Electric Bicycles and Scooters

§87-17 Purpose. The purpose of this ordinance is to regulate the operation of electric bicycles (e-bikes) and electric scooters within the City of Franklin to ensure public safety, promote responsible use, and align with Wisconsin State Law as defined in Wisconsin Statutes Chapter 340 and 2019 Wisconsin Act 34.

§87-18 Applicability. Electric bicycles and electric scooters, as defined in §87-1, shall be regulated in the same manner as human-powered bicycles, except as otherwise specified in the Municipal Code or State Law. The provisions of Wisconsin Statutes Chapters 346 and 347, and applicable City ordinances, shall govern the operation of electric bicycles and electric scooters where appropriate.

§87-19 Operation Regulations.

1. General Rules:

Electric Bicycles and Electric Scooters are permitted on all roadways, bikeways, bicycle lanes, bicycle routes, and designated bicycle ways in the City of Franklin, unless otherwise restricted by this code or other local regulations.

Riders must comply with all traffic regulations applicable to bicycles, including yielding to pedestrians and obeying traffic signals, as per Wis. Stat. § 346.803.

2. Class-Specific Restrictions:

Class 1 and Class 2 Electric Bicycles: Permitted on all designated bikeways and multi-use trails unless restricted by signage or local ordinance.

Class 3 Electric Bicycles: Prohibited on multi-use trails and bikeways designated for non-motorized use, unless otherwise permitted by signage.

Riders must be at least 16 years of age to operate a Class 3 electric bicycle, as per Wis. Stat. § 346.806(4).

Electric Scooters:

(1) Prohibited on any roadway in the City having a speed limit of more than 25 miles per hour.

(2) Prohibited on any sidewalk in the City if operated by any person 16 years of age or older.

(3) May be operated on all bicycle ways and recreation trails in the City.

(4) Shall be parked in an upright position with both wheels in contact with the ground.

(5) Shall not be parked in or obstructing: accessible parking spaces, loading zones, curb ramps, entryways, driveways, transit stops, street furniture requiring pedestrian access, or fire hydrants.

(6) Where Sidewalks are present, electric scooters may be parked on the sidewalk if not impeding pedestrian traffic, or in designated bicycle racks. On blocks without sidewalks, parking is permitted in the roadway if the travel lane and pedestrian way remain unobstructed.

(7) The City may designate specific parking zones or corrals for electric scooters in high-traffic areas.

(8) Short-term commercial rental of electric scooters to the general public is prohibited.

3. Age and Helmet Requirements:

A person under 16 years of age must wear a helmet when operating or riding on any class of bicycle or electric scooter at any time in the City of Franklin.

No person under 16 years of age may operate a Class 3 electric bicycle.

A person under 16 years of age may ride as a passenger on a class 3 electric bicycle designed to accommodate a passenger.

4. Motor Power and Speed Limits:

Electric bicycles must have a motor of 750 watts or less and comply with federal regulations (16 CFR Part 1512). Any Vehicle that does not qualify as an electric bicycle must be registered.

Operation of an electric bicycle with a throttle-only propulsion (class 2) above 20 miles per hour is prohibited unless the vehicle is reclassified as a moped under Wis. Stat. § 340.01(29m).

§87-20 Prohibited Areas.

The Common Council may, by resolution, designate specific bikeways, trails, or areas where the operation of electric bicycles (with the motor engaged) is prohibited such areas shall be clearly marked with appropriate signage.

Electric bicycles are prohibited in all city park paths and nature trails designated for non-motorized use, unless the motor is disengaged and the bicycle is propelled solely by human power.

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.

ORDINANCE NO. 2026-_____

Page 9

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 _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS AND RECOMMENDATIONS	A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for a Light Industry Use Upon Property Located at 9800 S. 60 th Street (TKN 899 9990 022)	ITEM NUMBER B.12. Ald. District 4

The applicant, PtP Spanco Midwest, Inc., is requesting approval of a Light Industry Conditional Use for the property located at 9800 S. 60th Street in order to manufacture cranes, fall protection, and material handling equipment. PtP Spanco Midwest, Inc. is a new tenant proposing to use the existing facilities at the subject address, no changes to the site plan are proposed at this time. The applicant's proposed manufacturing activities are considered a Light Industry use. Light Industry is a Conditional Use in the LI: Limited Industrial Zoning District, where this property is located. Staff recommend approval of the Conditional Use subject to the conditions in the attached Resolution.

A properly noticed public hearing was held at the March 5, 2026 Plan Commission meeting and there were no public comments. At its March 5, 2026 meeting, the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a conditional use for a Light Industry use upon the property located at 9800 S. 60th Street (TKN 899 9990 022).

Planning: RCSM

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for a Light Industry Use Upon Property Located at 9800 S. 60th Street (TKN 899 9990 022).

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

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A CONDITIONAL USE FOR A LIGHT INDUSTRY USE UPON
PROPERTY LOCATED
AT 9800 S. 60TH STREET (TAX KEY NO. 899 9990 022),
(JONAS BUILDERS, INC., PROPERTY OWNER)
(PTP SPANCO MIDWEST, INC., APPLICANT)

WHEREAS, PtP Spanco Midwest, Inc., having petitioned the City of Franklin for the approval of a Conditional Use within the LI Limited Industrial District under the Light Industry use, to manufacture cranes, fall protection and material handling equipment with proposed hours of operation typically Monday through Friday, approximately 7:00 a.m. to 3:30 p.m. located at the property 9800 S. 60th Street, bearing Tax Key No. 899 9990 022, more particularly described as follows:

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2587, RECORDED ON JULY 21, 1975 IN REEL 865, IMAGE 1970 AS DOCUMENT NO. 4931656, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AS AMENDED BY AFFIDAVIT OF CORRECTION DATED OCTOBER 26, 1976 AND RECORDED ON OCTOBER 27, 1976, REEL 969, IMAGE 1707 AS DOCUMENT NO. 5049765.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9-06E. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 5th day of March, 2026, and the Plan Commission thereafter having determined to recommend that the proposed Conditional Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Conditional Use upon such conditions, pursuant to §15-9-06H of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Conditional Use, subject to conditions, meets the standards set forth under §15-9-06H of the Unified Development Ordinance.

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

1. That this Conditional Use is approved only for the use of the subject property by PtP Spanco Midwest, Inc., successors and assigns, as a Light Industry use, which shall be developed in substantial compliance with, and operated and maintained by PtP Spanco Midwest, Inc., pursuant to the application materials City file-stamped January 20, 2026.
2. PtP Spanco Midwest, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the PtP Spanco Midwest, Inc. Light Industry use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon PtP Spanco Midwest, Inc. and the Light Industry use for the property located at 9800 S. 60th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. All signage shall comply with the requirements of §15-6 of the Unified Development Ordinance and must receive a Sign Permit from the City Development Department prior to installation.

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

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9-14 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Conditional Use Permit as is contemplated by §15-9-06 of the Unified Development Ordinance.

PTP SPANCO MIDWEST, INC. – CONDITIONAL USE
RESOLUTION NO. 2026-_____

Page 3

BE IT FURTHER RESOLVED, pursuant to §15-9-06J. of the Unified Development Ordinance, that the Conditional Use permission granted under this Resolution shall be null and void upon the expiration of two years from the date of adoption of this Resolution, unless the Conditional Use has been established by way of the issuance of an occupancy permit for such use.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 17th day of March, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 17th day of March, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item C.1

Meeting of March 5, 2026

Conditional Use

RECOMMENDATION: City Development staff recommends approval of this conditional use request for a Light Industry Use to manufacture cranes, fall protection, and material handling equipment, under "Light Industry," which is a conditional use in the LI: Limited Industrial District.

Project name:	PtP Spanco Midwest, Inc., Conditional Use
Property Owner:	Jonas Builders, Inc.
Applicant:	PtP Spanco Midwest, Inc.
Agent:	Geoff Roswick, PtP Spanco Midwest, Inc.
Property Address/TKN:	9800 S. 60 th Street / TKN 899 9990 022
Aldermanic District:	District 4
Zoning District:	LI: Limited Industrial District
Staff Planner:	Rose Melton, Assistant Planner
Application number:	PPZ26-0003

INTRODUCTION:

Conditional Use request to allow for a Light Industry use to manufacture cranes, fall protection, and material handling equipment by PtP Spanco Midwest, Inc. at the property 9800 S. 60th Street. Light Industry uses are a conditional use in the LI: Limited Industrial District.

PROJECT ANALYSIS:

Manufacturing of cranes, fall protection, and material handling equipment falls under the definition of Light Industry, as follows:

***INDUSTRY, LIGHT:** A use that involves the manufacturing, production, processing, fabrication, assembly, treatment, repair, or packaging of finished products, predominantly from previously prepared or refined materials (or from raw materials that do not need refining). Warehousing, wholesaling, and distribution of the finished products produced at the site is allowed as part of this use.*

Light Industry uses require a conditional use permit in the LI: Limited Industrial District per UDO Table 15-3-04(C). There are no proposed changes to the site plan at this time. This application seeks only approval of conditional use.

The applicant is proposing hours of operation typically from Monday through Friday, from 7:00 AM to 3:30 PM, with potential overtime in the late afternoon or Saturday mornings. The company anticipates approximately 20 employees to be onsite at any given time once fully operational.

General standards for Conditional Uses (§15-9-06.H)

Summary of Standard	Staff's Finding
1. <i>Ordinance and Comprehensive Master Plan purposes and intent.</i>	The <i>City of Franklin 2025 Comprehensive Master Plan</i> designates the future land use of this property as Commercial. However, the property adjacent to both the Franklin Business Park and Franklin Industrial Park.
2. <i>No Undue Adverse Impact.</i>	City Development staff does not anticipate “undue adverse impact” to adjacent properties as the surrounding context is largely developed in an Industrial manner. The applicant states that manufacturing activities at the property will be conducted indoors.
3. <i>Compatibility with Surrounding Development.</i>	This property is zoned LI: Limited Industrial District. Surrounding Zoning to the north, east, and northwest is also zoned LI. To the southwest of the property is part of the Root River Parkway, which is owned by the Milwaukee County Department of Parks, Recreation and Culture. The zoning district to the south is Planned Development Legacy 7, which is the Franklin Industrial Park. The surrounding context of the property is largely industrial and is compatible with the proposed Light Industry use of 9800 S. 60 th Street in staff’s opinion.
4. <i>Adequate Public Facilities.</i>	The proposed use is within an existing facility with utility connections that the applicant intends to utilize. Water and Sanitary Sewer Facilities are available from Airways Avenue (or S. 60 th Street).
5. <i>Adequate Circulation.</i>	The applicant intends to use existing loading bays and areas for distribution purposes, as permitted within the Light Industry Use definition. The use does not include retail sales, so traffic to and from the subject property will be limited.
6. <i>No Destruction of Significant Features.</i>	The applicant does not propose any changes to the site at this time.

SITE COMPLIANCE

A site visit was conducted as part of the City Development Staff’s review. No site compliance issues were found.

STAFF RECOMMENDATION

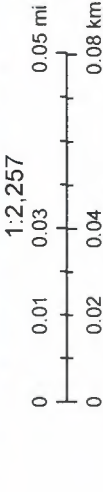
City Development staff recommends approval of this Conditional Use request for a Light Industry use at the subject property, which is a Conditional Use in the LI: Limited Industrial District subject to the standard conditions in the draft resolution.

City of Franklin Property Viewer



2/25/2026, 9:35:40 AM

☐ Parcel



SE Wisc Reg Planning Comm, SEWRPC, Microsoft, Vantor

Project Narrative

Property Owner: Jonas Builders, Inc. Restated Profit Sharing Plan

Conditional Use Applicant: PtP Spanco Midwest, Inc.

Address: 9800 S. 60th St, Franklin WI 53132

Project Overview

The applicant is seeking Conditional Use approval to allow for the operation of manufacturing industrial cranes, fall protection and material handling equipment within an existing industrial building located at 9800 S. 60th Street in the City of Franklin. The proposed use will occupy an existing facility within the M-1 Limited Industrial district and will not involve new construction or expansion of the building footprint.

The request is being made to permit a use that is consistent with the intent of the zoning district but requires Conditional Use approval per the Unified Development Ordinance.

Existing Site Conditions

The subject property is an existing developed industrial site served by public utilities, including water and sanitary sewer, and is accessed via existing public streets designed to accommodate industrial traffic. The building has historically been used for light manufacturing, and the site contains paved parking and access drives.

Other than some signage and improvements to the landscaping, there are no planned changes to site layout, building massing, or exterior appearance are proposed as part of this request.

Proposed Use & Operations

The proposed operation will consist of the manufacture of industrial cranes, fall protection and material handling equipment conducted primarily within the existing building. Activities will occur during standard business hours of approximately 7:00am – 3:30pm, Monday through Friday, with limited overtime as needed on Saturday mornings or late afternoon. Once fully operational, there will be approximately 20 employees onsite at any given time.

Deliveries and shipments will occur on a daily basis and will utilize existing loading and access areas. All operations will comply with applicable building, fire, and safety codes. The use will not generate excessive noise, vibration, odors, or emissions beyond what is typical for uses permitted within an industrial district.

Compatibility with Surrounding Development

The surrounding area is characterized by light industrial uses of similar scale and intensity. The proposed use is compatible with the existing development pattern and will not dominate or interfere with neighboring properties.

Because the project utilizes an existing building and infrastructure, with no proposed expansion or increase in site intensity, it will maintain the established character of the area and function in harmony with adjacent uses.

Summary

The proposed conditional use is consistent with the intent and purpose of the City of Franklin Unified Development Ordinance and Comprehensive Master Plan. The project will make efficient use of an existing industrial facility, will be adequately served by public services and infrastructure, and will not result in adverse impacts to surrounding properties or the broader community.

For these reasons, the applicant respectfully requests approval of the Conditional Use Permit.

1. Name of Insured:

JONAS BUILDERS, INC. RESTATED PROFITSHARING PLAN

2. The estate or interest in the land described herein and which is covered by this policy is:

FEE SIMPLE



3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land referred to in this policy is described as follows:

Parcel 1 of Certified Survey Map No. 2587, recorded on July 21, 1975 in Reel 865, Image 1970 as Document No. 4931556, of part of the Northwest 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, as Amended by Affidavit of Correction dated October 26, 1976 and recorded on October 27, 1976, Reel 969, Image 1707 as Document No. 5049765.

Tax Key No. 899-9990-022

ADDRESS: 9800 S. 60th Street

Standards for Conditional Uses

Date: 1/15/26
Property Owner: JONAS BUILDERS, INC. RESTATED PROFIT SHARING PLAN
Property Address: 9800 S. 60th ST, FRANKLIN WI 53132

SECTION 15-9-06.H GENERAL STANDARDS FOR CONDITIONAL USES

General Standards. No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this UDO was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response:

The applicant intends to manufacture industrial cranes, fall protection and material handling equipment in an existing facility. There are no plans to change or expand the facility, and the proposed use of the facility aligns with the Limited Industrial zoning where the property is located.

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response:

Normal operating hours will be 7:00am - 3:30pm, Monday through Friday, with the potential of Saturday morning or late afternoon overtime work. There should be minimal or no impact on the surrounding public area in regards to noise, vibration, emissions and odors. All manufacturing activities will be performed indoors.

3. **Compatibility with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

Response:

The subject property is currently located in an area designated as Limited Industrial. Other than some signage to indicate the company's name, there are no other plans to change the exterior appearance of the property other than cosmetic improvements such as landscaping. The applicant will not and does not intend to dominate or interfere with the immediate vicinity or neighboring properties. Other than the employees, there should only be vendor deliveries and customer pick-ups daily throughout the week.

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Response:

Public utilities are already connected to this facility and there will not be any additional strain on the network of public services as a result of the applicant running its business. The prior tenant was also a manufacturer, so there should be a similar flow of employees, vendors and customers to and from the property.

5. **Adequate Circulation.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response:

Once fully operational, the facility will employ approximately 20 people. Vendor deliveries and customer pick-ups will happen daily throughout the week during the hours of operation. The applicant does not have a storefront, and the customer pick-ups will occur in the existing shipping bays. There are no plans to change parking, access points or truck traffic as a result of the applicant's business.

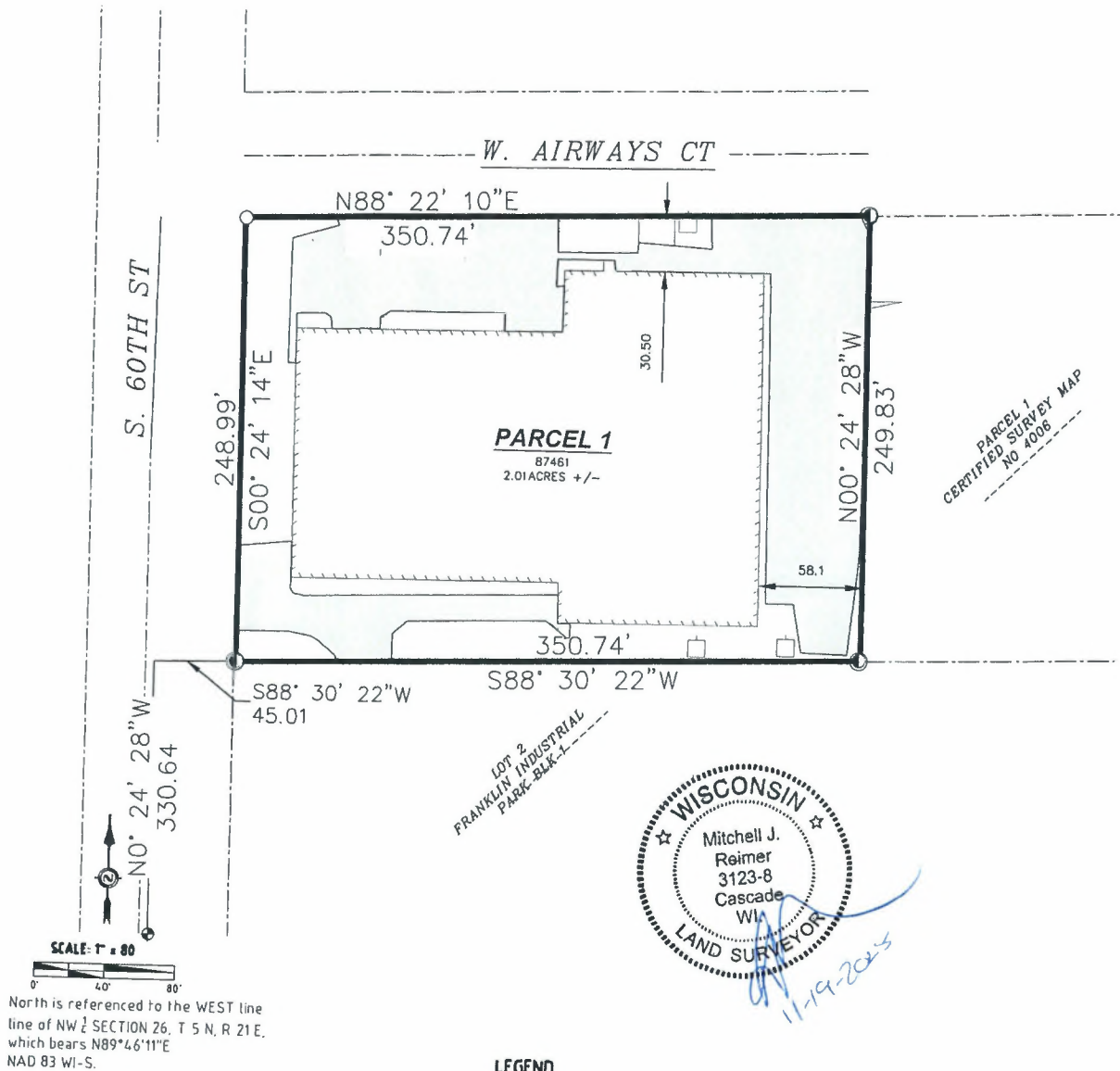
6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. This criterion shall be deemed to have been met with respect to natural features upon approval by the Plan Commission of a Natural Resource Protection Plan for the proposed use.

Response:

There are no plans for any site work, grading, tree removal or exterior disturbance. The site contains paved parking and access drives. The applicant does not intend to destroy or damage any natural, scenic or historic features of significant importance, and is not aware of any issues involving wetlands or natural resources on the property.

PLAT OF SURVEY

PARCEL 1 OF CERTIFIED SURVEY MAP 2587, PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



OWNER/PREPARED FOR:
SPANCO
604 Hemlock Rd
Morgantown, PA 19543

SURVEY WORK COMPLETED 10/28/25

Mitchell J. Reimer
W61 N497 Washington Ave
Cedar Corporation
Cedarburg, Wisconsin 53012
SHEET 1 OF 1 SHEETS

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 17, 2026
Reports & Recommendations	Concept Review for a Development Proposal for Advenir Azora Development, LLC 7631 South 31ST Street. (TKN 786-9987-000), (Joann Rubio, Advenir Azora Development, LLC, Applicant)	ITEM NO. Ald Dist 3 13.

BACKGROUND

The applicant filed a Concept Review Application for a proposed multi-family development upon properties located at 7631 S 31st St., as well as 7705 and 7721 S. 31st St. These lots total approximately 23 acres on the west side of S 31st Street.

This item was presented to the Plan Commission on Thursday, March 5, 2026, and Commissioners provided feedback on the concept.

During the Public Comment period of the Plan Commission two residents provided feedback on the application. They expressed concerns about density, the movement of water in the area, conservation of natural resources, and impacts to traffic in the area especially on 31st. A Traffic Impact Analysis (TIA) for nearby development was conducted last year; the applicants could conduct an update to this review to address traffic concerns.

A neighborhood meeting regarding the proposal was held on Monday, March 16, 2026

ANALYSIS

Please review the detailed staff report and applicant exhibits attached.

OPTIONS

This item does not have a recommended motion and no official action is to be taken.

FISCAL NOTE

None

RECOMMENDATION

It is recommended that sufficient feedback be provided to allow the applicant to determine whether to proceed or not with detailed development plans and the required applications.

Department of City Development: MX

Franklin CITY OF FRANKLIN *Franklin*
REPORT TO THE PLAN COMMISSION

Meeting of March 5, 2026
Concept Review

RECOMMENDATION: No action requested, no action to be taken.

Project name: 7631 S 31st etc. Concept Review
Property Owner: B C MANAGEMENT, LLC
Applicant: Joann Rubio, ADVENIR AZORA DEVELOPMENT LLC
Agent: Brian Randall & Krissy Atterholt,
 AMUNDSEN DAVIS LAW
Property Address/TKN: 7631 SOUTH 31ST STREET / 786-9987-000
Aldermanic District: District 3
Zoning District: B-MU - South 27th Street Mixed-Use District.
 F-Floodplain Overlay District.
Use of Surrounding Properties: B-MU & F (North & South)
 B-P - Business Park District. (East)
 R-SR - Suburban Residence District. (West)
Application Request: Plan Commission & Common Council Concept Review
Staff Planner: Marion Ecks, AICP

Project Description/Analysis

The applicant filed a Concept Review Application for a proposed multi-family development upon properties located at 7631 S 31st St., as well as 7705 and 7721 S. 31st St. These lots total approximately 23 acres on the west side of S 31st Street. The properties are currently occupied by single family homes. 7705 includes a former orchard. All the lots include significant natural resources including woodland, wetlands, and floodplain.

The proposed development will consist of a mixture of “cottage court” style developments with multiple standalone homes as opposed to a multi-story building or buildings. Building types may include standalone cottages, duplexes, and possible townhomes; no structure is proposed to be greater than two stories. Access to the site will be off of S. 31st Street, which is a City of Franklin road. There will be a network of internal roads that are privately owned and maintained.

Required Process

The property is currently zoned B-MU - South 27th Street Mixed-Use District and F-Floodplain Overlay District and is designated as Office on the City’s 2025 Future Land Use Map. In general, the

proposed development fits with the zoning district's intent to accommodate a variety of uses and a compact development pattern.

The proposed development will require a replat as configured, in order to remove setbacks from existing property lines. This can be either a **land combination** or a CSM. If no dedications are proposed, Planning does not have a preference between the two options. Based on preliminary review, a combined parcel would comply with requirements of the Unified Development Ordinance (UDO) for the B-MU Mixed Use district. The applicants are proposing a land combination to join the parcels.

A **Conditional Use** is required for multifamily development in the B-MU district. This application is required as a legislative approval of proposed density, as well as design standards of the UDO for multifamily development. Based on the gross site area, the proposed density complies with B-MU requirements for minimum lot area of 4,500 SF per dwelling unit (Table 15-3-04(C)). The applicant is proposing 166 units; the site can accommodate approximately 234 units. Natural resources on the lot may reduce developable densities.

A **Planned Development Overlay (PDO)** of the base zoning of B-MU would be needed to allow for modifications of design requirements such as building orientation and materials. For example, the applicants propose some units of the development with rear facades facing S. 31st St, which does not comply with UDO requirements that primary facades face major roads. Other modifications of design standards may be required, including building orientation and changes to permitted materials to allow for materials generally preferred in a single-family development, as opposed to commercial multifamily.

Impacts to protected natural resources may require a Natural Resource Special Exception depending on the degree and nature of the resource. Development plans will need to provide for compensation of impacts through restoration or new plantings. Preliminary review of the site shows the presence of woodland, wetland, floodplain, and Environmental Corridors as defined by the Southeastern WI Regional Plan Commission. The proposed design does not appear to impact floodplain; Staff recommends avoiding this category of natural resource in particular.

- A **Site Plan** review is required for the development layout and architecture.
- Cross access is required between adjoining parcels.
- Conservation Easements will be required to protect natural resources.

Applicant materials include an initial concept that was circulated for comments, and a revised draft responsive to Franklin Fire Department concerns about access and turning radii of internal roads.

STAFF RECOMMENDATION

This item does not have a recommended motion and no official action is to be taken.

It is recommended that sufficient feedback be provided to allow the applicant to determine whether to proceed or not with detailed development plans and the required applications.

Attachments:

- Applicant Plan Commission Package

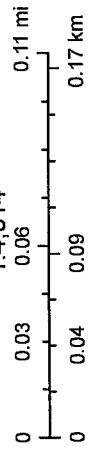
City of Franklin Property Viewer



2/26/2026, 1:38:41 PM

Parcel

1:4,514



SE Wisc Reg Planning Comm, SEWRPC, Vantor



Advenir Azora Development

13830 58th St North
#410
Clearwater, FL 33760

AdvenirDevelopment.com

December 5, 2025

Planning Department
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

RE: LEO Franklin Concept Review Submission
For +/-24 acres at 7631, 7705, 7721 South 31st Street
PID: 786-9987-000, 786-9988-000, 7869992000

Dear Staff,

Advenir Azora Capital, LLC ("AAC") intends to purchase an assemblage of approximately 24 acres of land located along South 31st Street in Franklin, Wisconsin (the "Development Tract"). As described in our submission materials, AAC proposes to develop its LEO Living residential community (the "LEO residential community") on the Development Tract, bringing new market-rate rental housing options to the City of Franklin in a range of unit types, sizes, and formats. The total estimated value of the completed development—including structures, site improvements, and landscaping—is approximately \$51,584,000.

Advenir Azora Development, LLC ("AAD"), on behalf of AAC, intends to file the following application for the Development Tract:

- Concept Review

AAD will subsequently file the following applications:

- Conditional Use Application (for a new residential building complex)
- Planned Development Overlay
- Land Combination

Project Narrative

With guidance from City Staff, AAD has confirmed that the Development Tract is zoned B-MU: South 27th Street Mixed-Use District, where multifamily development is permitted as a Conditional Use. The proposed LEO residential community will consist of 166 market-rate, Class A built-for-rent units, resulting in a gross density of 7 dwelling units per acre, consistent with applicable zoning standards.

The community will feature a mix of cottage and duplex-style units with on-grade parking, attached garages for select cottage units, generous open space, and Class A resident amenities. A clubhouse will include a fitness center, community lounge/co-working space, and management office areas. Upon completion, the development is estimated at \$51,584,000, or \$310,746 per unit.

All buildings within the LEO residential community will incorporate high-quality architectural design that complements the surrounding environment and aligns with the City's updated Uniform Development Ordinances. The site plan emphasizes a sustainable, walkable neighborhood structure, incorporating pedestrian and vehicular connections to existing and future surrounding developments, as well as multiple pocket parks offering active and passive recreation opportunities.

The project has been designed to be compatible with adjacent land uses and to act as a transition between the B-P Business Park District and R-SR Suburban Residence District properties surrounding the site. The



Advenir Azora Development

13830 58th St North
#410
Clearwater, FL 33760

AdvenirDevelopment.com

development's scale is appropriate in relation to nearby single-family homes and supports the community's growing demand for walkable neighborhoods. As a "Missing Middle" housing type, the project introduces diverse housing options suited to evolving household demographics. The internal community layout, combined with deliberate connectivity to surrounding neighborhoods and arterial routes, promotes cohesive, integrated development.

Landscaping throughout the community will include foundation plantings, canopy trees, green open spaces, and pocket parks. Curbed landscape beds and islands will protect planted areas from pedestrian and vehicular impacts. Parking areas will be screened from public roadways using a combination of residential buildings, hedges, and dense plantings. All required landscape buffer yards will be incorporated into the final plans.

We look forward to Staff and elected officials' review and recommendations regarding our submission package. Should additional information be helpful for a more comprehensive review, please contact me or our land use counsel at Amundsen Davis Law.

Sincerely,

Joann Rubio
Advenir Azora Development, LLC



Advenir Azora Development

13830 58th St North
#410
Clearwater, FL 33760

AdvenirDevelopment.com

February 23, 2026

Marion Ecks, AICP
City of Franklin
Department of City Development
9229 W. Loomis Road
Franklin, Wisconsin 53132

RE: 7631, 7705, 7721 S. 31st Street Concept Review

Dear Ms. Ecks:

Advenir Azora Development (AAD) is in receipt of staff comments regarding the above-referenced concept review. Please accept this letter as our formal acknowledgement and response to those comments. We appreciate the City's time and coordination in reviewing the proposed development and providing constructive feedback.

Outlined below are our responses to each comment from the Department of City Development memo dated February 12, 2026, and the Fire Department's email comments dated February 13, 2026, along with clarifications and proposed revisions where applicable. Supporting materials have been updated accordingly and are included for your reference.

Department of City Development:

1. The properties in question are zoned B-MU South 27th Street Mixed-Use District. In general, the proposed development fits with the district's intent to accommodate a variety of uses and a compact development pattern.

Response: Comment Acknowledged.

2. The proposed development will require a replat as configured, in order to remove setbacks from existing property lines. This can be either a land combination or a CSM. If no dedications are proposed, Planning does not have a preference between the two options. Based on preliminary review, a combined parcel would comply with requirements of the Unified Development Ordinance (UDO) for the B-MU Mixed Use district.

Response: Comment Acknowledged. It is our intent to submit a land combination application with the upcoming entitlement application submission.

3. A Conditional Use is required for multifamily development. This application is required as a legislative approval of proposed density, as well as design standards of the UDO for multifamily development. Proposed density complies with B-MU requirements for minimum lot area of 4,500 SF per dwelling unit (Table 15-3-04(C)). Note the requirements of § 15-4-01 Residential Use-Specific Standards and § 15-5-10 General Townhouse, Multifamily, Mixed-Use, and Nonresidential Design Standards for proposed building types and development design.

Response: Comment Acknowledged. It is our intent to submit a Conditional Use application with the upcoming entitlement application submission.



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#410
Clearwater, FL 33760

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4. A Planned Development Overlay (PDO) of the base zoning would be needed to allow for modifications of design requirements such as building orientation and materials. The base zoning for the PDO would be B-MU.

Response: Comment Acknowledged. It is our intent to submit a Planned Development Overlay application with the upcoming entitlement application submission.

5. A Site Plan review is required for the development layout and architecture. The proposed site plan would be required to comply with the design standards of the UDO or any modifications created via the PDO.

Response: Comment Acknowledged.

6. Impacts to protected natural resources may require a Natural Resource Special Exception depending on the degree and nature of the resource. Development plans will need to provide for compensation of impacts through restoration or new plantings. Preliminary review of the site shows the presence of woodland, wetland, floodplain, and Environmental Corridors as defined by the Southeastern WI Regional Plan Commission.

Response: Comment Acknowledged. A Natural Resources Plan will be provided as part of the upcoming entitlement submission.

7. The proposed design does not appear to impact floodplain; I would strongly recommend avoiding this category of natural resource in particular. Floodplain areas are regulated by Attachment 1 of the UDO.

Response: Comment Acknowledged. It is our intent to avoid impacts to the floodplain.

8. Cross access is required between adjoining parcels.

Response: Comment Acknowledged. In lieu of vehicular cross access, the applicant intends to propose a non-vehicular trail connection with amenities such as benches and trash receptacles along the Root River corridor. Further coordination with Staff is needed.

Engineering:

1. Application for SWMP for review and approval.

Response: Comment Acknowledged.

2. Utility Easements need to be formed.

Response: Comment Acknowledged.

3. SWFMA and SWAE agreements for stormwater pond.

Response: Comment Acknowledged.

4. Submittal of the Plat of Survey.

Response: Comment Acknowledged. It is our intent to submit a land combination application with the upcoming entitlement application submission. Please confirm whether a separate plat of survey will be required prior to building permit issuance.



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5. Will this be a public or private development?

Response: This will be a private development. All infrastructure west of the 31st Street right of way line will be considered private to be privately maintained by the property owner.

6. Must obtain approval from the City of Franklin and the WDNR for the proposed public water main and sanitary installation.

Response: Comment Acknowledged. There is no intent to install new public water or sanitary mains beyond connection points to existing infrastructure in 31st Street. Onsite systems will be private.

7. Must have the Development Agreement between the City and the Developer for the improvement of the public infrastructure.

Response: Comment Acknowledged. While infrastructure is intended to remain private, AAD will enter into a Development Agreement should any public improvements be required.

8. A full set of Engineering plans for review.

Response: Comment Acknowledged.

9. Certified Survey Map (CSM)

Response: Comment Acknowledged. It is our intent to submit a land combination application with the upcoming entitlement application submission.

10. A separate engineering review will occur when and if it's approved by Plan Commission.

Response: Comment Acknowledged.

Fire Department (initial comments from memo)

Given existing Fire/EMS station locations and current fire department staffing levels, the cumulative effect of this and several other residential developments will pose a challenge maintaining industry standard emergency response times for fire and medical emergencies.

Response: Comment Acknowledged.

The FD has expressed concerns about the turning radius of internal streets being able to accommodate fire trucks.

Response: Comment Acknowledged (see additional response below).

Fire Department (email comments)

1. Streets within the proposed development must support access (specific turning radius requirements) for large fire apparatus. Street width in the proposal looks to be very narrow and potentially inadequate for fire apparatus access. The single point of entry from 31st Street is also a concern, given the density of the dwelling units.

Response: Comment Acknowledged. Please see the attached turning movement exhibit that demonstrates turning capabilities in the proposed development. Advenir Azora Development will be available to coordinate directly with Fire Department staff on turn radius requirements and access point



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considerations and would be pleased to host site visits at LEO Bristol (currently operating) and LEO Mount Pleasant (currently under construction) to demonstrate comparable roadway layouts and emergency access design.

2. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.

Response: Comment Acknowledged.

3. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.

Response: Comment Acknowledged.

4. Fire Department Connection (FDC), and fire hydrant placement and density must be acceptable to AHJ.

Response: Comment Acknowledged.

5. At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.

Response: Comment Acknowledged.

6. Master Key set required for placement in Knox Box (if required).

Response: Comment Acknowledged.

7. Permitting and submittal instructions for fire protection system review and inspection can be found at: <https://www.franklinwi.gov/Departments/Fire.htm>.

Response: Comment Acknowledged.

Conclusion

Advenir Azora Development welcomes the opportunity to present its plans to the Plan Commission and Common Council. Further to these response comments, we are submitting the requested number of copies of our Concept Review materials as well as the turning movement exhibit and our current set of civil engineering plans (9 pages).

Please do not hesitate to reach out with any questions or requests for additional information. We appreciate the City's continued coordination and look forward to working collaboratively as the project advances.

Sincerely,

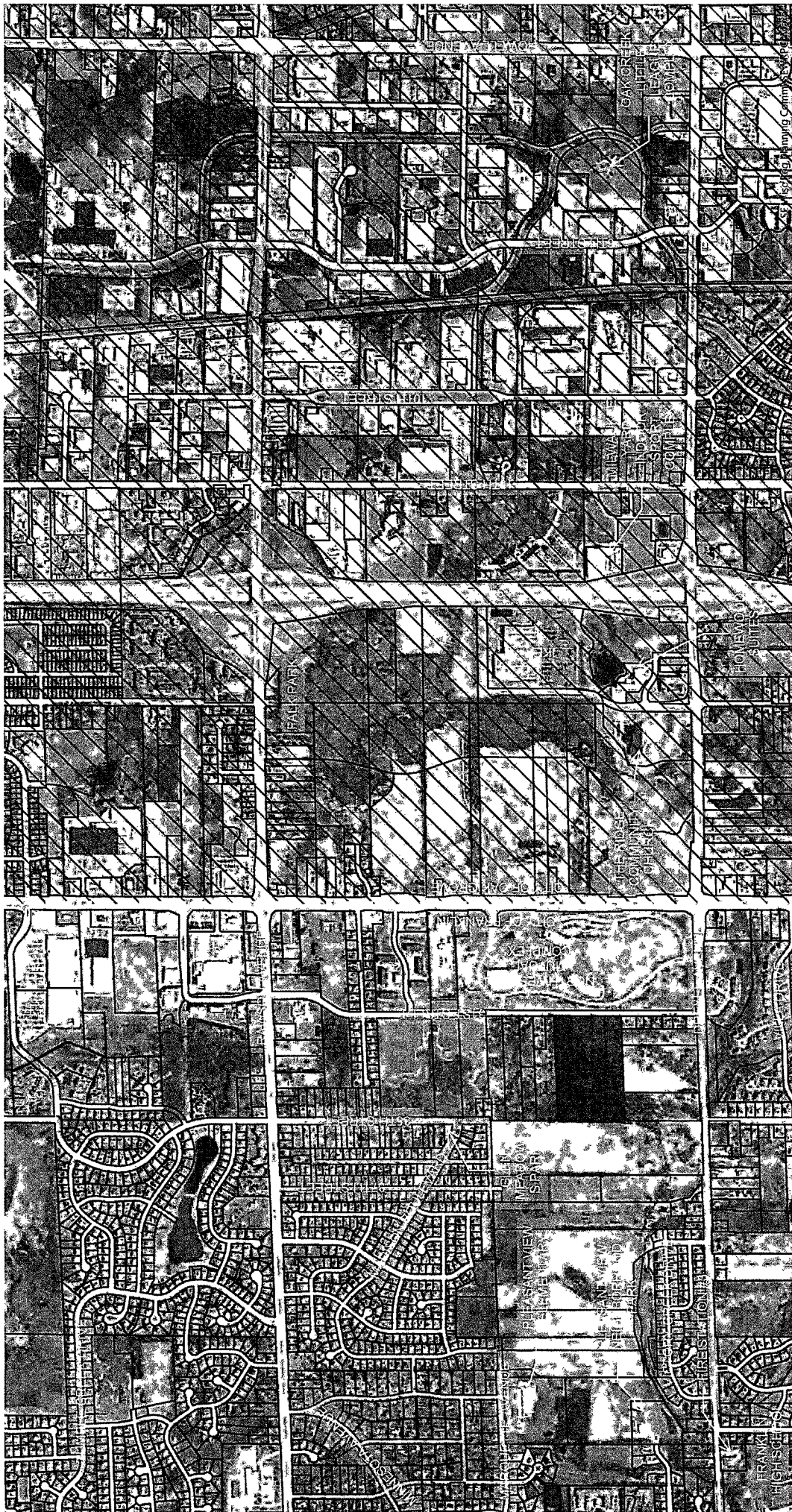
Joann Rubio
Development Manager

■ Advenir - LEO Franklin

Updated 12/02/2025

■ LOCATION MAP





■ CONCEPTUAL SITE PLAN



CONCEPTUAL SITE PLAN

Unit Type	Units
1 BR - Stacked - Ground Unit	6
1 BR - Stacked - Upper Unit	6
1 BR - 1/2 Cottage Duplex	4
2 BR - 1/2 Cottage Duplex	4
2 BR - 2/2 Cottage Twin	12
2 BR - Stacked Duplex - Ground Unit	10
2 BR - Stacked Duplex - Upper Unit	10
2 BR - Townhome (Mini w/ Garage)	34
2 BR - Cottage w Attached Garage	24
3 BR - Cottage w Attached Garage - Twin	34
3 BR - Cottage w Attached Garage ALT	22
Total Units	166

Unit Mix	
One Bedroom	10%
Two Bedroom	57%
Three Bedroom	34%

Parking	
90 Degree Parking	21
Parallel Parking	81
Attached Garages	114
Total Parking	216

Retention	
Total Buildable Area	734,752
Retention Area (15% of Buildable SF)	110,213

Reserved Snow Area	
Snow Area Required (10% of Parking)	2,241
Snow Area Provided	3,436



31st STREET
(PUBLIC RIGHT OF WAY)

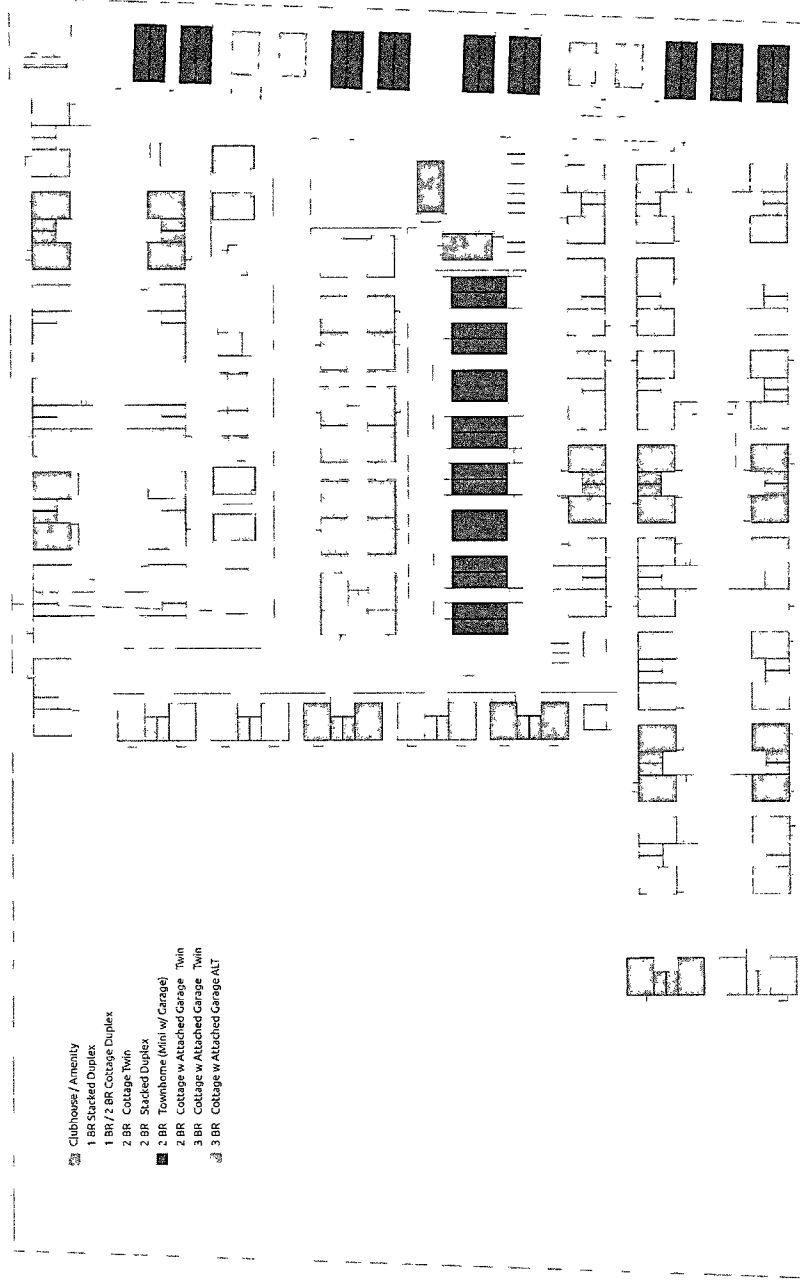
B-P
(OFFICE)

B-MU
(RESIDENTIAL)

B-MU
(RESIDENTIAL)

Unit Mix

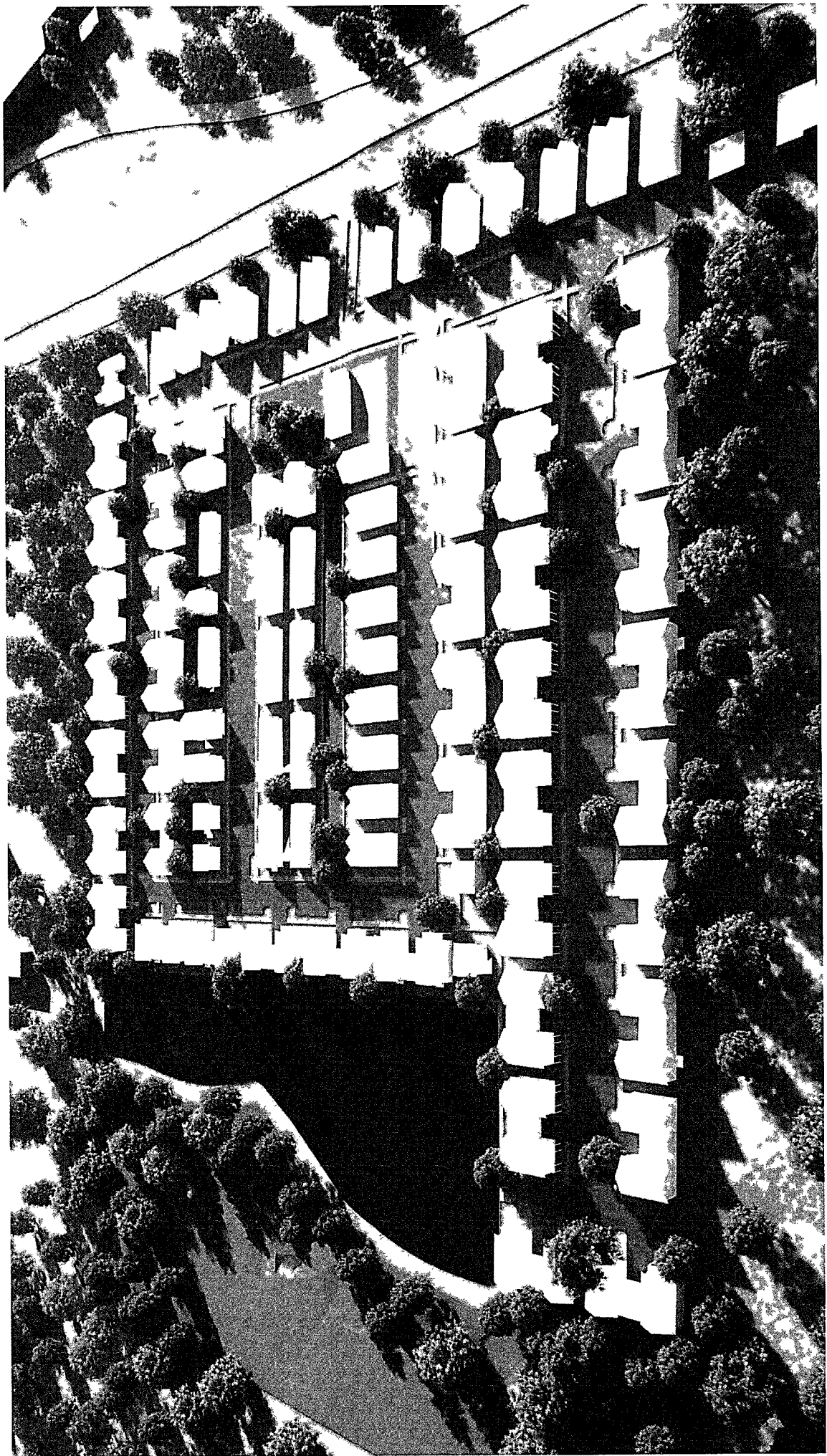
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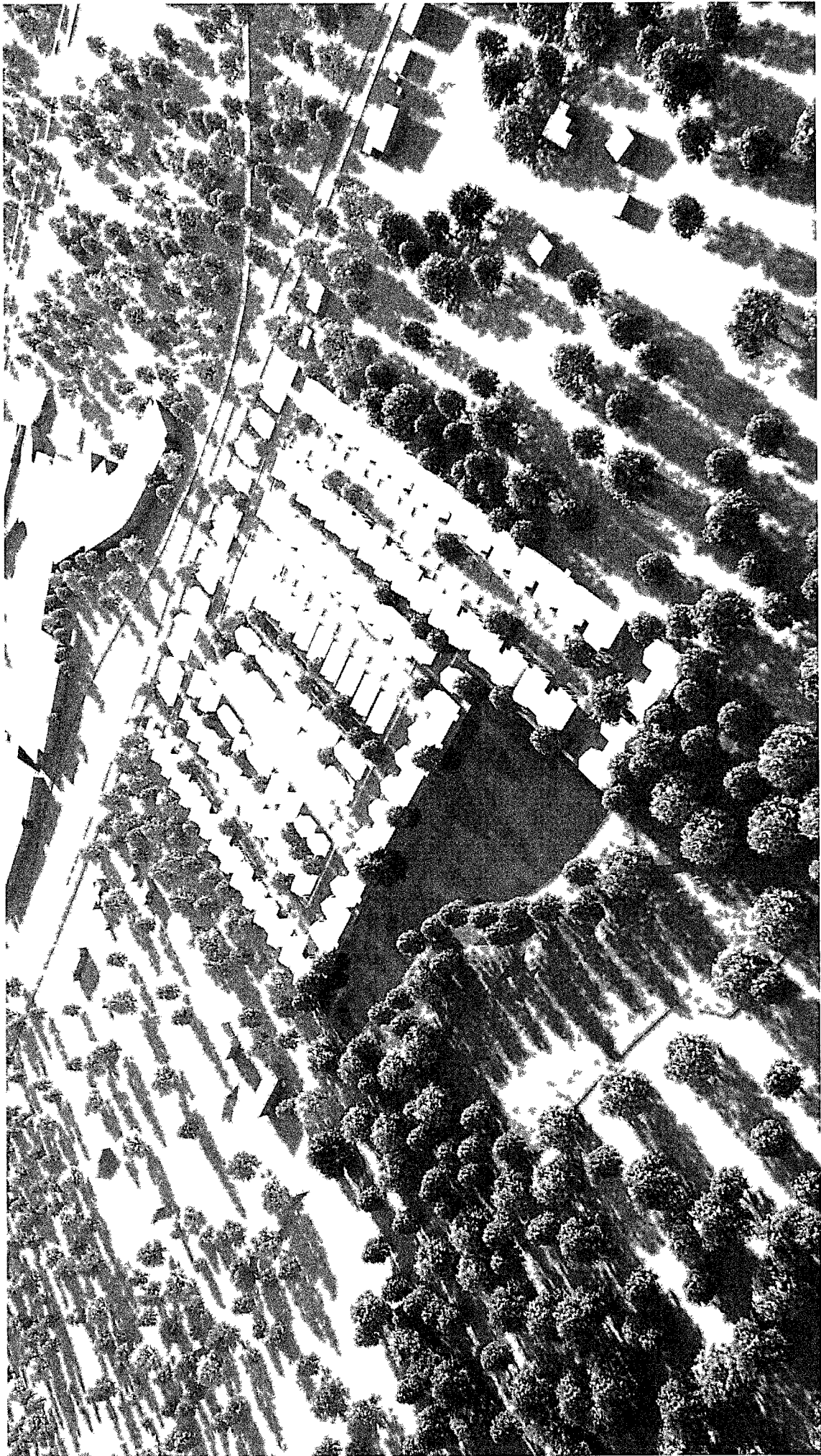


■ AERIAL RENDERINGS





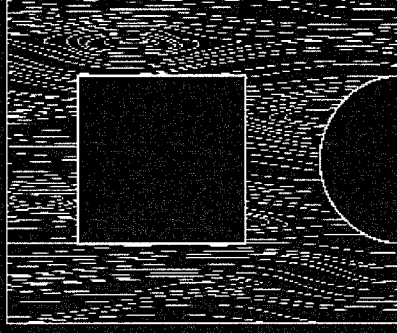




Thank You

CONTACT:
ADVENIR AZORA DEVELOPMENT, LLC
JOANN RUBIO, DEVELOPMENT MANAGER
jrubio@advenirazora.com

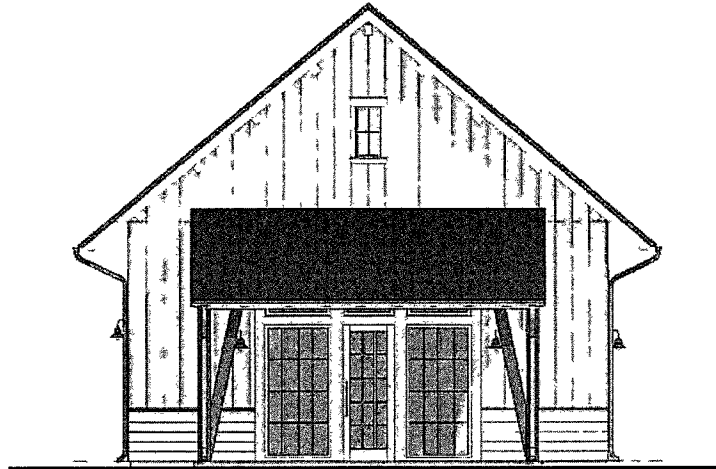
AMUNDSEN DAVIS LAW
BRIAN RANDALL KRISTINA ATTERHOLT, LAND USE CONSULTANT
brandall@amundsendavislaw.com | katterholt@amundsendavislaw.com



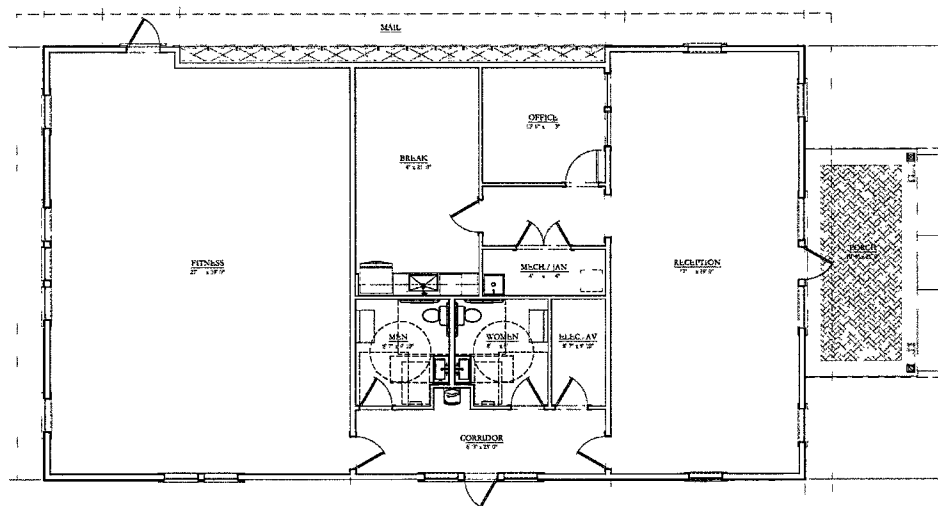
LEO COTTAGES

CLUBHOUSE LEASING

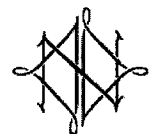
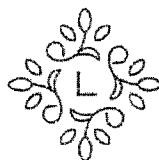
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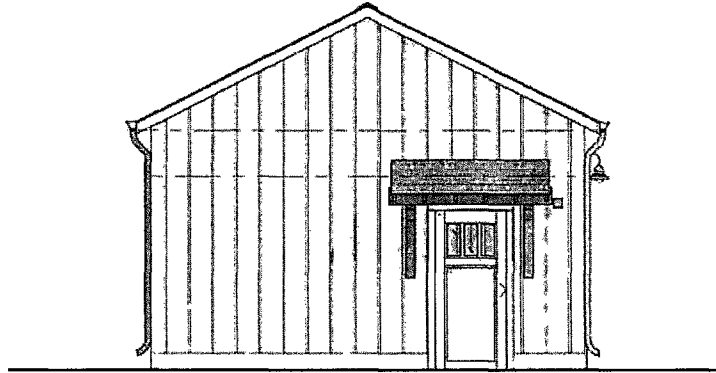
FLOOR PLAN



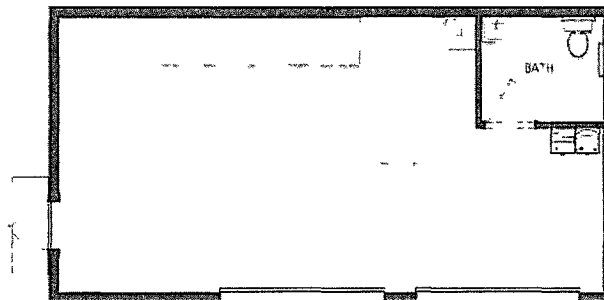
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AMENITY – MAINTENANCE

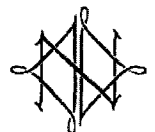
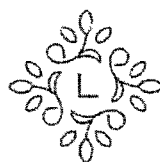
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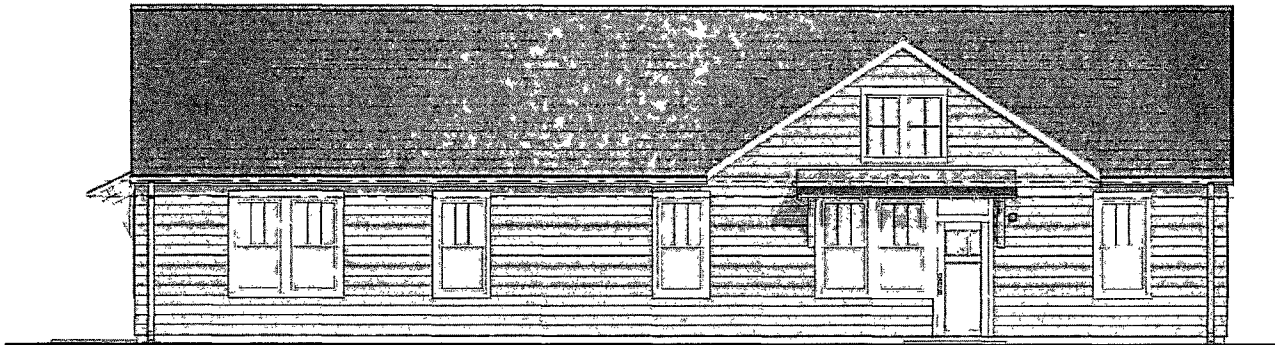
FLOOR PLAN



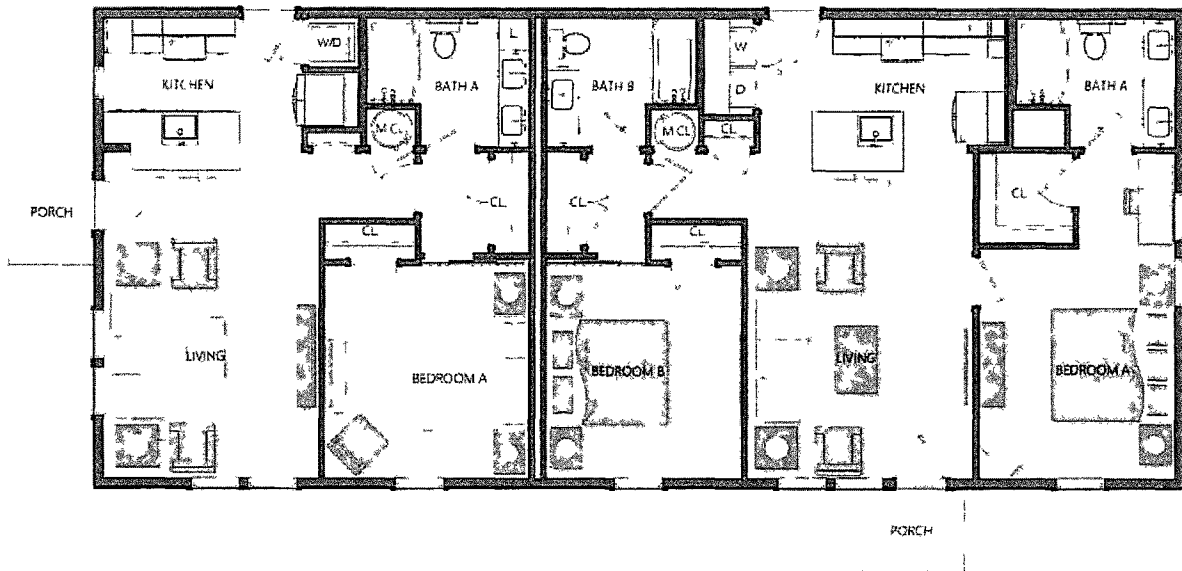
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DUPLEX - 1BR 2BR

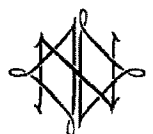
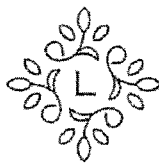
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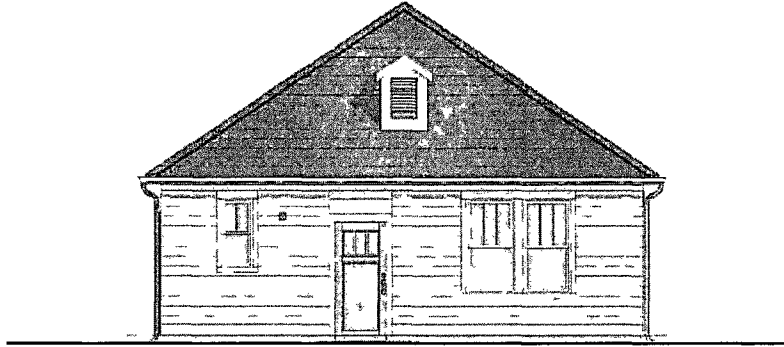
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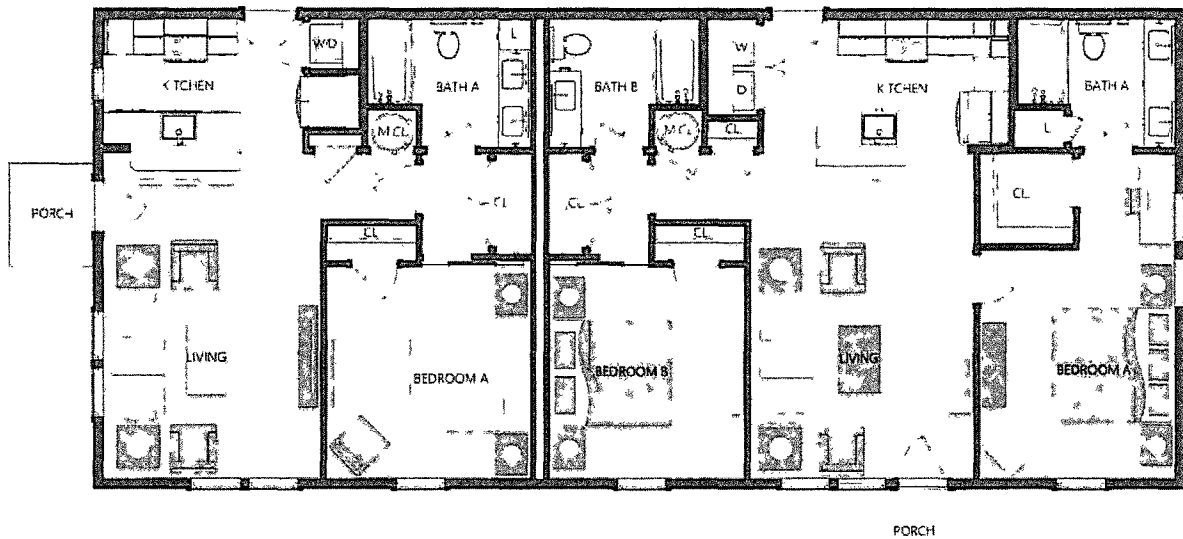
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DUPLEX ALT - 1BR 2BR

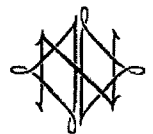
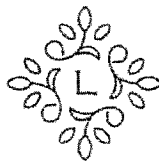
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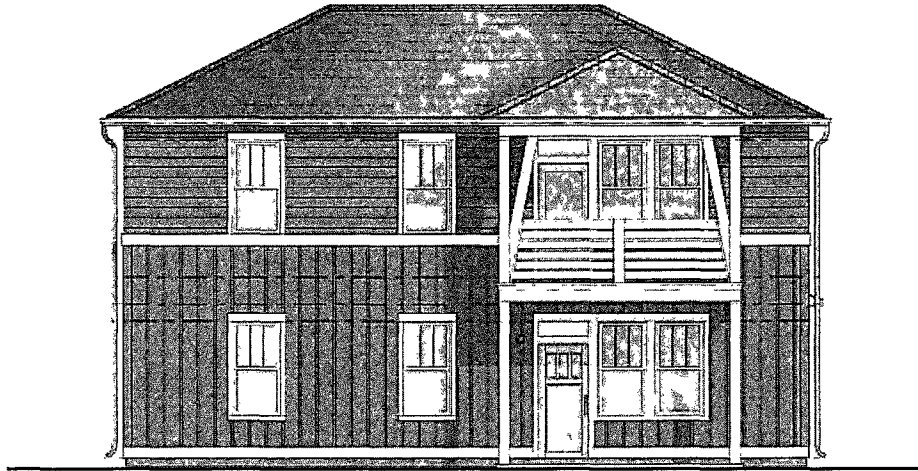
FLOOR PLAN



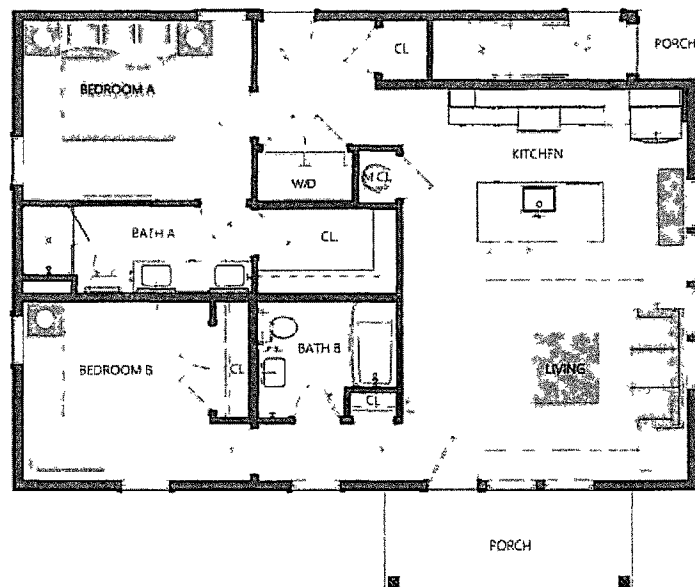
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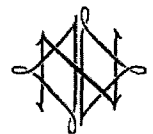
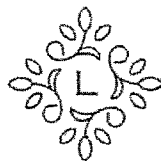
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FRONT ELEVATION



LOWER FLOOR PLAN (UPPER SIMILAR)



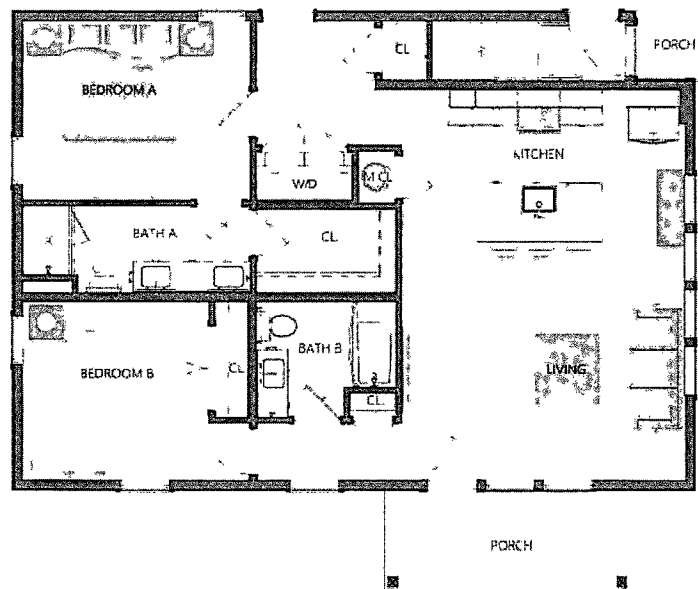
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STACKED DUPLEX ALT - 2BR

08-19-2025



FRONT ELEVATION



LOWER FLOOR PLAN (UPPER SIMILAR)



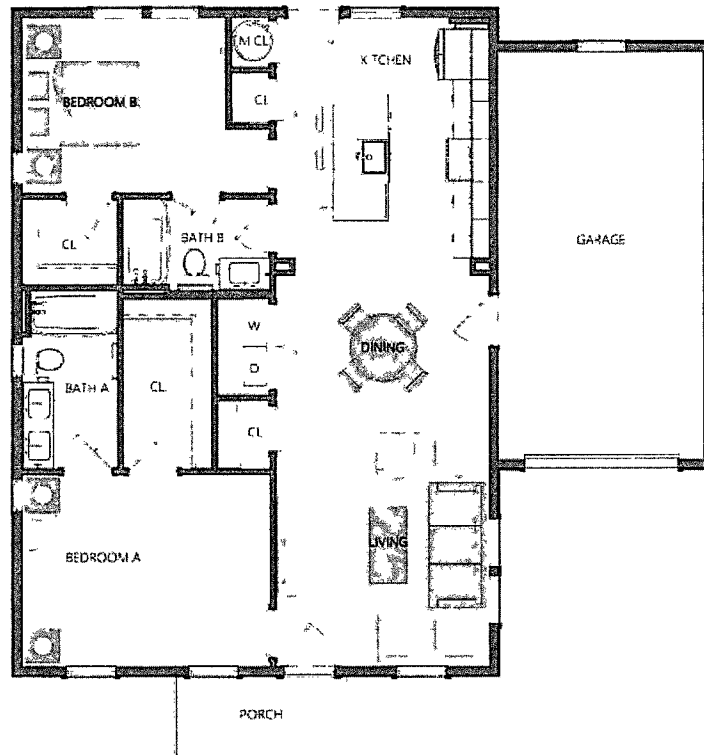
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COTTAGE WITH GARAGE – 2BR

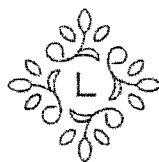
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FRONT ELEVATION



FLOOR PLAN



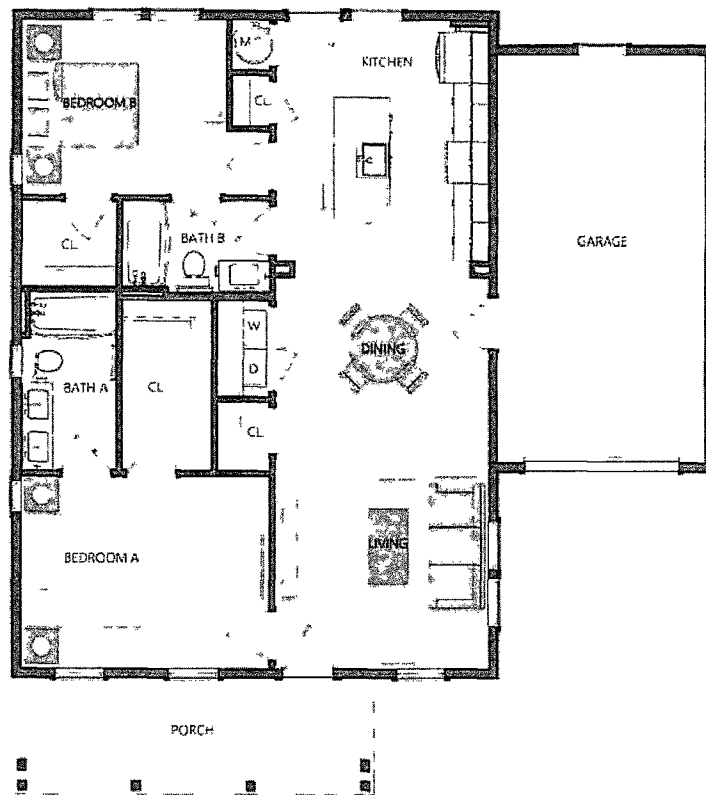
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COTTAGE WITH GARAGE ALT - 2BR

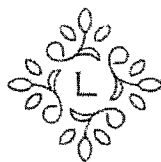
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FRONT ELEVATION



FLOOR PLAN



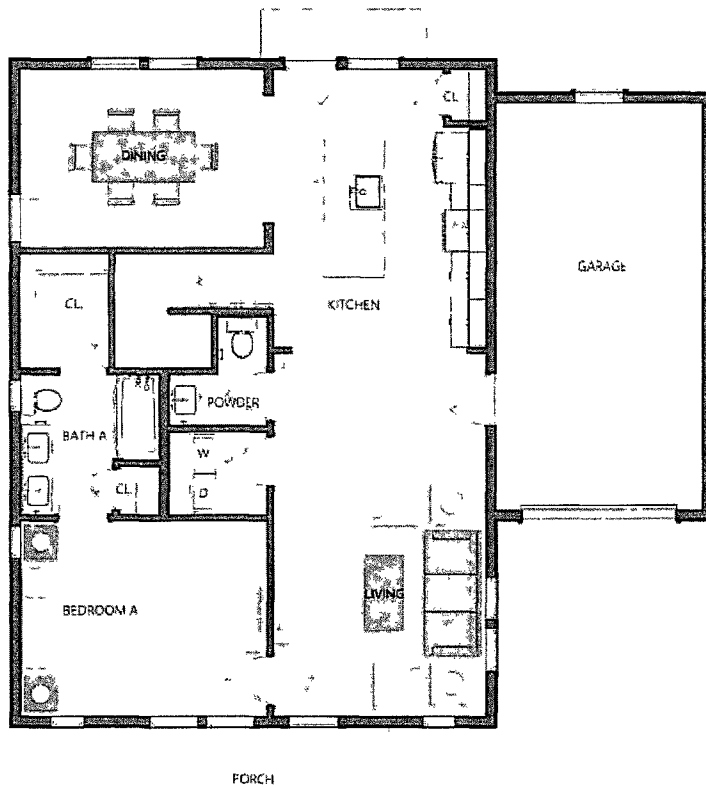
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COTTAGE WITH GARAGE – 3BR

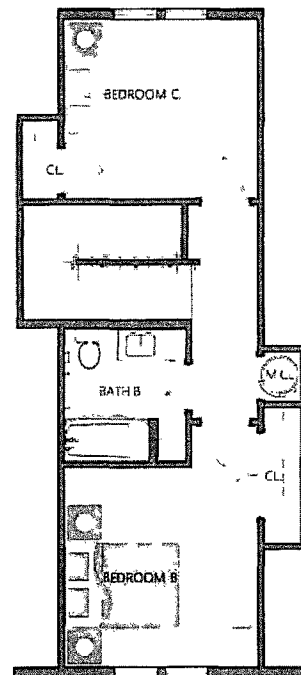
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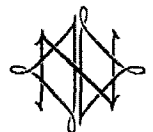
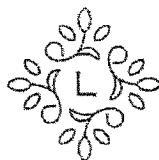
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LOWER FLOOR PLAN



UPPER FLOOR PLAN

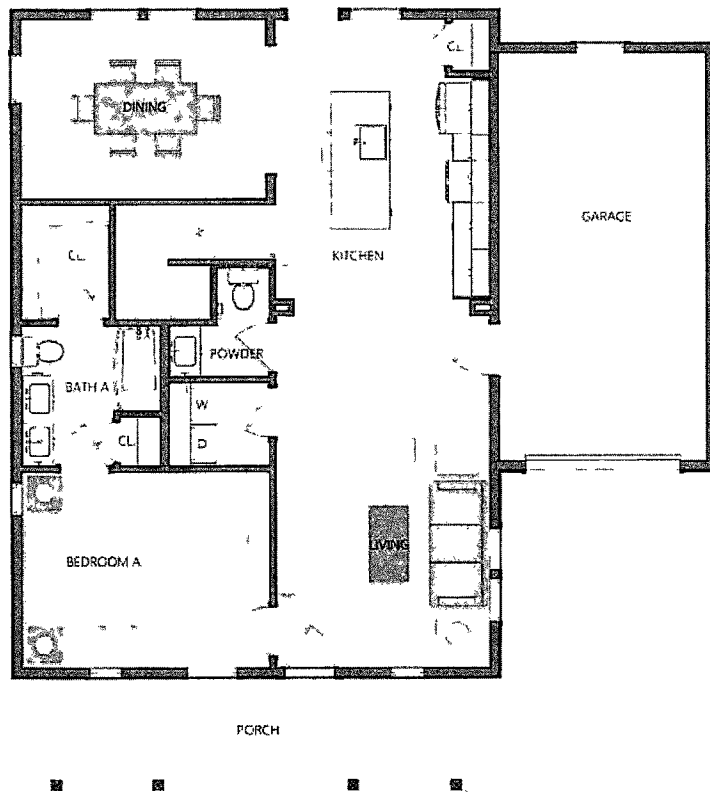


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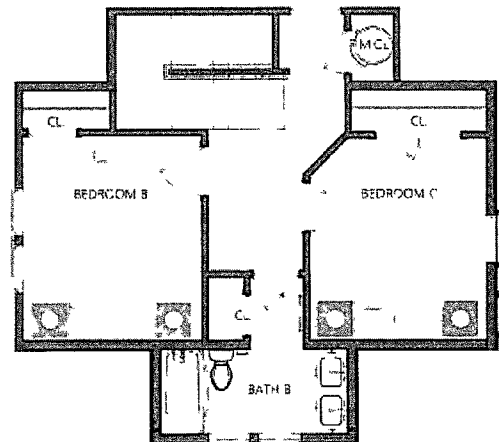
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08-19-2025



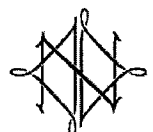
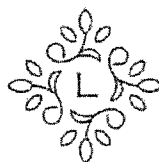
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LOWER FLOOR PLAN



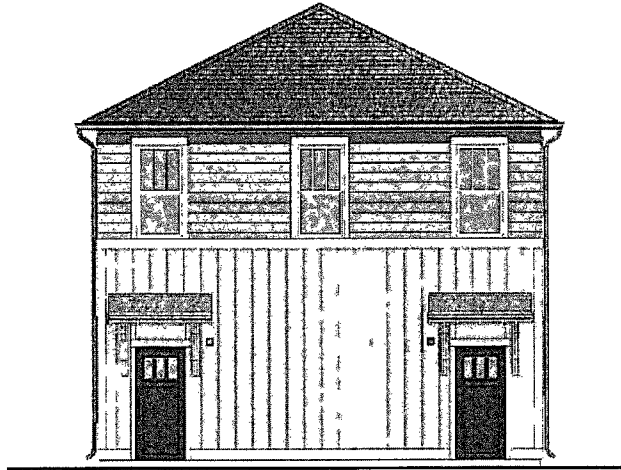
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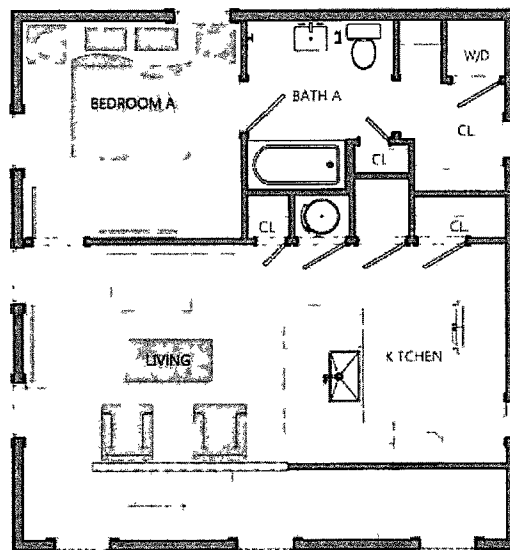
LEO COTTAGES

STACKED DUPLEX – 1BR

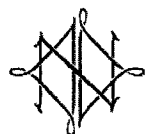
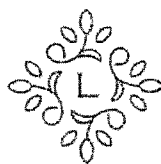
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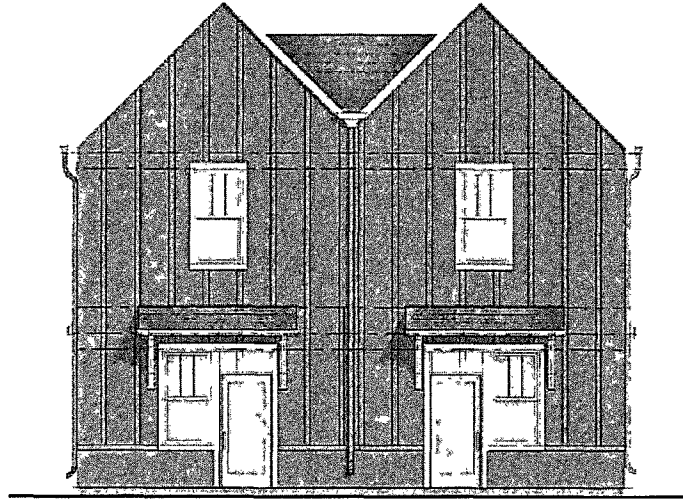
LOWER FLOOR PLAN (UPPER SIMILAR)



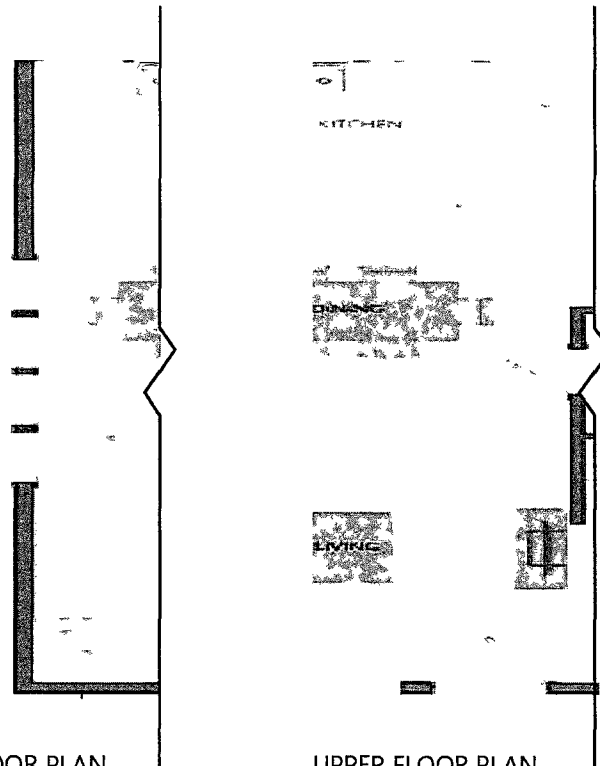
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ROWHOUSE TWIN – 2BR

08-19-2025

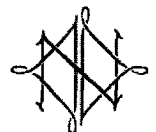
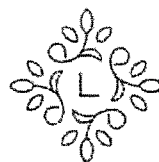


FRONT ELEVATION



LOWER FLOOR PLAN

UPPER FLOOR PLAN



LEO COTTAGES

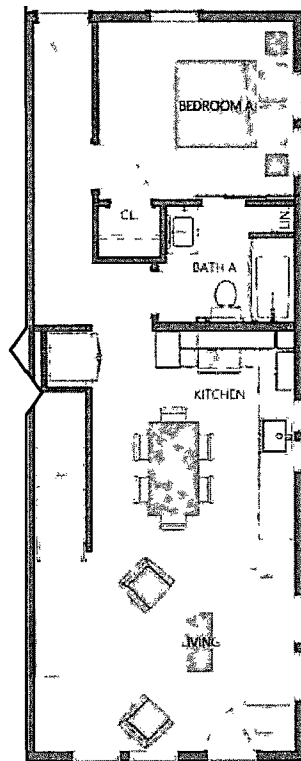
TOWNHOUSE

— 3BR

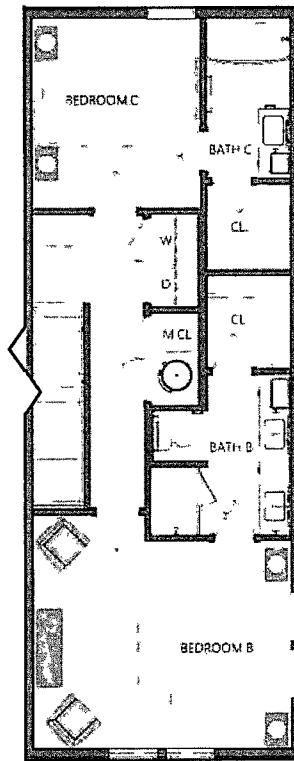
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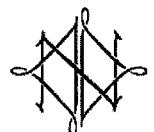
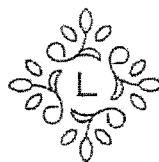
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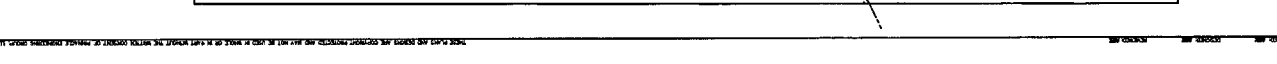


LOWER FLOOR PLAN

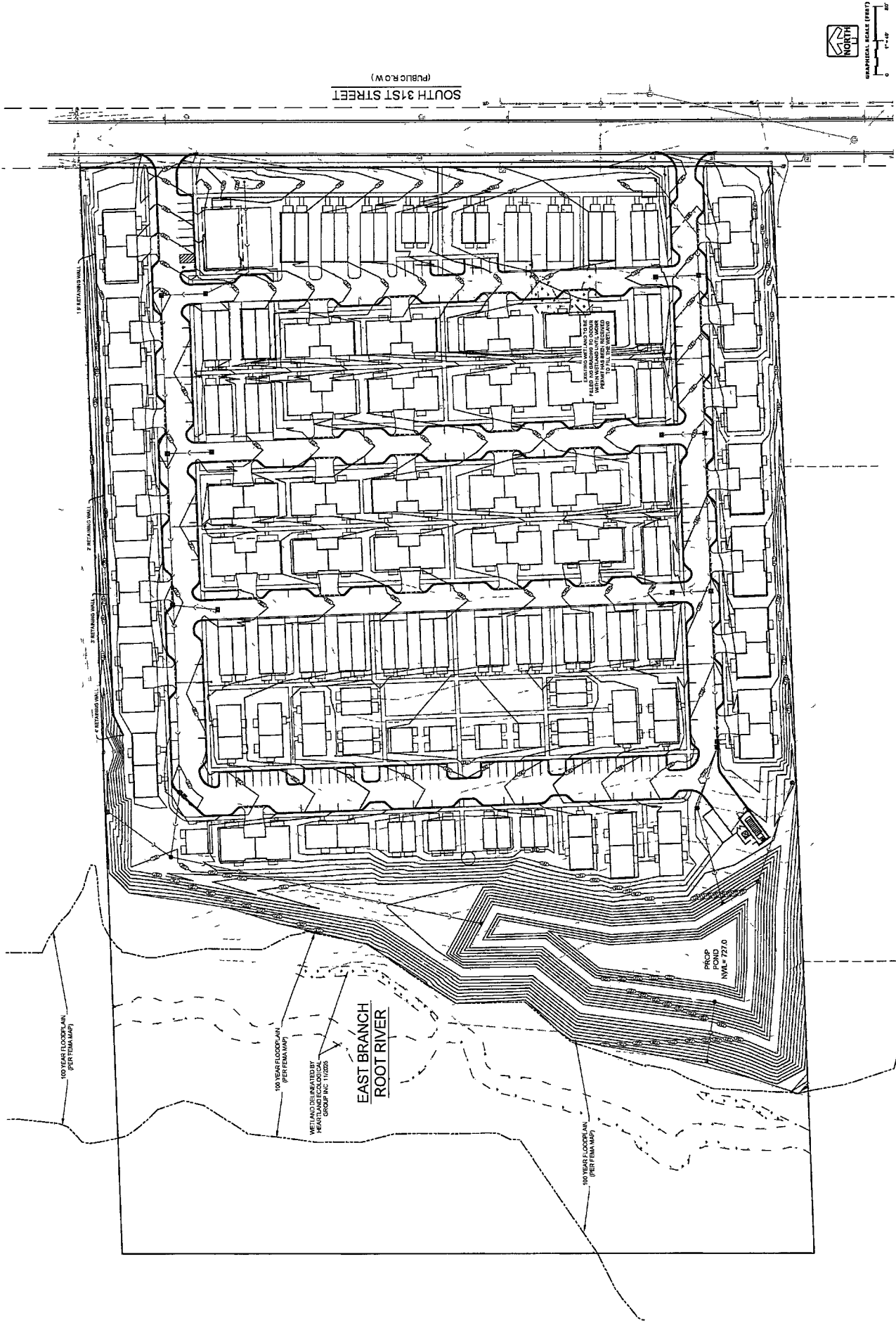


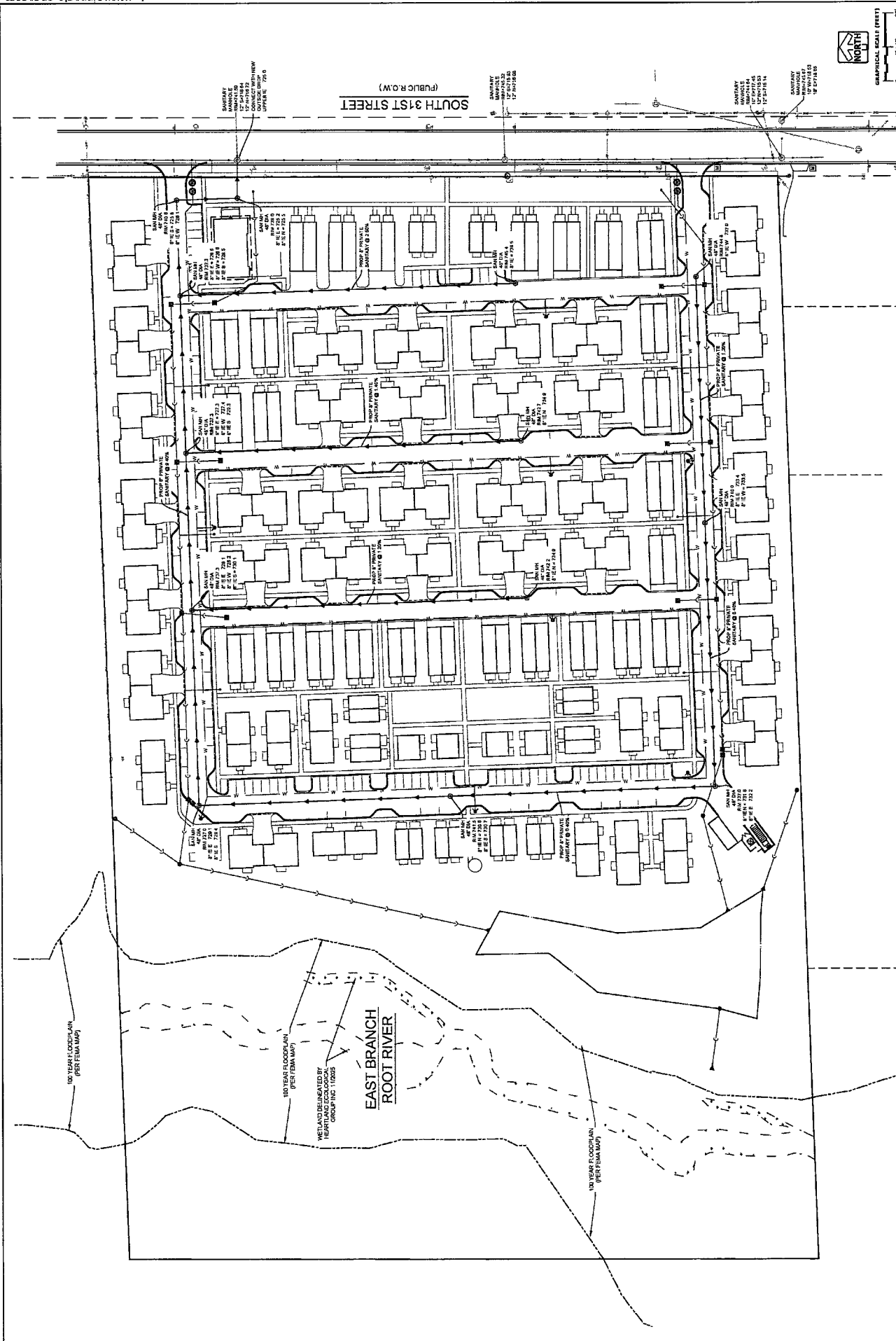
UPPER FLOOR PLAN











GRAPHICAL SCALE (FEET)

0

10

20

30

40

50

60

70

80

90

100

1" = 40'

1" = 80'

1" = 160'

SHEET

5

8

DATE

10/15/2024

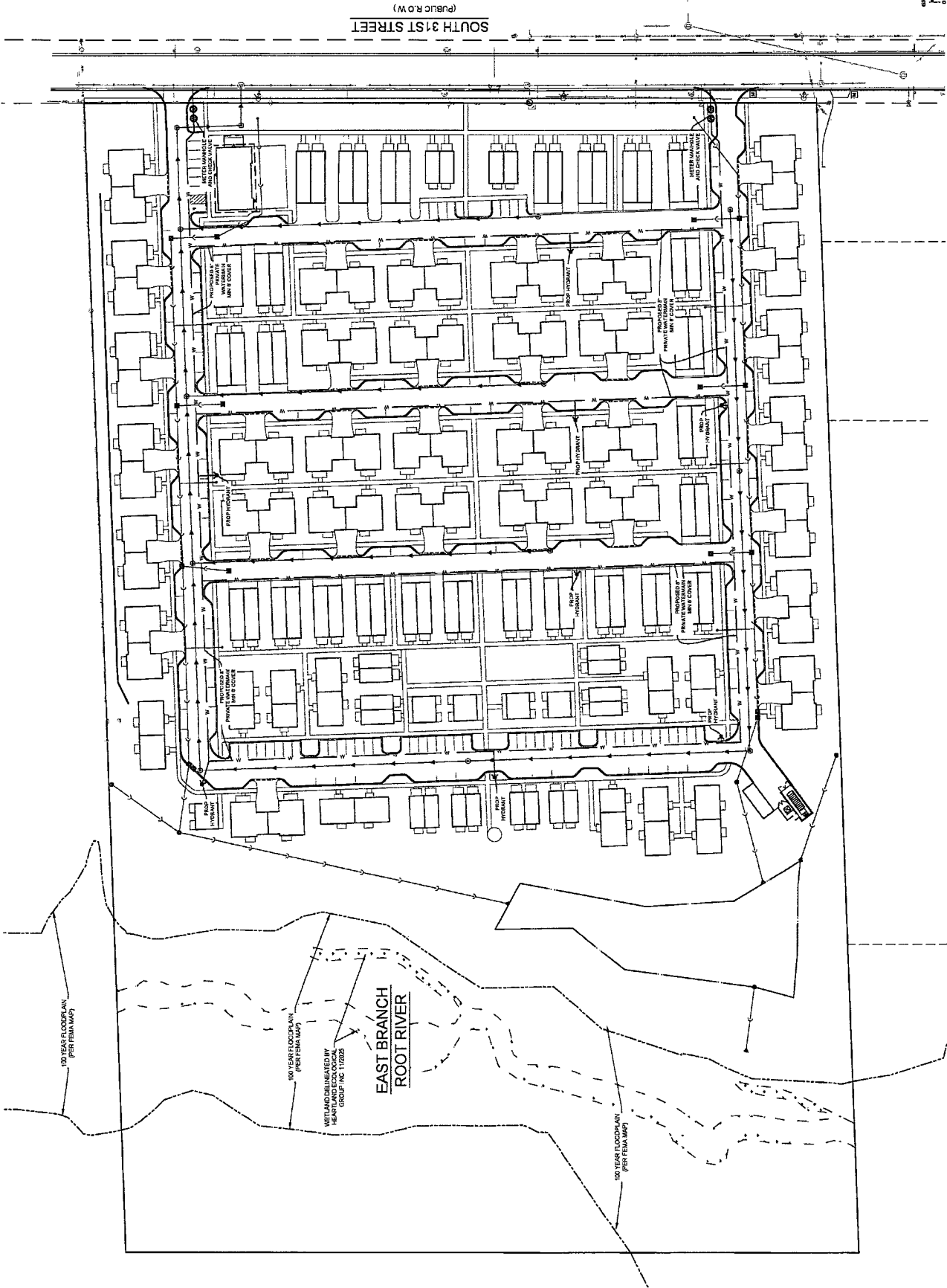
PROJECT

LEO COTTAGES - FRANKLIN

CITY

CITY OF FRANKLIN

REVISIONS



WATERMAIN PLAN

LEO COTTAGES - FRANKLIN
CITY OF FRANKLIN

PLAN/DESIGN/DELIVER

10/15/2024

PINNACLE ENGINEERING GROUP

1000 W. MAIN STREET, SUITE 100
FRANKLIN, MA 01701
TEL: 508.881.1100
WWW.PINNACLE-ENGR.COM

PROJECT MANAGER

JOHN J. PIVNAR

DESIGNER

JOHN J. PIVNAR

CHECKER

JOHN J. PIVNAR

APPROVED

JOHN J. PIVNAR



GRAPHICAL SCALE (FEET)

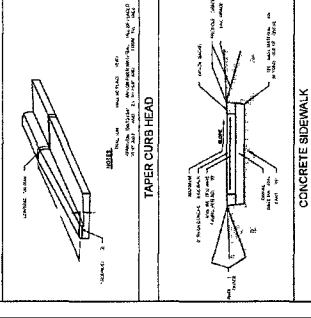
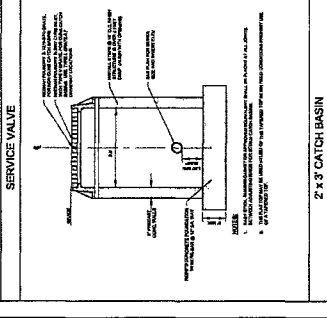
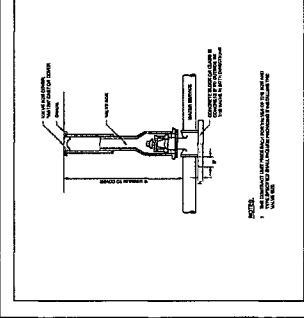
PINNACLE ENGINEERING GROUP
 ENGINEERING HUMAN RESOURCES | SURVIVING
 THE 21ST CENTURY
 1000 WEST KENNEDY BOULEVARD, SUITE 100
 FORT WORTH, TEXAS 76102
 TEL: 817.335.1000 FAX: 817.335.1001
 WWW.PINNACLE-ENG.COM

LEO COTTAGES - FRANKLIN
CITY OF FRANKLIN

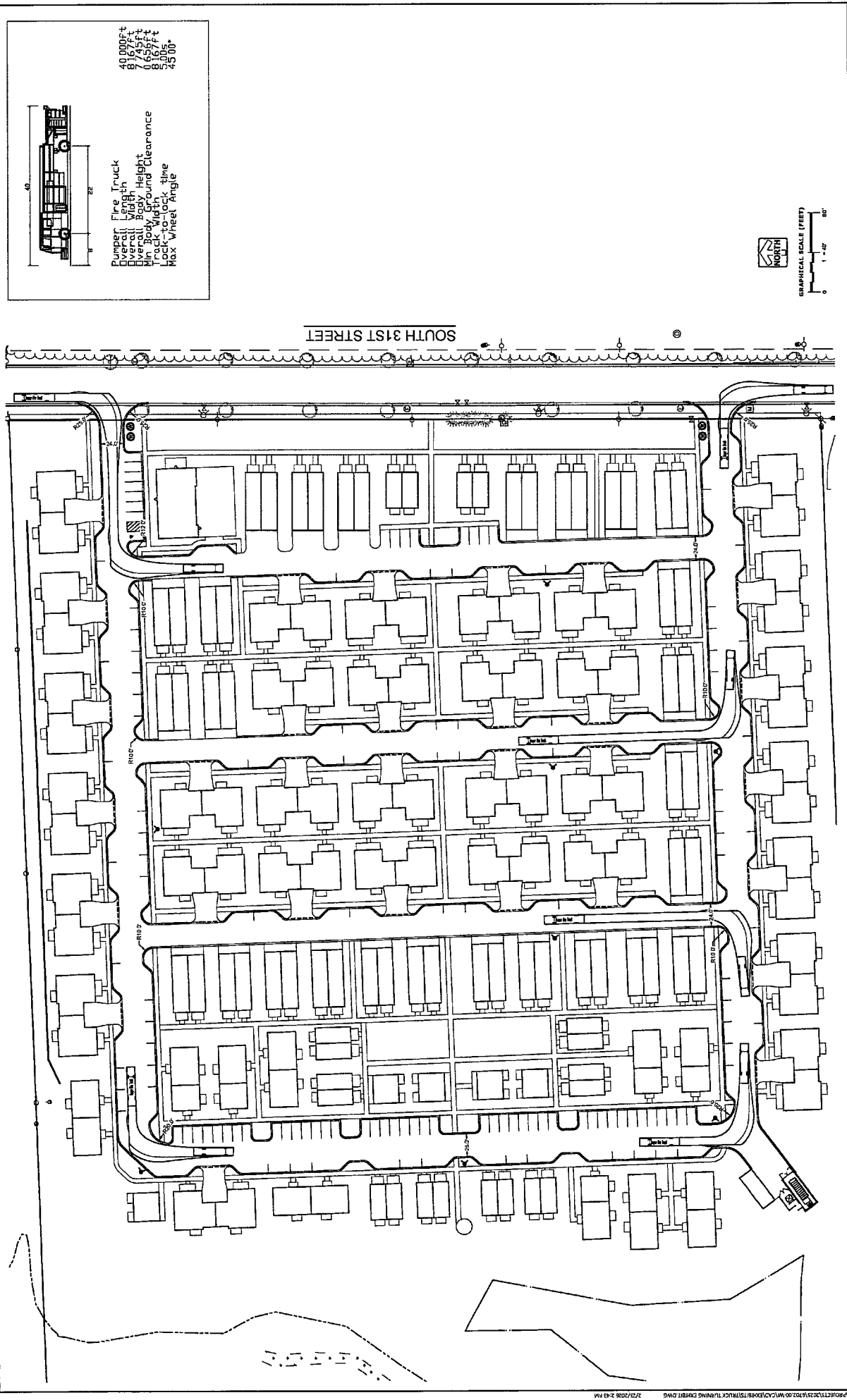
STORM PLAN

REVISIONS

6 of 8



Technical drawings of precast flared pipe sections. The top drawing shows a cross-section of a pipe with a flared top and a circular opening. The bottom drawing shows a side view of a pipe section with a flared top and a circular opening. Dimensions are provided for both views.



LEO FRANKLIN - TRUCK TURNING EXHIBIT

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53066 | WWW.PINNACLE-ENG.COM |

PINNACLE ENGINEERING GROUP

LEGAL DESCRIPTION

PARCEL 1A:

That part of the West ½ of the Southeast ¼ of Section 12, in Town 5 North, Range 21 East, in the City of Franklin, county of Milwaukee, state of Wisconsin, bounded and described as follows:

Commencing at a point in the west line of the ¼ section, said point being 1410.09 feet North 2° 08' East of the Southwest corner of the ¼ section, thence North 2° 08' East along said West line, 205.01 feet to a point, thence East and parallel to the South line of the ¼ Section, 1331.50 feet to a point in the East line of the West ½ of the 1/4 Section; thence South 2° 03' West along said East line, 205 feet to a point; thence West and parallel to the South line of the ¼ Section, 1331.80 feet to the place of beginning, EXCEPTING the East 45 feet thereof.

PARCEL 1B:

That part of the West ½ of the Southeast ¼ of Section 12, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the West line of the ¼ Section, said point being 1000.07 feet North 2° 08' East of the Southwest corner of the ¼ section; thence North 2° 08' East along said west line 205.01 feet to a point; thence East and parallel to the South Line of the ¼ section, 666.05 feet to a point; thence South 2° 05' 30" West 205 feet to a point; thence West and parallel to the South line of the ¼ section, 666.20 feet to the place of beginning.

PARCEL 1C:

That part of the West ½ of the Southeast ¼ of Section 12, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the West line of the ¼ Section, said point being 1615.10 feet North 2° 08' East of the Southwest corner of the ¼ Section; thence North 2° 06' East along said west line 205.01 to a point; thence East and parallel to the South line of the ¼ section 665.60 to a point; thence South 2° 05' 30" west 205 feet to a point; thence West and parallel to the South line of the ¼ section, 665.75 feet to the place of beginning.

PARCEL 1D:

That part of the West 1/2 of the Southeast 1/4 of Section 12, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the West line of the ¼ Section, said point being 1205.08 feet North 2° 08' East of the southwest corner of the ¼ section; thence North 2° 08' East along said west line 205.01 feet to a point; thence East and parallel to the South line of the ¼ section, 1331.80 feet to a point in the East line of the west ½ of the ¼ Section; thence South 2° 03' west along said East line, 205 feet to a point; thence West and parallel to the South line of the ¼ Section 1332.10 feet to the place of beginning, EXCEPTING the East 45 feet thereof.

Tax Key No: 7869988000

Address; 7705 S 31st Street, Franklin, WI

Parcel 2

All that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 12, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the $\frac{1}{4}$ Section; thence East along said South line of the $\frac{1}{4}$ Section 1333.95 feet to a point; thence North $2^{\circ} 03'$ East along the East line of the West $\frac{1}{2}$ of the $\frac{1}{4}$ Section, 1615.00 feet to the place of the beginning of the land to be described; thence North $2^{\circ} 03'$ East along said East line, 205 feet to a point; thence West and parallel to the South line of the $\frac{1}{4}$ Section, 665.60 feet to a point; thence South $2^{\circ} 05' 30''$ West, 205 feet to a point, thence East and parallel to the South line of the $\frac{1}{4}$ Section, 665.75 feet to the place of beginning.

Tax Key No.: 786-9987-000

Address: 7631 S. 31st Street

Parcel 3

That part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 12, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the $\frac{1}{4}$ Section; thence East along said South line of the $\frac{1}{4}$ Section, 1333.95 feet to a point; thence North $2^{\circ} 03'$ East along the East line of the West $\frac{1}{2}$ of the $\frac{1}{4}$ Section, 1000.00 feet to the place of beginning of the land to be described; thence North $2^{\circ} 03'$ East along said East line 205 feet to a point; thence West and parallel to the South line of the $\frac{1}{4}$ Section, 666.05 feet to a point; thence South $2^{\circ} 05' 30''$ West 205 feet to a point; thence East and parallel to the South line of the $\frac{1}{4}$ Section, 666.20 feet to the place of beginning, EXCEPT the East 45 feet thereof.

Tax Key No: 7869992000

Address: 7721 S 31st Street, Franklin, Wisconsin

Neighborhood Open House Invitation

LEO Franklin Residential Community
7631, 7705, & 7721 South 31st Street | Franklin, WI

You're Invited!

Join us for a community open house to learn about a proposed residential development in your neighborhood. Hear about the design, site plan, and benefits — and share your questions and feedback.

Project Highlights

- **Compatible Design:** Homes in a variety of sizes and layouts have been thoughtfully designed in the American Craftsman style for the new neighborhood.
- **Appropriate Density:** The project is fully consistent with B-MU zoning; no density increase is requested.
- **Traffic & Safety:** Residential use is anticipated to create less traffic than commercial alternatives.
- **Green & Walkable Spaces:** The community includes walkable green areas and connections to the Root River Environmental Corridor for passive recreation.
- **Quality Housing:** Offers market-rate, high-quality rental homes to meet evolving local housing needs.
- **Neighborhood Protection:** Generously planted landscape buffers and site planning help maintain privacy and compatibility with existing homes.
- **Environmental Stewardship:** Storm water will be managed on site and construction will include proper erosion control measures.



Figure 1 Aerial Map with Location of Properties

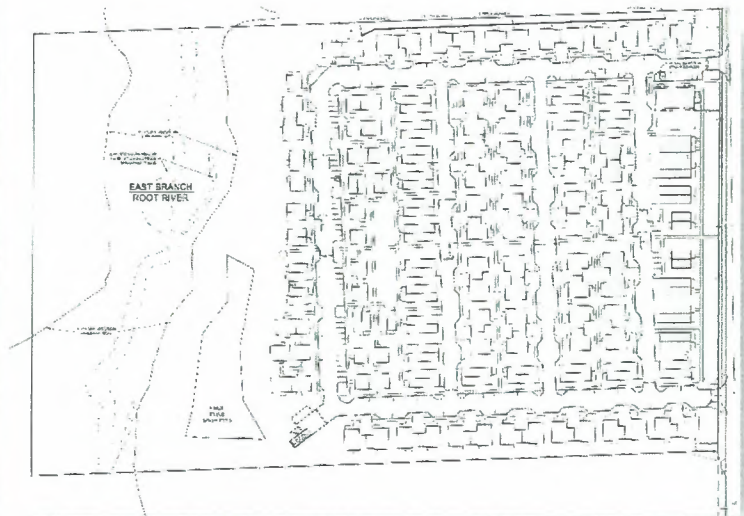


Figure 2 Current Site Plan, dated 2/17/2026

We value your input!

Please stop by our open house information session at any convenient time for your opportunity to learn about the project and provide feedback that helps ensure a thoughtful integration into the neighborhood.

Project Contact

Joann Rubio:

Advenir Azora Development, LLC
jrubio@advenirazora.com

Open House Details

Date: March 16, 2026

Time: 5:00-6:30 p.m. (come any time)

Location: Franklin Law Enforcement Center (Community-Court Room)
9455 W. Loomis Road

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/17/2026
REPORTS & RECOMMENDATIONS	Authorize Director of IT to Enter into a Three-Year Licensing Agreement with ERSI ArcGIS	ITEM NUMBER J.14.

Background:

The City of Franklin IT Department is undertaking an enterprise initiative to transition all current on-premises ArcGIS maps and asset tracking systems to vendor cloud-based platforms. This aligns with a new strategic initiative to eliminate all on-premises data centers at City Hall and the Police Department by 2029. Local server-based applications and licenses will transition from portfolio-based licensing to annual “per user” subscriptions. The proposal to transition to an alternative licensing model was outlined in the 2026 IT operational outlay budget, necessitating an increase in funding for GIS licensing. The migration of the ESRI (Environmental Systems Research Institute) ArcGIS system will be the second significant enterprise application to transition entirely to cloud-based processing.

Recommendation:

The City of Franklin has the opportunity to enter into an enterprise licensing agreement with ESRI to create a predictable cost structure, while user-based subscription licensing and needs may be quite fluid. ArcGIS is used both for GIS mapping services, and it is also extensively used for asset tracking within multiple departments. Currently, fire hydrants, sewer lines, electrical poles, streetlights, garbage collection points, and other infrastructure are meticulously recorded in the ArcGIS system through map layers. This information must be securely documented for daily operational requirements. The GIS Department anticipates significant expansion in mapping and asset tracking, as emerging cloud-based tools facilitate the development of innovative corporate applications and procedures.

All proposed licensing and costs for 2026 were predicated on current assumptions and use scenarios analogous to the existing on-premises systems. Currently, licensing is offered on an “à la carte” basis, contingent upon the necessity to see or alter data, as well as the requirement to access particular GIS applications. Every named user accessing an application must possess a license. This incurs substantial overhead expenses and restricts user access to programs that depend on subscription availability. The implementation of a new GIS application can substantially increase the number of users required to own an active ArcGIS subscription, even if solely for data viewing purposes.

The agreement grants access to the comprehensive library of tools and software code libraries for the rapid development of new business apps. Should a future need arise to operate local servers with portfolio licenses, the agreement permits a transition back to portfolio licensing without incurring additional expenses. In the absence of an enterprise agreement, the expenses would comprise the current portfolio licensing fee and the fees from each preceding year without an active license. The enterprise deal establishes a substantial reservoir of accessible subscriptions for new apps, while offering the whole suite of ArcGIS tools and sample code.

Fiscal Impact:

The City of New Berlin is currently governed by an ERSI ArcGIS enterprise agreement, serving as a foundational reference for analysis.

The City is afforded the chance to establish an enterprise agreement based on a progressively increasing cost structure. The expenses are being reduced over the first two years, which aligns neatly with the projected a la carte subscriptions. In the third year of the agreement, costs will be adjusted to reflect current market rates for the enterprise agreement. New Berlin generally experiences a cost increase of 2.5% to 3% upon renewing its agreement. The pricing of the new deal includes fixed costs for each year of the three-year term. This establishes foreseeable license expenses throughout time, minimizing significant costs as user requirements evolve. The establishment of an enterprise ESRI licensing agreement is very similar to the 2017 decision to move to Microsoft Data Center licensing, which allows the creation of unlimited virtual machines under a single master host license.

Budgetary Impact:

2026 IT Operational Outlay Budget:

• ESRI ArcGIS Subscriptions – Allocation Request	\$31,900
• ESRI ArcGIS Subscriptions – Approved Budget Allocation	\$30,100

Total 2026 Available Budget	\$30,100

ESRI ArcGIS Enterprise Licensing Agreement (3-year escalator)

• ESRI ArcGIS Enterprise Agreement Year 1	\$25,320
• ESRI ArcGIS Enterprise Agreement Year 2	\$33,760
• ESRI ArcGIS Enterprise Agreement Year 3	\$42,200

Total 3-Year Estimated Alla Carte Subscriptions	\$95,700
Total 3-Year Enterprise License Agreement	\$101,280

COUNCIL ACTION REQUESTED

Motion to authorize the Director of IT to sign and execute the three-year enterprise agreement with Environmental Systems Research Institute Inc. (ESRI), in the amount of \$25,320 year 1, \$33,760 year 2, and \$42,200 year 3 for GIS software licensing, storage retention, and maintenance and support as defined by the vendor master services agreement.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-567204

Date: February 11, 2026

Customer # 201371 Contract # ENTERPRISE
AGREEMENT

City of Franklin
Administration Dept
9229 W Loomis Rd
Franklin, WI 53132-9630

ATTENTION: James Matelski
PHONE: (414) 427-7645
EMAIL: jmatelski@franklinwi.gov

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/11/2026 To: 5/12/2026*

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	\$25,320 00	\$25,320 00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	\$33,760.00	\$33,760 00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	\$42,200 00	\$42,200 00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$101,280 00
Sales Tax:				\$0 00
Estimated Shipping and Handling (2 Day Delivery)				\$0.00
Contract Price Adjust.				\$0 00
Total:				\$101,280 00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program

For questions contact:
Addison Scufsa

Email:
ascufsa@esri.com

Phone:
(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

SCUFSA

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
 Cust Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions, ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	125	ArcGIS Enterprise Mobile Worker User Type	125
ArcGIS Online Creator User Type	125	ArcGIS Enterprise Creator User Type	125
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-562671

Date: February 6, 2026

Customer # 201371 Contract #

City of Franklin
Administration Dept
9229 W Loomis Rd
Franklin, WI 53132-9630

ATTENTION James Matelski
PHONE (414) 427-7645
EMAIL jmatelski@franklinwi.gov

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/6/2026 To: 5/7/2026

Material	Qty	Unit Price	Total
165533	15	\$400 00	\$6,000.00
ArcGIS Online Mobile Worker User Type Annual Subscription			
153147	80	\$125.00	\$10,000.00
ArcGIS Online Viewer User Type Annual Subscription			
165531	6	\$250 00	\$1,500.00
ArcGIS Online Contributor (formerly Editor) User Type Annual Subscription			
153148	6	\$700 00	\$4,200.00
ArcGIS Online Creator User Type Annual Subscription			
165537	1	\$4,200 00	\$4,200 00
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription			
Subtotal			\$25,900.00
Sales Tax			\$0.00
Estimated Shipping and Handling (2 Day Delivery)			\$0.00
Contract Price Adjust:			\$0 00
Total			\$25,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program

For questions contact:
Addison Scufsa

Email:
ascufsa@esri.com

Phone:
(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esnsites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

SCUFSA

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If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri)

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

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Email:

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SCUFSAA

This offer is limited to the terms and conditions incorporated and attached herein.

Master Agreement Products and Services



Revised August 1, 2025
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement (“Agreement”) is between you (“Customer”) and Environmental Systems Research Institute, Inc. (“Esri”), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer’s payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer’s own internal use in conjunction with Customer’s authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

“Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved.”

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer’s benefit and (ii) use Esri Offerings exclusively for Customer’s benefit. Customer will be solely responsible for its consultants’ and contractors’ compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer’s benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- l. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **"Server License"** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- q. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

- r. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation or Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

- a. Customer may
1. Install, access, or store Software and Data on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
 4. Move Software in the licensed configuration to a replacement computer;
 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

- a. **Named Users.**
1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
 3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.
- b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
7. Customer is responsible for ensuring that the access or use of Esri Offerings within its Value-Added Applications complies with the legal and regulatory requirements in all jurisdictions in which the Value-Added Applications are made available.

2.7 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:
 - 1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
 - 2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.
- c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.
- h. Customer may not use Data outside of the Software and Online Services to teach or train machine systems, models, software, databases, algorithms, and programs, including neural networks ("AI/ML Systems") that learn from experience, adjust to new inputs, and perform humanlike tasks, which allow those systems to sense, comprehend, act and learn.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in [Attachment A](#):

- a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in [Attachment C](#) or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 - 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 - 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject

to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders.**
 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the

government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.

- b. **“Esri Academy LMS Integration Subscription”** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer’s Learning Management System.
- c. **“Esri E-Learning Content (SCORM Format) License”** means an optional term-limited license that provides Esri customers with Esri’s e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **“Esri Mobile Lab”** means a service in which Esri will deliver and set up a training environment at the Customer’s site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **“Esri Training Event(s)”** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **“Esri Training Representative”** means Customer’s primary Esri liaison in organizing private Esri Training Events.
- g. **“Student(s)”** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **“Training Pass”** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **“Esri Mobile Router”** means a service in which Esri will deliver and setup a mobile router at the Customer’s site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **“Learning Management System”** or **“LMS”** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of reserving it to the Customer’s internal employees.

7.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri’s Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass policies and redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service.

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System.

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

Telephone: _____

Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“Term”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost. Customer must use its independent judgment to determine whether (i) Esri Offerings are suitable for its Value-Added Applications and (ii) Value Added Applications are safe for use by end users and other third parties.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities

at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer’s unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer’s own risk.

B.3.5 Exclusive Remedy. Customer’s exclusive remedy and Esri’s entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri’s election, terminate Customer’s right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri’s limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
- (b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer’s infringement, misuse, or misappropriation of Esri’s or Esri’s licensors’ intellectual property rights, either party’s indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer’s jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer’s warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Claim”** means any claim, action, or demand by a third party.
- b. **“Indemnitees”** means Customer and its directors, officers, and employees.
- c. **“Infringement Claim(s)”** means any Claim alleging that Customer’s use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **“Loss(es)”** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys’ fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer’s right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a

5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 - 1. Premises and operations;
 - 2. Blanket contractual liability;
 - 3. Broad form property damage;
 - 4. Independent contractors;
 - 5. Personal injury, with employee exclusion deleted; and
 - 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US

Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri publishes its privacy notices at [Esri's Privacy Statement](#) and [Products and Services Privacy Supplement](#) and will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or

2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Esri Offerings and Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Esri Offerings and Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be

English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("**Esri**"), and _____ ("**Customer**"),
_____ ("**Customer Address**"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, and email address]*
Esri Contract Specialist: *[insert name, telephone, and email address]*
Customer Project Manager: *[insert name, telephone, and email address]*
Customer Contract Contact: *[insert name, telephone, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	A Resolution Authorizing the Issuance of a \$1,500,000 Taxable Tax Increment Project Municipal Special, Limited Revenue Obligation Bond to Carma Laboratories, Inc. dated March 17, 2026	ITEM NUMBER Ald. District 1 H.15.

Background

A Developer's Agreement signed August 16, 2023 requires the City of Franklin to issue a \$1,500,000 Municipal Revenue Obligation (MRO) to Carma Laboratories, Inc. promptly after commencement of the construction of the office/industrial/warehouse building and related improvements on the northern portions of 9410 South 76th Street. The City shall issue MRO I to the Developer not later than fifteen (15) days following the issuance of a Certificate of Occupancy for the project. The City received the Certificate of Occupancy on December 30th from the Developer. The delay in Council approval was an oversight of understanding the process. The Council had approved the first MRO payment to the developer on February 17th, 2026 to meet the March 1st deadline in the Development Agreement.

Payments on the MRO to the Developer are to come solely from Tax Increment in Tax Increment District No. 9. Only if available increment is generated during the life of the District are payments required. Payments are only required by Tax Increment generated from this project alone.

The MRO is non-interest bearing.

A building permit was issued on January 5, 2024 and construct began shortly thereafter.

There are two additional MRO's that can be issued to the developer if an occupancy permit is issued for a principal building on either of the Ryan Lots within the first ten years of the District's life. The amount of each MRO, if issued, shall be 25 percent of any tax increment generated from the respective Ryan Lot during the remaining life of the district. To date, there have been no conversations regarding these lots or any building permits pulled.

Recommendation

Circulate the proper attached document for signatures and issue the MRO to the developer. They have met and submitted their obligation.

COUNCIL ACTION REQUESTED

Motion approving Resolution 2026-_____, a Resolution Authorizing the Issuance of \$1,500,000 Taxable Tax Increment Project Municipal Special, Limited Revenue Obligation Bond to Carma Laboratories, Inc. dated March 17, 2026.

ROLL CALL VOTE

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING THE ISSUANCE OF A \$1,500,000
TAXABLE TAX INCREMENT PROJECT MUNICIPAL SPECIAL,
LIMITED REVENUE OBLIGATION BOND TO CARMA LABORATORIES, INC. DATED
MARCH 17, 2026

WHEREAS the City of Franklin, Wisconsin (the "City") has created its Tax Incremental District No. 9 (the "TID") for the purpose of promoting mixed-use development in the City; and

WHEREAS in order to further its mixed-use development efforts in the TID, the City has entered into a Development Agreement with Carma Laboratories, Inc. (the "Developer") dated August 16, 2023 (the "Development Agreement"); and

WHEREAS pursuant to Section 66.0621 of the Wisconsin Statutes and the terms of the Development Agreement, the City is to issue to the Developer a taxable tax increment municipal special revenue obligation bond payable solely from certain tax increment revenues generated from the Developer's project identified in the Development Agreement within the TID which are appropriated by the Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Franklin, Wisconsin, as follows:

Section 1. Authorization of Revenue Bond. For the purpose of financing mixed-use development projects in the TID by reimbursing the Developer for certain costs as provided in the Development Agreement, the City shall issue its "Taxable Tax Increment Project Municipal Special, Limited Revenue Obligation Bond" (the "Bond") to the Developer pursuant to Section 66.0621 of the Wisconsin Statutes in consideration for the obligations undertaken by the Developer under the Development Agreement.

The Bond shall be in the principal amount of \$1,500,000 as is provided in the Development Agreement, Article III H. The Bond shall be dated and bear no interest, being payable on the dates, set forth in the Development Agreement. The Bond shall mature in installments on the dates and in the amounts set forth in the Development Agreement and principal thereon shall be payable solely from the sources and only to the extent provided in the Development Agreement, all of the provisions of which are hereby incorporated by reference. The Bond shall be subject to prepayment as set forth in the Development Agreement.

The schedule of payments on the Bond is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent practices.

The Bond shall be signed by the manual or facsimile signatures of the Mayor and City Clerk of the City, and sealed with the corporate seal of the City, or a facsimile thereof.

The Bond shall be payable only out of the Special Redemption Fund hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and the revenues pledged to such Fund pursuant to this Resolution.

Section 2. Form of Bond. The Bond shall be in substantially the form set forth on Exhibit E to the Development Agreement.

Section 3. Payable Solely from Revenues. The Bond shall be payable only out of the Special Redemption Fund as hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and from the revenues pledged to such fund, and shall be payable solely from the Available Tax Increment (as defined in the Development Agreement) which has been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the Common Council to the payment of the Bond (hereinafter referred to as "Revenues").

As stated above, the application of the Available Tax Increment to payment of the Bond is subject to future annual appropriation by the Common Council, and is further subject to all the conditions set forth in the Development Agreement.

Section 4. Special Redemption Fund. For the purpose of the application and proper allocation of the Revenues, and to secure the payment of the principal of the Bond, the Special Redemption Fund is hereby created and shall be used solely for the purpose of paying principal on the Bond in accordance with the provisions of the Bond and this Resolution.

Uninvested money in the Special Redemption Fund shall be kept on demand deposit with such bank or banks as may be designated from time to time by the City as public depositories under the laws of Wisconsin. Such deposits of Special Redemption Fund money shall be secured to the fullest extent required by the laws of Wisconsin and the general investment policy of the City.

Money in the Special Redemption Fund, if invested, shall be invested in direct obligations of, or obligations guaranteed as to principal and interest by, the United States of America, or in certificates of deposit secured by such obligations and issued by a state or national bank which is a member of the Federal Deposit Insurance Corporation and is authorized to transact business in the State of Wisconsin, maturing not later than the date such money must be transferred to make payments on the Bond, or deposited in the local government pooled-investment fund. All income from such investments shall be deposited in the Special Redemption Fund. Such investments shall be liquidated at any time when it shall be necessary to do so to provide money for any of the purposes for the Special Redemption Fund.

All Revenues shall be deposited in the Special Redemption Fund, and no other fund is created by this Resolution.

Section 5. Application of Revenues to Payment of the Bond. Revenues shall be applied to payment of principal on the Bond in the order of priority and manner set forth in the Development Agreement, subject to the conditions set forth in the Development Agreement and only to the extent set forth in the Development Agreement, the provisions of which are hereby incorporated by reference.

Section 6. Persons Treated as Owners; Transfer of Bond. The City Treasurer shall keep books for the registration and for the transfer of the Bond. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of principal on the Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

To the extent permitted by the Development Agreement, the Bond may be transferred or assigned by the registered owner thereof, by surrender of the Bond at the office of the City Treasurer accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer or assignment, the City Treasurer shall record the name of the transferee or assignee in the registration book and note such transfer or assignment on the Bond and re-issue the Bond (or a new Bond or Bonds of like aggregate principal amount and maturity).

Section 7. General Authorizations. The Mayor and City Clerk and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under the Development Agreement and the Bond.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Bond), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the City.

Section 8. Severability of Invalid Provisions. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

Section 9. Effective Date. This Resolution shall be effective immediately upon its passage and approval.

Adopted and approved this ____ day of _____, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

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

TAXABLE TAX INCREMENT PROJECT MUNICIPAL SPECIAL, LIMITED REVENUE
OBLIGATION BOND ("**Bond**")

Number	Date of Original Issuance	Amount
1	March 17, 2026	\$1,500,000

REGISTERED OWNER: Carma Laboratories, Inc.

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the "**City**"), promises to pay to the Registered Owner, Carma Laboratories, Inc. (the "**Developer**"), as herein provided, as owner of the Property legally described in the attached Exhibit A (the "**Property**"), but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000), to be paid in annual amounts set forth in the attached schedule, without interest, until 2041 (or such later date as may be provided for in the Development Agreement), said payment and this Bond subject to the terms and provisions of the Development Agreement (as hereinafter defined) between the City and Carma Laboratories, Inc.

This Bond shall be payable in installments of principal only, only from available tax increment that is generated by the Project, less general obligation bond payments and administrative costs due at the time, on March 1 (or on any other later date when Tax Increment is received) (the "**Payment Dates**") until the Developer receives the cumulative amount of \$1,500,000.

This Bond has been issued to finance a project within the City's Tax Incremental District No.9, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on October 17, 2023, by the Common Council of the City (the "**Resolution**"). This Bond is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District No. 9 Development Agreement dated as of August 16, 2023 between the City and the Developer ("**Development Agreement**"). This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This Bond shall be payable solely from Available Tax Increment generated by the Increment Project and appropriated by the Common Council to the payment of this Bond (the "**Revenues**"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Resolution and Development Agreement are

incorporated herein by this reference. All capitalized terms that are not otherwise defined in this Bond shall take on the meaning given to such terms in the Development Agreement.

The City shall have no obligation to pay any amount of this Bond which remains unpaid after the Final Payment Date. The owner of this Bond shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Common Council to principal payment of this Bond.

At the option of and in the sole discretion of the City, this Bond is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant, express or implied, that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the Common Council, of Tax Increments to make principal payments due on this Bond. In addition, as provided in Article III of the Development Agreement, the total principal amount to be paid shall in no event exceed One Million Five Hundred Thousand and NO/100 Dollars (\$1,500,000). When that amount of Revenue has been appropriated and irrevocably applied to payment of principal of this Bond, the Bond shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in the Development Agreement, the City shall have no obligation to make payments on this Bond in the event the Developer is in MRO Default under any of the terms and conditions of the Development Agreement.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of amounts due on this Bond. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

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

This Bond may be transferred or assigned, in whole or in part, only with the consent of the City. Interest in this Bond may not be split, divided or apportioned. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

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

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

City of Franklin

John R. Nelson, Mayor

(CITY SEAL)

Shirley J. Roberts, City Clerk

REGISTRATION PROVISIONS

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

Date of Registration	Name of Registered Owner	Signature of City Clerk

**TAX INCREMENTAL DISTRICT NO. 9
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
CARMA LABORATORIES, INC. (Developer)
225,000 SQUARE FOOT CORPORATE HEADQUARTERS BUILDING
AT NORTHEAST CORNER OF WEST RYAN ROAD AND SOUTH 76th STREET**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of August 16th, 2023, by and between **CARMA LABORATORIES, INC.**, a Wisconsin corporation, its successors and/or assigns ("Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City").

RECITALS

The City and Developer acknowledge the following:

A. Developer is a lip balm manufacturer founded and operating within the City since 1937 and now shipping products to more than 65 countries. Developer desires to develop and operate from a new corporate headquarters from a vacant land site that it owns at the northeast corner of West Ryan Road and South 76th Street in the City, which site is legally described in **Exhibit A** attached hereto (the "Property").

B. The City intends to create Tax Incremental District No. 9, City of Franklin, Wisconsin (the "District") as a mixed-use development district, which District will include the Property within its boundaries. The City is in the process of preparing a plan for redevelopment within the District (the "Project Plan") and intends to create the District on or about October 17, 2023, pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law").

C. Developer plans on constructing an approximately 225,000 square foot office/industrial/warehouse building and related improvements on the northern portions of the Property, with an estimated development cost (including all hard and soft costs) of more than \$30 million (the "Project"). Developer's primary objective under this Agreement is to consolidate and expand its business operations to the Project. To assist the City in its creation of the District, however, Developer also has agreed to divide the Property to enable, not only the Project at the north, but also to create two additional lots fronting on West Ryan Road at the south (the "Ryan Lots"), which Ryan Lots shall be available for commercial development. It is acknowledged that development of the Project and the division of the Ryan Lots as described above will be consistent with the Project Plan.

D. The City desires to encourage economic development, eliminate blight, expand its tax base, retain existing jobs and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

E. The development of the Project would not occur without the creation of the District and the financial participation of the City as set forth in this Agreement.

F. The City, pursuant to Common Council action dated August ____, 2023, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf and has further approved the issuance of the MROs described herein.

G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

ARTICLE I COOPERATION AND CONTINGENCY

The parties acknowledge that, to be able to develop, construct and operate the Project as intended, Developer must obtain all necessary governmental approvals, including but not limited to creation of the District, a certified survey map to divide the Ryan Lots, rezoning of the Property, a special use for the Project, site plan approvals for the Project and the Ryan Lots, and driveway access permits. The City staff will work with Developer in the processing of Developer's applications for governmental use and development approvals required for the Project, including but not limited to, approvals required from government bodies external to the City, such as the Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, the Wisconsin Department of Safety and Professional Services, Milwaukee County and/or the Joint Review Board. All rights and obligations of the City and Developer under this Agreement are contingent upon final approval by all governmental bodies with jurisdiction of all approvals described in this Agreement or otherwise determined to be necessary. In the event that any necessary governmental approval is not obtained, including but not limited to that the District is not created, by November 15, 2023 (or such later date mutually agreed to by the parties in writing), this Agreement shall be deemed null and void and the parties shall have no further rights or obligations hereunder.

ARTICLE II DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain approximately 225,000 square feet of developed building space and that total development costs expended on the Project (inclusive of all hard and soft costs and personal property) shall be not less than \$30 million. Subject to and conditioned upon the City's timely performance of the City's obligations set forth in Article III below, Developer shall commence construction not later than June 1, 2024 and substantially complete construction of the Project in accordance with final plans and specifications (including landscaping plans) approved by the City, including, but not limited to the terms, provisions and conditions of those plans described on the attached Exhibit B [n b : Plans annexed hereto are as City-Approved subsequent to the execution of this Agreement] for the Project, and of which this Agreement and its terms and conditions are a condition thereof (the "Plans and Specifications"), on or

before January 1, 2026 (the "Completion Date"). Copies of the Plans and Specifications will be retained at the offices of the City Economic Development Department. The Project shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of interior improvements, landscaping and similar seasonal items and other non-material corrective actions. The City Building Inspector shall not issue the certificate of occupancy if the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City. The Property shall obtain and maintain a minimum assessed value of \$14,000,000 through the life of the District.

B. The public and private improvements are included within the scope of work for the Project generally described in the attached **Exhibit C** (the "Developer's Improvements"). The public improvements are acknowledged to be public and will be dedicated by Developer to the City, subject to the purchasing of such of Developer's Improvements with the "City Funds" as described in Section IIIB. below. Developer will complete the installation of the Developer's public improvements in accordance with City specifications, including the execution of a City standard form development agreement where applicable terms thereof are not specifically set forth in this Agreement, and will, upon receipt of all of the City Funds, dedicate same to the City in accordance with City inspection and acceptance procedures. If required by applicable law, Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights of way or public property or that constitutes public improvements under applicable law. The Developer's public improvements shall at all times be subject to City inspection and approval and the City or other public entity shall not be required to accept conveyance of the Developer's public improvements unless the Developer's public improvements have been constructed in a good and workmanlike manner, in accordance with the City-approved plans for the Developer's public improvements, and otherwise are in a condition reasonably acceptable to the City. Following approval by the City of the completed Developer's public improvements and payment to Developer of the City Funds for same as aforesaid, the Developer's public improvements shall be conveyed to the City or other public entity, to the extent appropriate. The Developer shall provide to the City or other public entity from the Developer and all contractors and consultants involved in connection with the construction and installation of the Developer's public improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City. The Developer also shall provide to the City, at no additional cost to the City, easements over portions of the Property for access to public sanitary sewer, water and stormwater facilities, provided that such easements may not interfere with the development, construction or operation of the Project or the Ryan Lots by Developer, its owners, tenants and/or successors or assigns.

C. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lender and the City, which include the City Funds for same as aforesaid. Developer will provide evidence to the reasonable satisfaction of the City that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed. The City agrees that a letter from Developer's audit firm will be satisfactory evidence of Developer's ability to proceed with the Project.

ARTICLE III CITY ACTIVITIES AND OBLIGATIONS

A. City shall cooperate with Developer throughout the development and construction of the Project, the Developer's Improvements and the Ryan Lots and the term of this Agreement and shall reasonably promptly review and/or process all submissions, applications and permits in accordance with applicable City ordinances.

B. Developer has provided, and the City has reviewed a budget of an estimated not to exceed \$1,809,000 which sets forth all of the costs for the Developer's Improvements. Developer shall provide the City with a more detailed budget setting forth all of the costs for the Developer's Improvements not later than the earlier of: (i) the date that Developer executes a construction contract for the Project with a general contractor; or (ii) the date the City issues a building permit for the Project. The City shall review and reasonably approve a budget for the Developer's Improvements (as approved, the "Approved Budget"). The approved budget shall not exceed \$1,809,000. Developer shall make all of its records substantiating the costs of the Developer's Improvements available to the City Engineer or designee, including the monthly construction draws and backup information provided by Developer to its construction lender. Such information shall be held and treated as confidential trade secrets and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. In the event that the City receives any request to disclose any information that Developer labelled as confidential, the City shall provide Developer written notice and a copy of such request prior to disclosing the information. In consideration for the Developer's Improvements and as an offset thereto, the City agrees to pay directly to contractors actual costs incurred for Developer's Improvements in an amount not to exceed \$1,809,000 (the "City Funds").

1. The City shall disburse the City Funds in construction draws, not more frequently than once each month, as Developer's Improvements are completed.

2. The City shall disburse City Funds within 20 days following receipt from Developer of a general contractor draw request detailing the work performed and including partial lien waivers from all subcontractors and material suppliers providing work and/or materials therefor, and the City's inspection and approval of the work performed.

3. The City shall not be obligated to fund the final draw request including the balance of the City Funds unless the City has inspected and approved the Developer's Improvements.

C. In consideration of the performance by Developer of its obligations under this Agreement and recognizing that the Project would not occur without funding through the District, the City agrees to be responsible for the timely undertaking of the public infrastructure work generally described below and in the attached **Exhibit D** (collectively, the "City Work") and to pay for the entire expense of such City Work without any cost, special assessment, special charge or other expense to the Property, to Developer or to Developer's successors and assigns, except as expressly set forth in this Agreement and provided that expenses for such City Work are intended to be eligible project costs under the Tax Increment Law and to be

funded as such by tax increment in the District. Pursuant to the terms of this Agreement, the City Work costs shall be specially assessed against the Ryan Lots as set forth in Subsection IIIF. of this Agreement

D. The City acknowledges that timely completion of the City Work consistent with this Article III and in a good and workmanlike manner is essential for the construction, completion, occupancy and operation of the Project. The City shall keep Developer reasonably informed during all phases of the design, bidding and construction of the City Work. The City shall undertake reasonable efforts to accommodate Developer's development, construction and operation activities on the Property and for the Project while any City Work remains incomplete, including but not limited to issuing building and occupancy permits for the Project, as available pursuant to applicable City ordinances, rules and regulations and other government laws, rules and regulations. If Developer provides written notice to the City Engineer that (i) any aspect of the Project is being delayed or obstructed due to the pendency of the City Work due to some delay thereof or (ii) any portion of the City Work is not progressing as contemplated in this Agreement, Developer, the City Engineer and the City's contractor(s) shall meet within ten business days of such notice, and the City shall implement (or cause its contractors and/or any other governmental bodies, as appropriate to implement) any reasonable action available to move performance of the City Work forward to completion. The City also shall diligently pursue and enforce all obligations and deadlines set forth in any contracts or agreements relating to the City Work.

E. Not more than 90 days following Developer's commencement of the Project (where commencement means the main building permit issued, contractor for same having been retained by Developer and construction thereof having physically started on the Property), the City shall issue a general obligation bond in the approximate principal amount of \$2,050,000 and with annual installment payments not expected to exceed \$155,000 coming due each year, commencing 2026 and ending 2044 (the "City Bond"), to fund the City Funds.

F. Notwithstanding the foregoing, the City may specially assess against the Ryan Lots, the City's actual costs (\$470,000, as currently estimated and designed) to extend sanitary sewer service to the west along West Ryan Road, as deferred special assessments, subject to the following conditions:

1. The amount of the deferred special assessment against each of the Ryan Lots shall be that portion of the (currently estimated and designed \$470,000) multiplied by a fraction, the numerator of which is the linear frontage of the respective Ryan Lot along West Ryan Road, and the denominator of which is the total linear frontage of the Ryan Lots along West Ryan Road.

2. Such deferred special assessment shall become due and payable only if/when: [a] a building permit is pulled to construct a principal building on the Ryan Lot during the first ten years of the District's life and [b] prior to the building permit being pulled, incremental revenue from the District (not otherwise allocated under this Agreement) has not been generated and received by the City to fund the total amount of the currently estimated and designed \$470,000 sanitary sewer service extension costs. The City agrees, subject to the availability of increment revenue received, after City payments due at the time for the City

Bond, administrative costs, and 50% of the annual principal and interest payments due on a City funding for other District public works projects, that all remaining increment generated in the District (and not otherwise allocated under this Agreement) shall be applied against the \$470,000 sanitary sewer service extension costs.

3. Notwithstanding that the deferred special assessments described in this subsection will have expired if a building permit is not pulled for the Ryan Lots within the first ten years of the District's life, if Developer sells either of the Ryan Lots to an unrelated third party during the last ten years of the District's life, any amount of the deferred special assessments not previously funded with District increment received shall re-attach to the Ryan Lot upon its sale, and Developer shall deliver to the City an executed recordable-form waiver and acknowledgement of the re-attachment of such special assessment as a pre-condition to such sale. If the Ryan Lots have not been sold to an unrelated third party after the 20 year life of the District, any deferred special assessments not funded under 2 above shall re-attach to the Ryan Lots, as applicable thereto, respectively.

4. Developer also acknowledges and agrees that, upon the termination of this Agreement and of the District, the Ryan Lots must be developed and improved consistent with then-applicable City ordinances, resolutions and regulations.

G. As noted in this Article III, the City is relying upon the tax increment to be generated from the Project to repay annual installments due on the City Bond. To ensure that sufficient tax increment is available from the Project to make the annual installment payment due on the City Bond (which payments are not expected to exceed \$155,000 coming due each year commencing 2026 and ending 2044):

1. The City shall not be obligated to issue the City Bond and/or commence any City Work until the Developer has commenced construction of the Project.

2. If the City has timely performed all of its obligations under this Agreement but, during the period commencing on January 1, 2026 and extending through the unexpired life of the District, the Property is not generating tax increment consistent with a \$14,000,000 guaranteed minimum annual assessed value, Developer shall become liable to pay to the City annual differential payments equal to [a] the amount of property taxes that would have been assessed against the Property (not including the Ryan Lots) if the Property were assessed, as of January 1 of the year in question, at \$14,000,000, less [b] the amount of annual property taxes actually paid for that year with respect to the Property. Any amount due under this subsection shall be levied and/or collectible as a special assessment against the Property, and/or also otherwise levied and/or collectible by the remedies set forth in Article IV below. The City shall reimburse Developer for any differential payments actually made by Developer (plus interest at the City's cost of funds) from available tax increment generated from the Property in future years during the unextended life of the District, provided however that tax increment shall only be deemed to be "available" to the extent that it exceeds the amount of all other project costs incurred for the District and otherwise unencumbered or otherwise unspent.

H. In consideration of the performance by Developer of its obligations under this Agreement, the City agrees to issue to the Developer a municipal revenue bond in an amount of

\$1,500,000 ("MRO I"). The City shall issue MRO I to the Developer not later than fifteen (15) days following the issuance of a certificate of occupancy for the Project. MRO I shall be issued in substantially the form attached hereto as **Exhibit E**. MRO I shall have a term that extends from its issuance through the life of the District. Installments payments on the MRO will be due and payable on March 1 of each year commencing on the March 1 (or any later date on which the City receives Tax Increment) following the issuance of the MRO I (the "MRO Payment Date"). The amount of the annual payment due on each MRO Payment Date shall be available Tax Increment from the Project. "Tax Increment" shall mean all tax increments (as defined by the Tax Increment Law) collected and retained by the City solely from the Property in a calendar year, less the annual installment payment (if any) due on the City Bond, and City administrative costs. MRO I shall be subject to prepayment in whole or in part at any time at the sole option of the City, without penalty.

I. In addition to MRO I to be issued to Developer under Section H. above, the City agrees to issue to the Developer two additional municipal revenue obligations ("MRO II" and "MRO III", both, together with MRO I may be referred to as the "MROs") if an occupancy permit is issued for a principal building on either of the Ryan Lots within the first ten years of the District's life. The amount of MRO II and MRO III, if issued, shall be 25 percent of any Tax Increment generated from the respective Ryan Lot during the remaining life of the District.

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

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER ANY MROS. THE CITY'S OBLIGATION TO MAKE PAYMENTS ON THE MROS IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE COMMON COUNCIL.

In each year the staff of the City shall include the appropriation of Tax Increment in the City budget as submitted to the Common Council for consideration for the next succeeding fiscal year. If the Common Council determines not to appropriate any portion of such Tax Increment, written notice thereof shall be provided to the Developer within 14 days. The City agrees that, subject to annual appropriation of said funds, all funds in the special fund of the District which constitute Tax Increment from the Property, available and remaining after subtracting the City payments due at the time for the City Bond and administrative costs, will be used to make the payments due under the MROs.

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

The City shall have no obligation to make payments on any MROs while the Developer is in default of any of its obligations under this Agreement or if no Tax Increment is available.

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

1. The City shall not be entitled to subsequently collect and retain any portion of the Tax Increment;

2. If any other tax increment revenue bonds issued by the City to other parties are then outstanding within the District (the "Other Bonds"), the City shall not appropriate any allocable tax increments and make payments on any of the Other Bonds in a greater proportion than the City has done for the Bond (for example, assume that in a given year, the City appropriates only 25% of the available Tax Increment for payment on the Bond; then as to such year, the City shall not appropriate more than 25% of the amount of any tax increments that, under the terms of any of the Other Bonds, are to be made available for such Other Bonds); and

3. Until such time as the City subsequently makes an annual appropriation of all Tax Increment available on a MRO Payment Date toward payments due on the MROs, the City shall not issue any new tax increment revenue bonds similar to the MROs to other parties or as related to other properties within the District.

ARTICLE IV PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

Throughout the life of the District, Developer will pay (or cause to be paid) all ad valorem property taxes lawfully assessed against any portion of the Property owned by the Developer before or when due under the law and Developer guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property, provided that Developer gives the City written notice in advance of initiating any such contest.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the life of the District and for a period of twenty (20) years thereafter (the "PILOT Term"), then the Developer or any successor Developer of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. Developer's obligations under this Article IV upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the Developer or any successor Developer fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. Notwithstanding and in addition to the levying of such special assessment or special charge, the payment obligation under this Article shall be the obligation of any entity that is the Developer and/or owner, successors and assigns of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon Developers and/or owners, successors and assigns of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor Developers and/or owners of the Property.

Notwithstanding anything herein to the contrary, Developer reserves all rights to contest the amount of any assessment of the Property, provided that, before submitting any contest to the City, Developer shall provide the City at least ten days advance notice.

ARTICLE V

NO PARTNERSHIP OR VENTURE

Developer, its successors and/or assigns and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

**ARTICLE VI
CONFLICT OF INTEREST**

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

**ARTICLE VII
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Kelly S. Hersh, Director of Administration
 E-mail: KHersh@franklinwi.gov

With a Copy to: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Karen L. Kastenson, City Clerk
 E-mail: KKastenson@franklinwi.gov

If to the Developer: Carma Laboratories, Inc.
 5801 West Airways Avenue
 Franklin, WI 53132
 Attention: Alex Scheler, Senior Director of IT
 E-mail: ascheler@carmalabs.com

With a Copy to: Reinhart Boerner Van Deuren s.c.
 1000 North Water Street, Suite 1700
 Milwaukee, WI 53202
 Attention: Deborah C. Tomczyk, Esq.
 E-mail: dtomczyk@reinhartlaw.com

**ARTICLE VIII
DEFAULT**

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder ("Default"):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or

4. Developer:

(a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(e) adopts a plan of complete liquidation of its/his assets; or

(f) shall cease to exist.

B. The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the

default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The City's rights shall include, but not be limited to temporary suspension of any payment of the City payments under this Agreement during the continuance of any Default by Developer, or City performance of any Developer obligation to construct the Developer's Improvements under this Agreement. Upon the cure of any such Default on the part of Developer, then, if and to the extent the City suspended any payments of City payments, the City shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the City payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of City payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE IX MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City:

1. Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

2. During the construction of the Project, builder's risk insurance in form and amounts reasonably satisfactory to the City; and

3. During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

4. Such other insurance as may be reasonably requested by the City.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

C. Subject to one or more Force Majeure Events as set forth in paragraph F. of this Article, if the Developer does not substantially complete construction of the Project by the Completion Date, then the City may, in its sole discretion, terminate this Agreement upon written notice to the Developer, provided, however, that if Developer substantially completes construction of the Project within one hundred and twenty (120) days following receipt of such written election to terminate (a "Developer Savings Action"), this Agreement shall not terminate but shall continue in full force and effect. Upon an election to terminate that is not followed by any Developer Savings Action, the City shall thereafter have no further obligations under this Agreement and in addition thereto, the City may, in its sole discretion, terminate the District.

D. The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of the its rights against the other under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.

E. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without

limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the City, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by 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:

1. The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

2. The negligent or willfully wrongful construction of Developer's Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

3. The negligent or willfully wrongful operation of Developer's Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property during the construction of the Developer's Improvements and any activities in relation thereto.

4. The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

5. The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

F. Time is of the essence of each and every obligation or covenant contained in this Agreement; provided, however, that if the Developer is delayed or prevented from timely performance of any obligation under this Agreement by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, pandemic or other causes beyond the control of the Developer ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

G Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

H. All financial reports and information required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City. The Developer warrants and represents the accuracy of all such financial reports and information. At the request of the Developer, all financial reports and information provided to the City or its financial consultant in connection with this Agreement shall be held and treated as confidential and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. If a third party requests any information provided by Developer and the City determines that it needs to make such information available as an Open Record, the City shall provide Developer at least 30 days' notice in advance of making the record available. To the extent that the Property is rented and assessed based on the income-approach, during the life of the District, the Developer shall provide annual income and expense information for the Project as requested by the City Assessor as is customary for the purposes of income-approach property valuation, which information shall be maintained in confidence pursuant to laws and other rules, and provided

that the City acknowledges that information relating to Developer's operating business is not customary for property tax assessment.

I. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the City's consent, which may be granted or withheld in the City's sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the City. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement and/or the MROs to the Developer's lender for the Project without the consent of the City. In addition, following substantial completion of the Project, Developer may convey the Property, including but not limited to the Ryan Lots, and/or the MROs to any party without the consent of the City. In the event that any such lender forecloses on its collateral and succeeds to Developership of the Property, the City shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

J. Subject to and conditioned upon the City's timely performance of the City Obligations set forth in Article III above, Developer shall timely construct and complete the Project as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer shall be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the later of: (i) the date of the expiration and closure of the District; or (ii) the date which is twenty (20) years after the date this Agreement is executed.

K. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

L. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

M. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all

or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached **Exhibit F**.

N. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

[Signature page(s) follow.]

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

DEVELOPER:

CARMA LABORATORIES, INC.

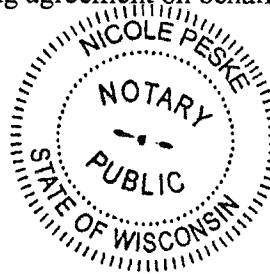
By: Richard Simonson
(Name and Title)

Date: August 16, 2023 Richard Simonson
Chief Operating Officer

STATE OF WISCONSIN)
)ss.
Milwaukee COUNTY)

Personally appeared before me this 16 day of August, 2023, the above-named Richard Simonson, the Chief Operating Officer of Carma Laboratories, Inc., to me known to be the persons who executed the foregoing agreement on behalf of the Developer and by its authority.

Nicole Peske
Notary Public State of Wisconsin
My commission expires: February 1, 2026



City of Franklin, Wisconsin

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

Date: 8-16-23

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

Date: 8/16/23

Attest: Karen L. Kastenson
Karen L. Kastenson, City Clerk

Date: 8/16/23



[illegible]

Personally appeared before me this 16th day of August, 2023, the above-named John R. Nelson, Danielle L. Brown and Karen L. Kastenson, Mayor, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

authority.
Shirley J. Roberts
 Notary Public State of Wisconsin
 My commission expires: 3-27-24
Shirley J. Roberts



Approved as to form:


Jesse A. Wesolowski, City Attorney
Date: 8/20/23

This instrument was drafted by:

Deborah C. Tomczyk, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Jesse A. Wesolowski
City Attorney, City of Franklin
11402 West Church Street
Franklin, Wisconsin 53132

EXHIBIT A

Property Legal Description

South 180 feet of West 260 feet of SW Section 22, Township 5, Range 21, except South 60 feet and W 60 feet.

Address: 7520 West Ryan Road, City of Franklin, Milwaukee County, Wisconsin

West half of SW Section 22, Township 5, Range 21, except South 600 feet

Address: 9410 South 76th Street, City of Franklin, Milwaukee County, Wisconsin

EXHIBIT B

City-Approved Plans for the Project

[*n.b.*: Plans annexed hereto are as City-Approved subsequent to the execution of this Agreement]

EXHIBIT C

Developer's Improvements

[*n.b.*: Improvements listed below each denoted as to whether are public or private Improvements]

**1000 LF of 6" (or larger) sanitary lateral to connect the building to the sewer main
[private]**

Vertical drop at RCI connection on the south side of West Ryan Road [public]

Tunnel 180' across West Ryan Road [public]

20,000 SF seed/blank (includes portion(s) [public] and portion(s) [private])

Clearing/erosion control (includes portion(s) [public] and portion(s) [private])

Water Main service to connect the building to the water main [private]

Sidewalks along South 76th Street in the Milwaukee County right-of-way [public]

28-32% for soft costs and contingency (includes portion(s) [public] and portion(s) [private])

All of the above equal \$697,400.

Off-site roadwork along South 76th Street entrances estimated at \$880,000 [public]

plus 32% for soft costs and contingency

equals \$1,111,600 for this off-site roadwork

only, not including for the other above-stated

Developer's Improvements.

Total cost of Developer's Improvements to be funded with City Funds equals \$1,809,000.

EXHIBIT D

City Work

**Sanitary Sewer Main Extension abutting
the Ryan Lots along West Ryan Road
estimated cost of \$470,000**

EXHIBIT E

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

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

Number	Date of Original Issuance	Amount
1	_____, 20____	\$1,500,000

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the “City”), promises to pay to Carma Laboratories, Inc. (the “Developer”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of One Million Five Hundred Thousand and no/100s Dollars (\$1,500,000), subject to the terms and provisions of the Development Agreement between the City and Developer, dated as of August ____, 2023.

This Bond shall be payable from all Available Tax Increment that is generated by the Project, less general obligation bond payments and administrative costs due at the time, on March 1 (or on any later date when Tax Increment is received) (the “Payment Dates”) until Developer receives the cumulative amount of \$1,500,000.

This Bond has been issued to finance a project within the City’s Tax Incremental District No. 9, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Chapters 66 and 67, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on _____, 2023, by the Common Council of the City (the “Resolution”). This Bond is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of August ____, 2023 between the City and the Developer (“Development Agreement”). This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This Bond shall be payable solely from Available Tax Increments generated by the Property, less general obligation bond payments and administrative costs due at the time, and appropriated by the Common Council to the payment of this Bond (the “Revenues”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Resolution and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this Bond shall take on the meaning given to such terms in the Development Agreement.

The City shall have no obligation to pay any amount of this Bond which remains unpaid after the Final Payment Date. The owner of this Bond shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Common Council to principal payment of this Bond.

At the option of and in the sole discretion of the City, this Bond is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the Common Council, of Tax Increments to make principal payments due on this Bond. In addition, as provided in Article III of the Development Agreement, the total amount to be paid shall in no event exceed the amount set forth above. When that amount of Revenue has been appropriated and applied to payment of this Bond, the Bond shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in the Development Agreement, the City shall have no obligation to make payments on this Bond in the event the Developer is in default under any of the terms and conditions of the Development Agreement.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of amounts due on this Bond. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

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

This Bond may be transferred or assigned, in whole or in part, only with the consent of the City. Interests in this Bond may not be split, divided or apportioned. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

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

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

City of Franklin

(CITY SEAL)

John R. Nelson, Mayor

Karen L. Kastenson, City Clerk

REGISTRATION PROVISIONS

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

Date of Registration

Name of Registered Owner

Signature of City Clerk

EXHIBIT F

Memorandum of Development Agreement

Document Number	MEMORANDUM OF DEVELOPMENT AGREEMENT Document Title
THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of _____, 2023, by and between CARMA LABORATORIES, INC., a Wisconsin corporation, and/or assigns ("Developer"), and the CITY OF FRANKLIN, a municipal corporation of Milwaukee County, Wisconsin ("City").	
WITNESSETH: WHEREAS, Developer and the City entered into that certain Development Agreement dated as of August ____, 2023 ("Development Agreement"). The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and	
WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.	
NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows:	
Recording Area Name and Return Address City of Franklin Office of the City Clerk 9229 West Loomis Road Franklin, WI 53132 Attn: City Clerk PIN	

1. **PROPERTY.** The "**Property**" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER:

CITY:

CARMA LABORATORIES, INC.

CITY OF FRANKLIN

By: Richard Simonson
Name: Richard Simonson
Title: Chief Operating Officer

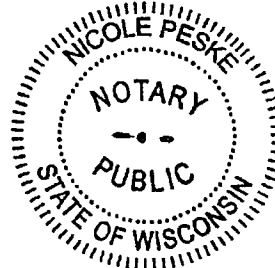
By: _____
John R. Nelson, Mayor

By: _____
Karen L. Kastenson, City Clerk

STATE OF WISCONSIN)
)ss.
Milwaukee COUNTY)

Personally appeared before me this 16 day of August, 2023, the above-named Richard Simonson, the Chief Operating Officer of Carma Laboratories, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Nicole Peske
Notary Public State of Wisconsin
My commission expires: February 1, 2026



STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named John R. Nelson and Karen L. Kastenson, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by:
Deborah C. Tomczyk, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

South 180 feet of West 260 feet of SW Section 22, Township 5, Range 21, except South 60 feet and W 60 feet.

Address: 7520 West Ryan Road, City of Franklin, Milwaukee County, Wisconsin

West half of SW Section 22, Township 5, Range 21, except South 600 feet

Address: 9410 South 76th Street, City of Franklin, Milwaukee County, Wisconsin



Inspection Services
9229 W. Loomis Road, Franklin, WI 53132
414-425-0084 Fax 414-425-7513
email: generalinspections@franklinwi.gov
www.franklinwi.gov

CERTIFICATE OF OCCUPANCY

PROPERTY OWNERSHIP:

Carma Laboratories Inc
9750 S FRANKLIN DR
Franklin WI 53132
Email: rmalin@carmalabs.com

OCCUPANT:

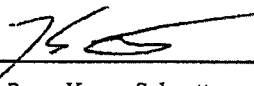
Carma Laboratories, Inc.
9410 S 76 ST
FRANKLIN WI 53132
Email: rmalin@carmalabs.com

As provided for in the City Ordinance, no vacant land shall be used or occupied and no building hereafter erected or structurally altered, shall be used or occupied until an occupancy permit shall have been issued by the City Building Inspector. A like permit shall be obtained before any non-conforming use is resumed, changed, or extended.

Address	9410 S 76TH ST
Subdivision	
Tax Key	884 9001 000
Construction Type	III-B
Use Classification	B, F-1, H, S-1
Permit Number	PB23-1123
Date	12/18/2025
Sprinklers	Yes
Work Description	New Carma Labs Building - Including Occupancy 222,573 sq. ft.

Conditions of Occupancy:

Obtain Plumbing Permit and all necessary approvals for installation of remaining fixtures not installed under main permit, (closed per Ideal Mechanical). This is merely an advisory.


Approved & Issued By: Korey Schuett

Form of Certification of Completion
FORM OF CERTIFICATE OF COMPLETION

December 30th, 2025

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

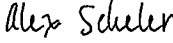
Re: Certificate of Completion

Ladies & Gentleman,

This Certificate is being delivered pursuant to the Development Agreement dated as of August 16th, 2023 between the undersigned and the City of Franklin, Wisconsin.

The undersigned hereby certifies the Project has been completed in accordance with the requirements of the terms and conditions of the Development Agreement and that an occupancy certificate for the Project has been issued, a copy of which is attached hereto.

CARMA LABORATORIES, INC.

DocuSigned by:

15B64358695441E

By: Alex Scheler

Title: Senior Director of IT

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE TID 9 CAPITAL PROJECTS FUND TO PROVIDE \$195,580 OF DEVELOPER INCENTIVE APPROPRIATIONS FOR THE PAYMENT OF THE MUNICIPAL REVENUE OBLIGATION BOND ("MRO") WITHIN THE CARMA LABORATORIES, INC. DEVELOPMENT AGREEMENT	ITEM NUMBER Ald. District 1 J. 16.

Background

The 2026 annual budget was adopted on November 11, 2025. The 2026 Annual Budget did not include the MRO payment to the developer because the City had not yet received the required documentation prior to the adoption of the budget. The Certificate of Occupancy and a developer-signed Certificate of Completion were received on December 30, 2025, which subsequently triggered the City's obligation under the Development Agreement to issue the MRO payment. The agreement requires that the payment be made prior to March 1. Because the payment obligation was confirmed after the budget had already been adopted, a budget amendment is necessary to align the 2026 budget with the funds that have since been paid to the developer in accordance with the Development Agreement.

Elsewhere on the agenda is the formal MRO issuance to the developer in the amount of \$1,500,000.

Fiscal Note

Approval of this item will amend the 2026 budget to recognize and appropriate funds for the MRO payment made to the developer in accordance with the Development Agreement. The amendment aligns the budget with the payment that was required to be issued prior to March 1 following receipt of the Certificate of Occupancy and the developer-signed Certificate of Completion on December 30, 2025. The amendment does not create a new financial obligation but reflects the previously executed contractual requirement and payment.

The GL Numbers associated with this amendment are:

TID 9 Capital Projects Fund			
60-0641-5701	Developer Incentive	Increase	\$195,580

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2026-_____, an Ordinance to amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the TID 9 Capital Projects Fund to Provide \$195,580 of Developer Incentive Appropriations for the Payment of the Municipal Revenue Bond ("MRO") within the Carma Laboratories, Inc. Development Agreement.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE TID 9 CAPITAL PROJECTS FUND TO PROVIDE \$195,580 APPROPRIATIONS FOR THE PAYMENT OF THE MUNICIPAL REVENUE OBLIGATION BOND ("MRO") WITHIN THE CARMA LABORATORIES, INC. DEVELOPMENT AGREEMENT

WHEREAS, the Common Council of the City of Franklin adopted the 2026 Annual Budgets for the City of Franklin on November 11, 2025; and

WHEREAS, the Development Agreement between the City of Franklin and Carma Laboratories, Inc. requires the City to issue a Municipal Revenue Obligation ("MRO") payment upon receipt of certain required documentation and prior to March 1 of the applicable year ; and

WHEREAS, at the time the 2026 Annual Budget was adopted, the City had not yet received the required documentation, including a Certificate of Occupancy and a developer-signed Certificate of Completion; and

WHEREAS, the City received the Certificate of Occupancy and the developer-signed Certificate of Completion on December 30, 2025, thereby satisfying the conditions required under the Development Agreement to issue the MRO payment; and

WHEREAS, because the required documentation was received after the adoption of the 2026 Annual Budget, the MRO payment was not included in the adopted budget, and a budget amendment is necessary to properly reflect and appropriate the funds associated with the payment.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2026 Budget for the TID 9 Capital Projects Fund be amended as follows:

TID 9 Capital Projects Fund

Development Incentive	Increase	\$195,580

Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's website.

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

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

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 _____

1/1/2026

TID #9 - Funds Available for MRO

MRO is first due within 15 days of COO

TID #9 created in 2024

	<u>Revenue</u>	<u>Expenditure</u>	<u>Net</u>
2025 Tax Increment solely from the 2026 Property (884-9001-000)	\$342,493.00		
TID Admin Costs		\$57,099.00	
Debt Payments/Costs Made By City in 2025		\$89,813.00	
Total MRO Payment			\$195,580.00

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE POLICE GRANTS FUND TO PROVIDE \$240,330 OF GRANT RESOURCES AND APPROPRIATIONS FOR THE COMMUNITY POLICING DEVELOPMENT: SUPPORTING AGENCIES SEEKING ACCREDITATION GRANT	ITEM NUMBER A.17.

Background

On October 21, 2025, the Common Council approved the Police Department's participation in the Community Policing Development: Supporting Agencies Seeking Accreditation Grant through the Wisconsin Law Enforcement Accreditation Group (WILEAG). The purpose of this grant is to support the department's pursuit of professional accreditation and to strengthen departmental policies, training, and operational standards.

Accreditation through WILEAG is intended to enhance officer safety, reduce liability risks for the City, and provide a framework for continuous operational improvement and best practices in law enforcement services.

The grant provides funding over a two-year period to support costs associated with achieving and maintaining accreditation. Because the grant was awarded and approved after the 2026 Budget was prepared, the associated funding and expenditures were not included in the adopted budget and must now be formally incorporated through a budget amendment.

Fiscal Note

The WILEAG grant provides funding totaling \$240,330 over two years to support the accreditation process. The funding will cover the following costs:

Civilian/Non-Sworn Accreditation Coordinator: \$166,306

Procurement Contract with Lexipol (policy development and management platform): \$71,424

Associated Training Costs: \$2,600

The GL Numbers associated with this amendment are:

Police Grants Fund

21-0000-4143.7065	Grant Revenue	Increase	\$240,330
21-0211-5XXX.7065	Personnel Services	Increase	\$166,306
21-0211-5819.7065	Capital Equipment	Increase	\$74,024

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2026-_____, an Ordinance to amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the Police Grants Fund to Provide \$240,330 of Grant Resources and Appropriations for the Community Policing Development: Supporting Agencies Seeking Accreditation Grant.

Roll Call Vote Required

Finance Dept – DB/Police Dept

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE POLICE GRANTS FUND TO PROVIDE \$240,330 OF GRANT RESOURCES AND APPROPRIATIONS FOR THE COMMUNITY POLICING DEVELOPMENT: SUPPORTING AGENCIES SEEKING ACCREDITATION GRANT

WHEREAS, the Common Council of the City of Franklin adopted the 2026 Annual Budgets for the City of Franklin on November 11, 2025; and

WHEREAS, on October 21, 2025, the Common Council approved participation in and acceptance of the Community Policing Development: Supporting Agencies Seeking Accreditation Grant through the Wisconsin Law Enforcement Accreditation Group (WILEAG); and

WHEREAS, the purpose of the grant is to support the Police Department's pursuit of professional accreditation in order to enhance officer safety, reduce liability risks, and provide a foundation for operational excellence and best practices in law enforcement operations; and

WHEREAS, the grant provides funding over a two-year period to support costs associated with achieving and maintaining accreditation through WILEAG; and

WHEREAS, due to the timing of the grant approval, the associated grant revenues and expenditures were not included in the adopted 2026 Budget; and

WHEREAS, a budget amendment is required to recognize the grant funding and appropriate the associated expenditures within the 2026 Budget in accordance with Wisconsin State Statutes.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2026 Budget for the Police Grants Fund be amended as follows:

Police Grants Fund

Revenues	Grant Revenue	Increase	\$240,330
Personnel	Personnel Services	Increase	\$166,306
Capital	Equipment	Increase	\$74,024

Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's website.

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

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

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 _____



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

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

City, State and Zip: FRANKLIN, WI 53132

Recipient UEI: ZEP3VA3ZMRY5

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

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

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

Awarding Agency: Office of Community Oriented Policing Services

Award Type: Initial
Funding Instrument Type: Grant

Opportunity Category: D

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

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

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

Project Description:

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

Award Letter

October 10, 2025

Dear Craig Liermann,

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

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

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

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

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

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

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

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

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

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

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

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

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

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

Award Information

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

Recipient Information

Recipient Name

CITY OF FRANKLIN

UEI

ZEP3VA3ZMRY5

ORI Number

Street 1

9455 WEST LOOMIS ROAD

Street 2

City

FRANKLIN

State/U.S. Territory

Wisconsin

Zip/Postal Code

53132

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/10/25

Award Type

Initial

Award Number

15JCOPS-25-GG-00700-PPSE

Supplement Number

00

Federal Award Amount

\$240,330.00

Funding Instrument Type

Grant

Assistance Listing Number

16.710

Assistance Listings Program Title

Public Safety Partnership and Community Policing Grants

Statutory Authority

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

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

Project Information

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

Solicitation Title

2025 FY25 Community Policing Development:
Supporting Agencies Seeking Accreditation

Awarding Agency

COPS

Application Number

GRANT14443703

Grant Manager Name

Alysia Jones

Phone Number

202-297-3153

E-mail Address

alysia.jones@usdoj.gov

Project Title

FY25 CPD LEA Accrd - CITY OF FRANKLIN, WI

Performance Period Start**Date**

10/01/2025

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2025

Budget Period End Date

09/30/2027

Project Description

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

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

Financial Information

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

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

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

Budget Clearance Date: 9/23/25 1:12 PM

Comments

No items

Budget Summary

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

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

Other Award Documents

No other award documents have been added.

Award Conditions

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

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

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

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

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

Condition 3

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

Condition 4

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

Condition 5

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

Condition 6

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

Condition 7

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

Condition 8

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

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

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

Condition 9

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

Condition 10

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

Condition 11

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

I. Trafficking in Persons

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

(i) Severe forms of trafficking in persons;

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

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

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

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

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside

the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (D) Charging recruited employees a placement or recruitment fee; or
 - (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- (2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.
- (b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.
- (c) Provisions applicable to any recipient.
- (1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
- (2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
- (i) Implements the requirements of 22 U.S.C. 78, and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
- (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
- (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- (d) Definitions. For purposes of this award term:
- Employee means either:
- (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
- The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When the recipient agrees to the termination and termination conditions.
 - (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13

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

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

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

(b) Proceedings About Which You Must Report.

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

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

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

(iii) Is one of the following—

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

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

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

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

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

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

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

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

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

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

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

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of

currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14

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

I. Reporting Subawards and Executive Compensation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

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

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

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

(i) Subawards, and

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

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

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

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

(ix) Any State or locality;

(2) Does not include:

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

(ii) A Federal employee.

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

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

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

Condition 15

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

Condition 16

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

Condition 17

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

Condition 18

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

Condition 19

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

Condition 20

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and

subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21

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

Condition 22

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

Condition 23

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

Condition 24

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

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

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

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

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

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

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

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

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

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

in 2 CFR 200.1:

(1) Non-Federal entity;

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

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25

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

Condition 26

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

Condition 27

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

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 28

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

Condition 29

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

Condition 30

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

Condition 31

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

Condition 32

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

Condition 33

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

Condition 34

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

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 35

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

Condition 36

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

Condition 37

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

Condition 38

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

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

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

Condition 39

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

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

Condition 40

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

Condition 41

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

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

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

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

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

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

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

C. Accept this award on behalf of the applicant.

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

Agency Approval

Title of Approving Official
COPS Acting Director

Name of Approving Official
Cory D. Randolph

Signed Date And Time
9/29/25 4:05 PM

Authorized Representative

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

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Name of Authorized Entity Official
Craig Liermann

Signed Date And Time
10/22/2025 10:20 AM

☒ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Mayor

Name of Authorized Entity Official
John Nelson

Signed Date And Time
11/7/2025 3:44 PM

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
Reports & Recommendations	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, AND CAPITAL IMPROVEMENT FUND TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM THE 2025 ANNUAL BUDGET FOR SPECIFICALLY IDENTIFIED PROJECTS AND USES IN THE AMOUNT OF \$314,388.00	ITEM NUMBER B.18.

Background

On November 11, 2025, the 2026 Annual Budget was approved. Through 2025-year end analysis, Department Heads have requested carryforward appropriations for unused 2025 Annual Budgeted funds into the 2026 Annual Budget. Within this carry forward request, the following specifically identified projects are included:

DPW Replacement Auto Equipment	\$5,603.00	42-0331-5811	Equipment Replacement Fund - DPW
Police Vehicle Fleet	\$8,845.00	41-0211-5810	Capital Outlay Fund - Police
City-Wide Street Lighting	\$75,904.00	46-0331-5834.9694	Capital Improvement Fund - DPW
DPW UTV Auto Equipment	\$65,000.00	41-0331-5811	Capital Outlay Fund - DPW
ADA Curb Ramps – Various Locations	\$20,000.00	46-0331-5823.9800	Capital Improvement Fund - DPW
Comprehensive Master Plan & CORP	\$100,000.00	41-0621-5843	Capital Outlay Fund - Planning
Fire Dept. Auto Equipment	\$16,911.00	42-0221-5811	Equipment Replacement Fund – Fire
Clerk’s Dept. Non-Personnel Services	\$4,500	01-0141-XXXX	General Fund – Clerk’s Dept.
Finance Dept. Office Supplies	\$2,975	01-0151-5312	General Fund – Finance Dept.
Finance Dept. Conferences & Schools	\$2,300	01-0151-5425	General Fund – Finance Dept.
Auditors (Preparation for the multiple Single Audit filings)	\$12,350	01-0152-5213	General Fund - Auditors
TOTAL Carry Forward	\$314,388.00		

Analysis

This budget amendment is needed to start or complete the work on these projects. The General Fund requests are for anticipated non-personnel costs. The Finance Department anticipates future training and continuation of help from the City’s auditors for the preparation of the City’s single audits, in addition to the City’s Financial Reports.

Fiscal Note

The fiscal impact of the carry forwards is that unused 2025 funds, as specifically identified by account number in this request, will be used to fund these items which were all authorized in the 2025 Adopted Budget.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2026-____, an Ordinance to amend Ordinance 2025-2712, an Ordinance adopting the 2026 Annual Budget for the General Fund, Capital Outlay Fund, Equipment Replacement Fund, and Capital Improvement Fund to Provide Carry Forward Appropriations from the 2025 Annual Budget for Specifically Identified Projects and Uses in the Amount of \$314,388.00.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, AND CAPITAL IMPROVEMENT FUND TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM THE 2025 ANNUAL BUDGET FOR SPECIFICALLY IDENTIFIED PROJECTS AND USES IN THE AMOUNT OF \$314,388.00

WHEREAS, the Common Council of the City of Franklin adopted Ordinance No. 2025-2712, the 2026 Annual Budgets for the City of Franklin on November 11, 2025; and

WHEREAS, Department Heads have requested unused funding appropriations be carried forward into 2026 in the amount of \$314,388.00 from the General Fund, Capital Outlay Fund, Equipment Replacement Fund, and Capital Improvement Fund for specifically identified projects and expenditures which were not completed in 2025; and

WHEREAS, the requested carryforward appropriations will allow the city to complete specific equipment purchases, capital improvement projects, planning efforts, and necessary departmental operational expenditures.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2026 Budget for the General Fund be amended as follows:

General Fund

0141	Clerk	Non-Personnel Expenses	Increase	\$4,500
0151	Finance	Office Supplies	Increase	\$2,975
0151	Finance	Conferences & Schools	Increase	\$2,300
0151	Auditors	Professional Services	Increase	\$12,350

Section 2 That the 2026 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund

0211	Police	Vehicle Fleet	Increase	\$8,845
0331	Highway	Auto Equipment	Increase	\$65,000
0621	Planning	Software	Increase	\$100,000

Section 3 That the 2026 Budget for the Equipment Replacement Fund be amended as follows:

Equipment Replacement Fund

0221	Fire	Auto Equipment	Increase	\$16,911
0331	Highway	Auto Equipment	Increase	\$5,603

Section 4 That the 2026 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund

0331	Highway	Street Lighting	Increase	\$75,904
0331	Highway	Street Improvements	Increase	\$20,000

Section 5 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Section 6 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, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 7 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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 _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND, POLICE GRANT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, TID 6, TID 8, TID 9 CAPITAL PROJECTS FUNDS, CAPITAL IMPROVEMENT FUND, STREET IMPROVEMENT FUND, AND SEWER FUND FOR FISCAL YEAR 2026 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2025 BUDGET AS AMENDMENTS TO THE 2026 BUDGET	ITEM NUMBER 15.19.

Background

Each year generally accepted accounting principles require a search for encumbrances. An encumbrance is a contract or written purchase order that was entered into or ordered during 2024 with the intent that the contract or purchase order would be completed in 2025 or the understanding that the project would take more than one fiscal year to complete. Projects meeting the definition of an encumbrance must have a portion of the fund balance reserved for the costs necessary to complete the project.

Analysis

For the year 2025 there are projects and purchase orders in the General Fund, Police Grants Fund, TID 6 Capital Projects Fund, TID 8 Capital Projects Fund, TID 9 Capital Projects Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, Street Improvement Fund, and Sewer Fund that should be encumbered.

General Fund Encumbrances Total: \$277,016.52

Police Grant Fund Encumbrances Total: \$30,959.25

TID 6 Capital Projects Fund Encumbrances Total: \$163,810.09

TID 8 Capital Projects Fund Encumbrances Total: \$356,840.60

TID 9 Capital Projects Fund Encumbrances Total: \$328,493.91

Capital Outlay Fund Encumbrances Total: \$96,130.38

Equipment Replacement Fund Encumbrances Total: \$724,083.26

Capital Improvement Fund Encumbrances Total: \$3,515,109.24

Street Improvement Fund Encumbrances Total: \$517,495.27

Sewer Fund Encumbrances Total: \$247,561.66

Recommendation

The Director of Finance & Treasurer recommends adoption of the attached Budget Amendment Ordinance.

Fiscal Note

The fiscal impact of encumbrances to each of the funds is a 2026 use of the Jan 1 fund balance. The 2025 year-end financial reports and the year-end fund balances will include the impact of the encumbrances. Revenue was provided in 2025 but was unused. These actions allow those resources to be used without impacting respective 2026 budgets or the projects in process.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2026-_____, an Ordinance to amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund, Police Grant Fund, Capital Outlay Fund, Equipment Replacement Fund, TID 6, TID 8, TID 9 Capital Projects Funds, Capital Improvement Fund, Street Improvement Fund, and Sewer Fund for Fiscal Year 2026 to Approve Budget Encumbrances from the 2025 Budget as Amendments to the 2026 Budget.

Roll Call Vote Required

Finance Dept – DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND, POLICE GRANT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, TID 6, TID 8, TID 9 CAPITAL PROJECTS FUNDS, CAPITAL IMPROVEMENT FUND, STREET IMPROVEMENT FUND, AND SEWER FUND FOR FISCAL YEAR 2026 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2025 BUDGET AS AMENDMENTS TO THE 2026 BUDGET

WHEREAS, the Common Council of the City of Franklin adopted the 2026 Annual Budgets for the General Fund, Police Grant Fund, Capital Outlay Fund, Equipment Replacement Fund, TID 6, TID 8, TID 9 Capital Projects Funds, Capital Improvement Fund, Street Improvement Fund, and Sewer Fund; and

WHEREAS, certain monies included in the 2025 Annual Budgets of the respective funds were intended to be expended in 2025 and were committed for expenditure prior to December 31, 2025; and

WHEREAS, these amounts will be expended in 2026, and as a result, the related appropriations should be made available and appropriated in the 2026 budget; and

WHEREAS, Common Council has determined that it would be in the best interest of the City to approve such encumbrance in the 2026 budgets of the respective funds; and

WHEREAS, the Budget Appropriation Units will be adjusted for the items listed below.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That certain encumbered funds of the 2025 budgeted amounts be transferred forward to the 2026 Annual Budget for the respective funds of the City of Franklin to pay for 2025 encumbrances as follows:

General Fund	Increase	\$277,016.52
Police Grant Fund	Increase	\$30,959.25
TID 6 Capital Projects Fund	Increase	\$163,810.09
TID 8 Capital Projects Fund	Increase	\$356,840.60
TID 9 Capital Projects Fund	Increase	\$328,493.91
Capital Outlay Fund	Increase	\$96,130.38
Equipment Replacement Fund	Increase	\$724,083.26
Capital Improvement Fund	Increase	\$3,515,109.24
Street Improvement Fund	Increase	\$517,495.27
Sewer Fund	Increase	\$247,561.66

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

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

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES____NOES____ABSENT____

ADMIN - 0147

PO/REQ	POST	VENDOR	DESCRIPTION	AMOUNT	REMAINING	AMOUNT	RELIEVED	DISTRIBUTIONS\AMOUNTS
NUMBER	DATE	NAME			BALANCE			

PO STATUS: PARTIAL

75391	09/09/2025	JOHN MATAGOS, LLC	Ballpark Commons Sound Study	78,500.00	27,475.00	51,025.00		01-0147-5299 78,500.00

DPW - 0331

PO/REQ	POST	VENDOR	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS/AMOUNTS
NUMBER	DATE	NAME					

PO STATUS: OPEN

FOTH							
INFRASTRUCTURE & ENVIRONMENT							
75394	10/03/2025	INDUSTRIAL SYSTEMS LTD	CHANGE ORDER #4	35,000.00	35,000.00	0.00	46-0331-5216.9692 35,000.00
75469	12/15/2025	MONROE TRUCK EQUIPMENT INC	INFERNAL MELT DE-ICER SINGLE AXLE DUMP BODY W/PLOW (OUTFITTED)	37,260.00	37,260.00	0.00	01-0331-5364 37,260.00
75360	03/12/2025	MONROE TRUCK EQUIPMENT INC	TANDEM AXLE DUMP BODY W/PLOW (OUTFITTED)	192,519.00	192,519.00	0.00	42-0331-5811 192,519.00
75361	03/12/2025	MONROE TRUCK EQUIPMENT INC	PURCHASE/SALE OF CORNER S51 & DREXEL AVE	204,598.00	204,598.00	0.00	42-0331-5811 204,598.00
74293	07/13/2019	PAYNE & DOLAN INC	2025 LSIP - ALT BID 3 DPW YARD ASPHALT	16,000.00	16,000.00	0.00	46-0331-5858.3051 13,800.00 46-0331-5858.3051 2,200.00
75386	08/26/2025	PAYNE & DOLAN INC		124,530.90	124,530.90	0.00	47-0331-5823.3919 124,530.90

PO STATUS: PARTIAL

CASPER'S TRUCK EQUIPMENT							
75437	12/08/2025	INDUSTRIAL SYSTEMS LTD	TWO HENDERSON FSH V/BOX SPREADERS W/PRE-WET TANKS	74,423.26	56,423.26	18,000.00	42-0331-5811 74,423.26
75316	12/19/2024	INDUSTRIAL SYSTEMS LTD	INFERNAL MELT	37,260.00	9,729.00	27,531.00	01-0331-5364 37,260.00
KUENY ARCHITECTS LLC							
75001	03/29/2023	INDUSTRIAL SYSTEMS LTD	DPW Site Proposal at 7979 W. Ryan Rd. by Kueny Architects for \$86,849.50	127,502.50	22,042.26	105,460.24	46-0331-5823 86,849.50 46-0331-5823 40,653.00
75383	08/26/2025	PAYNE & DOLAN INC	2025 LSIP - BASE BID W DREXEL AVE FROM S 51ST STREET TO S BRIDGE VIEW DR	1,214,424.96	364,377.63	850,047.33	47-0331-5823.3914 1,214,424.96
75385	08/26/2025	PAYNE & DOLAN INC	2025 LSIP - ALT BID 2 S 35TH ST FROM 2 WOODWARD DR TO W SOUTHLAND DR	369,444.07	14,886.74	354,557.33	47-0331-5823.3918 110,915.46 47-0331-5823.3918 258,528.61
75370	04/23/2025	RYAN COMPANIES US, INC	Carma Labs TID Agreement Costs PROJ 58245237 - DREXEL AVE IMPROVEMENTS (31ST - 60TH)	1,474,974.54	303,357.67	1,171,616.87	60-0331-5824.6926 1,474,974.54
75358	03/11/2025	TERRACON		31,600.00	13,700.00	17,900.00	47-0331-5823 17,900.00 47-0331-5823 13,700.00

DPW - 0331

PO/REQ	POST	VENDOR	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS	AMOUNTS
NUMBER	DATE	NAME						
75336	01/09/2025	UPI, LLC	DPW CAMPUS UTILITIES	652,561.00	28,931.61	623,629.39	46-0331-5823	652,561.00
		WI DEPT OF	24F007.02					
			Reconstruction of S. 27st-W South				40-0331-5823.3027	950,000.00
75204	06/20/2024	TRANSPORTATION	County Line Rd- W. Elm Rd	950,000.00	356,840.60	593,159.40		

ENGINEERING - 0321

PO/REQ NUMBER	POST DATE	VENDOR NAME	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS/AMOUNTS
PO STATUS: OPEN							
75394	10/03/2025	FOTH INFRASTRUCTURE & ENVIRONMENT	CHANGE ORDER #4 2025 LSIP - ALT BID 3 DPW	35,000.00	35,000.00	0.00	46-0331-5216.9692 35,000.00
75386	08/26/2025	PAYNE & DOLAN INC	YARD ASPHALT	124,530.90	124,530.90	0.00	47-0331-5823.3919 124,530.90
75479	02/16/2026	RUEKERT & MIELKE INC	Boundary Exhibit for tax key 982-				
75345	02/03/2025	WILLKOMM EXCAVATING & GRADING INC	9999-000 County Line Road 116TH ST TRAIL - Proj #5125	7,400.00 893,321.53	7,400.00 893,321.53	0.00 0.00	01-0321-5216 7,400.00 46-0551-5833.5125 893,321.53
PO STATUS: PARTIAL							
74865	07/14/2022	A.W. OAKES & SONS INC	W Ryan Road Water Main Extension	557,932.50	115,678.00	442,254.50	44-0755-5830 557,932.50
75397	10/03/2025	CIVILTECH ENGINEERING, INC.	PUETZ RD PATHWAY - ENGINEERING SERVICES	268,611.56	223,300.70	45,310.86	46-0551-5833.5138 268,611.56
74996	03/24/2023	CLARK DIETZ INC	Prof. Design Serv. for Priv. Prop. Sump Discharge Lines in three neighborhoods	384,010.00	69,175.16	314,834.84	61-0731-5829 226,440.00 61-0731-5829 62,770.00 61-0731-5829 94,800.00
75354	02/26/2025	FOTH INFRASTRUCTURE & ENVIRONMENT	Design & Construction Engineering Services for Ryan Road Trunk Sanitary Sewer	84,000.00	6,954.49	77,045.51	60-0731-5826.7652 84,000.00
74517	08/06/2020	GRAEF	116TH ST TRAIL	310,000.00	92,720.86	217,279.14	46-0551-5833.5125 150,000.00 46-0551-5833.5125 (15,000.00) 46-0551-5833.5125 70,000.00 46-0551-5833.5125 30,000.00 46-0551-5833.5125 35,000.00 46-0551-5833.5125 40,000.00
75359	04/11/2025	GRAEF	ADDITIONAL CONSTRUCTION OBSERVATION AND DUTIES FOR S 116TH STREET TRAIL	178,100.00	155,517.74	22,582.26	46-0551-5833.5125 178,100.00
75001	03/29/2023	KUENY ARCHITECTS LLC	DPW Site Proposal at 7979 W. Ryan Rd. by Kueny Architects for \$86,849.50	127,502.50	22,042.26	105,460.24	46-0331-5823 86,849.50 46-0331-5823 40,653.00

ENGINEERING - 0321

PO/REQ NUMBER	POST DATE	VENDOR NAME	DESCRIPTION	AMOUNT			DISTRIBUTIONS/AMOUNTS		
				REMAINING BALANCE	RELIEVED	AMOUNT			
75178	12/31/2023	LANDMARK STRUCTURES I, L.P. TOWER PARK)	ELEVATED WATER STORAGE TANK (S. LOVERS LANE/WATER TOWER PARK)	6,929,033.31	6,576,485.30	352,548.01	65-0771-5856 6,833,000.00 65-0771-5856 67,932.00 65-0771-5856 8,138.00 65-0771-5856 19,963.31		
75383	08/26/2025	PAYNE & DOLAN INC	2025 LSIP - BASE BID W DREXEL AVE FROM S 51ST STREET TO S BRIDGE VIEW DR	1,214,424.96	850,047.33	364,377.63	47-0331-5823.3914 1,214,424.96		
75385	08/26/2025	PAYNE & DOLAN INC	2025 LSIP - ALT BID 2 S 35TH ST FROM 2 WOODWARD DR TO W SOUTHLAND DR	369,444.07	354,557.33	14,886.74	47-0331-5823.3918 110,915.46 47-0331-5823.3918 258,528.61		
74830	03/07/2022	R.A. SMITH NATIONAL	W RYAN RD WATERMAIN PROJECT - TID #6 - EXTENSION OF UTILITY SERVICES	142,900.00	94,767.91	48,132.09	44-0755-5830 142,900.00		
75056	09/26/2023	R.A. SMITH NATIONAL	Pro. Design Serv @ Water Tower Park	54,250.00	14,922.69	39,327.31	46-0551-5832.5135 42,050.00 46-0551-5832.5135 12,200.00		
75396	10/03/2025	RUEKERT & MIELKE INC	Conduct a Water System Storage Capacity Analysis	34,304.00	13,977.75	20,326.25	65-0758-5219 34,304.00		
75370	04/23/2025	RYAN COMPANIES US, INC	Carma Labs TID Agreement Costs	1,474,974.54	1,171,616.87	303,357.67	60-0331-5824.6926 1,474,974.54		
75358	03/11/2025	TERRACON	PROJ 58245237 - DREXEL AVE IMPROVEMENTS (31ST - 60TH)	31,600.00	17,900.00	13,700.00	47-0331-5823 17,900.00 47-0331-5823 13,700.00		
75336	01/09/2025	UPI, LLC	DPW CAMPUS UTILITIES PROJ: 24F007.02	652,561.00	623,629.39	28,931.61	46-0331-5823 652,561.00		
75352	02/24/2025	WANASEK CORP	TID 9 Ryan Road Trunk Sewer Project 2025	236,780.00	218,598.25	18,181.75	60-0731-5826.7652 236,780.00		
75180	12/31/2023	WI DEPT OF TRANSPORTATION	WIDOT PROJECT - S. Lovers Lane (S. 60th St --> W. St Martins Rd)	1,258,469.18	1,168,759.28	89,709.90	46-0551-5833.5127 1,258,469.18		
75204	06/20/2024	WI DEPT OF TRANSPORTATION	Reconstruction of S.27st-W South County Line Rd- W. Elm Rd	950,000.00	593,159.40	356,840.60	40-0331-5823.3027 950,000.00		

ENGINEERING - 0321

PO/REQ NUMBER	POST DATE	VENDOR NAME	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS AMOUNTS
75380	07/16/2025	WI DEPT OF TRANSPORTATION	PUETZ RD PATHWAY (PROJ ID #39529760401)	1,760,000.00	1,759,993.33	6.67	46-0551-5833.5138 1,760,000.00

FIRE - 0221

PO/REQ NUMBER	POST DATE	VENDOR NAME	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS\AMOUNTS
PO STATUS: OPEN							
75392	09/24/2025	JEFFERSON FIRE & SAFETY INC	2026 Life Line Type III Remount	270,543.00	270,543.00	0.00	42-0221-5811 270,543.00
75441	12/08/2025	KELMANN RESTORATION	HVAC cleaning @ station 1	12,233.95	12,233.95	0.00	41-0221-5822 12,233.95
75478	01/29/2026	KHALEK BUILDING SERVICES	Drywall repairs from mold remediation @ station 1	10,163.13	10,163.13	0.00	41-0221-5822 10,062.50 41-0221-5822 100.63
75476	01/23/2026	LIBERTY ART WORKS, INC	Retirement axes - Schmidt/Braun	850.00	850.00	0.00	01-0221-5726 850.00
PO STATUS: PARTIAL							
75440	12/04/2025	TERRACON	Testing & deep cleaning of station 1	4,750.00	254.34	4,495.66	41-0221-5822 4,750.00

IT - 0144

PO/REQ	POST	VENDOR	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS AMOUNTS
NUMBER	DATE	NAME					
PO STATUS: PARTIAL							
PO STATE: PURCHASE ORDER							
75378	07/07/2025	CDW GOVERNMENT INC	Domain/Exchange Migration & MS Ofc 365 MFA Projects	84,070.00	472.04	83,597.96	41-0144-5841.9996 84,070.00
75115	12/18/2023	CORNERSTONE COMMUNICATIONS INC	Consulting etc portion of \$185,000 new phone system with RingCentral	46,320.80	539.17	45,781.63	41-0181-5812.9652 46,320.80
75377	07/07/2025	DIGICORP INC	Domain & Exchange Migration & MS Ofc 365 MFA Projects	121,561.00	50,027.00	71,534.00	41-0144-5841.9996 121,561.00
75236	10/01/2024	EIDE BAILLY LLP	Phs I MS Office 365 Tenant, Licensing, & 2-Factor Authentication Infrastructure	158,114.00	50,862.75	107,251.25	01-0144-5257 28,422.00 41-0144-5843 129,692.00

MAINTENANCE - 0181

PO/REQ NUMBER	POST DATE	VENDOR NAME	DESCRIPTION	AMOUNT			AMOUNT		
				AMOUNT	REMAINING BALANCE	RELIEVED	DISTRIBUTIONS	AMOUNTS	
75221	08/21/2024	JOHNSON CONTROLS INC	Comprehensive Master Efficiency Energy Services Program Project	3,025,636.00	159,244.00	2,866,392.00	46-0181-5822.9661	3,025,636.00	

PO STATUS: PARTIAL

PARKS - 0551

PO/REQ	POST	VENDOR	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS	AMOUNTS
NUMBER	DATE	NAME						
PO STATUS: OPEN								
75345	02/03/2025	WILLKOMM EXCAVATING & GRADING INC	116TH ST TRAIL - Proj #5125	893,321.53	893,321.53	0.00	46-0551-58333.5125	893,321.53
PO STATUS: PARTIAL								
75397	10/03/2025	CIVILTECH ENGINEERING, INC.	PUETZ RD PATHWAY - ENGINEERING SERVICES	268,611.56	223,300.70	45,310.86	46-0551-58333.5138	268,611.56
74517	08/06/2020	GRAEF	116TH ST TRAIL	310,000.00	92,720.86	217,279.14	46-0551-58333.5125	150,000.00
							46-0551-58333.5125	(15,000.00)
							46-0551-58333.5125	70,000.00
							46-0551-58333.5125	30,000.00
							46-0551-58333.5125	35,000.00
							46-0551-58333.5125	40,000.00
75359	04/11/2025	GRAEF	ADDITIONAL CONSTRUCTION OBSERVATION AND DUTIES FOR S 116TH STREET TRAIL	178,100.00	155,517.74	22,582.26	46-0551-58333.5125	178,100.00
75056	09/26/2023	R.A. SMITH NATIONAL	Pro. Design Serv @ Water Tower Park	54,250.00	39,327.31	14,922.69	46-0551-58332.5135	42,050.00
							46-0551-58332.5135	12,200.00
75180	12/31/2023	WI DEPT OF TRANSPORTATION	WIDOT PROJECT - S. Lovers Lane (S. 60th St --> W. St Martins Rd)	1,258,469.18	89,709.90	1,168,759.28	46-0551-58333.5127	1,258,469.18
75380	07/16/2025	WI DEPT OF TRANSPORTATION	PUETZ RD PATHWAY (PROJ ID #39529760401)	1,760,000.00	1,759,993.33	6.67	46-0551-58333.5138	1,760,000.00

POLICE - 0211

PO/REQ	POST	VENDOR	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS/AMOUNTS
NUMBER	DATE	NAME					
PO STATUS: OPEN							
75434	11/20/2025	ADORAMA	NARK TESTING KITS-LATE DEC. DELIVERY	362.07	362.07	0.00	01-0211-5329 106.96 01-0211-5329 106.96 01-0211-5329 80.22 01-0211-5329 53.48 01-0211-5329 14.45 01-0211-5312 10,000.00
75414	11/11/2025	ADVANCED ELEC DESIGN/DBA: PATROL PC	SQUAD TABLETS	10,000.00	10,000.00	0.00	
75464	12/16/2025	ADVANCED ELEC DESIGN/DBA: PATROL PC	M2 TO M3 UPGRADE FOR 4 RHINOTABS	9,896.00	9,896.00	0.00	01-0211-5242 7,580.00 01-0211-5242 500.00 01-0211-5242 836.00 01-0211-5242 780.00 01-0211-5242 100.00 01-0211-5242 100.00 01-0211-5329 4,000.00
75465	12/11/2025	AMAZON	DISPATCH MAPPING EQUIPMENT	4,000.00	4,000.00	0.00	
75408	11/07/2025	ASCENSION WISCONSIN BAY	Blood Draws	600.00	600.00	0.00	
75447	12/09/2025	COMMUNICATIONS/DBA:BAY ALPR ASSOC TRANSFER CAMERAS TO COM INC	PACKETALK	10,000.00	10,000.00	0.00	01-0211-5242 10,000.00
75458	12/09/2025	ENDLESS DETAILING AUTO SPA LLC	WINDOW TINT	1,800.00	1,800.00	0.00	01-0211-5241 1,800.00
75432	11/20/2025	GALLS LLC / DBA: RED UNIFORM TAILOR	AUXILIARY UNIFORMS	4,037.84	4,037.84	0.00	01-0211-5334 4,037.84
75470	12/12/2025	GALLS LLC / DBA: RED UNIFORM TAILOR	SWAT Uniform- 2 Adtl. Member Uniforms	564.00	564.00	0.00	01-0211-5326 564.00
75468	12/16/2025	ID NETWORKS INC	REPLACEMENT LIVESCAN UNITS	10,460.00	10,460.00	0.00	01-0211-5242 10,360.00 01-0211-5242 100.00
75481	02/17/2026	ID NETWORKS INC	REPLACEMENT PRINTER FOR SUBSTATION	1,545.00	1,545.00	0.00	01-0211-5242 1,495.00 01-0211-5242 50.00
75443	12/02/2025	KGM TECHNOLOGIES	SUPPRESSORS	1,806.00	1,806.00	0.00	01-0211-5327 1,786.00 01-0211-5327 20.00

POLICE - 0211

PO/REQ	POST	VENDOR	DESCRIPTION	AMOUNT	REMAINING BALANCE	RELIEVED	DISTRIBUTIONS	AMOUNTS
NUMBER	DATE	NAME						
75424	11/25/2025	KIESLER POLICE SUPPLY INC	GLOCK 17MOS GEN5 9MM PISTOL BLACK	5,036.60	5,036.60	0.00	01-0211-5333 01-0211-5333 01-0211-5333 21-0211-5819.7065 30,959.25	4,290.00 731.60 15.00
75477	02/16/2026	LEXIPOL, LLC	Policy and Procedures WILEAG Accreditation	30,959.25	30,959.25	0.00		
75418	11/11/2025	MOTOROLA SOLUTIONS INC	Watchguard	8,500.00	8,500.00	0.00	01-0211-5242	8,500.00
75436	12/05/2025	MOTOROLA SOLUTIONS INC	MRAP REPLACEMENT RADIO	7,396.76	7,396.76	0.00	01-0211-5245	7,396.76
75407	11/07/2025	N & S TOWING INC	Tow Fee's	2,000.00	2,000.00	0.00	01-0211-5299	2,000.00
75311	12/13/2024	PROPHOENIX CORP. PUBLIC SAFETY	UDP GPS CONFIGURATION & RELATED WORK	4,500.00	4,500.00	0.00	01-0211-5257	4,500.00
75417	11/10/2025	EQUIPMENT LLC	Recert / Radar, Eagle 3, Laser	1,200.00	1,200.00	0.00	01-0211-5242	1,200.00
75413	11/11/2025	STREICHER'S	Tactical Vest Order (3)	8,185.50	8,185.50	0.00	01-0211-5326	8,185.50
75423	11/17/2025	STREICHER'S	ADDTL EXPENSE TO PO# 75413 UPDATED QUOTE	795.30	795.30	0.00	01-0211-5326	795.30
75426	11/20/2025	STREICHER'S	BALLISTIC VEST-BOTSCH	1,200.00	1,200.00	0.00	01-0211-5333	1,200.00
75427	11/25/2025	STREICHER'S	NEW OFFICER EQUIPMENT	5,000.00	5,000.00	0.00	01-0211-5333	5,000.00
75433	11/20/2025	STREICHER'S	AUXILIARY VEST ALTERATIONS	300.00	300.00	0.00	01-0211-5334	300.00
75471	12/16/2025	STREICHER'S	2 ADTL MEMBER TAC VESTS	5,987.20	5,987.20	0.00	01-0211-5326	5,987.20
75410	11/07/2025	US BANK	Over Night Accomodations for Training	1,500.00	1,500.00	0.00	01-0211-5425	1,500.00
75461	12/09/2025	VERIZON WIRELESS WAUKESHA CO TECHNICAL	CELL PHONES & RELATED EQUIPMENT	4,000.00	4,000.00	0.00	01-0211-5415	4,000.00
74934	12/06/2022	COLLEGE WAUKESHA CO TECHNICAL	RECRUIT ACADEMY TUITION SWAT TRAINING 4 NEW MEMBERS / PRE- REGISTERED	10,000.00	10,000.00	0.00	01-0211-5425	10,000.00
75419	11/11/2025	COLLEGE		2,300.00	2,300.00	0.00	01-0211-5425	2,300.00

POLICE - 0211

PO/REQ	POST	VENDOR	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS/AMOUNTS
NUMBER	DATE	NAME					
PO STATUS: PARTIAL							
75328	12/23/2024	AIRWAY SALES INC	HVAC & RANGE FILTERS	750.00	339.18	410.82	01-0211-5557 750.00
75415	11/10/2025	CFP HOLDING CO LLC / DBA: CERTASITE	Fire/Sprinkler Maint. Inspection	4,000.00	2,077.31	1,922.69	01-0211-5557 4,000.00
75430	11/20/2025	CHICAGO PARTS & SOUND ENTERPRISES	PARTS FOR SQUAD REPAIRS	4,500.00	4,421.04	78.96	01-0211-5241 4,500.00
75431	11/25/2025	FRANKLIN VETERINARY CLINIC	K9 VET EXPENSES	5,000.00	4,818.21	181.79	01-0211-5299 5,000.00
75295	12/12/2024	GALLS LLC / DBA: RED UNIFORM TAILOR	NEW OFFICER UNIFORMS/EQUIPMENT	4,750.00	1,627.77	3,122.23	01-0211-5333 4,750.00
75416	11/10/2025	GALLS LLC / DBA: RED UNIFORM TAILOR	SWAT - Uniform	1,692.00	846.00	846.00	01-0211-5326 1,692.00
75428	11/20/2025	GALLS LLC / DBA: RED UNIFORM TAILOR	NEW OFFICER UNIFORMS	4,000.00	3,613.94	386.06	01-0211-5333 4,000.00
75300	12/12/2024	HILLER FORD INC	VEHICLE PARTS & SUPPLIES	2,000.00	20.45	1,979.55	01-0211-5332 2,000.00
75429	11/20/2025	HILLER FORD INC	SQUAD REPAIRS	4,500.00	4,151.12	348.88	01-0211-5241 4,500.00
75411	11/07/2025	LANGUAGE LINE SERVICES INC	Interpretation Services	1,000.00	990.64	9.36	01-0211-5422 1,000.00
74981	12/16/2022	M A T C	RECRUIT ACADEMY TUITION	4,975.00	4,900.00	75.00	01-0211-5425 4,975.00
75312	12/13/2024	N & S TOWING INC	TOWING SERVICES	4,000.00	1,630.00	2,370.00	01-0211-5299 4,000.00
75406	11/07/2025	SOUTHSIDE TIRE CO	Squad Tires	2,070.00	1,744.34	325.66	01-0211-5332 2,070.00
75425	11/20/2025	STAPLES ADVANTAGE	OFFICE SUPPLIES	3,000.00	2,946.80	53.20	01-0211-5312 3,000.00
75294	12/12/2024	STREICHER'S	NEW OFFICER UNIFORMS/DUTY GEAR	4,000.00	3,100.01	899.99	01-0211-5333 4,000.00
75307	12/12/2024	STREICHER'S	NEW OFFICER BODY ARMOR	4,000.00	3,095.02	904.98	01-0211-5333 1,111.99
75405	11/07/2025	STREICHER'S	Body Arm. Acevedo, Losiniecki, Wilson	3,345.97	1,121.99	2,223.98	01-0211-5333 1,111.99
75409	11/07/2025	WAUKESHA CO TECHNICAL COLLEGE	Continued training for current officers / already enrolled	1,500.00	1,464.43	35.57	01-0211-5425 1,500.00

SEWER

PO/REQ NUMBER	POST DATE	VENDOR NAME	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTIONS\AMOUNTS
PO STATUS: OPEN							
75473	12/23/2025	QUALITY FLOW SYSTEM INC	Emergency Pump Replacement at St Martins Lift Station	156,680.00	156,680.00	0.00	61-0731-5827.7563 156,680.00
PO STATUS: PARTIAL							
74996	03/24/2023	CLARK DIETZ INC	Prof. Design Serv. for Priv. Prop. Sump Discharge Lines in three neighborhoods	384,010.00	69,175.16	314,834.84	61-0731-5829 226,440.00 61-0731-5829 62,770.00 61-0731-5829 94,800.00
75354	02/26/2025	FOTH INFRASTRUCTURE & ENVIRONMENT	Design & Construction Engineering & Services for Ryan Road Trunk Sanitary Sewer	84,000.00	6,954.49	77,045.51	60-0731-5826.7652 84,000.00
75352	02/24/2025	WANASEK CORP	TID 9 Ryan Road Trunk Sewer Project 2025	236,780.00	18,181.75	218,598.25	60-0731-5826.7652 236,780.00

WATER

PO/REQ	POST	VENDOR	DESCRIPTION	AMOUNT	REMAINING BALANCE	AMOUNT RELIEVED	DISTRIBUTION	AMOUNTS
NUMBER	DATE	NAME						
PO STATUS: OPEN								
75456	12/15/2025	CTW CORPORATION	Remove & Reinstall Pump at Drexel Booster Station	2,608.00	2,608.00	0.00	65-0752-5113	2,608.00
PO STATUS: PARTIAL								
74865	07/14/2022	A.W. OAKES & SONS INC	W Ryan Road Water Main Extension	557,932.50	115,678.00	442,254.50	44-0755-5830	557,932.50
75178	12/31/2023	LANDMARK STRUCTURES I, L.P.	ELEVATED WATER STORAGE TANK (S. LOVERS LANE/WATER TOWER PARK)	6,929,033.31	352,548.01	6,576,485.30	65-0771-5856	6,833,000.00
							65-0771-5856	67,932.00
							65-0771-5856	8,138.00
							65-0771-5856	19,963.31
74830	03/07/2022	R.A. SMITH NATIONAL	W RYAN RD WATERMAIN PROJECT - TID #6 - EXTENSION OF UTILITY SERVICES	142,900.00	48,132.09	94,767.91	44-0755-5830	142,900.00
75395	10/03/2025	RUEKERT & MIELKE INC	Scada Programming & Integration Services for New Elevated Water Storage Tank	25,000.00	15,088.20	9,911.80	65-0771-5856	25,000.00
75396	10/03/2025	RUEKERT & MIELKE INC	Conduct a Water System Storage Capacity Analysis	34,304.00	20,326.25	13,977.75	65-0758-5219	34,304.00
75455	12/15/2025	RUEKERT & MIELKE INC	SCADA Server Configuration & Programming	34,000.00	33,615.00	385.00	61-0731-5813	21,899.00
							65-0771-5843	12,101.00

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	2026 Sanitary Sewer User Fee Review & Establishment	ITEM NUMBER H. 20.

Background

Annually, Milwaukee Metropolitan Sewerage District (MMSD) provides a Cost Recovery Procedures Manual which provides the necessary information to determine the MMSD sewer charge for Franklin sewer customers. The charge has three components, a fixed connection fee, a fixed hazardous waste disposal fee, and a volumetric charge. All residential customers are charged a fixed rate, regardless of the water volume used. And, commercial customers are charged for the fixed fee plus a volumetric charge based upon their water usage.

Added to the MMSD rate is an additional charge that provides the resources to maintain the local sanitary sewer system. The local charge represents approximately 50% of the total residential fee.

Analysis

Effective January 1, 2025, MMSD increased its total rate by 4.56% for residential customers. The prior year rate increase was 7.00%. By way of details, MMSD increased the volumetric rate (per gallon usage charge) by 5.86%; however, the fixed MMSD rate (connection charge) decreased by .22% for a combined MMSD rate increase of 4.55% for residential customers. MMSD's total residential rate increased to \$218.63 annually, or \$54.66 quarterly, up from \$209.10, and 52.28 quarterly.

The total proposed Franklin residential rate is:

Residential Sewer Bill

	2026	2025	Inc (Dec)
Franklin Charge	115.87	110.82	4.56%
Volumetric Charge (Variable)	151.45	143.28	
Connection Charge (Fixed)	60.01	60.14	
Hazardous Waste Disposal Charge	7.17	5.68	
Total MMSD charge	218.63	209.10	4.56%
Total Annual Charge (rounded for quarterly billing)	334.50	319.92	4.55%
Quarterly Residential Billing	83.63	79.99	4.55%

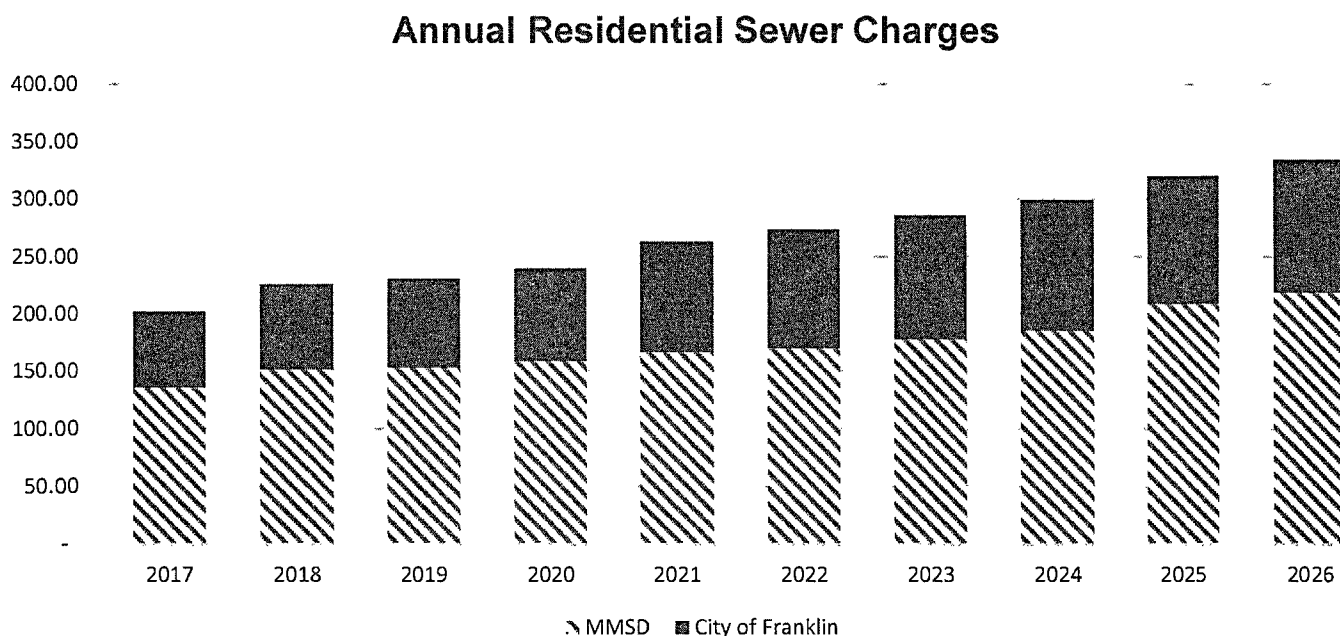
The \$5.05 annual increase, \$1.26 on a quarterly basis, in the local sewer charge is due to increased costs in the 2026 Budget, including the following: \$200,000 increase in sewer rehab, capital fleet, SW sewer district projects, and a slight increase in labor/benefits/cost allocations attributable to sewer duties and Capital Projects.

An average commercial customer using 82,000 of water will see a increase of approximately 5.1% due to the increase in per gallon usage charge.

There are currently 11,049 Sewer customers; 9,748 of those are single family or Multi-family residences (which has increased 54 single family or Multi-family units since 2025)

Note: Sanitary Sewer bills are combined with water charges for properties utilizing both services.

A history of the combined residential sewer charge is represented below:



Recommendation

Staff recommends adoption of the proposed 2026 sanitary sewer rates.

Fiscal Impact

The 2026 budget anticipated an overall minimal rate increase, based on an internal discussion between the Director of Finance and the Sewer Superintendent regarding user fee increased rates by MMSD. MMSD proposes overall rates; however, the final rate increase couldn't be determined until the Annual Cost Recovery Procedures Manual is published (typically late December).

Debt for the completed lift station project was issued on December 2, 2021, and the debt service for 2026 will be approximately \$170,000 and adjust accordingly to the debt repayment schedule. The City continues to pay interest on the Clean Water Fund Loan, but is reimbursed through an agreement with MMSD. Future debt is being considered for projects within TID 8 and TID 9. No borrowing has been complete at this time.

COUNCIL ACTION REQUESTED

Motion to adopt a quarterly 2026 Residential Sanitary Sewer charge of \$83.63 and a fixed Commercial Connection charge of \$22.95 plus a \$4.72884750 per thousand gallons volumetric charge effective January 1, 2026 as provided by Municipal Code 207-14 H (3)(b).

Finance Dept - DB

2025 WORKSHEET

MMSD Charges & Factors

2026 2025 Change

Volumetric Charge	\$0.003090750	\$0.002892280	6.86%
Connection Charge	\$60.01	\$60.14	-0.22%
HHWP (Residential Classes Only)	\$7.17	\$5.68	26.23%
Domestic Flow = Gallons/Person/Day	49	49	
Residential Occupancy Factor	2.74	2.77	
	Single	New Year \$83.63	Prior Year \$79.99
			Inc. 4.55%

Unit	Metro. Charge	Conn Charge	HHWP Charge	Total Metro	Local Charge	Total Charge	1.025100025
Single	151.45	\$60.01	\$7.17	218.63	115.87	334.50	Yearly
	37.86	15.00	1.79	54.66	28.97	83.63	Quarterly
Duplex	302.90	60.01	14.34	377.25	199.94	577.19	Yearly
	75.73	15.00	3.59	94.32	49.99	144.31	Quarterly
							Last Yr
							79.99
							136.96
							4.55%
							5.4%

Per Gallon Usage Charge	53.0%
\$ PER GAL	0.003090750
\$ PER 1000	3.090750000
	0.001638098
	1.63809750
	4.72884750
	4.48303400
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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend Chapter 218, Article II Recycling, of the Municipal Code of the City of Franklin, Wisconsin, Which Provides for the Administration of An Effective Recycling Program, to Comply with the Wisconsin Department of Natural Resources Amendments to the Wisconsin Administrative Code for Recycling Rule Revision to be Applied by Local Government Responsible Units, for Statewide Materials Recycling and Effective Recycling Programs	ITEM NUMBER A. 21.

Attached is a copy of the above-entitled Ordinance, which provides in the second Whereas provision that: "pursuant to amendments to the Wisconsin Administrative Code Chs. NR 500, NR 502, NR 542 and NR 544, related to statewide materials recycling and effective recycling programs, effective July 1, 2025, the Wisconsin Department of Natural Resources is requiring that certain changes be made to local government responsible unit recycling ordinances with those changes to be adopted and in effect by April 30, 2026." The attached includes and highlights those changes as set forth therein. Attorney David D. Fleming will be at the meeting to present this item and to address any questions.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend Chapter 218, Article II Recycling, of the Municipal Code of the City of Franklin, Wisconsin, Which Provides for the Administration of An Effective Recycling Program, to Comply with the Wisconsin Department of Natural Resources Amendments to the Wisconsin Administrative Code for Recycling Rule Revision to be Applied by Local Government Responsible Units, for Statewide Materials Recycling and Effective Recycling Programs.

Legal Services: DDF

ORDINANCE NO. 2026-____

AN ORDINANCE TO AMEND CHAPTER 218, ARTICLE II RECYCLING, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, WHICH PROVIDES FOR THE ADMINISTRATION OF AN EFFECTIVE RECYCLING PROGRAM, TO COMPLY WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AMENDMENTS TO THE WISCONSIN ADMINISTRATIVE CODE FOR RECYCLING RULE REVISION TO BE APPLIED BY LOCAL GOVERNMENT RESPONSIBLE UNITS, FOR STATEWIDE MATERIALS RECYCLING AND EFFECTIVE RECYCLING PROGRAMS

WHEREAS, Chapter 218, ARTICLE II RECYCLING, of the Municipal Code of the City of Franklin, Wisconsin, which pertains to the promotion of recycling, composting and resource recovery through the administration of an effective recycling program, has been in effect since August 1997; and

WHEREAS, pursuant to amendments to the Wisconsin Administrative Code Chs. NR 500, NR 502, NR 542 and NR 544, related to statewide materials recycling and effective recycling programs, effective July 1, 2025, the Wisconsin Department of Natural Resources is requiring that certain changes be made to local government responsible unit recycling ordinances with those changes to be adopted and in effect by April 30, 2026.

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

SECTION 1: Chapter 218, ARTICLE II RECYCLING, of the Municipal Code of the City of Franklin, be and the same is hereby amended as follows *[note: deletions appear in strike-through text; additions appear in underlined text; unchanged text is not highlighted]*:

§218-20 Purpose

[Amended 12-15-1998 by Ord. No. 98-1526]

The purpose of this article is to promote recycling, composting and resource recovery through the administration of an effective recycling program, as provided in § 287.11, Wis. Stats. and Ch. NR 544, Wis. Adm. Code.

§218-21 Statutory authority

[Amended 12-15-1998 by Ord. No. 98-1526]

This article is adopted as authorized under §§ 287.09(3)(b) and 62.11(5), Wis. Stats.

§218-22 Abrogation and greater restrictions

It is not intended by this article to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this

article imposes greater restrictions, the provisions of this article shall apply.

§218-23 Interpretation

In their interpretation and application, the provisions of this article shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this article is required by Wisconsin Statutes, or by a standard in Ch. NR 544, Wis. Adm. Code, and where the section provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Ch. NR 544 standards in effect on the date of the adoption of this article, or in effect on the date of the most recent text amendment to this article.

§218-24 Applicability

The requirements of this article apply to all persons within the City.

§218-25 Administration

The provisions of this article shall be administered by the Director of Public Works or his or her designee. Such officers are hereby authorized to administer and enforce the provisions of this article, including those matters set forth in §§218-32 and 218-52.

§218-26 Effective date

The provisions of this article shall take effect on January 1, 1995, with the provisions' amendments provided by Ordinance No. 2026-_____ to take effect on April 30, 2026.

§218-27 Definitions

For the purposes of this article, the following terms shall have the meanings indicated:

BIMETAL CONTAINER A container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

CONTAINER BOARD Corrugated paperboard used in the manufacture of shipping containers and related products.

FOAM POLYSTYRENE PACKAGING Packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- A. Is designed for serving food or beverages.
- B. Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- C. Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

GLASS CONTAINER A glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety or window glass, heat-resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

HDPE High density polyethylene, labeled by the SPI Code resin code #2; ~~and for illustration purposes only, generally includes milk jugs, detergent bottles and bleach bottles.~~

LDPE Low density polyethylene, labeled by the SPI Code resin code #4; ~~and for illustration purposes only, generally includes grocery store produce bags, bread bags, food wrap and mustard squeeze bottles.~~

MAGAZINES Magazines and other materials printed on similar glossy paper.

MAJOR APPLIANCE A residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.

[Amended 12-15-1998 by Ord. No. 98-1526]

MULTIPLE-FAMILY DWELLING A property containing five or more residential units, including those which are occupied seasonally, ~~but does not include a condominium unit, each condominium unit within the City being considered a single family residence for the purposes of this article.~~

NEWSPAPER A newspaper and other materials printed on newsprint.

NONRESIDENTIAL FACILITIES AND PROPERTIES Commercial, retail, industrial, institutional and governmental facilities and properties. Non-residential facilities and properties includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as fairs, festivals, sport venues, conferences, and exhibits. This term does not include multiple-family dwellings.

OFFICE PAPER A variety of high-grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high-grade. This term does not include industrial process waste, newspaper or packaging.

OTHER RESINS OR MULTIPLE RESINS Plastic resins labeled by the SPI Code resin code #7.

PERSON Includes any individual, corporation, limited liability company, partnership, association, local government unit, as defined in § 66.0131(1)(a), Wis. Stats., state agency or authority or federal agency.

[Amended 3-5-2002 by Ord. No. 2002-1708]

PETE OR PET Polyethylene terephthalate, labeled by the SPI Code resin code #1. ~~and for illustration purposes only, generally includes two-liter soft drink bottles.~~

PLASTIC CONTAINER An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of retail sale.

POST-CONSUMER WASTE Solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in 291.01(7), Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high volume industrial waste, as defined in § 291.01(7) Wis. Stats.

[Amended 12-15-1998 by Ord. No. 98-1526]

PP Polypropylene, labeled by the SPI Code resin code #5, ~~and for illustration purposes only, generally includes yogurt containers, shampoo bottles, straws, syrup bottles and margarine tubs.~~

PS Polystyrene, labeled by the SPI Code resin code #6, ~~and for illustration purposes only, generally includes plastic foam, hot beverage cups, fast-food clamshell containers, egg cartons and meat trays.~~

PUBLISHED Set forth in an ordinance adopted by the Common Council, in a newspaper of general circulation in the City or in a notice mailed to City residents.

PVC Polyvinyl chloride, labeled by the SPI Code resin code #3, ~~and for illustration purposes only, generally includes cooking oil bottles and packaging around meat.~~

RECYCLABLE MATERIAL Includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines, newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; waste tires; and bimetal containers.

SOLID WASTE Has the meaning specified in § 289.01(33) Wis. Stats.

[Amended 12-15-1998 by Ord. No. 98-1526]

SOLID WASTE FACILITY Has the meaning specified in ~~§289.01(35)~~, Wis. Stats.

[Amended 12-15-1998 by Ord. No. 98-1526]

SOLID WASTE TREATMENT Any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.

WASTE TIRE A tire that is no longer suitable for its original purpose because of wear, damage or defect.

YARD WASTE Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

§218-28 Separation of recyclable materials

Occupants of single-family and two- to four-unit residences, multiple-family dwellings and nonresidential facilities and properties shall separate the following materials from post consumer waste:

- A. Lead acid batteries.
- B. Major appliances.
- C. Waste oil.

- D. Yard waste.
- E. Aluminum containers.
- F. Bimetal containers.
- G. Corrugated paper or other container board.
- H. Foam polystyrene packaging.
- I. Glass containers.
- J. Magazines.
- K. Newspaper
- L. Office paper (applies only to nonresidential facilities and properties).
- M. Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins.
- N. Steel containers.
- O. Waste tires.

§218-29 Separation requirements exempted

The separation requirements of §218-28 do not apply to the following:

- A. Occupants of single-family and two- to four-unit residences, multiple-family dwellings and nonresidential facilities and properties that send their post-consumer waste to a processing facility licensed by the Department of Natural Resources that recovers the materials specified in §218-28 from solid waste in as pure a form as is technically feasible.
- B. Solid waste which is burned as a supplemental fuel at a facility if less than 30% of the heat input to the facility is derived from the solid waste burned as supplemental fuel.
- C. A recyclable material specified in §218-28 for which a variance has been granted by the Department of Natural Resources under §287.11(2m), Wis. Stats. or §NR 544.14, Wis. Adm. Code.

§218-30 Care of separated recyclable materials

To the greatest extent practicable, the recyclable materials separated in accordance with §218-28 shall be clean and kept free of contaminants, such as food or product residue, oil or grease or other nonrecyclable materials, including but not limited to household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain and other inclement weather conditions.

§218-31 Management of lead acid batteries, major appliances, waste tires, waste oil and yard waste

Occupants of single-family and two-to four-unit residences, multiple-family dwellings and nonresidential facilities and properties shall manage lead acid batteries, major appliances, waste oil and yard waste as follows:

- A. Lead acid batteries shall be transported by the owner thereof to any recycling business or person authorized by law to accept lead acid batteries for recycling.

B. Major appliances shall be transported by the owner thereof to any recycling business or person authorized by law to accept major appliances for recycling.

C. Waste oil shall be transported by the owner thereof to the City recycling center at 7811 West Ryan Road or to any recycling business or person authorized by law to accept waste oil for recycling.

D. Yard waste, excepting grass clippings, shall be placed at curbside by the occupant for collection by the City solid waste contractor on such dates as published by the City. Grass clippings shall not be collected by the City or its solid waste contractor. Grass clippings shall be mulched or composted on the property from which they were obtained or transported by the owner thereof to any recycling business or person authorized by law to accept grass clippings for composting, recycling or disposal.

E. Waste tires shall be transported by the owner thereof to any recycling business or person authorized by law to accept waste tires for recycling.

§218-32 Preparation and collection of recyclable materials

Except as directed by the Director of Public Works or his or her designee, occupants of single-family and two- to four-unit residences shall do the following for the preparation and collection of the separated materials specified in §218-28:

A. Aluminum containers shall be rinsed free of product residue, crushed or flattened, placed in the approved recycling bin and placed at curbside on such dates as published by the City for collection.

B. Bimetal containers shall be rinsed free of product residue, placed in the approved recycling bin and placed at curbside for collection on the date as published by the City for collection.

C. Corrugated paper or other container board shall be free of debris, flattened, stacked and tied and placed at curbside for collection on the dates as published by the City.

D. Foam polystyrene packaging shall be placed in the approved recycling bin and placed at curbside for collection on the dates as published by the City.

E. Glass containers shall be rinsed free of product residue, placed in the approved recycling bin and placed at curbside for collection on the dates as published by the City.

F. Magazines shall be bound with string or twine or placed in a paper bag and placed at curbside for collection on the dates as published by the City.

G. Newspapers shall be bound with string or twine or placed in a paper bag and placed at curbside for collection on the dates as published by the City.

H. Rigid plastic containers, including those made of PETE and HDPE [containers made of PVC, LDPE, PP, PS or other resins or multiple resins are currently (8/94) exempt from recyclable collection by the Department of Natural Resources variance], shall be rinsed free of product residue,

placed in the approved recycling bin and be placed at curbside for collection on the dates as published by the City.

I. Steel containers shall be rinsed free of product residue, placed in the approved recycling bin and be placed at curbside for collection on the dates as published by the City.

§218-33 Responsibilities of owners or designated agents of multiple-family dwellings

A. Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in §218-28:

(1) Provide adequate, separate containers for the ~~recyclable materials~~ recycling program established in compliance with the ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:

i. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.

ii. The ratio of trash container volume to recycling container volume is at most 2:1.

iii. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.

(2) Notify tenants, in writing, at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling program.

(3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.

(4) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations and hours of operation and a contact person or company, including a name, address and telephone number of drop-off collection sites to recycle materials not collected on-site.

B. The requirements specified in Subsection A do not apply to the owners or designated agents of multiple-family dwellings if the post-consumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in §218-28 from solid waste in as pure a form as is technically feasible.

§218-34 Responsibilities of owners or designated agents of nonresidential facilities and properties

A. Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in §218-28:

(1) Provide adequate, separate containers for ~~recyclable materials~~ the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.

(2) Notify, in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.

(3) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.

(4) Notify users, tenants and occupants ~~of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation and a contact person or company, including a name, address and telephone number~~ and locations of drop-off collection sites to recycle materials not collected on-site.

B. The requirements specified in Subsection A do not apply to the owners or designated agents of nonresidential facilities and properties if the post-consumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in §218-28 from solid waste in as pure a form as is technically feasible.

§218-35 Prohibitions on disposal of recyclable materials separated for recycling

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in §218-28 which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

§218-36 Hauler licensing

No person shall engage in the business of hauling recyclables within the City without being licensed by the Department of Natural Resources under §NR 502.06, Wis. Adm. Code.

§218-37 Processing facilities

Any contractor operating in the City shall not transport for processing any recyclables to a processing facility unless that facility has been approved,

in writing, by the City and, by January 1, 1995, the facility has self-certified with the Department of Natural Resources under §NR 544.16, Wis. Adm. Code.

§218-38 Antiscavenging or unlawful removal of recyclables

It shall be unlawful for any person, unless under contract with or licensed by the City, to collect or remove any recyclable material that has been deposited or placed at the curb or in a container adjacent to a home or nonresidential building for the purpose of collection for recycling.

§218-39 Dumping prohibited

A. It shall be unlawful for any person to dispose of or dump garbage in any street, alley or other public place within the City or in any receptacles or on private property without the owner's consent unless it is placed in bags or containers in the manner and at the times specified by this article and §218-4 of this chapter.

B. No person shall place for collection any garbage at the curb of property not owned or occupied by such person.

§218-40 Burning or burying prohibited

It shall be unlawful for any person to burn or bury solid waste or recyclables unless such person is authorized or licensed to do so by the Department of Natural Resources.

§218-41 Nondisposable materials

[Amended 12-15-1998 by Ord. No. 98-1526]

No person shall place for disposal or municipal collection any of the following wastes: hazardous and toxic wastes, chemicals, explosives, flammable liquids, paint, trees and stumps, construction debris (excepting a minor amount not exceeding the equivalent volume of a thirty-two-gallon container per curbside collection), carcasses, medical wastes. Infectious waste, including sharps, may not be included in curbside garbage and must undergo treatment that shall render the waste noninfectious.

§218-42 Garbage from outside of municipality

No person shall bring refuse for disposal (and recyclables) from outside the corporate limits into the City unless authorized by written agreement with the City.

§218-43 Hauler restrictions

A. Haulers may not dispose in a landfill or burn in a solid waste facility any recyclable materials generated in the City that have been separated for recycling.

B. Haulers shall not compact glass with paper during collection and transport of recyclables to a processing facility or market, and shall maintain materials in marketable condition.

§218-44 Right to reject materials

The hauler has the right to reject or leave at the curb any recyclable material that is not prepared according to the specifications in this article or in education material provided by the contractor or the City to the service recipients. Materials may also be left if not separated from solid waste, placed in the proper containers or are not designated recyclable materials for collection. The hauler also has the right to refuse to pick up any solid waste if it contains recyclable containers or material. In such cases, the hauler shall notify the generator of the materials about the reasons for rejecting the items, in writing. The hauler shall also keep a list of such occurrences and provide it to the City at least quarterly each year.

§218-45 Hauler licensing

Haulers who collect solid waste or recyclables in the City for storage, treatment, processing, marketing or disposal shall obtain and maintain all necessary municipal, federal and state permits, licenses and approvals prior to collecting any materials in the City.

§218-46 Reporting requirements

The recycling haulers and processors operating in the municipality are required to maintain records and report, in writing, to the City at least quarterly each year. Reports shall include: the amount of solid waste and recyclables collected and transported from the municipality; the amount of solid waste and recyclables processed and/or marketed by item type from the municipality; and the final disposal location of solid waste and recyclable material. Failure to report shall be cause for the municipality to revoke any license or sever any contract with the hauler/processor.

§218-47 Ownership of recyclables and refuse

Recyclable materials, upon collection by any permitted collection contractor, shall become the property of the contractor.

§218-48 Exemption

The City reserves the right to designate additional waste materials as recyclable or currently collected materials as no longer recyclable in accordance with state law and to either add or delete them from any collection services provided by the City or its contractors. The City shall publish any such change in designated recyclable materials.

§218-49 Collection schedule

The City shall establish the time of collection of solid waste and recyclables, and the Clerk shall publish such collection schedule upon its inception and at any time when the collection schedule is changed.

§218-50 Specified containers

A. Solid waste shall be placed for collection in bags or containers, as set forth under §218-4 of this chapter.

B. Recyclables shall be placed in recyclable bins approved by the City. Yard waste shall not be enclosed in plastic bags, except dry leaves, which for the fall leaf collection only may be contained in fifty-five-gallon-size plastic bags, full weight not to exceed 80 pounds. Brush shall be packaged so as not to exceed one foot in diameter and five inches in length. Wooden logs cannot exceed five inches in length or six inches maximum cross-sectional dimension. Collection of materials under this subsection shall be limited to five cubic yards per residence per each collection.

§218-51 Placement of recyclables and solid waste for collection

Except as otherwise specifically directed or authorized by the City, solid waste and recycling containers shall be placed within five feet of the curblin or the edge of roadway pavement, adjacent to the premises owned or occupied by the person. Materials should be placed out for collection according to the scheduled days established and published by the City. All collections shall occur between the hours of 7:00 a.m. and 6:00 p.m.

§218-52 Enforcement

A. For the purpose of ascertaining compliance with the provisions of this article, the Director of Public Works or his or her designee may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to such authorized officer of the City who requests access for purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.

B. Any person who violates a provision of this article may be issued a citation by the City Director of Public Works or his or her designee to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this section.

C. Penalties for violating this article may be assessed as follows:

(1) Any person who violates §218-35 may be required to forfeit \$50 for a first violation, \$200 for a second violation and not more than \$2,000 for a third or subsequent violation. Each day that a violation continues shall constitute a separate violation. To such forfeiture shall be added the costs of prosecution and, in default of payment of such forfeiture and costs, shall be imprisoned in the county jail or house of correction until paid, but not exceeding 90 days.

(2) Any person who violates any provision of this article except §218-35 may be required to forfeit not less than \$10 nor more than \$1,000 for each violation. Each day that a violation continues shall constitute a separate violation. To such forfeiture shall be added the costs of prosecution and, in default of payment of such forfeiture and costs, shall be imprisoned in the county jail or house of correction until paid, but not exceeding 90 days.

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 following its passage and publication, and then upon April 30, 2026.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS & RECOMMENDATIONS	Budget Preparation Timetable for the 2027 Budget	ITEM NUMBER M 22.

Per Section 13-2.A. of Chapter 13, "Budget", of the Franklin Municipal Code, it states that "Each year the Mayor shall present a budget timetable to the Common Council no later than the first Tuesday in May, for the review and approval of the Common Council."

This year's proposed schedule reflects a similar schedule to the ones used in recent years and also incorporates the timeline for Finance Committee review of the Mayor's Recommended Budget per the municipal code change in 2020. Please note the budget process from release to approval is compressed due to where the meetings fall on the calendar. If additional time is needed to adopt the final budget, calculation of property taxes may be hindered.

As noted in the timetable, the initial release and presentation of the Mayor's Recommended Budget and major budget initiatives will occur at the regularly scheduled Common Council Meeting of September 15, 2026. The remainder of the budget timetable coincides with regularly scheduled Committee of the Whole and Common Council meetings except for the need for a Special Committee of the Whole meeting to be scheduled for Monday, October 26th. The Common Council Meeting set for November 17th, 2026 is important in adopting the 2027 budget in a timely manner so the Finance and Treasury Department can work on property tax preparation.

As noted in prior years, the November 17th public hearing date does not provide any opportunity to delay adoption of the budget to a future regular Common Council meeting due to the work necessary to prepare and distribute property tax bills. As such, if not adopted on November 17th, then a Special Common Council meeting for shortly thereafter would be necessary. The expectation is that this would not be necessary as the Common Council would already have had the budget to consider for 9 weeks.

COUNCIL ACTION REQUESTED

Motion to adopt the 2027 Annual Budget - Budget Preparation Timetable, dated March 17, 2026, as presented, subject to any future regular meeting schedule changes if so made by the Common Council.

Mayor – JN / DOA – KH

BUDGET PROCESS AND CALENDAR

Section 13-2. A. of the Municipal Code of the City of Franklin designates the Mayor as the key figure in the budget process. Annually, the Mayor, with the support of the Director of Administration, Director of Finance and Treasurer, all other department heads, and other staff, as the Mayor deems appropriate, is responsible for the preparation of the Mayor's Recommended Annual Budget. This comprehensive financial plan for the City's affairs for the upcoming year is then submitted to the Finance Committee for review. The Mayor's presentation of the budget timetable to the Common Council no later than the first Tuesday in May marks the beginning of the review and approval process by the Common Council.

The annual budget is a comprehensive document that includes:

- Expenses of conducting each department and activity of the City for the ensuing fiscal year and corresponding items for the current year and last preceding fiscal year, with reasons for increase and decrease recommended compared with the current year's appropriations.
- An itemization of all anticipated income of the City from sources other than general property taxes and bond proceeds, with a comparative statement of the amounts received from each source for the last preceding and current fiscal year.
- An itemization of the amount of money to be raised from general property taxes, which, with income from other sources, will be necessary to meet the proposed expenditures.
- Any other information required by the Council and State law.

As mandated by law, the Common Council conducts a public hearing on the proposed budget before final approval. This public hearing is a crucial part of our commitment to transparency, ensuring that all stakeholders are fully informed and have the opportunity to provide feedback on the proposed budget. Your input is highly valued in this process and is a key factor in the final approval of the budget.

Once the Common Council has approved the annual budget, any changes to the tax amount, appropriations, or their purposes can only be made with a two-thirds vote of the entire Council membership. This underscores the significant role the Council plays in the budget approval process. Your decisions and votes directly influence the financial planning and operations of the City. Furthermore, any such amendments must be promptly published in the Official City Newspaper within ten days of approval. As per the law, the Common Council holds a public hearing on the proposed budget before final approval.

No money is to be drawn from the treasury of the City or any obligation for the expenditure of money be incurred, except in pursuance of the annual appropriation in the adopted budget or when changed as authorized. At the close of each fiscal year, any unencumbered balance of an appropriation reverts to the general fund and is subject to re-appropriation. Appropriations may be made by the Common Council, to be paid out of the income of the current year, for improvements or other objects or works that will not be completed within such year, and any such appropriations continue until the purpose for which it was made has been accomplished or abandoned.

**CITY OF FRANKLIN
2027 ANNUAL BUDGET
BUDGET PREPARATION TIMETABLE
March 17, 2026**

Wednesday, April 8:	2027 Budget Preparation Timetable presented to the Common Council.
Monday, June 8:	The budget process begins internally.
Tuesday, September 15:	Presentation of the Mayor's Recommended Budget to the Common Council.
September 16 – October 9:	Finance Committee review of the Mayor's Recommended Budget & Alderpersons may contact department heads with budget-related questions.
Tuesday, October 6:	Regular Common Council meeting, update on progress of the budget.
Tuesday, October 20:	Common Council discussion and decision regarding Finance Committee recommendations and initial changes to the budget. Last day for budget changes to be included in the Public Hearing Notice.
Wednesday, October 21:	Prepare and submit the Budget Public Hearing Notice to the City's official newspaper.
October 20 – November 17:	Continue deliberation of the proposed budget.
Wednesday, October 28:	Publication of Preliminary Budget and Public Hearing Notice in the City's official newspaper.
Monday, October 26:	*Special —The Committee of the Whole Meeting will discuss necessary budget topics. <i>(If needed)</i>
Tuesday, November 4:	Continue deliberation of the proposed budget at this regular Common Council Meeting.
Tuesday, November 17:	<u>Common Council Meeting</u> : Public Hearing on the 2027 Annual Budget and Adoption.

Note: Subsequent actions that may affect the Common Council's regular meeting schedule may impact this calendar.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 17, 2026
REPORTS AND RECOMMENDATIONS	Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER 23.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 03/17/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM/NUMBER H.
See attached License Committee Meeting Minutes from the License Committee Meeting of March 17, 2026. COUNCIL ACTION REQUESTED Approval of the Minutes of the License Committee Meeting of March 17, 2026.		

CITY CLERK'S OFFICE



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
March 17, 2026 – 6:10 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2025-2026 New	Shawn Murphy Tail Spin Pub & Pizza			
Day Care 2025-2026	Elevate Early Learning, LLC DBA Elevate Early Learning 9651 W Drexel Avenue Paige Lehr-Bogan – On Site Director/Manager			
3.	Adjournment	Time:		

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/17/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated February 27, 2026 through March 12, 2026 Nos. 206213 through Nos. 206388 in the amount of \$ 1,771,533.76. Also included in this listing are EFT Nos. 6410 through EFT Nos. 6425, Library vouchers totaling \$ 1,511.67, Tourism vouchers totaling \$ 350.00 and Water Utility vouchers totaling \$ 129,429.19. Voided checks in the amount of \$ (452.86) are separately listed.

Early release disbursements dated February 27, 2026 through March 11, 2026 in the amount of \$ 594,048.28 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated March 6, 2026 is \$ 483,001.83, previously estimated at \$ 478,000. Payroll deductions dated March 6, 2026 are \$ 272,646.09, previously estimated at \$ 291,000.

The estimated payroll for March 20, 2026 is \$ 484,000 with estimated deductions and matching payments of \$ 564,000.

The estimated payroll for April 3, 2026 is \$ 490,000 with estimated deductions and matching payments of \$ 277,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of March 12, 2026 in the amount of \$ 1,771,533.76
- Payroll dated March 6, 2026 in the amount of \$ 483,001.83 and payments of the various payroll deductions in the amount of \$ 272,646.09 plus City matching payments and
- Estimated payroll dated March 20, 2026 in the amount of \$ 484,000 and payments of the various payroll deductions in the amount of \$ 564,000, plus City matching payments.
- Estimated payroll dated April 3, 2026 in the amount of \$ 490,000 and payments of the various payroll deductions in the amount of \$ 277,000, plus City matching payments.

ROLL CALL VOTE NEEDED