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CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
WEDNESDAY, NOVEMBER 4, 2026 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. A Proclamation Honoring Crash Responder Safety Week, November 2-6, 2026.
 - 2. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of October 20, 2026.
- D. Hearings.
- E. Organizational Business.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Resolution to Purchase Additional Wetland Mitigation Credits for the S. 116th Street Trail Project in the Amount of \$77,272.00.
 - 2. A Resolution to Issue Willkomm Excavating & Grading Inc. Change Order No. 2 for S. 116th Street Trail Project in the Amount of \$55,000.00.
 - 3. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the Capital Improvement Fund to Provide \$62,000 of Appropriations for the WISDOT Engineering Services and Related Eligible Improvements for the Planned Traffic Signal at Wis241/South 27th Street.
 - 4. Franklin Civic Celebrations Commission Event, Request for Spending Authority for 2027.
 - 5. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the General Fund to Transfer \$32,000 of Contingency Appropriations to Fire Department Vehicle Maintenance to Repair the Ladder Truck's Main Fire Pump.
 - 6. A Resolution to Permit Filing Fees for Specific Properties.
 - 7. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the TID 11 Capital Projects Fund to Provide \$276,000 of Appropriations for the WilCraft Can Properties, LLC Environmental Studies and Remediation Grant.
 - 8. A Resolution Authorizing Certain Officials to Execute an Agreement for Donated Licensing for 1-Year of Tranquility AI Inc, TimePilot Software.
 - 9. Confirmation of the Appointment of Jean Schultz as Director of Health and Human Services. The Common Council may enter closed session pursuant to Wis. Stats.

- §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
10. *VH PVR, LLC v. City of Franklin*, Milwaukee County Circuit Court, Case No. 26-CV-7463. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate
 11. *Franklin Public Schools, et al. v. City of Franklin Common Council, et al.*, Milwaukee County Circuit Court, Case No. 25-CV-8557, Court of Appeals Case No. 2026AP002202. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
 12. Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
 13. *Basil Ryan, Jr., et al. v. City of Franklin*, Milwaukee County Circuit Court, Case No. 25-CV-5866, Court of Appeals Case No. 2026AP002025. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of November 4, 2026.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

**Notice is given that a majority of the Civic Celebration Committee may attend this meeting to gather information about an agenda item over which the Civic Celebration Committee has decision-making

responsibility. This may constitute a meeting of the Civic Celebration Committee, per State ex rel. *Badke v. Greendale Village Board*, even though the Civic Celebration Committee will not take formal action at this meeting.

***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:

November 5	Plan Commission	6:00 p.m.
November 17	Common Council	6:30 p.m.
November 19	Plan Commission	6:00 p.m.
November 26 & 27	City Hall Closed-Thanksgiving	

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City of Franklin Proclamation

HONORING CRASH RESPONDER SAFETY WEEK NOVEMBER 2–6, 2026

WHEREAS, each year, Crash Responder Safety Week is set aside to recognize the often lifesaving work of our crash responders. This year's theme is "Move Over or Slow Down, Lives Are on the Line"; and

WHEREAS, all drivers on Wisconsin roadways have a responsibility to follow the laws (Move Over or Slow Down law- Stat. 346.072 and Wisconsin Act 115 – Banning Cell Phone Use in an Emergency Response Area) and take every precaution necessary to reduce the risk of secondary crashes; and

WHEREAS, in 2025, in Wisconsin emergency responders responded to over 128,000 traffic crashes. Of those, 2068 crashes occurred in work zones, resulting in 620 injuries and 7 fatalities; and

WHEREAS, in 2025 first responders from the City of Franklin responded to 584 crashes resulting in 69 injuries and 0 fatalities: and

WHEREAS, at every crash scene, emergency responders – including fire, law enforcement, emergency medical service providers, and towing and transportation services – are at risk of being struck and injured, or even killed, in a secondary crash; and

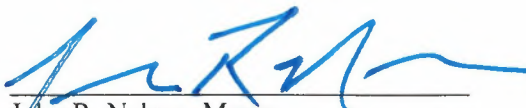
WHEREAS, in 2025 a total of 36 first responders across the United States have been lost due to struck-by-incidents on our roadways; and

WHEREAS, our first responders play a key role in keeping our roadways and communities safe; let's do our part to keep them safe as well; and

WHEREAS, the City of Franklin joins the Wisconsin Department of Transportation, recognizing the need for public awareness and acknowledgment that we are all responsible for preventing secondary crashes that endanger the lives of our dedicated emergency personnel.

NOW THEREFORE, I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, do hereby proclaim November 2 through November 6, 2026, as: CRASH RESPONDER SAFETY WEEK in the City of Franklin and urge all citizens to learn more about roadway crash safety and to recognize the hard work of our emergency responders.

Presented to the City of Franklin Plan Commission this 20th day of August, 2026.


John R. Nelson, Mayor

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 20, 2026
MINUTES

ROLL CALL	A.	The regular meeting of the Franklin Common Council was held on October 20, 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 Johnson, Alderwoman Eichmann, Alderman Hasan, Alderwoman Kresovic, Alderman Salous, and Alderwoman Kenney. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski, City Attorney Christina Lucchesi and City Clerk Shirley Roberts.
CITIZEN COMMENT	B.	Citizen comment period was opened at 6:31 p.m. and was closed at 6:38 p.m.
MINUTES OCTOBER 2, 2026	C.1	Alderman Johnson moved to approve the minutes of the Special Common Council meeting of October 2, 2026, as presented. Seconded by Alderwoman Kenney. All voted Aye; motion carried.
MINUTES OCTOBER 6, 2026	C.2.	Alderwoman Eichmann moved to approve the minutes of the Common Council meeting of October 6, 2026, as presented. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.
MAYORAL APPOINTMENT	E.	Alderman Hasan moved to confirm the following Mayoral Appointment: David Ahles, 4277 W. College Ave., Ald. Dist. 3 – Economic Development Commission, 1 year unexpired term expiring 06/30/27. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
RES. NO. 2026-8538 AWARD S 76 TH ST BID	G.1.	Alderwoman Kresovic moved to adopt Resolution No. 2026-8538, A RESOLUTION TO AWARD THE SOUTH 76 TH STREET WATER MAIN EXTENSION PROJECT TO THE LOWEST BIDDER, TJ EXCAVATORS IN THE AMOUNT OF \$558,870.48. Seconded by Alderwoman Kenney. All voted Aye; motion carried.
S 92 ND ST WATER MAIN BID	G.2.	Alderwoman Kenney moved to authorize staff to solicit and receive bids for the S. 92 nd Street and W. Ryan Road water main extension project. Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.
RES. NO. 2026-8539 LANDMARK STRUCTURES I, LP CHANGE ORDER NO. 4	G.3.	Alderwoman Eichmann moved to adopt Resolution No. 2026-8539, A RESOLUTION TO ISSUE LANDMARK STRUCTURES I, LP A CHANGE ORDER NO. 4 FOR ELEVATED WATER STORAGE TANK (CONTRACT B) AT

8120 S. LOVERS LANE ROAD (TKN 801-9986-000) TO DECREASE THE REVISED CONTRACT PRICE BY \$80,995.41. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. NO. 2026-8540
WISDOT
ENGINEERING COST
SHARING

G.4. Alderwoman Kresovic moved to adopt Resolution No. 2026-8540, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR COST SHARING OF WISDOT ENGINEERING SERVICES BETWEEN THE CITY OF OAK CREEK AND THE CITY OF FRANKLIN FOR THE PLANNED TRAFFIC SIGNAL AT WIS 241/SOUTH 27TH STREET, TOGETHER WITH RELATED IMPROVEMENTS AT THE I-94 EASTBOUND AND WESTBOUND RAMPS contingent upon all necessary signatures, substantially in the form presented to the Common Council, and subject to approval as to form by the City Attorney. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. NO. 2026-8541
DEBT PLANNING

G.6. Alderman Johnson moved to adopt Resolution No. 2026-8541, A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$10,200,000 IN GENERAL OBLIGATION DEBT TO FUND CRITICAL CAPITAL IMPROVEMENT PROJECTS. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

RES. NO. 2026-8542
SALE OF PROMISSORY
NOTES

G.5. Alderwoman Kresovic moved to adopt Resolution No. 2026-8542, A RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$10,200,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026A. Seconded by Alderwoman Kenney. On roll call, all voted Aye. Motion carried.

ARCTIC WOLF
CONTRACT

G.7. Alderman Hasan moved to execute a three-year contract with Arctic Wolf for replacement MDR, EDR, and security awareness training services for the first-year cost of \$57,534.21, funded by Account 01-144-5257 (IT Software Maintenance). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. NO. 2026-8543
FLOOR CLEANING
AND RESTORATION

G.8. Alderwoman Kenney moved to adopt Resolution No. 2026-8543, A RESOLUTION TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE A CONTRACT WITH LIPPERT TILE COMPANY, INC. TO PROVIDE FLOOR CLEANING AND RESTORATION SERVICES AT THE CITY HALL MUNICIPAL BUILDING IN THE LOBBY, LOBBY BATHROOMS, AND COMMUNITY ROOM IN AN AMOUNT NOT-TO-EXCEED \$22,700.

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

2027 EMPLOYEE
BENEFIT PROGRAMS

- G.13. Alderwoman Eichmann moved to put over to the December 1, 2026 common council meeting. Seconded by Alderwoman Kenney. On roll call, Alderwoman Kenney, Alderman Salous, Alderman Hasan, Alderwoman Eichmann and Alderman Jonson voted Aye; Alderwoman Kresovic abstained. Motion carried.

RECOMMENDED
CHANGES TO 2027
MAYOR'S BUDGET

- G.9. Alderwoman Eichmann moved to amend the 2027 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule be included in the Proposed 2027 City of Franklin Budget for the Public Hearing scheduled for November 17, 2026. Seconded by Alderwoman Kresovic. On roll call, all voted Aye. Motion carried.

FRANKLIN LIBRARY
ANNUAL REPORT

- G.10. Information only. No action to be taken.

AMEND §55-17 OF
MUNICIPAL CODE

- G.11. Director of Administration Hersh requested this item be removed and will be brought back to council at a later date.

CLOSED SESSION
WASTE
MANAGEMENT
METRO LANDFILL
EXPANSION DENIAL

- G.14. Alderwoman Eichmann moved to enter closed session at 8:05 p.m. pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation upon the Waste Management Metro Landfill Expansion Wetland Disturbance Application Wisconsin Department of Natural Resources Denial Order, in which the City is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Kenney. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 8:05 p.m.

Mayor Nelson reconvened at 8:10 p.m.

Upon reentering open session at 8:29 p.m., Alderwoman Kenney moved to proceed as discussed in closed session. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.

RETIREE HEALTH
INSURANCE

- G.12. Alderwoman Kenney moved to amend the Employee Handbook provision applicable to non-represented Fire Department employees covered under the Fire Department Command Staff retiree health insurance provision to reduce the required full-time

City service for eligibility from 20 years to 15 years, effective for retirements occurring on or after January 1, 2026; to retain all other existing eligibility and benefit terms; and to direct Human Resources and Finance to implement the necessary updates. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of October 20, 2026.

Grant New 2026-2027 Class B Combination, Entertainment & Amusement License to LM Rueth LLC, DBA Swiss Street Pub & Grille, Linda Rueth, Agent, 11430 W Swiss Street;
Grant New 2026-2027 Operator License to Megan Thomas;
Hold New 2026-2027 Operator License for appearance & correction of application for Ryan Wunderlich;

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

VOUCHERS AND
PAYROLL

- I. Alderman Johnson moved to approve City vouchers with an ending date of October 14, 2026 in the amount of \$2,278,385.23, and payroll dated October 16, 2026 in the amount of \$477,964.02 and payments of the various payroll deductions in the amount of \$268,745.84 plus City matching payments, and Estimated payroll dated October 30, 2026 in the amount of \$500,000 and payments of the various payroll deductions in the amount of \$559,000, plus City matching payments. Seconded by Alderwoman Kenney. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Kenney moved to adjourn the meeting of the Common Council at 8:32 p.m. Seconded by Alderman Johnson. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/4/2026
REPORTS AND RECOMMENDATIONS	A RESOLUTION TO PURCHASE ADDITIONAL WETLAND MITIGATION CREDITS FOR THE S. 116TH STREET TRAIL PROJECT IN THE AMOUNT OF \$77,272.00	ITEM NUMBER A. 1. Dist. # 6

BACKGROUND

The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive.

In August of 2026, the Engineering Department came to Council explaining the reasoning for the additional wetland mitigation credits needed and the costs associated with them. At the time, our estimate was not to exceed \$60,000. Now that we have the final cost, the additional wetland credits to mitigate the impacts of the S. 116th St. trail construction project is \$77,272.00. Below is a brief explanation of the background.

- 1) The original wetland credit purchase in Aug 2023 of \$142,500 was for a mix of wet meadow, shrub car & sedge meadow (last attachment)
- 2) The design was changed due to constructability concerns and survey data and a change order to the contractor was approved. This past August, GRAEF estimated the delta in wetland impacts to be 0.4 credits and estimated the additional of \$60k for council approval based on past purchases.
- 3) The revised design impacted 1.22 acres (+0.43 compared to initial design) of wet meadow and less 0.08 of shallow marsh/sedge meadow (-0.13 acres compared to initial design) as shown in the table below.

Figure 1

Wetland Type	ACOE 2023 Mitigated Purchased Wetlands (AC)	2026 Total Wetland Impacts (AC)	2026 Outstanding Mitigation Purchase (AC)
Scrub Shrub/Shrub Carr	0.16	0.16	0.00
Shallow Marsh/Sedge Meadow	0.21	0.08	0.00
Wet Meadow	0.55	0.98	0.43
Project Total:	0.92	1.22	0.43
<p>Wetland area Mitigated for in 2023 and purchased.</p> <p>*Through multiple rounds of coordination among WDNR, ACOE, and GRAEF, and due to the extensive correspondence and iterative revisions, we do not have a definitive record that reconciles each area change to the final reported values shown here after the artificial wetland exemptions were added.</p> <p>Current wetland impacts on the project including the WDNR exempted wetlands and those already mitigated for.</p> <p>Comparison of total wetland impacts (Figure 1) versus purchased credits. Deficit not available as credit for other habitat type</p>			

- 4) In final coordination with ACOE – we learned that credit dollars can not transfer between types of wetlands (we had thought we would only have to mitigate the “total” differential of 0.3 acres of wet meadow which would have been approx. \$60k. Since the dollars can not transfer between wetland types, we have to mitigate the additional 0.43 acres of wet meadow impacts at a 1.2:1 ratio for a total of 0.52 wet meadow impacts which translates to the \$77,272.00 that will need to be paid to gain final ACOE approval.

STAFF RECOMMENDATION

Approve the purchase of additional wetland mitigation credits of \$77,272.00.

FISCAL NOTE

This is a federally funded project through the State of Wisconsin. The federal funding for this project will be 80% of the construction costs, up to \$832,000.00.

Funding for the project is in alignment with current budget allocations under the approved capital improvement plan. No additional funds are required beyond 20% of the construction costs.

COUNCIL ACTION REQUESTED

Motion to Approve a Resolution to Purchase Additional Wetland Mitigation Credits for the S. 116th Street Trail Project in the Amount of \$77,272.00.

Engineering – MNP; DOA – KH; Finance – DB

AFFIDAVIT OF CREDIT PURCHASE

Wetland Mitigation Bank Owner Information

Bank:	Barnes Prairie Wetland Mitigation Bank
Seller:	Barnes Prairie
Address:	4011 80 th Street, Kenosha, WI 53142
Contact:	Daniel Szczap
Phone:	(262) 949-3788
Email:	dan@beardevelopment.com
Owner Affidavit No.	AFF 2023-07

Applicant Information

Buyer:	City of Franklin
Contact:	Glen Morrow
Address:	9229 West Loomis Road, Franklin, WI 53132
Phone:	414-425-7510
Email:	gmorrow@franklinwi.gov

Project Information

Brief Description of Project:	116 th Street Trail Project
Acres of Wetland Impact:	0.92 acres (1.144 credits)
Cover Type:	Wet Meadow, Shrub Car & Sedge Meadow
Permit Numbers from Agencies Requiring Mitigation:	WDNR IP-SE-2023-41-00862 ACOE MVP-2021-01259-MWM

Location of Wetlands Impacted

County:	Milwaukee
Basin Service Area:	Southwest Lake Michigan
Township/Range & 1/4-1/4 Section:	T5N, R21E, Section 18, 19 and 30

COMPENSATION DETAILS

Replacement Ratio by Wetland Cover Type:	Wet Prairie (0.55 * 1.2)
Number of Credits of Each Wetland Cover Type Being Purchased:	0.66

Replacement Ratio by Wetland Cover Type:	Sedge Meadow (0.16 * 1.45)
Number of Credits of Each Wetland Cover Type Being Purchased:	0.232

Replacement Ratio by Wetland Cover Type:	Sedge Meadow (0.21 * 1.2)
Number of Credits of Each Wetland Cover Type Being Purchased:	0.252

1.) I certify that I have purchased 1.144 Credits from the Barnes Prairie Wetland Mitigation Bank.

Glenn E. Brown, Buyer

Dated: 9-1-2023

2.) I certify that Barnes Prairie Wetland Mitigation Bank has sold 1.144 credits to the above named applicant and that such debit has been recorded in the Barnes Prairie Wetland Bank's ledger and accounting subsystem.

Daniel Szczap, Seller

Daniel Szczap

Dated: September 1, 2023

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/4/2026
Reports & Recommendations	A Resolution to Issue Willkomm Excavating & Grading Inc. Change Order No. 2 for S. 116th Street Trail Project in the Amount of \$55,000.00.	ITEM NO. M.2. Ald. Dist. #6

BACKGROUND

The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive. Willkomm Excavating & Grading Inc. is the awarded contractor for this project. Due to the unforeseen circumstances of this area being extremely more wet than the conditions the project was initially designed, there are additional items needed to construct this project.

ANALYSIS

This change order addresses the following changes:

1. The breaker run material was added to the project due to the water levels being higher than when the trail was designed (~4 years ago). It was anticipated the higher water area near station 79+00 would need the 400 tons of breaker run to properly construct the trail embankment. During construction that area need to be expanded due to very saturated soils up and down station from there. Another major area of overrun was just south of Ryan Road. A large segment there was extremely wet and uncompacted soils. The construction team is suspecting the Waukesha Water return line project disturbed the in-situ soils there and backfilled without standard compaction since it was a green space when they came through, not a roadway/trailway.
2. We added the double straw erosion matting to the contract to stabilize the slopes that are now steeper due to the higher water level, and to ensure the slope is protected from erosion. With this work being done so very late in the season, any seed or even temp seed germination is not anticipated. The double straw mat will hold the slope through the winter, even during rainy periods, until the grass can be established in the spring.

The net amount of this change order is \$55,000.00.

FISCAL NOTE

Funds for this change order will need to be from a budget amendment to be brought to Common Council at the next meeting. A payment cannot be made until a budget amendment is approved.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2026-_____, a resolution to issue Willkomm Excavating & Grading Inc. a Change Order No. 2 for the S. 116th St. Trail project in the amount of \$55,000.00.

Engineering – MNP; DOA – KH; Finance – DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO ISSUE WILLKOMM EXCAVATING & GRADING INC., A CHANGE
ORDER NO. 2 FOR S. 116TH STREET TRAIL PROJECT IN THE AMOUNT OF
\$55,000.00.

WHEREAS, the City of Franklin awarded Willkomm Excavating & Grading Inc., for the construction of the S. 116th Street Trail project in the amount of \$893,321.53.; and

WHEREAS, previous change orders to Willkomm for this project have totaled \$486,750.00; and

WHEREAS, due to unforeseen circumstances, a change order is needed to finish constructing this project; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize change order 2 to Willkomm Excavating & Grading Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract change order with Willkomm Excavating & Grading Inc., after a budget amendment is approved by the Common Council on behalf of the City.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

_____ AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE \$62,000 OF APPROPRIATIONS FOR THE WISDOT ENGINEERING SERVICES AND RELATED ELIGIBLE IMPROVEMENTS FOR THE PLANNED TRAFFIC SIGNAL AT WIS241 / SOUTH 27TH STREET	ITEM NUMBER H.3

Background

The Wisconsin Department of Transportation ("WisDOT") has provided an Engineering Services Request (the "Services Request") for WisDOT electrical field inspection services and state-furnished traffic signal equipment associated with the planned traffic signal at WIS 241 / South 27 Street and Costco Driveway / Road B / New Public Road, together with related improvements at the I-94 eastbound and westbound ramps at West Drexel Avenue. The named improvements address development and transportation needs within both the City of Oak Creek and the City of Franklin including along or in proximity to the municipalities' shared boundary. The Services Request names the City of Oak Creek as the lead municipality for execution and administration of the Services Request.

Analysis

To establish their respective responsibilities for the costs of the WisDOT engineering services and related eligible improvements, the city of Franklin and the city of Oak Creek will execute the Intergovernmental Agreement for Cost Sharing of WisDOT Engineering Services Between the City of Oak Creek and the City of Franklin (the "Intergovernmental Agreement"). This agreement was approved at the October 20, 2026 Common Council meeting.

Fiscal Note

The Intergovernmental Agreement provides for equal cost-sharing between the city of Oak Creek and the city of Franklin of the estimated \$123,437.78 eligible project costs. The City's portion is roughly \$62,000 and a required budget amendment will need to be approved to appropriate that funding in 2026. The city will have to use contingency funding in the Capital Improvement Fund. The city has \$150,000 in contingency funding and has not been used this far.

Common Council Requested

Motion to adopt Resolution No. 2026-_____, an Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the Capital Improvement Fund to Provide \$62,000 of Appropriations for the WISDOT Engineering Services and Related Eligible Improvements for the Planned Traffic Signal at WIS241 / South 27th Street.

Engineering - MP

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026 - _____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712,
AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGETS FOR THE CAPITAL
IMPROVEMENT FUND TO PROVIDE \$62,000 OF APPROPRIATIONS FOR THE WISDOT
ENGINEERING SERVICES AND RELATED ELIGIBLE IMPROVEMENTS FOR THE
PLANNED TRAFFIC SIGNAL AT WIS241 / SOUTH 27TH STREET

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 Wisconsin Department of Transportation (“WisDOT”) has provided an Engineering Services Request for electrical field inspection services and state-furnished traffic signal equipment associated with the planned traffic signal at WIS 241 / South 27th Street and the Costco driveway / Road B / New Public Road, together with related improvements at the eastbound and westbound I-94 ramps at West Drexel Avenue; and

WHEREAS, the improvements address development and transportation needs within the Cities of Franklin and Oak Creek, including areas along or near the municipalities’ shared boundary; and

WHEREAS, the Common Council approved the Intergovernmental Agreement for Cost Sharing of WisDOT Engineering Services Between the City of Oak Creek and the City of Franklin at its October 20, 2026 meeting, establishing equal cost-sharing responsibilities for the estimated eligible project costs of \$123,437.78, with the City of Franklin responsible for approximately \$62,000; and

WHEREAS, an amendment to the 2026 Annual Budget is necessary to appropriate funding for the City of Franklin’s share of the eligible project costs; and

WHEREAS, the Capital Improvement Fund has \$150,000 budgeted for contingency, and those funds have not been utilized to date, providing an available funding source for the required appropriation;

WHEREAS, the 2026 Annual Budget does not currently contain sufficient appropriations for the proposed agreement and must therefore be amended to provide the necessary funding; and

WHEREAS, the funding source for this budget amendment shall be existing contingency;
NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2026 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund				
	Engineering	Contract Services	Increase	\$62,000
	Contingency		Decrease	\$62,000

- 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 _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11-4-26
REPORTS AND RECOMMENDATIONS	Franklin Civic Celebrations Commission Event, Request for Spending Authority for 2027	ITEM NUMBER 95.4.
<p>John Bergner, Chairman of the Civic Celebrations Commission, is requesting authority from the Common Council for the Commission to sign and execute contracts and agreements for the 2027 Franklin Civic Celebration. The event is planned for a 3 day celebration, July 2-4, 2027.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Motion to allow John Bergner to execute contracts and agreements for the 2027 Franklin Civic Celebration 3 day event.</p> <p>OR</p> <p>As directed.</p>		

FRANKLIN CIVIC CELEBRATION

2027 BUDGET

JULY 2 -JULY 4

INCOME

	BUDGET 2027	ACTUAL 2026
	(3 days)	(3 days)
1. DONATIONS	\$26,000.00	\$26,420.00
2. TICKET SALES, DEPOSITS	\$61,000.00	\$61,610.00
3. FOOD VENDORS	\$18,000.00	\$15,635.00
4. CITY FUNDS	\$30,000.00	\$30,000.00
5. CARNIVAL COMMISSION	\$23,000.00	\$21,748.00
6. NON-FOOD/ LICENSES	\$1,200.00	\$1,150.00
7. ATM RENTAL	\$500.00	\$482.00
8. T-SIRT SALES	\$100.00	\$640.00
9. TIPS	\$200.00	\$206.00

TOTAL INCOME	\$160,000.00	\$157,891.00
---------------------	---------------------	---------------------

EXPENSES	2027	2026
# 1. ENTERTAINMENT	\$31,000.00	\$33,350.00
2. PRINTING, TICKETS	\$3,500.00	\$3,298.00
#3. POLICE AND DPW	\$33,000.00	\$43,522.00
#4. PARADE (INCLUDES FLAGS)	\$7,000.00	\$15,903.00
#5. FIREWORKS	\$30,000.00	\$30,000.00
#6. ICE CREAM	\$1,050.00	\$985.00
#7A. BEER	\$14,000.00	\$12,595.10
#7B. WINE -BADGER	\$200.00	\$472.50
#7C. SODA	\$500.00	\$505.00
#8. SUPPLIES	\$400.00	\$1,394.00
#9. RENTAL, TENT, BAR, TABLES, CHAIR, TOILETS	\$20,000.00	\$19,496.00
#10. T-SHIRTS, FCC LOGO SHIRTS	\$2,000.00	\$5,057.00
11. SIGNS, BANNERS	\$500.00	\$440.00
#12. BACKGROUND CHECKS, LICENSE	\$210.00	\$212.00
#13. GOLF CARTS	\$1,350.00	\$1,350.00
#14.DPW SUPPLIES	\$1,700.00	\$1,635.00
#15. POSTAGE	\$200.00	\$140.00
#16. LIONS CLUB 1/2 NET PROFIT	\$2,500.00	\$2,418.00
#17. SERVICES, LISCENSE, MEMBERSHIPS	\$100.00	\$122.50
#18. ICE	\$1,000.00	\$1,044.00
TOTAL EXPENSES	\$150,210.00	\$173,939.10
NET INCOME OR LOSS	\$9,690.00	-\$15,948.10

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/4/2026
REPORTS AND RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$32,000 OF CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT VEHICLE MAINTENANCE TO REPAIR THE LADDER TRUCK'S MAIN FIRE PUMP	ITEM NUMBER 95.5.

Background

The fire department's ladder truck, a 2000 KME 102 ft. aerial platform, is currently out of service and requires emergency unplanned repairs to the main firefighting water pump. This unit responds to specific requests for service that involve large structures (hotels, industrial buildings, etc.) and specialized rescue incidents, such as vehicle crashes with entrapment. During periods when one of our engines is out of service for repair or maintenance, the ladder truck may need to be utilized to take the place of the engine that is out of service when we are not able to borrow an engine from a neighboring municipality. Due to other ongoing maintenance issues among our aging fire apparatus fleet, the ladder truck has been utilized more often.

Following this year's annual pump test and maintenance, it was noted that the component which provides lubrication to the pump drive shaft was malfunctioning and created severe damage to the shaft assembly, auto-lube unit and bearing cage. This malfunction renders the pump completely out of service and unusable for any firefighting operations. To repair this defect, a complete pump overhaul is required, which is labor intensive.

Due to the shortage of fire apparatus countywide and lengthy delivery times for replacement units, it is imperative to repair the fire pump on Truck 111 to ensure all three of Franklin's fire stations always have a serviceable fire apparatus available. Delivery of the City's new fire apparatus is still over 18 months away.

Recommendation

This repair would typically be funded by the fire department vehicle maintenance operating budget. The 2026 allocation for that budget line is \$43,800, with a current balance of \$6,395 remaining for the year. If emergency contingency funding is not approved, this operating budget line will be completely exhausted while still needing to maintain a fleet of 14 other emergency vehicles for the remainder of 2026.

The fire department is requesting authorization for an emergency appropriation through a budget amendment transferring \$32,000 from the 2026 General Fund - Unrestricted Contingency, Account Number 01-0199-5499 to Account Number 01-0221-5241, Auto Maintenance.

Fiscal Note

The City of Franklin has a contingency fund with an appropriation of \$733,100. Previous contingency funding appropriated \$86,500 to fund other necessary operational expenses. would leave \$701,100 in unused funds for the 2026 Annual Budget.

The GL Numbers associated with this amendment are:

General Fund

01-0199-5499 Unrestricted Contingency Decrease \$32,000

01-0221-5241 Fire Vehicle Maintenance Increase \$32,000

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 to Transfer \$32,000 of Contingency Appropriations to Fire Department Vehicle Maintenance to Repair the Ladder Truck's Main Fire Pump

Roll Call Vote Required

Fire: JCM/Finance Dept: DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-XXXX

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$32,000 OF CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT VEHICLE MAINTENANCE TO REPAIR THE LADDER TRUCK'S MAIN FIRE PUMP

WHEREAS, the Common Council of the City of Franklin adopted the 2026 Annual Budgets for the City of Franklin on November 11, 2025;

WHEREAS, the Fire Department is requesting to amend the Equipment Maintenance Fund budget to increase by \$32,000; and

WHEREAS, the Fire Department is requesting to amend the General Fund budget to decrease by \$32,000, which was approved by the Common Council on November 4, 2026.

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 and Fire Department Equipment Maintenance Fund be amended as follows:

<i>Appropriation / Expenditure</i>			
Unrestricted Contingency (01-0199-5499)	Decrease	\$32,000	

<i>Appropriation / Expenditure</i>			
Equipment Maintenance Fund (01-0221-5242)	Increase	\$32,000	

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.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of November, 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

**Rennert's Fire Equipment
Service**

615 E John St
Markesan, WI 53946
service@rennerts.com
920-398-1033



Estimate **7504**

Date: **10/12/2026**

Description: Pump Repair

Bill To
Franklin Fire Department
8901 W. Drexel Ave.
Franklin, WI 53132

Remit Payment To
Rennert's Fire Equipment Service
615 E John St
Markesan, WI 53946

Service Order**Purchase Order****Authorizer**

7504

Item	Description	Quantity	Rate	Amount
Labor	Hale QMAX200-21L Serial# 79644 Hale pump overhaul Complete shaft assembly, including auto lube, and bearing cage Parts and Labor	134 55989	\$175.00	\$23,547.98
Subtotal				\$23,547.98
Labor	Pump / Test / Pump Test. Pump Test	2.16667	\$150.00	\$325.00
Subtotal				\$325.00
Labor	Option To rebuild Hale G gearbox while it's out of the truck Parts and Labor	42.92006	\$175 00	\$7,511.01
Subtotal				\$7,511.01
Shop Supplies				\$250.00

Item	Description	Quantity	Rate	Amount
Unit: 204/E112	VIN: IK9AF42893NO58572			
Fleet #: 5200			Labor	\$31,383.99
2002KME			Parts	\$0.00
In Service Date: 12.00AM 9/13/2024			Subtotal	\$31,633.99
Chassis: 103,141 Miles			Local (5.5% of \$0.00)	\$0.00
			Total	\$31,633.99

*: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.

Customer Signature: _____

Printed Name: _____ Date: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2026
REPORTS & RECOMMENDATIONS	Resolution to Permit Filing Fees for Specific Properties	ITEM NUMBER District 2 J. 6.

SUMMARY

The four parcels located at 8120 S Lovers Lane Rd. (TKNs 801 9986 000, 801 9985 000, 801 9984 000, and 801 9987 000), unofficially known as “Watertower Park,” are the site of a future park proposed by the 2030 Comprehensive Outdoor Recreation Plan (CORP). The City purchased the properties in 2020, and a conceptual site plan for this future park was adopted on 20223. The site is now home to a water tower. Full development of the park will be subject to funding.

The property includes significant natural resources including wetland complexes, floodplain, woodland, and areas identified by the Southeast WI Regional Plan Commission (SEWRPC) as Secondary Environmental Corridors. These Environmental Corridors “include the best remaining woodlands, wetlands, prairies, significant wildlife habitat areas, surface water and associated floodplains and riparian buffers, and natural areas and critical species habitat sites, together with many related historic, scenic, and recreational sites (CORP).”



Figure 1 SEWRPC Environmental Corridor

DESCRIPTION

The City has partnered with the Metropolitan Milwaukee Sewerage District (MMSD) on a Reforestation and Wetland Restoration Program to be executed by Ducks Unlimited. The proposed work will result in 7 acres of wetland restoration and plant 102 trees. Any impact to these Environmental Corridors, including improvement projects, require approval of a Natural Resource Special Exception.

A formal waiver process does not currently exist for interdepartmental fees; therefore, Council approval is required. This one-time action supports the conservation and restoration of natural resources, collaboration with Milwaukee Metropolitan Sewerage District, and furthers the development of a proposed park as part of the City’s Comprehensive Outdoor Recreation Plan.

FISCAL NOTE

Filing fee revenue of \$1,000 from a single Natural Resource Special Exception application will be waived.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2026-__ authorizing a one-time waiver of permit filing fees for a Natural Resource Special Exception for the future Park located at 8120 S. Lovers Lane Rd. (TKNs 801 9986 000, 801 9985 000, 801 9984 000, and 801 9987 000) (City of Franklin, Property Owner)

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

[Draft 2026-09-25]

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING A ONE-TIME WAIVER OF PERMIT FILING FEES FOR
A NATURAL RESOURCE SPECIAL EXCEPTION FOR THE FUTURE PARK LOCATED
AT 8120 S. LOVERS LANE RD.
(TKNS 801 9986 000, 801 9985 000, 801 9984 000, AND 801 9987 000)
(CITY OF FRANKLIN, PROPERTY OWNER)

WHEREAS, the City of Franklin Engineering Department is actively working with Ducks Unlimited on the conservation and restoration of natural resources in the future park known as “Watertower Park”; and

WHEREAS, the City of Franklin has contracted with Ducks Unlimited to undertake a wetland restoration and tree planting project upon property located at 8120 S Lovers Lane Rd. (TKNs 801 9986 000, 801 9985 000, 801 9984 000, and 801 9987 000); and

WHEREAS, there is currently no formal mechanism in place to waive interdepartmental fees, requiring direct authorization from the Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin:

1. That a one-time waiver of the Natural Resource Special Exception application filing fees is hereby approved.
2. That this waiver shall be strictly limited to the properties subject to the current project and shall not be construed to establish precedent for any future requests or circumstances. These properties, located at 8120 S Lovers Lane Rd., are listed below:
TKN 801 9986 000,
TKN 801 9985 000,
TKN 801 9984 000, and
TKN 801 9987 000.

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

ONE-TIME WAIVER OF NATURAL RESOURCE SPECIAL EXCEPTION FILING FEES
RESOLUTION NO. 2026-_____

Page 2

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

City of Franklin - Water Tower Park Planting Map



Legend

PlantingPlan	
Description	
Spoil Spreading Area	
Tree Planting - Area 1	
Tree Planting - Area 2	
Tree Planting - Area 3	

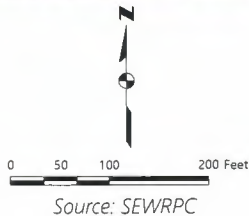
Description	Species	Spacing	Acres	TotalTrees
Tree Planting - Area 1	White Oak, Swamp White Oak, Black Oak, Shagbark Hickory, Downy Arrowwood	50 ft	4.40	75
Tree Planting - Area 2	White Oak, Swamp White Oak, Black Oak, Shagbark Hickory, Downy Arrowwood	50 ft	1.35	23
Tree Planting - Area 3	White Oak, Swamp White Oak, Black Oak, Shagbark Hickory, Downy Arrowwood	50 ft	0.27	4
Spoil Spreading Area	None	NA	0.78	0

Map X.X
Water Tower Park Management Units



Management Unit

- | | |
|---|---|
|  1 Degraded shallow, cattail marsh |  4 Tussock sedge meadow |
|  2 Dogwood-willow shrub meadow |  5 Not included in SEWRPC assessment |
|  3 Dry-mesic woods |  6 Water Tower, access, & parking area |



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE TID 11 CAPITAL PROJECTS FUND TO PROVIDE \$276,000 OF APPROPRIATIONS FOR THE WILCRAFT CAN PROPERTIES, LLC ENVIRONMENTAL STUDIES AND REMEDATION GRANT	ITEM NUMBER H.7.

Background

WilCraft Can Properties, LLC, in collaboration with WilCraft Can, LLC, a southeastern Wisconsin custom beverage-canning company, has worked with the City of Franklin for more than two years to identify a suitable site for the company's expansion facility serving the hospitality and retail industries.

WilCraft selected the former Strauss Meats processing plant for redevelopment. Environmental conditions within the building had discouraged prior prospective purchasers and required additional studies and remediation.

The environmental studies and remediation expenses were included in the Project Plan for Tax Incremental District No. 11 (TID No. 11) and presented during the TID approval process to the Common Council, Plan Commission, and Joint Review Board. The eligible work completed to date includes:

- Demolition, primarily of the ammonia cooling system
- Replacement of contaminated flooring
- Environmental studies
- Decommissioning of the ammonia system

Removal of barrels of chemicals remaining inside the facility is still to be completed. A Temporary Certificate of Occupancy has been issued, and \$276,000 of the WilCraft incentive allocation has been agreed upon for payment at this time.

Analysis

The City proposes to provide a \$276,000 incentive grant to WilCraft Can Properties, LLC for eligible environmental studies and remediation expenses pursuant to the TID No. 11 Environmental Studies and Remediation Grant Development Agreement.

Fiscal Note

TID No. 11 has not yet begun generating tax increment revenue. The TID No. 11 Project Plan, as approved by the Common Council, incorporated an interfund advance from the General Fund to support eligible project expenses, including this \$276,000 environmental studies and remediation grant to WilCraft Can Properties, LLC. The advance will be repaid to the General Fund once sufficient tax increment is generated by TID No. 11.

Common Council Requested

Motion to adopt Resolution No. 2026- _____, an Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the TID 11 Capital Projects Fund to Provide \$276,000 of Appropriations for the WilCraft Can Properties, LLC Environmental Studies and Remediation Grant.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026 - _____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712,
AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGETS FOR THE TID 11 CAPITAL
PROJECTS FUND TO PROVIDE \$276,000 OF APPROPRIATIONS FOR THE WILCRAFT
CAN PROPERTIES, LLC ENVIRONMENTAL STUDIES AND REMEDIATION 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, WilCraft Can Properties, LLC, in collaboration with WilCraft Can, LLC, a southeastern Wisconsin custom beverage-canning company, has worked with the City of Franklin for more than two years to identify a suitable site for the company's expansion facility serving the hospitality and retail industries; and

WHEREAS, WilCraft Can Properties, LLC selected the former Strauss Meats processing plant for redevelopment, and environmental conditions within the facility had discouraged prior prospective purchasers and required additional environmental studies and remediation; and

WHEREAS, Tax Incremental District No. 11 ("TID No. 11") was in the planning process when the project was being developed, and eligible environmental studies and remediation expenses were incorporated into the TID No. 11 Project Plan approved by the Common Council; and

WHEREAS, the environmental studies and remediation work completed to date by WilCraft includes demolition, primarily of the ammonia cooling system; replacement of contaminated flooring; environmental studies; and decommissioning of the ammonia system; and

WHEREAS, TID No. 11 has not yet begun generating tax increment revenue; and

WHEREAS, the TID No. 11 Project Plan, as approved by the Common Council, incorporated an interfund advance from the General Fund to support eligible project expenses prior to the generation of sufficient tax increment revenue, with repayment to the General Fund once sufficient increment is generated; and

WHEREAS, a budget amendment is necessary to appropriate funding for the City's \$276,000 grant commitment and to implement the interfund advance contemplated in the approved TID No. 11 Project Plan;

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2026 Budget for the Capital Improvement Fund be amended as follows:

TID 11 Capital Projects Fund

Econ Dev.	Remediation Grant	Increase	\$276,000
-----------	-------------------	----------	-----------

- 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 ____

June 18, 2026

PROJECT PLAN

City of Franklin, Wisconsin

Tax Incremental District No. 11

Franklin Business Park



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

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

TABLE OF CONTENTS

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

SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

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

AUTHORITY

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

ESTIMATED TOTAL PROJECT COST EXPENDITURES

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

INCREMENTAL VALUATION

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

EXPECTED TERMINATION OF DISTRICT

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

SUMMARY OF FINDINGS

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

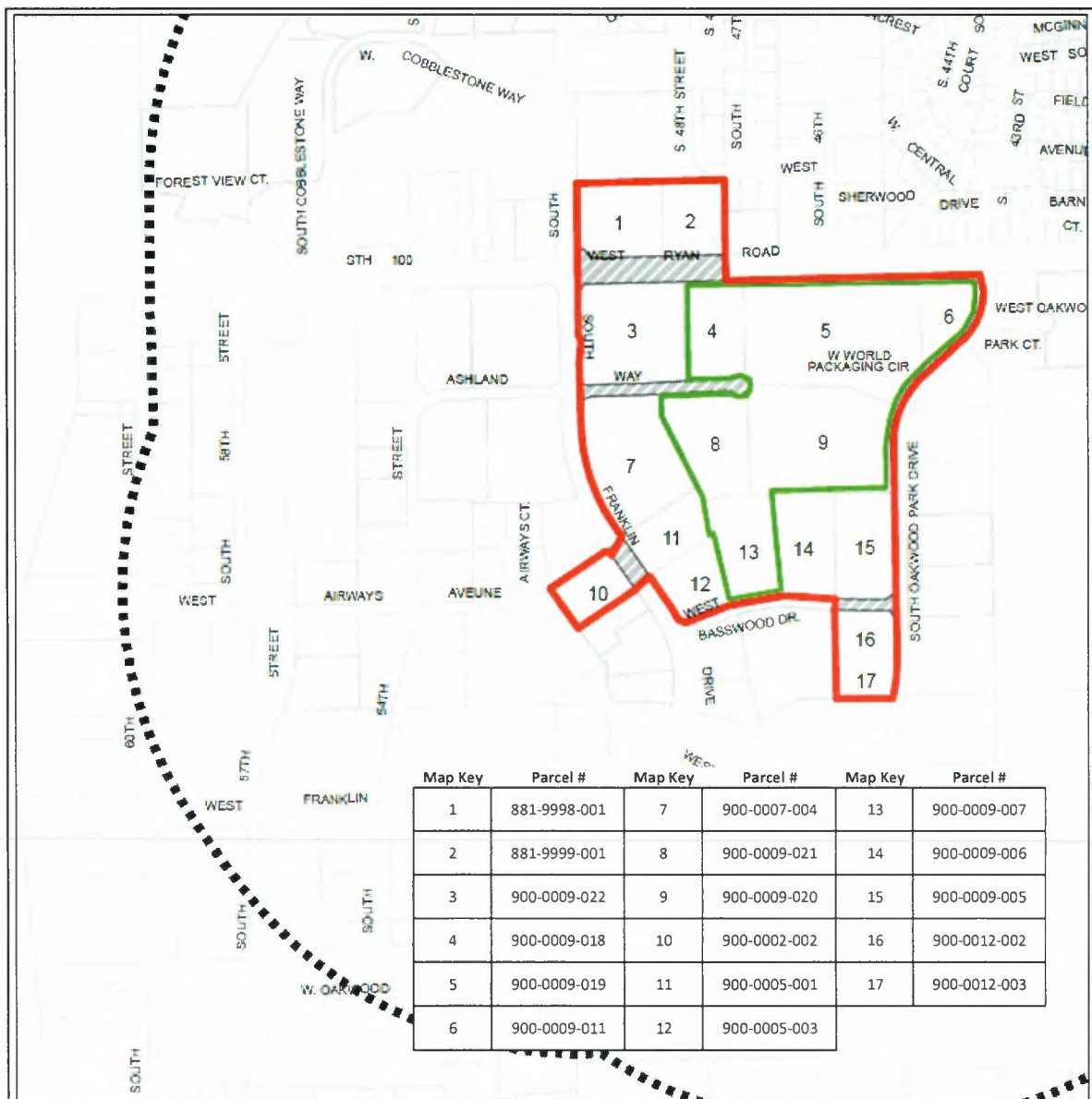
1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered the substantial private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

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

SECTION 2:

Preliminary Maps of Proposed District Boundary

Maps Found on Following Pages.



Franklin Proposed TID 11 Exhibit A



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

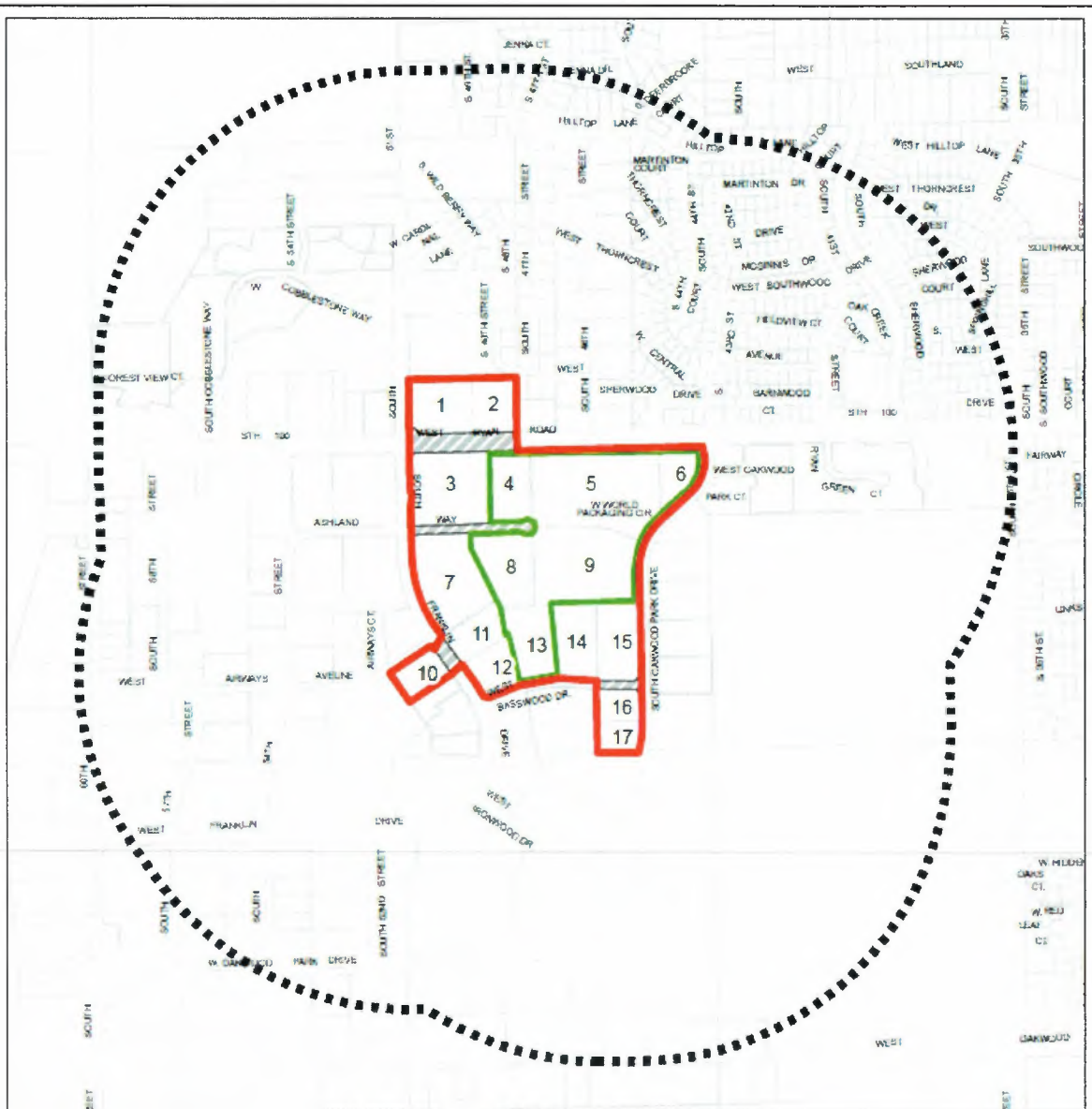
- TID 11 Boundary and Area
- Initial Industrial Project Area
- ROW - 6.8 Acres
- Half Mile Buffer



0 200 400 600 800 1000 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.

Project: Franklin TID 11, 11 revision, 2020/05/11 P. 11 revision, 2020/05/11 apr



Franklin Proposed TID 11 Half Mile Boundary



GIS Department
9226 W Loomis Rd
Franklin, WI 53132
www.franklinwi.gov

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



0 250 500 750 1000 Feet

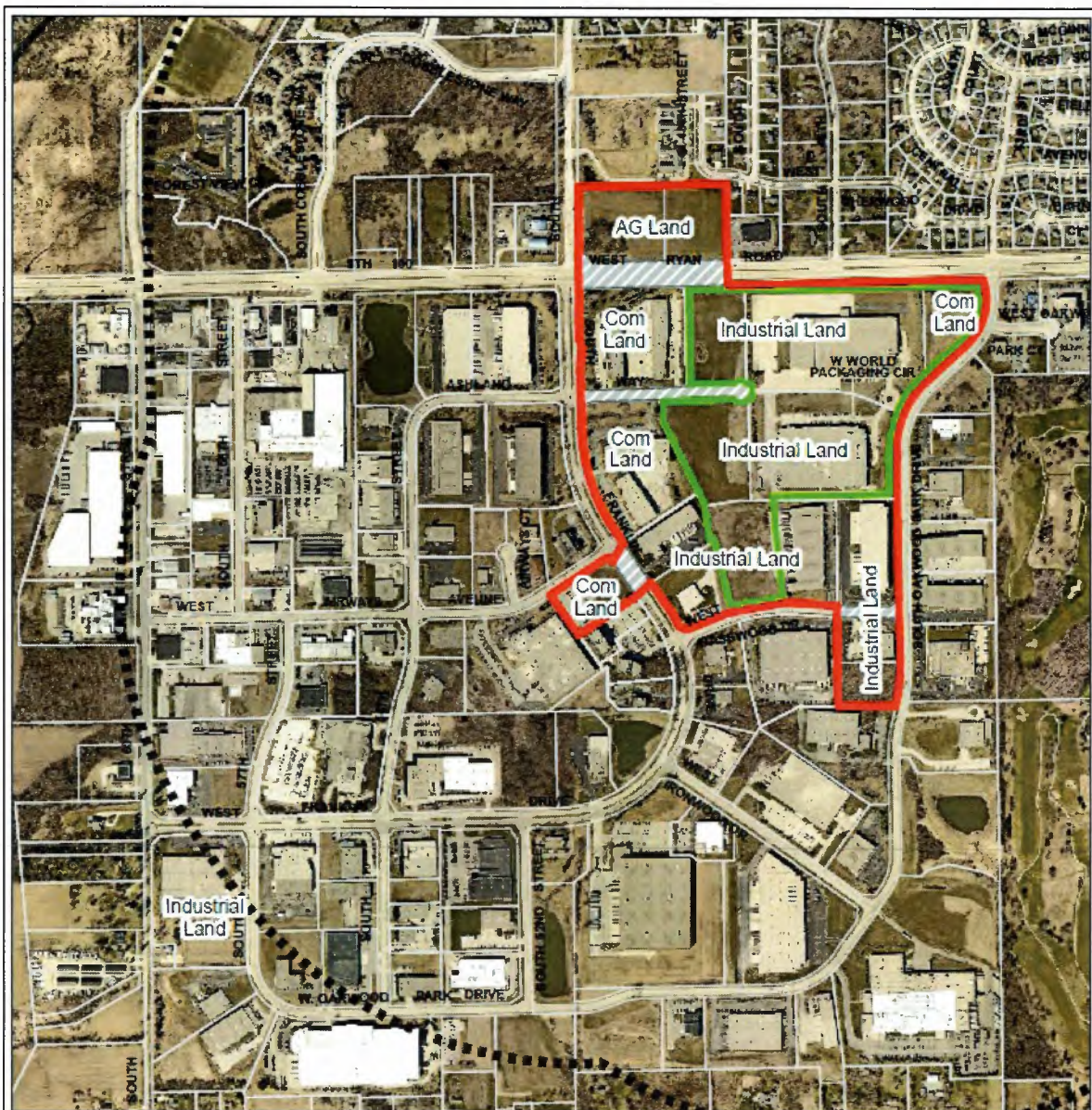
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

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SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.



Franklin Proposed TID 11

Existing Uses and Conditions



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

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



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SECTION 4:

Preliminary Parcel List and Analysis

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

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

Table continues on next page.

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

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

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

Total Area 100%

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

Calculation of Estimated Base Value¹

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

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

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

SECTION 5: Equalized Value Test

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

City of Franklin, Wisconsin		
Tax Increment District #11 (Franklin Business Park)		
Valuation Test Compliance Calculation		
<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	\$	73,428,400
Incremental Value of Existing Districts (Jan. 1, 2025)	\$	<u>367,669,000</u>
Total Value Subject to 12% Valuation Limit	\$	441,097,400
Total Percentage of TID IN Equalized Value		6.09%
Residual Value Capacity of TID IN Equalized Value	\$	428,365,504

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.

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

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

Property, Right-of-Way and Easement Acquisition

Acquisition of Rights-of-Way

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

Acquisition of Easements

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

Relocation Costs

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

Utilities

Sanitary Sewer System Improvements

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

Water System Improvements

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

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

Streets and Streetscape

Street Improvements

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

Community Development

Cash Grants (Development Incentives)

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

Projects Outside the Tax Increment District

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

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

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

Professional Service and Organizational Costs

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

Administrative Costs

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

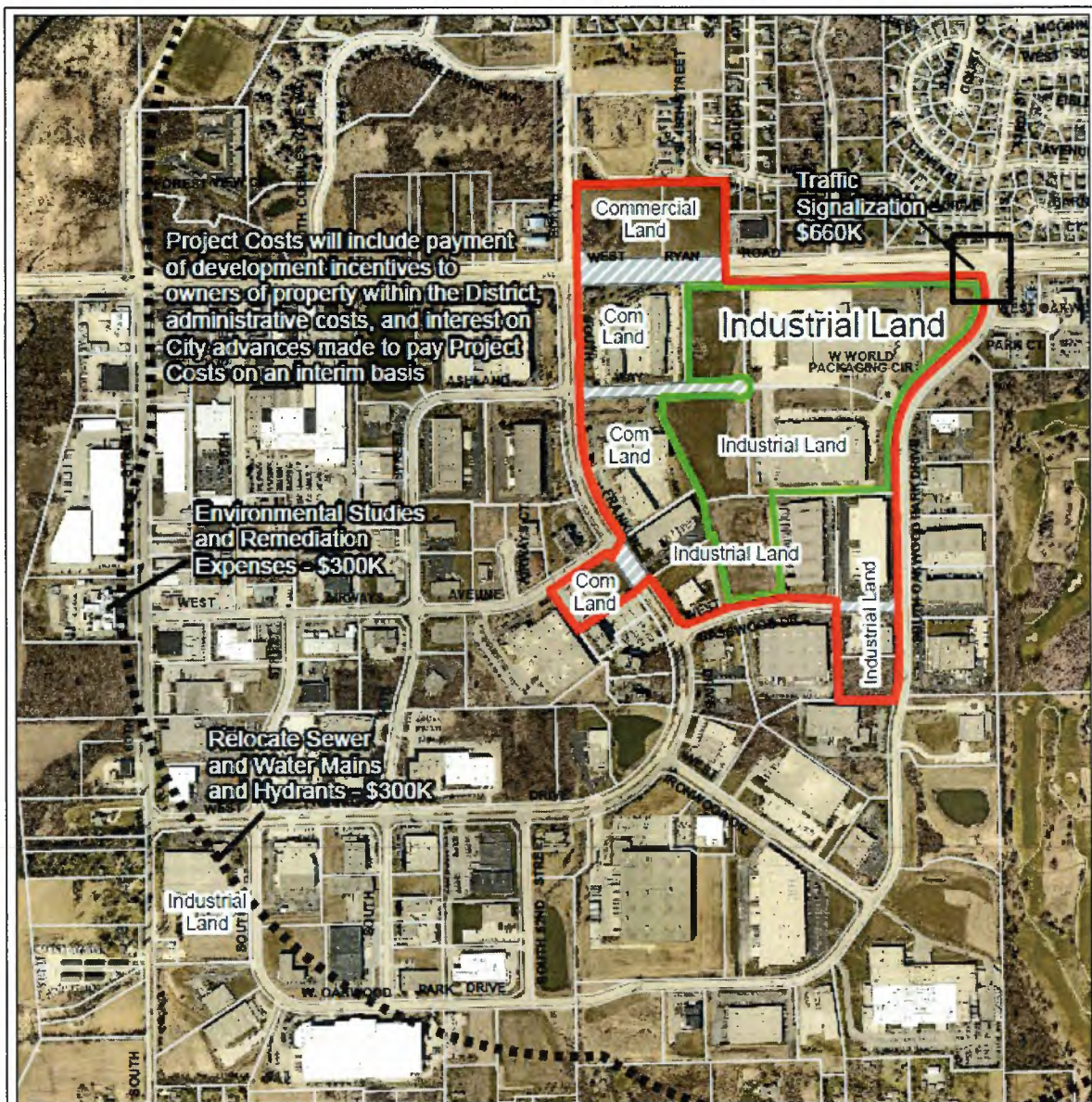
Financing Costs

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

SECTION 7:

Map Showing Proposed Improvements and Uses

Maps Found on Following Pages.



Franklin Proposed TID 11

Proposed Improvements

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



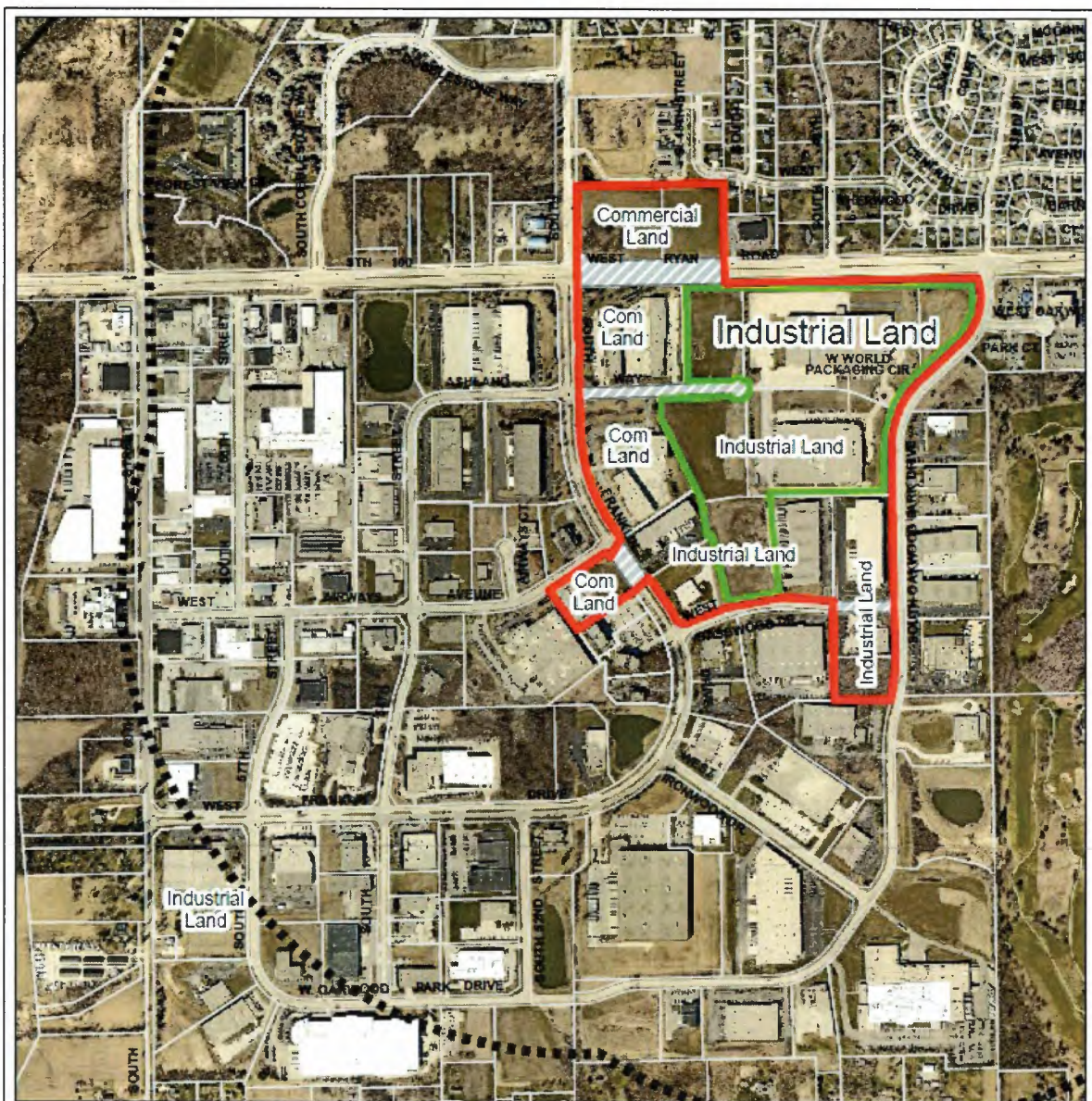
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Franklin, WI 53132
www.franklinwi.gov



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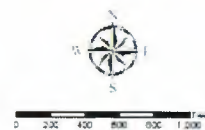
Franklin Proposed TID 11

Proposed Uses



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

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



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SECTION 8:

Detailed List of Estimated Project Costs

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

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

SECTION 9:

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

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

Key Assumptions

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

City of Franklin, Wisconsin

Tax Increment District #11 (Franklin Business Park)

Development Assumptions

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

Notes:

¹Occupancy must be issued prior to July 30, 2028 to be eligible for development incentive.

²Occupancy must be issued prior to December 31, 2030 to be eligible for development incentive.

³Occupancy must be issued prior to December 31, 2033 to be eligible for development incentive.

Table 1 - Development Assumptions

City of Franklin, Wisconsin								
Tax Increment District #11 (Franklin Business Park)								
Tax Increment Projection Worksheet								
Type of District	Industrial				Base Value	73,428,400		
District Creation Date	July 7, 2026				Appreciation Factor	1.00%		
Valuation Date	Jan 1,	2026			Base Tax Rate	\$16.50		
Max Life (Years)	20				Rate Adjustment Factor			
Expenditure Period/Termination	15	7/7/2041						
Revenue Periods/Final Year	20	2047						
Extension Eligibility/Years	Yes	3						
Eligible Recipient District	No							

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

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

Table 2 – Tax Increment Projection Worksheet

Financing and Implementation

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

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

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

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

City of Franklin, Wisconsin

Tax Incremental District #11 (Franklin Business Park)

Cash Flow Projection

Year	City of Vicksburg				% Increment Applied ¹	Expenditures				Expenditures			Balances						
	Tax Increments	Payment of Traffic Signal Relocation	Interfund Advances	Total Revenues		Building One MRO ²	Building Two MRO ²	Building Three MRO ²	Parking Structure MRO ²	Traffic Signal Relocation	City Admin. For Traffic Signal Relocation	Environmental Studies & Remediation Grant	Potential Allis Roller Utility Relocation	Advance Repayment	Admin.	Total Expenditures	Annual	Cumulative	Liabilities Outstanding
2026	0		50,000	50,000										50,000	50,000	0	0	51,750	2026
2027	0	655,000	310,000	965,000						655,000				10,000	965,000	0	0	374,411	2027
2028	40,980			175,000							300,000			10,000	175,000	0	0	1,211,096	2028
2029	92,614		134,020	92,614									40,000	10,000	50,000	42,614	42,614	1,189,514	2029
2030	208,916			208,916	55%	57,082							50,000	10,000	117,082	91,834	134,448	3,250,493	2030
2031	316,136			316,136	60%	62,894						300,000	65,000	10,000	437,894	(121,758)	12,690	3,139,130	2031
2032	424,428			424,428	60%	63,523	191,134						150,000	10,000	414,657	9,771	22,461	4,114,040	2032
2033	428,672			428,672	65%	69,504	209,133						150,000	10,000	438,637	(9,965)	12,496	3,695,507	2033
2034	499,159			499,159	65%	70,199	211,224						153,983	10,000	445,406	53,753	66,249	3,265,308	2034
2035	638,557			638,557	65%	70,901	213,336	72,059	58,766					10,000	425,062	213,495	279,744	2,850,246	2035
2036	644,943			644,943	65%	71,610	215,469	72,779	59,354					10,000	429,213	215,730	495,474	2,431,033	2036
2037	651,392			651,392	65%	72,326	217,624	73,507	59,947					10,000	433,405	217,987	713,461	2,007,629	2037
2038	657,906			657,906	65%	73,050	219,800	74,242	60,547					10,000	437,639	220,267	933,728	1,579,990	2038
2039	664,485			664,485	65%	73,780	221,998	74,984	61,152					10,000	441,915	222,570	1,156,298	1,148,074	2039
2040	671,130			671,130	65%		224,218	75,734	61,764					25,000	386,716	284,413	1,440,711	786,358	2040
2041	677,841			677,841	65%		226,461	76,492	62,381						365,334	312,508	1,753,219	421,024	2041
2042	684,620			684,620	65%			77,256	63,005						140,262	544,358	2,197,576	280,763	2042
2043	691,466			691,466	65%			78,029	63,635						141,664	549,801	2,847,378	139,098	2043
2044	698,380			698,380	65%			78,809	60,289						139,098	559,282	3,406,660	0	2044
2045	705,364			705,364											0	705,364	4,112,024	0	2045
2046	712,418			712,418											0	712,418	4,824,442	0	2046
2047	719,542			719,542											0	719,542	5,543,984	0	2047
Total	10,828,946	655,000	494,020	11,977,967		684,669	2,150,398	753,891	610,841	655,000	165,000	300,000	608,983	205,000	6,433,983				Total
Maximum Total Incentive of \$4,200,000																			Projected TID Closure

Notes:

¹55% of the tax increment generated annually by the first building receiving occupancy will be paid as an incentive for a term of 10 years. On occupancy of the second building, that building will receive 60% of the tax increment generated by that building for a term of 10 years, and the 60% will be applied to the first building for the remaining term in which it is eligible to receive payments. The third and subsequent buildings will receive 65% under the same terms, which percentage shall also then be applied to the first two buildings for their remaining term of payment.

Table 3 – Cash Flow

SECTION 10: Annexed Property

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

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

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

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

Zoning Ordinances

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

Master (Comprehensive) Plan and Map

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

Building Codes and Ordinances

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

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

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

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

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

SECTION 15:

List of Estimated Non-Project Costs

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

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

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

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

Legal Opinion Found on Following Page.

To Be Inserted

SECTION 17:

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

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

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

Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/6/26
REPORTS & RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement Between the City of Franklin and WilCraft Can Properties, LLC, for Substantial Completion of Environmental Studies and Remediation at 9775 South 60th Street	Ald. District 1 ITEM NUMBER G. 6.

Departments of City Development, Finance, Engineering, Administration and Legal Services staff will be present at the meeting.

WilCraft Can Properties, LLC, with WilCraft Can, LLC, a southeast WI custom-beverage-canning company, have been collaborating with the City for over two years on a site search for the company's expansion facility to mix and can adult beverages for the hospitality and retail industries. WilCraft Can Properties, LLC selected the former Strauss Meats processing plant after requesting assistance with environmental studies and remediation in the building, which had dissuaded prior suitors.

TID 11 was in the planning process at the time, and such expenses are eligible expenses under the ½ mile rule as an incentive grant. The environmental studies and remediation projects completed to date by WilCraft include:

- A. Demolition (primarily Ammonia Cooling System)
- B. New Floors (replace contaminated floors)
- C. Environmental Study
- D. Ammonia System Decommissioning

WilCraft's environmental studies and remediation projects were included in TID 11's Project Plan. The inclusion of WilCraft in the Project Plan was highlighted in TID 11's presentation to the City of Franklin Common Council, Plan Commission and Joint Review Board, with all bodies approving the Project Plan. Meetings with the Mayor, the District Alderwoman, Ehlers and City Staff were held to review the project, including a final review with WilCraft's Chief Operating Officer.

A project to remove barrels of chemicals inside the facility remains to be completed to accomplish all known environmental projects. With a Temporary Certificate of Occupancy being issued and the listed projects completed, \$276,000 of the WilCraft incentive fund was agreed to for an incentive to be awarded at this time.

Staff recommends approval of tonight's resolution.

COUNCIL ACTION REQUESTED

A Motion to Approve a Resolution Authorizing Certain Officials to Execute Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement Between the City of Franklin and WilCraft Can Properties, LLC.

Economic Development: jr; Legal Services Dept: jw, cl

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX
INCREMENTAL DISTRICT NO. 11 ENVIRONMENTAL STUDIES AND
REMEDATION GRANT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
FRANKLIN AND WILCRAFT CAN PROPERTIES, LLC

WHEREAS, WilCraft Can Properties, LLC has purchased, and intends to renovate and remediate manufacturing and warehousing space at 9775 South 60th Street, Franklin, WI within the Franklin Business Park, and intends to renovate the space, costing a total of \$2.5 million; and

WHEREAS, WilCraft Can Properties, LLC (Developer) intends for an operation of a beverage canning and packaging facility at 9775 South 60th Street, Franklin, WI (formerly the Strauss Meats processing facility), employing 11 people, to proceed by WilCraft Can, LLC; and

WHEREAS, the facility requires environmental studies and remediation to be conducted for occupancy, initially costing approximately \$276,000; and

WHEREAS, City staff, consultants and Developer representatives have prepared a Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement, between the City of Franklin and WilCraft Can Properties, LLC (the "Development Agreement"), and staff recommends approval thereof; and

WHEREAS, development of this project would not occur without the financial participation of the City as set forth in this Development Agreement; and

WHEREAS, the City has created Tax Incremental District No. 11 to accomplish such projects and development; and

WHEREAS, the City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, for Tax Incremental District No. 11 and upon the property owned by Developer therein, and the City finds that the development of the project and the fulfillment of the terms and conditions of the Development Agreement, will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law; and

WHEREAS, the Common Council, having considered the Development Agreement and having found same to be reasonable, and in furtherance of the development interests of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement, between the City of Franklin and WilCraft Can Properties, LLC, in the form and content as presented to the Common Council at its meeting on October 6, 2026, be and the same is hereby approved.

RES 2026 - ____ (Development Agreement WilCraft Can Properties, LLC.)
Page 2

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement Between the City of Franklin and WilCraft Can Properties, LLC.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a Memorandum of Development Agreement in a form in substantial conformance with Exhibit C of the Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement Between the City of Franklin and WilCraft Can Properties, LLC, in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin on this 6th day of October 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 6th day of October 2026.

APPROVED

John R. Nelson

ATTEST:

Shirley J. Roberts

AYES ____ NOES ____ ABSENT ____

MEMORANDUM

DATE: October 6, 2026
TO: City of Franklin Common Council
FROM: Economic Development Department
John Regetz, Director
RE: WillCraft Can Co. Environmental Studies and Remediation Grant Agreement

WilCraft Can, LLC has been collaborating with Mayor Nelson and staff for over two years searching for a location to house the company's expansion. The company is a custom-beverage-canning company with two mobile units that serve southeast Wisconsin and beyond. WilCraft's expansion facility will mix and can adult beverages, in a variety of sizes, for the hospitality and retail industries.

The company considered the former Strauss Meats facility at 9775 South 60th Street after three prior suitors withdrew due to incomplete environmental study and remediation issues. The Mayor and staff had consulted with two of the three prior potential buyers. WilCraft reviewed then-current site conditions reports, and as well as the City, was concerned with the potential expense of required, and unexpected, environmental studies and remediation.

Since planning for Tax Incremental District No. 11 (TID 11) was under way, due to the commitment of Yaskawa America to locate their North American Headquarters in the Franklin Business Park, the City offered Tax Increment Financing (TIF) incentive assistance with environmental studies and remediation, when substantially completed, resulting in a Temporary Certificate of Occupancy being issued, and TID 11 was formed. A limit of \$300,000 was established through consultation with Ehlers and other pertinent City staff involved with TIF projects.

The environmental studies and remediation projects completed to date by WilCraft include:

A. Demolition (primarily Ammonia Cooling System)	\$60,000
B. New Floors (replace contaminated floors)	\$184,000
C. Environmental Study	\$5,000
D. <u>Ammonia System Decommissioning</u>	<u>\$27,000</u>
Subtotal – Environmental Studies and Remediation	\$276,000

WilCraft's environmental studies, remediation projects, and fund of \$300,000, were included in TID 11's Project Plan under the ½ mile rule. The inclusion of WilCraft in the Project Plan was highlighted in TID 11's presentation to the City of Franklin Common Council, Plan Commission and Joint Review Board, with all bodies approving the Project Plan. Meetings with the Mayor, the District Alderwoman, Ehlers and City Staff were held to review the project, including a final review with WilCraft's Chief Operating Officer.

With a Temporary Certificate of Occupancy being issued the completed listed projects, costing \$276,000, are agreed to be reimbursed from the WilCraft incentive funds at this time. A contaminated materials removal project is left to be completed to accomplish all known environmental remediation projects.

WilCraft has completed environmental studies and remediation projects for financial, regulatory environmental and safety requirements, costing \$276,000. The City's Inspection Department has cooperated with WilCraft and contractors to bring them to compliance with City code sufficient to warrant issuance of a Temporary Certificate of Occupancy. More structural and mechanical improvements need to be completed for a Final Certificate of Occupancy and to meet WilCraft's renovation and business plans. WilCraft requests the City fund the incentive of \$276,000, per the TID 11 Project Plan, in order that WilCraft can complete remaining improvements.

City Staff support's WilCraft's request.

**TAX INCREMENTAL DISTRICT NO. 11
ENVIRONMENTAL STUDIES AND REMEDIATION
GRANT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
WILCRAFT CAN PROPERTIES, LLC
REDEVELOPMENT PROJECT**

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of _____, 2026 by and between WilCraft Can Properties, LLC, a Wisconsin business ("**Developer**"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("**City**").

RECITALS

City and Developer acknowledge the following:

A. Developer is the owner of manufacturing and warehousing space at 9775 South 60th Street, Franklin, Wisconsin 53132 illustrated in Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

B. The City has created Tax Incremental District No. 11, City of Franklin, Wisconsin ("**District**") pursuant to Wis. Stat. § 66.1105 (the "**Tax Increment Law**"). The City approved the District and its redevelopment plan (the "**Project Plan**"), which included the Property within ½ mile of its boundaries, on July 7, 2026, and included Developer's Environmental Studies and Remediation Grant, pursuant to Tax Increment Law.

C. Developer has purchased the Property and is renovating it for production and packaging of beverages, with an estimated development cost of \$2.5 million (the "**Project**"). Renovation costs will include Environmental Studies and Remediation Costs. It is acknowledged that development of the Project as described above will be consistent with the Project Plan.

D. The City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

E. The development of the Project would not occur without the financial participation of the City as set forth in this Agreement, and will benefit the District by removing environmental hazards through required studies and removal of hazardous materials and contaminated structures, as well as improvement of vacant, aging structures.

F. The City, pursuant to Common Council action dated October 6, 2026, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf.

- G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

ARTICLE I DEFINITIONS

Defined Terms. As used in this Agreement, including the recitals, exhibits, and any amendments hereto, the capitalized terms set forth below shall have the explicit meanings ascribed to them in this section.

Eligible Costs means documented, out-of-pocket costs incurred by Developer for environmental investigation, Remediation Work, demolition controls related to environmental conditions, decommissioning of the ammonia refrigeration system, disposal of contaminated materials and Hazardous Substances, environmental reporting, and related professional fees, to the extent eligible for reimbursement under the City's Tax Increment Financing program and approved by the City pursuant to this Agreement.

Engineering Controls means physical measures designed to contain or control exposure to Hazardous Substances at the Property, including caps, covers, vapor mitigation systems, and treatment systems.

Environmental Laws means all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, directives, guidance with regulatory effect, permits, orders, consent decrees, and common-law doctrines relating to pollution, protection of the environment, human health and safety as affected by environmental conditions, hazardous materials, waste, or natural resources, as they may be amended from time to time.

Hazardous Substances means any substance, material, waste, contaminant, pollutant, chemical, petroleum or petroleum product, asbestos, polychlorinated biphenyls, per- and polyfluoroalkyl substances, mold, lead, hazardous waste, hazardous substance, or toxic substance, in each case as defined or regulated under Environmental Laws.

Remediation Work means investigation, risk assessment, response actions, corrective action, removal, mitigation, abatement, decommissioning, demolition controls, institutional or engineering controls, operation and maintenance, monitoring, and any other measures undertaken to address Hazardous Substances at or emanating from the Property in accordance with Environmental Laws, applicable permits, and the remedial action plan.

ARTICLE II DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall construct Project improvements in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project costs expended (inclusive of personal property) shall be not less than \$2.5 million. Developer shall obtain a final certificate of occupancy for the Project, from the City, on or before February 1, 2027 (the "**Completion Date**"). The Project shall be deemed to be substantially complete on the date that the City building inspector issues a temporary certificate of occupancy for the Project. Issuance of a temporary certificate of occupancy shall represent significant completion of the environmental studies and remediation improvements. Issuance of a final certificate of occupancy shall represent completion of such studies and improvements.

B. Developer shall conduct environmental studies and remediation improvements as indicated in Exhibit B which is attached hereto and incorporated herein by reference.

C. Developer will deliver the following verification documents to the City:

- a. Phase 1 Environmental Study for the site;
- b. Floor reconstruction inspection approval by L&A Crystal;
- c. WHOPRS approval of decommissioning ammonia cooling system, letter provided by Kuhlmann Industries, signed off in the EPN;
- d. Final, unconditional lien waivers satisfying Wis. Stat Sec. 779.05 from all contractors and subcontractors who performed work, listed in Exhibit B, on the Property or legally verifiable copies of cancelled checks or bank wire receipts proving all underlying invoices have been fully settled by the Developer;
- e. Temporary certificate of occupancy indicating significant environmental studies and remediation have been completed by October 9, 2026; and
- f. Final certificate of occupancy by February 1, 2027.

D. Developer shall maintain complete, accurate financial and project records related to this Agreement for not less than seven (7) years after final reimbursement. Upon reasonable notice, the City, its auditors, or authorized representatives shall have the right to examine, audit, copy, and inspect these records during normal business hours to verify that all financial transactions are made in a legal and proper manner and to verify cost accuracy, Agreement compliance, and compliance with the Project Plan and Wisconsin Statutes Section 66.1105.

ARTICLE III CITY ACTIVITIES AND OBLIGATIONS

A. City shall cooperate with Developer throughout the development and construction of the Project and the term of this Agreement and shall reasonably promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. In consideration of the performance by Developer of its obligations under this Agreement, the City agrees to provide Developer, a payment as an offset to Developer's costs to complete the Project, subject to a maximum amount of \$276,000, upon submission of confirmation documents in Article II. Section C, subsections a. through e.

ARTICLE IV ENVIRONMENTAL OBLIGATIONS

A. **Representations, Warranties, and Disclosures.** Developer represents that the Property historically operated as a meat packing facility and that, prior to redevelopment, the Property contained an ammonia refrigeration system. Developer has disclosed to the City all material environmental reports, sampling data, and regulator correspondence in Developer's possession or control relating to the Property's environmental conditions. The City makes no representation or warranty regarding site conditions, and Developer acknowledges it is not relying on any statements or omissions by the City regarding environmental matters.

B. **Indemnification and Environmental Liability Allocation.** To the fullest extent permitted by law, Developer shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against environmental claims to the extent arising out of or resulting from: the presence, release, or threatened release of Hazardous Substances at or from the Property; the remediation work; demolition or decommissioning activities; or violations of Environmental Laws by Developer or its contractors.

ARTICLE V MEMORANDUM

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 C.

ARTICLE VI WRITTEN NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in

the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: John G. Regetz, Director of Economic Development
 Facsimile No.: 414-427-7691

With a Copy to: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Shirley J. Roberts, City Clerk
 Facsimile No.: 414-425-6428

If to the Developer: WilCraft Can Properties, LLC
 Attention: Sean Kingston, COO
 9775 South 60th Street
 Franklin, WI 53132
 Facsimile No.: Sean@wilcraftcan.com

With a Copy to: WilCraft Can Properties, LLC
 Attention: Sean Kingston, COO
 2480 West Grays Lane
 Oak Creek, WI 53154
 Facsimile No.: Sean@wilcraftcan.com

[Signature pages and exhibits follow]

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

DEVELOPER: WilCraft Can Properties, LLC

By: _____
(Name and Title)

Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2026, the above-named _____, the _____ of WilCraft Can Properties, LLC, to me known to be the person who executed the foregoing Agreement on behalf of the Developer, WilCraft Can Properties, LLC, and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

City of Franklin, Wisconsin

By: _____
John R. Nelson, Mayor

Date: _____

Attest: _____
Shirley J. Roberts, City Clerk

Date: _____

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

Date: _____

STATE OF WISCONSIN)

MILWAUKEE COUNTY)ss.
)

Personally appeared before me this ____ day of _____, 2026, the above-named John R. Nelson, Danielle L. Brown and Shirley J. Roberts, Mayor, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing Agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney
Date: _____

This instrument was drafted by:
Jesse Wesolowski, Cocounsel and John Regetz, Economic Development, City of Franklin, WI

EXHIBIT A

Property Site & Building Plan
9775 South 60th Street
Franklin, WI 53132
Tax Key # 898 9997 004

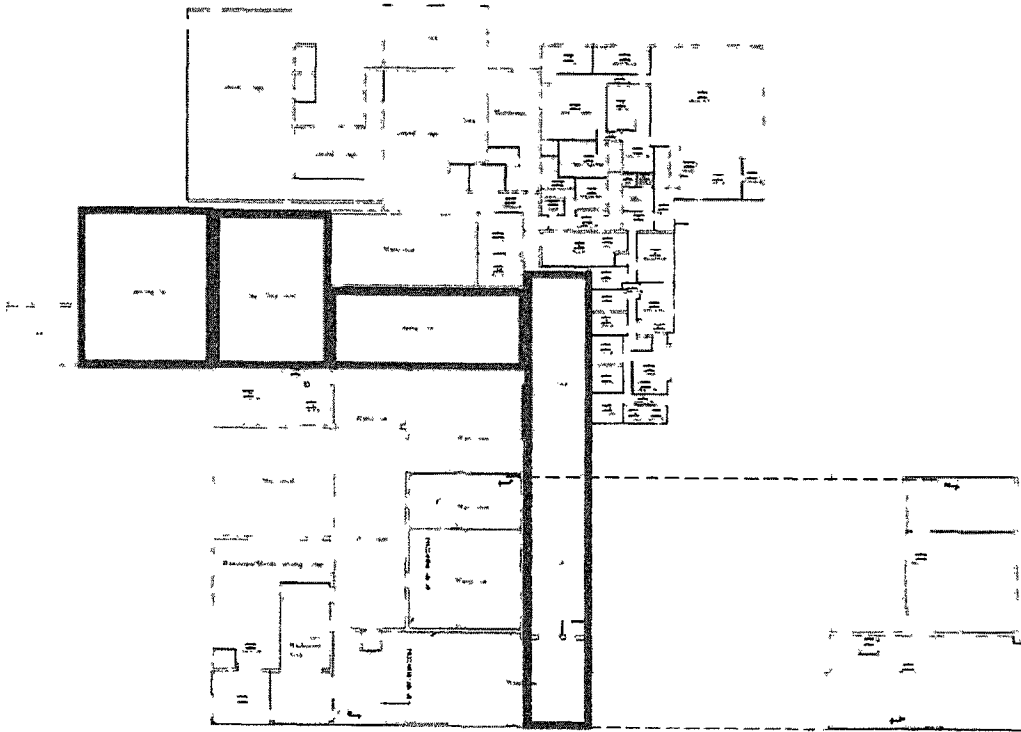


EXHIBIT B

**WILCRAFT CAN PROPERTIES, LLC RENOVATION COSTS
And Remediation Improvements**

A. Demolition (primarily Ammonia Cooling System)	\$60,000
B. New Floors (replace contaminated floors)	\$184,000
C. Environmental Study	\$5,000
D. <u>Ammonia System Decommissioning</u>	<u>\$27,000</u>
Subtotal – Environmental Studies and Remediation	\$276,000

EXHIBIT C
MEMORANDUM OF DEVELOPMENT AGREEMENT

	MEMORANDUM OF DEVELOPMENT AGREEMENT
Document Number	Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of _____, 2026, by and between **WILCRAFT CAN PROPERTIES, LLC**, a Wisconsin Limited Liability Corporation, and assigns ("**Developer**"), and the **CITY OF FRANKLIN**, a municipal corporation of Milwaukee County, Wisconsin ("**City**").

WITNESSETH:

WHEREAS, Developer and the City entered into that certain Environmental Studies and Remediation Grant Development Agreement dated _____, 2026 ("**Development Agreement**"). The full Environmental Studies and Remediation 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:

1. **PROPERTY.** The "**Property**" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described in Attachment A attached hereto.

Recording Area

Name and Return Address

PIN

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:

WILCRAFT CAN PROPERTIES, LLC,

CITY OF FRANKLIN

By: _____
Name:
Title:

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2026, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Developer, WILCRAFT CAN PROPERTIES, LLC, and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2026, the above-named John R. Nelson and Shirley J. Roberts, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by: John Regetz, ED and Jesse Wesolowski, Cocounsel

Attachment A

LEGAL DESCRIPTION

Certified Survey Map No. 1500 NE 27 5 21 PARCEL 1

Tax Key No. 898 9997 004

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2026
REPORTS AND RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR DONATED LICENSING FOR 1-YEAR OF TRANQUILITY AI INC, TIMEPILOT SOFTWARE	ITEM NUMBER 15.8.

BACKGROUND

The Franklin Police Department is seeking authorization to enter into an agreement with Tranquility AI for the use of TimePilot, an artificial intelligence-powered investigative analysis platform.

TimePilot is designed to assist law enforcement personnel with the review, organization, and analysis of investigative information. The platform is intended to help investigators process and analyze large volumes of case-related information, identify relevant connections and relationships, and organize information in a manner that can assist with investigative activities.

The use of an investigative analysis platform can assist Department personnel in reducing the amount of time required to manually review and organize information associated with complex investigations. TimePilot is intended to supplement, rather than replace, the professional judgment and investigative responsibilities of Department personnel.

The agreement with Tranquility AI will establish the terms and conditions for the City's use of the TimePilot platform, including licensing, implementation, support, and related services as outlined in the agreement.

FISCAL NOTE

Fiscal Impact: \$0

The City will receive seven (7) donated TimePilot licenses from Tranquility AI for use with its investigative analysis platform. The licenses will be provided at no cost to the Department for a one-year term and will not require an expenditure of City funds during the one-year term.

Any future costs associated with renewing the licenses, expanding the number of users, or purchasing additional services beyond the donated licenses would be subject to future budget approval and authorization. **MOTION PASSED FOR COMMON COUNCIL APPROVAL IN SEPTEMBER 23RD, 2026 TECHNOLOGY COMMISSION MEETING.**

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2026_____, authorizing certain officials to execute an agreement for donated licensing for 1-year of Tranquility AI Inc, TimePilot software.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT
FOR DONATED LICENSING FOR 1-YEAR OF TRANQUILITY AI INC, TIMEPILOT
SOFTWARE

WHEREAS, the Chief of Police having recommended approval of an agreement proposed by Tranquility AI, Inc., for a donated one-year license for TimePilot Software; and

WHEREAS, the proposed agreement will provide the Franklin Police Department with one-year licensing for Tranquility AI TimePilot Software at no cost to the city; and

WHEREAS, the proposed agreement will provide the department with access to Tranquility AI, Inc., AI-powered investigative analysis platform; and

WHEREAS, the acceptance of the donated one-year licensing will provide the Franklin Police Department with access to the software without expenditure of City funds; and

WHEREAS, Tranquility AI, Inc., services help investigators process and analyze large volumes of case-related data, and the Common Council having determined the services to be provided are in the interest of public safety, and having found such proposal to be reasonable;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Franklin Police Department be authorized to enter into the service agreement with Tranquility AI, Inc., and that the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 4th day of November 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of November 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES

NOES

ABSENT

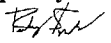
SAAS PLATFORM SOLUTION ORDER FORM

Customer Name: City of Franklin Police Department	Contact: Jason Ireland
Address: 9455 West Loomis Road, Franklin, WI 53132	Phone: 414-858-2653
	E-Mail: jireland@franklinwi.gov
SaaS Platform: TimePilot (the "SaaS solution") to be deployed on behalf of City of Franklin Police Department.	
Platform Fees: Waived	SaaS Solution Term: One (1) year
Platform Capacity: 6 seat license keys	

This SaaS Platform Solution Agreement ("Agreement") is entered into as of the date of Customer's signature below (the "Effective Date") between Tranquility AI Inc. ("Company"), and City of Franklin Police Department ("Customer").

This Agreement includes and incorporates the above Order Form, as well as the Enterprise Terms of Use attached hereto, and contains, among other things, warranty disclaimers, liability limitations and use limitations. Notwithstanding Section 10 of the Enterprise Terms of Use, the SaaS Solution Term shall not automatically renew and this Agreement shall terminate at the end of the SaaS Solution Term.

Tranquility AI Inc.

By:  _____
25CBA94FC0F84A2

Name: Reiley Syrek

Title: COO

Date: 10/29/2026 _____

City of Franklin Police Department

By: _____

Name: Craig Liermann _____

Title: _____

Date: _____

Enterprise Terms of Use

As modified for the City of Franklin, Wisconsin

PLEASE READ THESE ENTERPRISE TERMS OF USE (“**ENTERPRISE TERMS**”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY TRANQUILITY AI INC. (“**TRANQUILITY AI**”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH TRANQUILITY AI WHICH REFERENCE THESE ENTERPRISE TERMS OR WITH A PARTNER (AS DEFINED BELOW) (EACH, AN “**ORDER FORM**”), CLICKING A BOX INDICATING ACCEPTANCE OR OTHERWISE ACCESSING OR USING THE SERVICES (AS DEFINED BELOW) IN ANY MANNER, YOU (“**CUSTOMER**”) AGREE TO BE BOUND BY THESE ENTERPRISE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “**AGREEMENT**”) TO THE EXCLUSION OF ALL OTHER TERMS. IN THE EVENT OF A CONFLICT BETWEEN AN ORDER FORM ENTERED INTO WITH A PARTNER AND THESE ENTERPRISE TERMS, THESE ENTERPRISE TERMS SHALL GOVERN WITH RESPECT TO SUCH CONFLICT. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA TRANQUILITY AI’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY TRANQUILITY AI SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SERVICES IN ANY MANNER. IN THE EVENT THAT CUSTOMER AND TRANQUILITY AI HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT WITH RESPECT TO THE APPLICABLE SERVICE, SUCH SEPARATE WRITTEN AGREEMENT SHALL GOVERN TO THE EXTENT PROVIDED THEREIN. FOR CUSTOMER, SUCH SEPARATE WRITTEN AGREEMENT INCLUDES THE AGREEMENT BETWEEN THE CITY OF FRANKLIN AND TRANQUILITY AI TO WHICH THESE ENTERPRISE TERMS ARE ATTACHED (THE “CITY AGREEMENT”).

1. Order Forms; Access to the Service.

These Enterprise Terms are implemented through one or more Order Forms signed by Tranquility AI or the agents of a third-party reseller of the Service (as defined below) authorized by Tranquility AI to enter into an Order Form with Customer with respect to the Service (“Partner”). Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to Customer’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth in the applicable Order Form) Tranquility AI grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Tranquility AI product(s) and/or service(s) specified in such Order Form (“Service,” or “Services”) during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein in accordance with Tranquility AI’s applicable official user documentation for such Service (the “Documentation”).

2. Implementation.

Upon payment of any applicable fees set forth in each Order Form, Tranquility AI agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). If Tranquility AI provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Tranquility AI otherwise provides additional services beyond those agreed in an Order Form, Customer will pay Tranquility AI at its then-current hourly rates for consultation.

3. Service Updates; Beta Products.

From time to time, Tranquility AI may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that Tranquility AI shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Tranquility AI may make improvements and modifications to the Services at any time in its sole discretion; provided that Tranquility AI shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes that might adversely impact Customer's use of the Services.

4. Ownership; Feedback.

As between the parties, Tranquility AI and its licensors retain all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Tranquility AI for the purposes of this Agreement, including copies and derivative works of the foregoing. Any software or Output (as defined below) which is distributed or otherwise provided to Customer hereunder (including, without limitation, software identified on an Order Form) shall be deemed a part of the "Services" and subject to all terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may provide suggestions, comments or other feedback to Tranquility AI with respect to the Service ("Feedback"). Customer hereby assigns and agrees to assign to Tranquility AI all right, title and interest in and to any Feedback excluding Customer's Confidential Information. Subject to the Tranquility AI's obligations in Section 8, nothing in this Agreement will impair Tranquility AI's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

5. Fees; Payment.

Customer shall pay Tranquility AI fees for the Service as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on Tranquility AI's net income). All Fees paid are non-refundable and are not subject to set-off. If Customer elects to purchase additional users or usage (in Customer's sole discretion) which exceed limitations set forth on an Order Form, then Tranquility AI shall: (i) invoice Customer pro-rata for such additional users or usage at the rates set forth on the Order Form (or if no rates are set forth on the Order Form, at rates mutually agreed upon by the parties in writing); and (ii) if such Order Form Term renews (in accordance with Section 10, below, such renewal shall include the additional Fees for such added users and/or usage. Unless otherwise provided for on an applicable Order Form mutually

executed between Customer and a Partner (each, a “Partner Order Form”), the parties acknowledge and agree that payment(s) for the Service governed by such Partner Order Form shall be remitted by Customer to Partner, and such payment(s) shall satisfy any payment obligations hereunder. For any payments governed by a Partner Order Form, Customer acknowledges and agrees that Tranquility AI shall not be responsible in any manner for (or in connection with) payment disputes related to such applicable Partner Order Form.

6. Restrictions.

Except as expressly set forth in this Agreement, Customer shall not (and shall not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service or re-identify any Output (as defined below) made available to Customer through the Services in a de-identified or anonymized form (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party except as expressly permitted hereunder; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Tranquility AI product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (viii) use the Service to train or fine-tune any artificial intelligence or machine-learning (“AI/ML”) models; (ix) use the Service or any Output in a manner which violates applicable laws, rules or regulations including, without limitation, those related to data privacy, international communications, AI/ML technology or systems, export laws and the transmission of technical or personal data laws; (x) use the Service in a manner which violates any third party’s intellectual property, contractual or other proprietary rights; or (xi) bypass any measures Tranquility AI may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer shall be responsible for any breach of this Agreement by users who access the Services hereunder as though such users were party hereto.

7. Customer Data.

For purposes of this Agreement, “Customer Data” shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Tranquility AI, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. To the extent that Customer maintains Customer Data outside of the Services on computer systems, networks or other information technology infrastructure owned or controlled by Customer (“Customer Environment”) which Customer wishes Tranquility AI to process in connection with the Services, Customer shall provide Tranquility AI with reasonable access to the Customer Environment solely for the purpose of retrieving such Customer Data solely for use in accordance with this Agreement. As between the parties, Customer shall otherwise remain solely responsible for maintaining and operating the Customer Environment. Customer represents and warrants that it: (i) has all rights necessary to provide the Customer Data to Tranquility AI as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights including, without limitation, intellectual property rights and rights of privacy; and (ii) will not use the Services to transmit (or otherwise provide Tranquility AI with) Customer Data which contains child sexual abuse material (commonly known as CSAM) except as expressly permitted pursuant to a Law Enforcement Data

Addendum executed by the parties in connection with this Agreement. Customer acknowledges and agrees that Tranquility AI has the right but not the obligation to monitor Customer Data as necessary in order to ensure Customer's compliance with this Agreement, and that Tranquility AI may refuse or remove any Customer Data which it deems, in Tranquility AI's sole discretion, to violate this Agreement in any manner. Tranquility AI shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Tranquility AI may use and modify Customer Data for the purposes of providing, testing, troubleshooting and/or operating the Service. For clarity, the Company shall not use Customer Data to train or fine-tune AI/ML models. Notwithstanding the foregoing, Tranquility AI may process Usage Data (as defined below) solely as necessary in order to monitor, maintain and optimize the Services. As between Tranquility AI and Customer, all right, title, and interest in and to Usage Data is owned solely and exclusively by Tranquility AI. "Usage Data" means backend usage-based metadata regarding use of the Services by or on behalf of Customer including, without limitation, data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the Services and to investigate and prevent system abuse, excluding Customer Data. To the extent that Tranquility AI processes Personal Data on behalf of Customer in connection with the Service, the Data Processing Addendum available at: <https://tranquility.ai/terms/data-processing-addendum> ("DPA") is hereby incorporated by reference and shall apply. Any capitalized but undefined terms shall have the meaning given to them in the DPA.

8. Confidentiality.

For purposes of this Agreement, "Confidential Information" shall mean to the extent previously, presently or subsequently disclosed by or for either party (the "Disclosing Party") to the other party (the "Receiving Party") all financial, business, legal and technical information of the Disclosing Party or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. Confidential Information shall not include any information that (a) was rightfully known to the Receiving Party without restriction before receipt from the Disclosing Party, (b) is rightfully disclosed to the Receiving Party without restriction by a third party, (c) is or becomes generally known to the public without violation of this Agreement by the Receiving Party, or (d) is independently developed by the Receiving Party or its employees without access to or reliance on such information. The pricing information set forth in an applicable Order Form, Documentation and Feedback are Tranquility AI's Confidential Information, and the Customer Data is Customer's Confidential Information. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth in this Agreement, and shall not disclose such Confidential Information to any third party except as expressly permitted herein, or as necessary in order to perform hereunder, without the Disclosing Party's written consent. The Receiving Party shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of the Disclosing Party's Confidential Information, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of any of the Confidential Information. In the event of any

termination or expiration of this Agreement, the Receiving Party will either return or, at the Disclosing Party's request, destroy the Confidential Information of the Disclosing Party; provided however, that the Receiving Party may retain copies of the Disclosing Party's Confidential Information for routine backup and archival purposes subject to the confidentiality obligations set forth herein. The Receiving Party may make disclosures required by law or court order provided that, if permissible pursuant to applicable law, the Receiving Party shall promptly notify the Disclosing Party of any disclosure requirement and provide reasonable assistance to the Disclosing Party in the Disclosing Party's efforts to prevent and/or limit the disclosure.

9. Third Party Services.

Customer acknowledges and agrees that the Service may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (collectively, the "Third Party Services") including, without limitation, through integrations or connectors to such Third Party Services that are provided by Tranquility AI or any Customer Environment which Customer provides Tranquility AI access to, as applicable. Tranquility AI is not responsible for the operation of any Third Party Services nor the availability or operation of the Service to the extent such availability and operation is dependent upon Third Party Services. To the extent that Customer elects to integrate any Third Party Services supported by the express features or functionality of the Services ("Customer Integrated Third Party Services"), Customer is solely responsible for procuring any and all rights necessary for it to access Customer Integrated Third Party Services (including any Customer Data or other information relating thereto) which Customer integrates with the Services. Tranquility AI does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions and Customer is solely responsible for complying with the applicable terms or conditions thereof.

10. Term; Termination.

This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form (provided that the term during which Customer may access the applicable Services may instead run from an implementation date set forth in the applicable Order Form, as applicable), and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (y) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Tranquility AI may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than five (5) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Tranquility AI's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Tranquility AI shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without

resorting to suspension or limitation; (b) prior to any such suspension or limitation, Tranquility AI shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Tranquility AI shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue promptly following receipt of such notice. Customer and Tranquility AI may also terminate this Agreement as provided in Article IV of the City Agreement. Notwithstanding the foregoing, Tranquility AI may immediately suspend or terminate Customer's access to the Service if Customer's use of the Service violates applicable law or results in a material breach that cannot be cured. Sections 4, 8, 11(d), 12, 13 through 16, this sentence and any accrued payment obligations as of the termination or expiration of this Agreement shall survive any termination or expiration of this Agreement.

11. Representations and Warranties; Disclaimer.

a. Mutual Representations and Warranties. Each party hereby represents and warrants to the other party that: (i) it has all right, power and authority to enter into and properly perform this Agreement and grant the rights and licenses granted herein; and (ii) it shall comply with all applicable laws, rules and regulations in connection with its performance or exercise of its express rights provided for in this Agreement.

b. Tranquility AI Representations and Warranties. Tranquility AI hereby represents and warrants that: (i) it shall perform the Services in a professional and workmanlike manner in accordance with industry standard best practices; and (ii) the Services shall conform with the Documentation in all material respects. Notwithstanding anything to the contrary in this Agreement, Customer's sole and exclusive remedy for Tranquility AI's breach of its representations and warranties set forth in Section 11 shall be, at Tranquility AI's sole option and expense, either: (i) the prompt correction or re-performance of the affected Services to conform to the applicable warranty; or (ii) if Tranquility AI is unable to correct such nonconformity within a reasonable time after written notice or at Tranquility AI's election, the refund of any fees paid by Customer which directly relate to the nonconforming portion of the Services.

c. Customer Representations and Warranties. Customer hereby represents, warrants and covenants that: (i) it shall use the Services and Output in accordance with the Documentation and in compliance with all applicable laws, rules and regulations (including, without limitation, those related to the use of AI/ML models in connection with activities which may adversely affect the rights and freedoms of others); (ii) its use or transmission of Customer Data in connection with the Services shall not exceed Customer's lawful authority with respect to such Customer Data; (iii) it has obtained and shall securely maintain from any unauthorized access or use, for the applicable Order Form Term, the computer systems, networks or other information technology infrastructure necessary to access and use the Services other than the Services themselves; and (iv) it shall only permit access or use of the Services or any Output (as defined below) by personnel with appropriate credentials and expertise, consistent with industry standard best practices, and such personnel shall only use the Services or any Output with the appropriate human oversight and intervention necessary to ensure that Customer does not rely on the Services or any Output without evaluating the accuracy, suitability, appropriateness, quality and truthfulness of the Services and Output.

d. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH HEREIN, TRANQUILITY AI

HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR COVENANTS: (I) REGARDING THE ACCURACY, SUITABILITY, APPROPRIATENESS, QUALITY OR TRUTHFULNESS OF ANY OUTPUT GENERATED THROUGH CUSTOMER'S USE OF THE SERVICES OR WHICH ARE OTHERWISE MADE AVAILABLE ON THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY RELATED CONCLUSIONS, ANALYSIS OR RECOMMENDATIONS (COLLECTIVELY, THE "OUTPUT"); AND (II) THAT ANY OUTPUT, THE SERVICES OR ANY OTHER DATA, INFORMATION OR MATERIALS CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS OR ACHIEVE ANY RESULTS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT DUE TO THE NATURE OF THE SERVICES AND AI/ML GENERALLY, OUTPUT MAY NOT BE ACCURATE, APPROPRIATE, RELIABLE OR SUITABLE FOR CUSTOMER'S REQUIREMENTS. AS BETWEEN THE PARTIES, USE OF OUTPUT BY OR ON BEHALF OF CUSTOMER IS AT CUSTOMER'S SOLE RISK AND CUSTOMER IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, SUITABILITY, APPROPRIATENESS, QUALITY OR TRUTHFULNESS OF ANY OUTPUT BEFORE USE IN ANY MANNER. THE SERVICES AND OUTPUT ARE NOT INTENDED FOR USE BY OR ON BEHALF OF CUSTOMER WITHOUT HUMAN OVERSIGHT NECESSARY TO ENSURE THE FOREGOING. AS BETWEEN THE PARTIES, TRANQUILITY AI SHALL NOT BE LIABLE IN ANY MANNER AS A RESULT OF IN CONNECTION WITH CUSTOMER'S FAILURE TO MONITOR USE OF THE SERVICES OR ANY OUTPUT, OR FOR ANY USE OF THE SERVICES OR OUTPUT WHICH DOES NOT OTHERWISE ACHIEVE CUSTOMER'S DESIRED RESULTS. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND OUTPUT ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT IN LEGAL, LAW ENFORCEMENT, JUDICIAL, OR INVESTIGATIVE PROCEEDINGS, AND CUSTOMER BEARS SOLE RESPONSIBILITY FOR ANY DECISIONS, ACTIONS, OR PROCEEDINGS BASED IN WHOLE OR IN PART ON ANY OUTPUT.

12. Indemnification.

To the fullest extent permitted by law, Tranquility AI shall defend, indemnify, and hold harmless Customer, its officers, directors, employees and representatives (collectively, the "Indemnatee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that the Service infringes, violates or misappropriates any third party's intellectual property or other proprietary rights. Tranquility AI's indemnification obligations hereunder shall be conditioned upon the Indemnatee providing Tranquility AI with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve Tranquility AI of its indemnity obligations if Tranquility AI is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnatee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at Tranquility AI's expense). The foregoing obligations of Tranquility AI do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent: (a) not created or provided by Tranquility AI (including without limitation any Customer Data); (b) made in whole or in part in accordance to Customer specifications; (c) modified after delivery by Tranquility AI; (d) combined with other products, processes or materials not provided by Tranquility AI (where the alleged Losses arise from or relate to such combination); (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (f) Customer's use of the Service is not strictly in accordance herewith.

Tranquility AI's indemnification of Customer for negligence, and Customer's limitations, defenses and immunities under Wisconsin law, are governed by Article VI (Indemnification and Allocation of Risk) of the City Agreement, which shall control in the event of any conflict with this Section 12. Customer shall not be required to indemnify Tranquility AI under this Agreement.

13. Limitation of Liability.

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD IN CONNECTION WITH THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING); OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO TRANQUILITY AI HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER. NOTHING IN THIS SECTION 13 LIMITS ARTICLE VI OF THE CITY AGREEMENT, AND IN NO EVENT SHALL CUSTOMER BE LIABLE FOR AN AMOUNT GREATER THAN THE LIMITS OF LIABILITY FOR MUNICIPAL CLAIMS ESTABLISHED BY WISCONSIN LAW.

14. Export Regulation.

The Services may utilize software and technology that may be subject to the export control laws of the United States of America ("US"), including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

15. US Government Rights.

Each of the Documentation, Output and the software components that constitute the Services are a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services, Output and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

16. Miscellaneous.

This Agreement, together with the City Agreement, represents the entire agreement between Customer

and Tranquility AI with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Tranquility AI with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding its conflicts of law rules, and the venue for any actions arising under this Agreement shall be the Circuit Court for Milwaukee County, Wisconsin. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's prior written consent; provided that: (x) either party may assign this Agreement in its entirety without the other party's prior written consent in connection with the assigning party's merger, acquisition, corporate reorganization or sale of all or substantially all assets to which this Agreement relates; and (y) Tranquility AI may utilize subcontractors in the performance of its obligations hereunder, subject to Article I of the City Agreement. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Tranquility AI Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 320 Main Street Suite 2A, Laurel, Maryland 20707.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide access to its AI-powered digital evidence and investigative analysis platform;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT through its SaaS Platform, "TimePilot," as described in CONTRACTOR's "SaaS Platform Solution Order Form," effective as of the date of CLIENT's execution thereof, and as further described in CONTRACTOR's Enterprise Terms of Use, dated March 26, 2026, as modified for the City of Franklin, Wisconsin, both annexed hereto and collectively incorporated herein as Attachment A. The Order Form and the Enterprise Terms of Use shall apply to the services under this AGREEMENT, subject to Article X.
- B. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT; provided that CLIENT approval shall not be required for hosting, infrastructure, and other service providers used to operate the TimePilot platform.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of or independent subcontractors to CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express agreements may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS – Waived

III. ASSISTANCE AND CONTROL

- A. Jason Ireland will coordinate the work of the CONTRACTOR and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

IV. TERMINATION

This AGREEMENT may be terminated by CLIENT, for its convenience, at any time, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days' written notice.

- A. If this AGREEMENT is terminated for any reason, CONTRACTOR shall return or make available to CLIENT all Customer Data and Output (as defined in the Enterprise Terms of Use). CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- B. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

V. INSURANCE

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

A. General/Commercial Liability	\$2,000,000 per occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be listed as a certificate holder.</i>
B. Automobile Liability	Not applicable

C. Umbrella or Excess Liability Coverage for General/Commercial Liability	\$2,000,000 per occurrence / \$2,000,000 aggregate <i>CITY shall be listed as a certificate holder.</i>
D. Worker's Compensation and Employers' Liability	Statutory
E. Cyber Liability	\$3,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days' prior notice to CLIENT and naming CLIENT as certificate holder.

VI. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VII. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorneys' fees.

VIII. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of seven (7) years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request. For clarity, this Section applies to CONTRACTOR's business records relating to this AGREEMENT and does not require retention of Customer Data beyond the term of this AGREEMENT.

IX. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession or industry, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall comply with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates have any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT.
- D. This AGREEMENT may be executed in multiple counterparts and will have the same legal force and effect as if the CONTRACTOR and CLIENT had executed it as a single document. The CONTRACTOR and CLIENT agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The CONTRACTOR and CLIENT may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document, and any amendment hereto.
- E. This AGREEMENT may only be amended by a written instrument signed by both CLIENT and CONTRACTOR.

X. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto, except that Sections 4 (Ownership) and 11(d) (Disclaimer) of the Enterprise Terms of Use shall control. For clarity, Article VI of this AGREEMENT shall control with respect to indemnification and allocation of risk.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

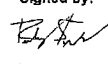
BY: _____

PRINT NAME: John R. Nelson

TITLE: Mayor

DATE: _____

TRANQUILITY AI INC.

Signed By: 
BY: _____
25CBA94FC0F84A2

PRINT NAME: Reiley Syrek

TITLE: COO

DATE: 10/29/2026

ATTESTED BY:

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Danielle L. Brown

TITLE: Director of Finance and Treasurer

DATE: _____

Approved as to form:

Christina M. Lucchesi, City Attorney

DATE: _____



Website: www.tranquility.ai
Address: 320 Main St., Suite 2A, Laurel, MD 20707

This document provides a detailed overview of the security, compliance, infrastructure, and operational practices for Tranquility AI's TimePilot product. It serves as a comprehensive reference detailing the hosting environment, data security protocols, regulatory adherence, identity management, and business continuity measures.

The platform is designed with stringent security measures, highlighted by its **FBI Criminal Justice Information Services (CJIS) compliance**, meeting the technical security and privacy requirements. Customer data is robustly secured within **AWS US regions** using **AES256 encryption** managed by **TAI-owned KMS Customer Managed Keys**. Access is strictly controlled, with only **CJIS cleared Tranquility AI engineers** able to access backups, and the hosting provider explicitly **does not** have access to customer data. All Personally Identifiable Information (PII) is encrypted to **FIPS 140-2 or FIPS 140-3 standards** both at rest and in transit. Furthermore, user access is secured with **CJIS compliant password complexity**, mandatory **2nd factor authentication** using FIPS compliant factors, and support for **SAML/OIDC SSO**. The commitment to security is maintained through continuous monitoring, 24/7 on-call engineering support, and adherence to the FBI CJIS Security Policy and AWS Well-Architected frameworks.

1. Hosting Provider & Data Location

- **Hosting Provider:** Tranquility AI's product TimePilot is hosted within Amazon Web Services (AWS).
- **Hosting Location:** All data is hosted within the United States.
- **Primary Data Storage:** Primary data is stored in **us-east-1 (northern Virginia)**.

2. Data Access, Security, Segregation & Encryption

- **Data Segregation/Security:** Customer data is encrypted using **TAI-owned KMS customer managed keys**.
- **Primary Data Encryption:** Encryption is **AES256**, managed via **AWS KMS Customer Managed Keys**.
- **Audit Logs:** All application actions (user or automated), including data access, are logged and accessible by engineers via AWS at any time.
- **Backup Data:** Backup data is stored in AWS using **KMS CMK encryption**. Only **CJIS cleared Tranquility AI engineers** can access backups.
- **PII Protection:** All PII is encrypted to **FIPS 140-2 standards** while the data is at rest and in transit, in accordance with CJIS requirements.
- **Breach Support:** Tranquility AI provides a security staff and managed detection and response in case of a breach.
- Hosting provider **does not** have access to customer data.

3. Regulatory Compliance

- **Compliance:** Tranquility AI is **FBI Criminal Justice Information Services (CJIS)** compliant at both the technical and personnel levels.
- **Regulations Followed:** FBI CJIS Security Policy Version 6.0.

4. Hosting Facility Security & Compliance

- All physical security and environmental controls applicable under CJIS are inherited from AWS.

5. Business Continuity & Disaster Recovery

- **Disaster Recovery:** Tranquility AI systems monitor and alarm on business functions. An **on-call rotation** is maintained to recover from issues according to our service level agreements.

6. Identity Management, Security & Single Sign-On (SSO)

- **SSO Options:** SAML and OIDC are supported.
- **Identity Management Integration:** TimePilot can be integrated with an existing Identity Management system via the above means.
- **User Security & Authentication:** Authentication services use cryptographic modules that are **FIPS 140-validated (140-2 or 140-3)** for all TLS and key operations involved in user authentication. We terminate HTTPS on FIPS-enabled endpoints and rely on platform cryptography that is validated under the NIST Cryptographic Module Validation Program (CMVP).

7. Standards, Policies, Procedures & Frameworks

- **Standards Followed:** FBI CJIS Security Policy and AWS Well-Architected.
- **Reports:** Audit trails are available upon request.

8. Support & Maintenance

- **Support Types:** Email and self-service.
- **Monitoring:** Continuous monitoring and alerting is performed, with an engineering on-call 24/7.
- **Maintenance:** Tranquility AI maintains upgrades and patches for the customer.

9. Service Level Agreements (SLAs)

- **SLAs:** The TimePilot app has real-time feedback and issue reporting. **Rapid technical support** and designated **customer success managers** are provided.

10. AI

- **Model Training:** Tranquility AI **does not perform any training** on customer data.
- **Model vendor APIs:** TimePilot does not process customer data using model vendor web-based APIs.

TimePilot AI Investigative Platform (Tranquility AI) — Departmental Overview

Informational briefing

1. Executive summary

The Police Department evaluates technologies that improve investigative efficiency while protecting public funds, data privacy, and community trust. TimePilot, developed by Tranquility AI, is an AI-powered analysis tool built for law enforcement. It reviews materials already lawfully held in a case file — reports, body-camera video, phone records, jail calls, 911 audio, financial records — and produces summaries, timelines, and linkages that would otherwise require weeks of manual review.

Vendor-reported outcomes include processing months of case data in minutes and significantly faster case preparation for prosecution. The vendor states the platform is CJIS compliant, encrypts data in transit and at rest, does not train AI models on customer data, and operates only on the case materials an agency uploads — it does not search the open internet.

2. Background

Modern investigations generate large volumes of digital evidence spread across many systems: records management (RMS), computer-aided dispatch (CAD), body-worn cameras, jail phone systems, phone extractions, and financial documents. Reviewing these materials manually is slow and can delay case clearance and prosecution support.

The Department has been reviewing investigative technology platforms that consolidate and accelerate this work. Tranquility AI (TimePilot) has agreed to provide a no cost grant (donated licenses) for a trial-period of one year.

3. What TimePilot does

In plain terms, TimePilot acts as an analytical assistant for detectives and prosecutors:

- **Case summaries and timelines.** Automatically builds a chronological narrative from scattered evidence, which investigators can review and edit.
- **Question-driven search.** Investigators ask questions in their own words ("When did these two numbers communicate?" "What did the officer say at the scene?"), and the system answers from the case materials with references to the source evidence. It supports over 120 languages, including slang, and reads

handwriting on scanned documents.

- **Multimedia review.** Summarizes video and creates searchable transcripts of audio (e.g., 911 calls, jail calls) in seconds.
- **Connection discovery.** Identifies relationships between people, phone numbers, funds, vehicles, and events that may be missed in manual review.
- **Evidence protection.** Automatically detects and blurs potential child sexual abuse material, preserving critical evidence while reducing investigators' repeated exposure to graphic content.

Important limitation by design: TimePilot analyzes only the materials in the uploaded case file. It does not search the open internet and cannot introduce outside information into the record.

Suitable case types include homicides, cold cases, human trafficking, drug and fentanyl investigations, property and financial crimes, domestic violence, and gang and cartel matters.

4. Privacy, transparency, and oversight considerations

In keeping with the Council's oversight role, the Department notes the following considerations that would be addressed before any deployment:

- **Scope of use.** The platform analyzes evidence the Department already lawfully holds; it does not collect new data or surveil the public.
- **Audit trail.** Vendor states usage monitoring and granular access controls are built in; specifics on audit-log export and retention would be confirmed in any contract.
- **Judicial defensibility.** AI-assisted summaries are working products; findings used in reports or prosecution would be traceable to source evidence.
- **Human review.** Analysts and detectives retain final judgment; AI output is used to accelerate review, not replace investigative conclusions.

The vendor cites published security practices including 24/7 monitoring, business continuity, and incident response policies.

5. Glossary of terms

Term	Meaning
CJIS	Criminal Justice Information Services — FBI security standards for criminal justice data systems

RMS	Records Management System — the Department's report and records database
CAD	Computer-Aided Dispatch — the system logging calls for service

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2026
REPORTS & RECOMMENDATIONS	<p data-bbox="500 310 1206 380">Confirmation of the Appointment of Jean Schultz as Director of Health and Human Services</p> <p data-bbox="500 422 1206 884">The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER H.9.
<p data-bbox="131 905 1554 1045">Mayor Nelson and Board of Health Chairman, Henry Wengelewski, DDS, requests confirmation of Jean Schultz, Ed.D., MS, REHS/RS as the City of Franklin Director of Health and Human Services and Health Officer after the completion of a background check and a pre-employment drug screen, both of which have already been completed.</p> <p data-bbox="131 1087 1554 1192">The selection and appointment of the Director (Health Officer) is defined by State Statutes; and, confirmation has been received from the State Health Officer that Ms. Schultz meets the requirements set forth in Wis. Stats. §251.06 as a Level III health officer.</p> <p data-bbox="131 1268 1211 1304">Ms. Schultz's resume and the job description for this position are attached for review.</p> <p data-bbox="553 1360 1040 1396" style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p data-bbox="131 1438 1523 1703">The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> <p data-bbox="131 1745 1531 1812">Motion to confirm the appointment of Jean Schultz as Director of Health and Human Services for the City of Franklin, following successful completion of the required background check and pre-employment drug screen.</p> <p data-bbox="131 1877 256 1913">HR - BW</p>		

Applications/resumes must be received by 3:00pm on 9/15/2026.

The City of Franklin, located in the far southwest corner of Milwaukee County, is accepting applications for our Director of Health & Human Services position. The successful applicant, as the Health Officer, will work to identify the health needs of the City of Franklin and develop programs to meet established goals. The Director is responsible for control of communicable diseases and currently manages a staff of 11 employees. Full job duties can be viewed in the Job Description.

Qualifications Include: Graduation from an accredited college or university with a Master's degree in nursing, public health, environmental health, physical or biological sciences, or a related field. Three (3) years of progressively responsible full-time employment with a public health agency, including responsibility for communicable disease prevention and control. Licensed by State of Wisconsin as a registered professional nurse or sanitarian, if applicable. A valid driver's license is required.

Salary Range & Benefits: \$90,002 - \$121,499 annually, plus competitive benefit package which includes the WI Retirement System Pension Plan; 2 choices of Health Insurance Plans (a Traditional PPO Plan or a High-Deductible Plan with a HSA option); Dental, Vision and Life insurance; and paid time off including vacation, holidays, personal days and sick time.

Application Instructions: To be considered for this position, please complete the online application form in addition to submitting a resume. The resume should be emailed to Blake Wieting, Human Resources Administrator. **Applications/resumes must be received by 3:00pm on 9/15/26**

Jean M. Schultz, Ed.D., MS, REHS/RS

(414) 526-4313 | jeanmschultz@gmail.com | linkedin.com/in/jean-m-schultz

PROFESSIONAL SUMMARY

Public health executive with experience as a Wisconsin Health Officer and in local and state public health leadership. Experienced leading multidisciplinary teams and complex public health programs, managing multi-million-dollar budgets, implementing public health requirements, and working with Boards of Health, elected officials, and community partners.

CORE COMPETENCIES

Public Health Administration | Health Officer Leadership | Public Health Program Management | Communicable Disease | Environmental Health | Emergency Preparedness | Staff Leadership | Budget & Grant Management | Policy Development & Implementation | Strategic Planning | Performance Management | Continuous Quality Improvement | Workforce Development | Community Engagement & Partnerships | Regulatory Compliance

EDUCATION

- Ed.D., Educational Sustainability – University of Wisconsin – Stevens Point, December 2025
 - Dissertation: *Health Equity Proficiencies Among Public Health Officers* (Published 2026) - examined health equity proficiency and organizational and systems factors that support effective public health practice.
- M.S., Sustainable Management – University of Wisconsin – Parkside, May 2019
- B.S., Geography – Physical Environment and German, University of Wisconsin – Stevens Point, December 2005

PROFESSIONAL EXPERIENCE

Regional Health Officer

Illinois Department of Public Health | May 2026 - Present

- Provide regional leadership, consultation, training, and technical assistance to local health departments implementing statewide public health priorities.
- Work with local health departments, healthcare systems, elected officials, and community organizations to identify needs, connect partners with state programs and resources, and strengthen regional public health practice.
- Analyze policy, program performance, and operational issues to support quality improvement, technical assistance, and statewide public health initiatives.

Project Manager

Minnesota Pollution Control Agency | Sept 2024 – April 2026

- Led complex cross-functional strategic initiatives involving executive leadership, implementation planning, stakeholder engagement, process improvement, and organizational change.
- Coordinated multidisciplinary workgroups across state agencies, Tribal governments, local governments, and community partners.
- Presented technical and policy recommendations to executive leadership and supported improvements in organizational processes, accountability, and communication.

Health Officer

Juneau County | Mar 2023 – Nov 2023

- Directed a Level II local public health department, supervising approximately 20 multidisciplinary staff, including three managers, and administering an approximately \$2 million budget.
- Served as chief health strategist and provided executive oversight of communicable disease, maternal and child health, emergency preparedness, environmental health, immunizations, WIC, Well Woman, and other public health programs.
- Led Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), strategic planning, performance management, continuous quality improvement, and policy implementation.
- Led workforce development through hiring, onboarding, employee coaching, performance management, and professional development.
- Worked with the Board of Health, county leadership, elected officials, and staff to address public health priorities and implement public health requirements.
- Facilitated community coalitions and partnerships with healthcare providers, schools, behavioral health, social services, emergency management, and community organizations.
- Oversaw environmental health services provided through a contract with Wood County, including coordination of services and contract oversight.
- Led public health emergency preparedness and response activities and served as Incident Commander during public health emergencies.

COVID-19 Unit Supervisor

Minnesota Department of Health | Oct 2022 – Feb 2023

- Coordinated statewide COVID-19 prevention and response activities within the Healthcare-Associated Infections and Antimicrobial Resistance Section and supervised six case managers.
- Provided infection prevention and control technical assistance, connected healthcare facilities with resources, and coordinated with local health departments and multidisciplinary partners.

Director/Health Officer

Polk County | Feb 2021 – Jun 2022

- Directed a Level III local public health department, supervising 20 multidisciplinary staff and administering an approximately \$2.5 million budget.
- Provided executive oversight of communicable disease, environmental health, emergency preparedness, immunizations, Public Health Nursing, WIC, Well Woman, reproductive health, and other public health programs.
- Oversaw Environmental Health Specialists, environmental health investigations, regulatory enforcement, and compliance, and enforced public health laws under statutory authority and county policy.
- Developed grant applications and administered state and federal grants and contracts, managing budgets, expenditures, compliance, performance, and corrective action when necessary.
- Led Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), strategic planning, workforce development, policy development, and organizational improvement.
- Worked with the Board of Health, county leadership, elected officials, healthcare providers, schools, Tribal governments, social services, emergency management, and community coalitions to address public health priorities and community needs.
- Managed federal Drug-Free Communities grant activities and supported community partnerships focused on substance misuse prevention and other local priorities.
- Directed development and implementation of the county's COVID-19 vaccination program, including a drive-through clinic developed with Public Works, Emergency Medical Services, volunteer healthcare professionals, and community partners.
- Evaluated program performance, grant outcomes, and community needs to guide operational improvements, resource allocation, and strategic decisions.
- Oversaw communicable disease investigation, follow-up, reporting, and response and utilized WEDSS and WIR to support disease surveillance and immunization activities.

Environmental & Disease Control Specialist

City of Milwaukee | Oct 2016 – Jun 2018 and Oct 2019 – Jan 2021

- Conducted environmental health and disease control work involving lead hazards, drinking water, emergency preparedness, regulatory compliance, public education, and environmental investigations.
- Helped develop and implement the City's Lead in Drinking Water Program and coordinated with Milwaukee Water Works, healthcare providers, schools, childcare providers, laboratories, and community organizations.
- Collected and analyzed public health data to support planning, grant reporting, and evidence-informed decision-making.

Environmental Health Supervisor

City of Milwaukee | Jul 2018 – Sept 2019

- Supervised five environmental health staff and provided indirect supervision to approximately 25 staff responsible for lead poisoning prevention, environmental investigations, regulatory compliance and enforcement, risk communication, and community outreach.
- Directed program operations, staff development, performance management, and quality improvement and developed policies and procedures to strengthen service delivery.
- Coordinated with healthcare systems, schools, childcare providers, laboratories, contractors, and community organizations on complex environmental health issues.

Lead Risk Assessor

City of Milwaukee | Nov 2014 – Sept 2016

- Conducted home visits and environmental assessments to identify childhood lead hazards, educate families, and support regulatory compliance.
- Worked with families, property owners, contractors, healthcare providers, and community organizations on lead hazard prevention and follow-up.

Environmental Scientist

Giles Engineering Associates | Jun 2006 – Oct 2014

- Conducted environmental investigations, site assessments, sampling, remediation-related activities, technical reporting, and regulatory compliance work for public and private sector clients.
- Completed more than 200 Phase I Environmental Site Assessments and assisted clients with remediation planning, regulatory coordination, and corrective actions.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2026
REPORTS AND RECOMMENDATIONS	<i>VH PVR, LLC v. City of Franklin</i> , Milwaukee County Circuit Court, Case No. 26-CV-7463. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER MS.10.

COUNCIL ACTION REQUESTED

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2026
REPORTS AND RECOMMENDATIONS	<i>Franklin Public Schools, et al. v. City of Franklin Common Council, et al.</i> , Milwaukee County Circuit Court, Case No. 25-CV-8557, Court of Appeals Case No. 2026AP002202. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER M. 11.

COUNCIL ACTION REQUESTED

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2026
REPORTS AND RECOMMENDATIONS	Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER M.12.
<div data-bbox="511 1604 1148 1648" data-label="Section-Header"> <p align="center">COUNCIL ACTION REQUESTED</p> </div> <div data-bbox="116 1682 1544 1862" data-label="Text"> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> </div>		

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2026
REPORTS AND RECOMMENDATIONS	<i>Basil Ryan, Jr., et al. v. City of Franklin</i> , Milwaukee County Circuit Court, Case No. 25-CV-5866, Court of Appeals Case No. 2026AP002025. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER A.13.

COUNCIL ACTION REQUESTED

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

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of November 4th, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of November 4th, 2026.



414-425-7500

License Committee Agenda
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
November 4, 2026 – 5:35 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2026-2027 New 5:40 p.m.	Ryan Wunderlich Crystal Ridge			
Class B Combination 2026-2027 New 5:50 p.m.	J&J Bar LLC DBA J&J Sports Bar & Grill Jagroop Bhullar, Agent 7211 S 76 th St			
Temporary Class “B” Beer	St Martin of Tours – Vietnamese Christmas Cultural Festival Person in Charge: Rev. Francis Vu Tran Location: St Martin of Tours Church 7963 S 116 th St, Franklin WI Date of Event: 12/19/26 - 6:00 pm to 11:30 pm			
Operator 2026-2027 New	Robert Amich Swiss Street Pub & Grille			
Operator 2026-2027 New	Cassie Budney Tail Spin Pub & Pizza			
Operator 2026-2027 New	Jennifer Drzewiecki St Martin of Tours			
Operator 2026-2027 New	Dywayne Evans Iron Mike’s			
Operator 2026-2027 New	Son Thanh Le St Martin of Tours			
Operator 2026-2027 New	Victor Truong St Martin of Tours			

3.	Adjournment	Time:

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/4/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated October 16, 2026 through October 29, 2026 Nos. 208792 through Nos. 208962 in the amount of \$ 3,370,820.74. Also included in this listing are EFT Nos. 6695 through EFT Nos. 6714, Library vouchers totaling \$ 23,381.99, Tourism vouchers totaling \$ 62,275.00 and Water Utility vouchers totaling \$ 1,350,334.31. Voided checks in the amount of \$ (50.00) are separately listed.

Early release disbursements dated October 16, 2026 through October 28, 2026 in the amount of \$ 2,129,950.78 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated October 30, 2026 is \$ 542,180.59, previously estimated at \$ 500,000. Payroll deductions dated October 30, 2026 are \$ 585,854.22, previously estimated at \$ 559,000.

The estimated payroll for November 13, 2026 is \$ 487,000 with estimated deductions and matching payments of \$ 282,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of October 29, 2026 in the amount of \$ 3,370,820.74
- Payroll dated October 30, 2026 in the amount of \$ 542,180.59 and payments of the various payroll deductions in the amount of \$ 585,854.22 plus City matching payments and
- Estimated payroll dated November 13, 2026 in the amount of \$ 487,000 and payments of the various payroll deductions in the amount of \$ 282,000, plus City matching payments.

ROLL CALL VOTE NEEDED