

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.  
<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA  
TUESDAY APRIL 15, 2025 AT 6:30 P.M.

Oath of Office – Jon Peccarelli, 1st District Alderman  
Oath of Office – Michelle Eichmann, 2nd District Alderwoman  
Oath of Office – Nabil Salous, 5th District Alderman

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of April 2, 2025.
- D. Hearings – A proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 7220 West Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features (Approximately 3.72 acres) (ECE Hills, Applicant).
- E. Organizational.

Election of Common Council President.

Mayoral Aldermanic Appointments:

- 1. Alderman Peccarelli-Finance Committee (1 year term expiring 04/20/26).
- 2. Alderman Peccarelli-Technology Commission (3 year term expiring 04/17/28).
- 3. Alderwoman Eichmann-Economic Development Commission (3 year term expiring 04/17/28).
- 4. Alderwoman Eichmann-Fair Commission (1 year term expiring 04/17/28).
- 5. Alderwoman Eichmann-License Committee (1 year term expiring 04/20/26).
- 6. Alderwoman Eichmann-Personnel Committee (3 year term expiring 04/17/28).
- 7. Alderwoman Hasan-Board of Health (1 year term expiring 04/20/26).
- 8. Alderwoman Day-Finance Committee (1 year term expiring 04/20/26).
- 9. Alderwoman Day-License Committee (1 year term expiring 04/20/26).
- 10. Alderwoman Day-Plan Commission (1 year term expiring 04/20/26).
- 11. Alderman Salous-Community Development Authority (3 year term expiring 04/17/28).
- 12. Alderman Salous-Plan Commission (1 year term expiring 04/20/26).

13. Alderman Salous-Quarry Monitoring Committee (3 year term expiring 05/01/28).
14. Alderman Craig-Finance Committee (1 year term expiring 04/20/26).
15. Alderman Craig-Library Board (1 year term expiring 04/20/26).
16. Alderman Craig-License Committee (1 year term expiring 04/20/26).
17. Alderman Craig-Parks Commission (1 year term expiring 04/20/26).

Mayoral Boards and Commission Appointments:

18. Craig Marifke, 10402 W. Herda Pl., Ald. Dist. 6 – Architectural Board (3 year term expiring 04/30/28).
19. Jim Arneson, 5188 W. Harvard Dr., Ald. Dist. 5 – Architectural Review Board (3 year term expiring 04/30/28).
20. Kenneth Sweeney, 11221 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission (3 year term expiring 04/30/28).
21. David Lindner, 4007 W. Acre Ave., Ald. Dist. 5 – Fair Commission (3 year term expiring 04/30/28).
22. John Trudeau, 11410 W. Mayers Dr., Ald. Dist. 6 – Fair Commission (3 year term expiring 04/30/28).
23. Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 – Finance Committee (1 year term expiring 04/30/26).
24. Mira Kresovic, 8810 S. 51st.St., Ald. Dist. 4 – Finance Committee (1 year term expiring 04/30/26).
25. Mohammed Nowman, 4455 W. Woodland Dr., Ald. Dist. 3 – Finance Committee (1 year term expiring 04/30/26).
26. John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 – Finance Committee (1 year term expiring 04/30/26).
27. James Martins, 8410 S. Fountain Ct., Ald. Dist. 1 – Fire and Police Commission (5 year term expiring 04/30/30).
28. Dr. Henry Wengelewski, 3643 W. Sharon Ln, Ald. Dist. 5 – Board of Health (2 year term expiring 04/30/27).
29. Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 – Board of Health (2 year term expiring 04/30/27).
30. Patricia Nissen, 8010 W. Coventry Dr., Ald. Dist. 2 – Board of Health (2 year term expiring 04/30/27).
31. Amy Serafin, 9951 S. 112th St., Ald. Dist. 6 – Parks Commission (3 year term expiring 04/30/28).
32. Mary Remington, 7600 S. Chapel Hill Dr., Ald. Dist. 6 – Parks Commission (3 year term expiring 04/30/28).
33. Jesse M. Valdez, 8557 S. Parkland Dr., Ald. Dist. 4 – Parks Commission (3 year unexpired term expiring 04/30/26).
34. Richard Budny, 9237 S. 48th St., Ald. Dist. 4 – Personnel Committee (3 year term expiring 04/30/28).
35. Frank Prusko, 8007 S. Steepleview, Ald. Dist. 2 – Personnel Committee (3 year term expiring 04/30/28).

36. Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 – Plan Commission (3 year term expiring 04/30/28).
37. Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 – Plan Commission (1 year term expiring 04/30/26).
38. David Woznicki, Jr., 4125 W. McGinnis Dr., Ald. Dist. 4 – Board of Public Works (3 year term expiring 04/30/28).
39. Charles Porter, 7946 S. North Cape Rd., Ald. Dist. 6 – Board of Public Works (3 year term expiring 04/30/28).
40. Jon TenHaken, 9257 S. Sherwood Dr., Ald. Dist. 4 – Mayoral Appointment to the Quarry Monitoring Committee (3 year term expiring 05/31/28).
41. Dina Swanson, 8146 S. 43rd St., Ald. Dist. 5 – District 5 Aldermanic Appointment to the Quarry Monitoring Committee (3 year term expiring 05/31/28).
42. Peter Jankowski, 8160 S. 77<sup>th</sup> St., Ald. Dist. 1 – District 1 Aldermanic Appointment to the Board of Review (3 year term expiring 04/19/28).
43. Dianna Peccarelli, 8018 S. Forest Meadows Dr.; Ald. Dist. 1 – District 2 Aldermanic Appointment to the Board of Review (3 year term expiring 04/19/28).
44. Gregory Strowig, 8128 S. 77th St., Ald. Dist. 1 – Technology Commission (3 year term expiring 04/30/28).
45. James McWilliams, 4645 W. Sherwood Dr., Ald. Dist. 4 – Technology Commission (3 year term expiring 04/30/28).
46. Patrick Hammer, 9720 S 112th St., Ald. Dist. 6 – Board of Zoning and Buildings Appeals as an Alternate Member (3 year term expiring 04/30/28).
47. Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 – Board of Zoning and Building Appeals (3 year term expiring 04/30/28).

F. Letters.

- G. Reports and Recommendations [*n.b. The G I. Sound Monitoring Request for Proposal Review and Next Steps 4/2/25 Council meeting item remains a work in process at this time, with the intention to return to the Common Council at the May 6, 2025 meeting.*]
1. Mayoral Appointment of Weed Commissioner/Cutter.
  2. A Resolution to Issue Contract Change Order No. 1 for the 2024 Local Street Improvement Program to Decrease the Contract Price by \$34,729.33.
  3. A Resolution to Authorize a Professional Services Contract with TRC Companies Inc. to Provide Engineering Services to Address the Contaminated Soils on W. Cortez Circle in the amount of \$4,303.51.
  4. An Ordinance to create Section 15-3.0448 of the Franklin Unified Development Ordinance establishing Planned Development District No. 43 (Ryan Commons) and to rezone property from R-8 Multiple-Family Residence District to Planned Development District No. 43 (7220 W. Ryan Rd.).

5. An Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 7220 W. Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features (Approximately 3.72 acres) (ECE Hills, Applicant).
6. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as part of the Approval of a Final Plat for Ridgewood Reserve Subdivision (generally located to the North of West Drexel Ave., East of South Ridgewood Dr., and West of South 76th St.) (Creative Homes, Inc., Property Owner/Applicant).
7. A Resolution Conditionally Approving a Final Plat for Ridgewood Reserve Subdivision (generally located to the north of West Drexel Ave., East of South Ridgewood Dr., and West of South 76th St.) (Creative Homes, Inc., Property Owner/Applicant).
8. A Resolution conditionally approving a Final Plat for the Cape Crossing Addition No. 2 subdivision (at approximately 12200 W. Ryan Rd.) (Cape Crossing, LLC, Applicant).
9. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as part of the Review and Approval of a Site Plan and Natural Resource Special Exception for Property Located at 8225, 8255, 8429, and 8459 W. Forest Hill Ave. (Franklin Public Schools, Applicant/Owner).
10. A Resolution Conditionally Approving a 2-lot Certified Survey Map, being a Parcel of Land located in that part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Montgomery Robert G.–Family Trust, Property Owner) (8570 S. 116th St.).
11. Update to ARPA Covid Recovery Program Grant Contract.
12. Alliance WI Youth State Opioid Response (SOR4) Prevention Grant Agreement.
13. Request Common Council Approval to allow the Fire Department to dispose of a decommissioned pickup truck, two decommissioned lawn mowers and miscellaneous surplus equipment.
14. A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 850-0019-000.
15. A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 748-9981-002.
16. Funding Oversight and Financial Reporting Accountability for Public Programs (Senior Citizen Group, Senior Travel Program, St. Martins Fair, and Civic Celebration).
17. An Ordinance to Amend §36-1A.(10) Financial Disclosure, Environmental Commission, of the Municipal Code, and §15-10.0208 Special Exceptions to Stream, Shore Buffer, Navigable Water-Related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, Subsections B. and B.2.d.xi) of the Unified Development Ordinance, to Remove “Environmental Commission”, and to Replace “Environmental Commission” with “Parks Commission”, Respectively.



18. *City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman*; Milwaukee County Circuit Court Case No. 24-CV-7479 and Tax Incremental District No. 5 Development Agreement — 2024 Shortfall Payment. 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.
19. Potential Acquisition of the Property at 9371 W. Loomis Road (TKN 801-9995-000; 1.565 acres) and the property adjacent thereto (TKN 801-9996-000; 3.629 acres) for Public Services Use(s) and Public Facilities Purposes. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of the property at 9371 W. Loomis Road (TKN 801-9995-000; 1.565 acres) and the property adjacent thereto (TKN 801-9996-000; 3.629 acres) for public services use(s) and public facilities purposes, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of April 15, 2025.

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

J. Adjournment.

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

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

#### REMINDERS:

April 17	Plan Commission	6:00 p.m.
May 6	Common Council	6:30 p.m.
May 8	Plan Commission	6:00 p.m.
May 20	Common Council	6:30 p.m.
May 22	Plan Commission	6:00 p.m.
May 26	City Hall Closed-Memorial Day	

**BLANK PAGE**

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
APRIL 2, 2025  
MINUTES

- |                                     |      |  |
|-------------------------------------|------|--|
| ROLL CALL                           | A.   | The regular meeting of the Franklin Common Council was held on April 2, 2025, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Barber, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.   |
| CITIZEN COMMENT                     | B.   | Citizen comment period was opened at 6:41 p.m. and was closed at 7:05 p.m.   |
| MINUTES<br>MARCH 18, 2025           | C.   | Alderman Hasan moved to approve the minutes of the Common Council meeting of March 18, 2025, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.   |
| SOUND MONITORING<br>PROPOSAL REVIEW | G.1. | Alderman Hasan moved to direct staff to continue the process to provide for specific applicable terms agreements with JPM Acoustics Noise Vibration and the Ballpark Commons developer, and to return same to the Common Council at its April 15, 2025 meeting. Seconded by Alderwoman Day. All voted Aye; motion carried.   |
| MISCELLANEOUS<br>LICENSES           | H.   | <p>Alderwoman Day moved to approve the following licenses of the License Committee Meeting of April 2, 2025:</p> <p>Hold 2024-25 Operator License for appearance to Xavier Mendoza;<br/>Grant New 2024-25 Operator License to Nithin Pamapati &amp; Preet Singh; and<br/>Grant Renewal 2025-26 Operator License to Dan Crass, Jennifer Deputy &amp; Anthony Megna.</p> <p>Seconded by Alderwoman Eichmann. All voted Aye; motion carried.</p> <p>Alderwoman Day moved to approve the Extraordinary Entertainment and Special Event for ROC Ventures-Fireworks post Milkmen Games 2025 for 5/9, 5/23, 5/30, 6/6, 7/3, 7/11, 8/1, 8/8 and 8/29 with a hard stop time of 10:15 p.m. and with approval by the Fire Department the week of each event. Subject to any City Code, regulations or agreement being adopted, created and/or entered into after the date of approval of this application, which subsequent Code provisions, regulations, and/or agreements, as they pertain to sound/noise requirements, shall be applicable to the license operations approved hereunder. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.</p> |

Alderwoman Day moved to approve ROC Ventures-Umbrella Bar 2025 Summer Concerts Series with dates of 5/31, 6/7, 6/14, 6/21, 6/28, 7/3, 7/4, 7/5, 7/12, 7/19, 7/26, 8/2, 8/9, 8/16, 8/23, 8/30, 9/6, 9/13, 9/20 and 9/27 with a 65 decibel set at all three monitors and a 10:30 p.m. hard stop time. If the sound is verified by the Police Department to be in violation there is a 15 minute timeline once contact has been made with ROC Ventures to get sound back to 65 decibels before receiving a violation. Subject to any City Code, regulations or agreement being adopted, created and/or entered into after the date of approval of this application, which subsequent Code provisions, regulations, and/or agreements, as they pertain to sound/noise requirements, shall be applicable to the license operations approved hereunder. Seconded by Alderman Hasan. On roll call vote, Alderman Craig, Alderman Barber, Alderwoman Day, Alderman Hasan and Alderwoman Eichmann voted Aye; Alderman Peccarelli voted No. Motion carried.

Alderwoman Day moved to approve ROC Ventures-Tacos and Tequila Concert 2025 for Saturday September 13, 2025 pending a sound check on the Friday before the event to set the decibel level with the promoter, Social House Entertainment. Promoter of the event will be in attendance at the sound check. If the sound is verified by the Police Department to be in violation there is a 15 minute timeline once contact has been made with ROC Ventures to get sound back to 65 decibels before receiving a violation. The event shall end at 11:00 p.m. with lights going on, the music will be off and there will not be any ambient music. A Site Plan is required for approval of this event. Subject to any City Code, regulations or agreement being adopted, created and/or entered into after the date of approval of this application, which subsequent Code provisions, regulations, and/or agreements, as they pertain to sound/noise requirements, shall be applicable to the license operations approved hereunder. Seconded by Alderwoman Eichmann. On a roll call vote, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Barber voted Aye; Alderman Peccarelli and Alderman Craig voted No. Motion carried.

Note-Applicant removed Phase Fest event from their application. Applicant will apply for Phase Fest event at a later date.

Alderwoman Day moved to approve ROC Ventures-The Hill Has Eyes Haunted Attraction 2025 as listed in their application. The event will run on Fridays and Saturdays beginning on 9/26/25 and end 11/1/25 with Sundays for family orientated events running 9/28/25 through 11/2/25. The sound decibel for this event will be 60 decibels at the West monitor, 60 decibels at the at East monitor and 69 decibels at the North monitor. The box office closes at 11 p.m., the last group ticket sales are 10 p.m.-12a.m. with the last group entering as late as 12 a.m.

The P.A. and DJ have a hard stop time at 12 a.m. If the sound is verified by the Police Department to be in violation there is a 15 minute timeline once contact has been made with ROC Ventures to get sound back to the agreed decibels at that monitor before receiving a violation. Subject to any City Code, regulations or agreement being adopted, created and/or entered into after the date of approval of this application, which subsequent Code provisions, regulations, and/or agreements, as they pertain to sound/noise requirements, shall be applicable to the license operations approved hereunder. Seconded by Alderwoman Eichmann. On a roll call vote, Alderman Barber, Alderwoman Day, Alderman Hasan and Alderwoman Eichmann voted Aye; Alderman Peccarelli and Alderman Craig voted No. Motion carried.

RES. 2025-8291  
CREATIVE HOMES,  
SUBDIVISION  
DEVELOPMENT  
AGREEMENT

G.2. Alderwoman Eichmann moved to adopt Resolution No. 2025-8291, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH CREATIVE HOMES, INC., THE DEVELOPER OF RIDGEWOOD RESERVE SUBDIVISION. Seconded by Alderman Craig. All voted Aye; motion carried.

RES. 2025-8292  
SPECIAL  
ASSESSMENT FOR  
INSTALLATION OF  
SANITARY SEWER  
ON S. 80<sup>TH</sup> ST. AND W.  
PARK CIRCLE WAY  
AND PUBLIC  
HEARING DATE  
MAY 6<sup>TH</sup>, 2025

G.3. Alderwoman Eichmann moved to adopt Resolution No. 2025-8292, A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE MUNICIPAL CODE AND SECTION 66.0701 OF THE STATE STATUTES FOR INSTALLATION OF A SANITARY SEWER ON SOUTH 80TH STREET FROM A POINT OF CONNECTION AT THE INTERSECTION OF WEST RYAN ROAD (STH 100) TO A POINT OF CONNECTION AT WEST PARK CIRCLE WAY AND SETTING A PUBLIC HEARING DATE OF MAY 6TH, 2025, AT 6:30 P.M. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. 2025-2666  
CREATE SECTION  
207-15K.(2)(J) OF THE  
FRANKLIN  
MUNICIPAL CODE

G.4. Alderwoman Eichmann moved to adopt Ordinance No. 2025-2666, AN ORDINANCE TO CREATE SECTION 207-15K.(2)(J) OF THE FRANKLIN MUNICIPAL CODE PERTAINING TO DEFERMENT OF PAYMENT OF SPECIAL ASSESSMENTS WITH REGARD TO A WATER MAIN PROJECT SERVING THE CITY TO BE CONSTRUCTED WITHIN A STATE TRUNK HIGHWAY FOR WHICH PUBLIC CONSTRUCTION IS ONGOING BY THE STATE, CAUSING THE NEED FOR THE WATER MAIN PROJECT TO PROCEED FORTHWITH. Seconded by Alderman Craig. On roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Barber, Alderman Craig voted Aye; Alderwoman Day voted No, motion carried.

- RES 2025-8293  
EMERGENCY PUMP  
REPLACEMENT AT  
ST MARTINS LIFT  
STATION
- G 5 Alderman Barber moved to adopt Resolution No 2025-8293, A RESOLUTION FOR EMERGENCY AUTHORIZATION TO CONTRACT WITH QUALITY FLOW SYSTEMS TO REPLACE PUMP AT ST MARTINS LIFT STATION IN LIEU OF THE PUBLIC BID PROCESS WITH A NOT-TO-EXCEED AMOUNT OF \$153,445 00 pursuant to a contract with the contractor with terms and conditions as approved by staff. Seconded by Alderwoman Eichmann All voted Aye, motion carried
- ORD 2025-2667  
AMEND ORDINANCE  
2024-2649 TO  
PROVIDE  
ADDITIONAL LIFT  
STATION
- G 6 Alderman Barber moved to adopt Ordinance No 2025-2667, AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE SEWER FUND TO PROVIDE ADDITIONAL LIFT STATION APPROPRIATIONS ASSOCIATED WITH THE EMERGENCY REPLACEMENT OF THE ST. MARTINS LIFT STATION PUMP IN THE AMOUNT OF \$153,445.00. Seconded by Alderwoman Eichmann All voted Aye, motion carried
- ORD. 2025-2668  
AMEND THE UNIFIED  
DEVELOPMENT  
ORDINANCE TO  
ALLOW A SPECIAL  
USE AND REVISE  
DESIGN STANDARDS
- G 7 Alderwoman Day moved to adopt Ordinance No 2025-2668, AN ORDINANCE TO AMEND SECTION 15-3.0444 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO 39 (MIXED USE BUSINESS PARK) TO ALLOW OUTDOOR STORAGE FACILITIES AS A SPECIAL USE AND TO REVISE DESIGN STANDARDS (GINA MARIE BONINI, MODINE MFG CO., APPLICANT) (3303 W OAKWOOD RD ). Seconded by Alderman Hasan All voted Aye; motion carried.
- Attorney Wesolowski left the meeting at 8:15 p m.  
Attorney Wesolowski returned to the meeting at 8 17 p.m
- RES. 2025-8294  
INSTALLATION OF A  
FENCE 6575 W RIVER  
POINTE DRIVE
- G 8 Alderwoman Eichmann moved to adopt Resolution No 2025-8294, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30 FOOT LANDSCAPE EASEMENT PLAT RESTRICTION, UPON LOT 22 OF RIVERVIEW POINTE SUBDIVISION (6575 W. RIVER POINTE DRIVE) (CRYSTAL & KEITH KENT, APPLICANTS) Seconded by Alderman Hasan All voted Aye, motion carried.
- ONE-YEAR  
EXTENSION OF  
EMERGENCY  
NOTIFICATION  
SYSTEM CONTRACT-  
INSPIRON LOGISTICS  
LLC
- G 9. Alderman Hasan moved to approve a one-year extension of the Wireless Emergency Notification System Service Agreement with Inspiron Logistics LLC for the City of Franklin Emergency Notification System for the period of 04/22/2025-04/21/2026 in the amount of \$11,725, and to authorize the Director of Administration to execute the agreement extension. Seconded by Alderwoman Eichmann All voted Aye; motion carried.

Mayor Nelson called a recess at 8 20 p.m.

Mayor Nelson reconvened at 8:30 p.m.

- |   |       |   |
|---|-------|---|
| ORD. 2025-2669<br>AMEND ORDINANCE<br>2024-2649 TO<br>TRANSFER \$988 TO<br>DATA<br>COMMUNICATION<br>SERVICES   | G.10. | Aldерwoman Eichmann moved to adopt Ordinance No. 2025-2669, AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$988 OF CONTINGENCY APPROPRIATIONS TO CITY-WIDE DATA COMMUNICATIONS SERVICES FOR THE REQUIRED WIRELESS EMERGENCY NOTIFICATIONS SYSTEM (WENS). Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.  |
| 2026 BUDGET<br>PREPARATION<br>TIMETABLE   | G.11. | Alderman Barber moved to adopt the 2026 Annual Budget-Budget Preparation Timetable, dated April 2, 2025, as presented, subject to any future regular meeting schedule changes if so made by the Common Council. Seconded by Alderman Hasan. All voted Aye; motion carried.  |
| NEW HOUSING FEE<br>REPORT FOR 2024  | G.12. | Informational item only; no action required. This report is provided to fulfill the requirements of 2017 Wisconsin Act 243, Section 66.10014 New Housing Fee Report.  |
| RES. 2025-8295<br>PARTIAL PROPERTY<br>TAX RESCISSION<br>AND REFUND FOR<br>TKN 886-9997-000  | G.13. | Aldерwoman Eichmann moved to adopt Resolution No. 2025-8295, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 886-9997-000; and direct staff to directly apply the refund to the outstanding balance on the property tax bill. Seconded by Alderman Craig. All voted Aye; motion carried.  |
| RES. 2025-8296<br>PARTIAL PROPERTY<br>TAX RESCISSION<br>AND REFUND FOR<br>TKN 740-0002-000  | G.14. | Alderman Hasan moved to adopt Resolution No. 2025-8296, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 740-0002-000; and direct staff to file the chargeback request with the department of revenue to seek compensation from the other taxing authorities. Seconded by Aldерwoman Day. All voted Aye; motion carried.   |
| ORD. 2025-2670<br>AMEND ORDINANCE<br>2024-2649 TO<br>APPROVE BUDGET<br>ENCUMBRANCES<br>FROM THE 2024<br>BUDGET AS<br>AMENDMENTS TO<br>THE 2025 BUDGET | G.15. | Alderman Hasan moved to adopt Ordinance No. 2025-2670, AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND, TID 8 CAPITAL PROJECTS FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, STREET IMPROVEMENT FUND AND SEWER FUND FOR FISCAL YEAR 2025 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2024 BUDGET AS AMENDMENTS TO THE 2025 BUDGET. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried. |



- |  |       |   |
|--|-------|---|
| ORD. 2025-2671<br>AMEND ORDINANCE<br>2024-2649 TO CARRY<br>OVER INCOMPLETE<br>2024 PROJECTS AS AN<br>AMENDMENT TO THE<br>2025 BUDGET | G.16  | Alderman Hasan moved to adopt Ordinance No. 2025-2671, AN ORDINANCE AMENDING ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND AND CAPITAL OUTLAY FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2025 TO CARRYOVER INCOMPLETE 2024 PROJECTS AS AN AMENDMENT TO THE 2025 BUDGET AND RE-APPROPRIATE OPERATIONAL FUNDING TO CAPITAL FUNDING IN SUPPORT OF THE PUBLIC WORKS DEPARTMENT PURCHASING A UTILITY TASK VEHICLE. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.                |
| RECLASSIFICATION<br>OF SECRETARY<br>POSITIONS TO<br>ADMINISTRATIVE<br>ASSISTANT<br>POSITIONS   | G.17. | Alderman Hasan moved to approve the updated job descriptions and title changes from Secretary to Administrative Assistant for the positions in the Inspection Services and Planning Departments, as recommended by the Personnel Committee. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.   |
| LIST OF DONATIONS<br>FOR JANUARY-<br>DECEMBER 2024   | G.18. | Alderman Barber moved to acknowledge and accept donations received for January-December, 2024 from various Franklin residents and businesses. Seconded by Alderman Craig. All voted Aye; motion carried.  |
| VOUCHERS AND<br>PAYROLL  | I.    | Alderman Barber moved to approve City vouchers with an ending date of March 27, 2025 in the amount of \$1,540,203.25, and payroll dated March 21, 2025 in the amount of \$464,952.97 and payments of the various payroll deductions in the amount of \$511,692.79 plus City matching payments, and estimated payroll dated April 4, 2025 in the amount of \$480,000 and payments of the various payroll deductions in the amount of \$266,000 plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried. |
| ADJOURNMENT  | J.    | Alderman Barber moved to adjourn the meeting of the Common Council at 8:53 p.m. Seconded by Alderman Craig. All voted Aye; motion carried.  |



**NOTICE OF PUBLIC HEARING  
CITY OF FRANKLIN  
COMMON COUNCIL**

**HEARING DATE:** Tuesday, April 15, 2025, at 6:30 p.m.

**PLACE:** The Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132.

**APPLICANT:** Pasa (Paul) Ece, Ece Hills, LLC, property owner

**PROPERTY:** 7220 West Ryan Road (TKN: 884 9999 000)

**PROPOSAL:** To amend the Future Land Use Map designation for property located at 7220 W. Ryan Road, containing approximately 3.72 acres, from Commercial Use to Mixed Use and Areas of Natural Resource Features Use, to Mixed Use and Areas of Natural Resource Features.

**PUBLIC HEARING INFORMATION**

This public hearing is being held pursuant to the requirements of Wis. Stat. §66.1001(4)(d). A map of the affected property, all application materials and the proposed ordinance are available at the Dept. of City Development at Franklin City Hall. The public is invited to attend the public hearing and to provide input. The proposed ordinance is subject to revisions following public hearing and the further consideration by the Plan Commission and the Common Council.

**Dated:** February 27, 2025.

Department of City Development  
City of Franklin  
(414) 425-4024  
[www.franklinwi.gov/planning](http://www.franklinwi.gov/planning)  
[generalplanning@franklinwi.gov](mailto:generalplanning@franklinwi.gov)

**N.B. Class I**

**Please publish: March 12<sup>th</sup>**

**BLANK PAGE**

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/15/25
REPORTS & RECOMMENDATIONS	Mayoral Aldermanic and Boards and Commission Appointments	E.
<p><u>Mayoral Aldermanic Appointments:</u></p> <ol style="list-style-type: none"> <li>1. Alderman Peccarelli-Finance Committee (1 year term expiring 04/20/26).</li> <li>2. Alderman Peccarelli-Technology Commission (3 year term expiring 04/17/28).</li> <li>3. Alderwoman Eichmann-Economic Development Commission (3 year term expiring 04/17/28).</li> <li>4. Alderwoman Eichmann-Fair Commission (1 year term expiring 04/17/28).</li> <li>5. Alderwoman Eichmann-License Committee (1 year term expiring 04/20/26).</li> <li>6. Alderwoman Eichmann-Personnel Committee (3 year term expiring 04/17/28).</li> <li>7. Alderwoman Hasan-Board of Health (1 year term expiring 04/20/26).</li> <li>8. Alderwoman Day-Finance Committee (1 year term expiring 04/20/26).</li> <li>9. Alderwoman Day-License Committee (1 year term expiring 04/20/26).</li> <li>10. Alderwoman Day-Plan Commission (1 year term expiring 04/20/26).</li> <li>11. Alderman Salous-Community Development Authority (3 year term expiring 04/17/28).</li> <li>12. Alderman Salous-Plan Commission (1 year term expiring 04/20/26).</li> <li>13. Alderman Salous-Quarry Monitoring Committee (3 year term expiring 05/01/28).</li> <li>14. Alderman Craig-Finance Committee (1 year term expiring 04/20/26).</li> <li>15. Alderman Craig-Library Board (1 year term expiring 04/20/26).</li> <li>16. Alderman Craig-License Committee (1 year term expiring 04/20/26).</li> <li>17. Alderman Craig-Parks Commission (1 year term expiring 04/20/26).</li> </ol> <p><u>Mayoral Boards and Commission Appointments:</u></p> <ol style="list-style-type: none"> <li>18. Craig Marifke, 10402 W. Herda Pl., Ald. Dist. 6 – Architectural Board (3 year term expiring 04/30/28).</li> <li>19. Jim Arneson, 5188 W. Harvard Dr., Ald. Dist. 5 – Architectural Review Board (3 year term expiring 04/30/28).</li> <li>20. Kenneth Sweeney, 11221 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission (3 year term expiring 04/30/28).</li> <li>21. David Lindner, 4007 W. Acre Ave., Ald. Dist. 5 – Fair Commission (3 year term expiring 04/30/28).</li> <li>22. John Trudeau, 11410 W. Mayers Dr., Ald. Dist. 6 – Fair Commission (3 year term expiring 04/30/28).</li> <li>23. Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 – Finance Committee (1 year term expiring 04/30/26).</li> <li>24. Mira Kresovic, 8810 S. 51st.St., Ald. Dist. 4 – Finance Committee (1 year term expiring 04/30/26).</li> <li>25. Mohammed Nowman, 4455 W. Woodland Dr., Ald. Dist. 3 – Finance Committee (1 year term expiring 04/30/26).</li> <li>26. John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 – Finance Committee (1 year term expiring 04/30/26).</li> </ol>		

27. James Martins, 8410 S. Fountain Ct., Ald. Dist. 1 – Fire and Police Commission (5 year term expiring 04/30/30).
28. Dr. Henry Wengelewski, 3643 W. Sharon Ln, Ald. Dist. 5 – Board of Health (2 year term expiring 04/30/27).
29. Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 – Board of Health (2 year term expiring 04/30/27).
30. Patricia Nissen, 8010 W. Coventry Dr., Ald. Dist. 2 – Board of Health (2 year term expiring 04/30/27).
31. Amy Serafin, 9951 S. 112th St., Ald. Dist. 6 – Parks Commission (3 year term expiring 04/30/28).
32. Mary Remington, 7600 S. Chapel Hill Dr., Ald. Dist. 6 – Parks Commission (3 year term expiring 04/30/28).
33. Jesse M. Valdez, 8557 S. Parkland Dr., Ald. Dist. 4 – Parks Commission (3 year unexpired term expiring 04/30/26).
34. Richard Budny, 9237 S. 48th St., Ald. Dist. 4 – Personnel Committee (3 year term expiring 04/30/28).
35. Frank Prusko, 8007 S. Steepleview, Ald. Dist. 2 – Personnel Committee (3 year term expiring 04/30/28).
36. Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 – Plan Commission (3 year term expiring 04/30/28).
37. Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 – Plan Commission (1 year term expiring 04/30/26).
38. David Woznicki, Jr., 4125 W. McGinnis Dr., Ald. Dist. 4 – Board of Public Works (3 year term expiring 04/30/28).
39. Charles Porter, 7946 S. North Cape Rd., Ald. Dist. 6 – Board of Public Works (3 year term expiring 04/30/28).
40. Jon TenHaken, 9257 S. Sherwood Dr., Ald. Dist. 4 – Mayoral Appointment to the Quarry Monitoring Committee (3 year term expiring 05/31/28).
41. Dina Swanson, 8146 S. 43rd St., Ald. Dist. 5 – District 5 Aldermanic Appointment to the Quarry Monitoring Committee (3 year term expiring 05/31/28).
42. Peter Jankowski, 8160 S. 77<sup>th</sup> St., Ald. Dist. 1 – District 1 Aldermanic Appointment to the Board of Review (3 year term expiring 04/19/28).
43. Dianna Peccarelli, 8018 S. Forest Meadows Dr., Ald. Dist. 1 – District 2 Aldermanic Appointment to the Board of Review (3 year term expiring 04/19/28).
44. Gregory Strowig, 8128 S. 77th St., Ald. Dist. 1 – Technology Commission (3 year term expiring 04/30/28).
45. James McWilliams, 4645 W. Sherwood Dr., Ald. Dist. 4 – Technology Commission (3 year term expiring 04/30/28).
46. Patrick Hammer, 9720 S 112th St., Ald. Dist. 6 – Board of Zoning and Buildings Appeals as an Alternate Member (3 year term expiring 04/30/28).
47. Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 – Board of Zoning and Building Appeals (3 year term expiring 04/30/28).

## COUNCIL ACTION REQUESTED

Motion to approve the following Mayoral Aldermanic and Boards and Commission Appointments and Alderperson Appointments:

### Mayoral Aldermanic Appointments

1. Alderman Peccarelli-Finance Committee (1 year term expiring 04/20/26)
2. Alderman Peccarelli-Technology Commission (3 year term expiring 04/17/28)
3. Alderwoman Eichmann-Economic Development Commission (3 year term expiring 04/17/28)
4. Alderwoman Eichmann-Fair Commission (1 year term expiring 04/17/28)
5. Alderwoman Eichmann-License Committee (1 year term expiring 04/20/26).
6. Alderwoman Eichmann-Personnel Committee (3 year term expiring 04/17/28)
7. Alderwoman Hasan-Board of Health (1 year term expiring 04/20/26)
8. Alderwoman Day-Finance Committee (1 year term expiring 04/20/26).
9. Alderwoman Day-License Committee (1 year term expiring 04/20/26)
10. Alderwoman Day-Plan Commission (1 year term expiring 04/20/26)
11. Alderman Salous-Community Development Authority (3 year term expiring 04/17/28).
12. Alderman Salous-Plan Commission (1 year term expiring 04/20/26)
13. Alderman Salous-Quarry Monitoring Committee (3 year term expiring 05/01/28)
14. Alderman Craig-Finance Committee (1 year term expiring 04/20/26).
15. Alderman Craig-Library Board (1 year term expiring 04/20/26).
16. Alderman Craig-License Committee (1 year term expiring 04/20/26).
17. Alderman Craig-Parks Commission (1 year term expiring 04/20/26).

### Mayoral Boards and Commission Appointments.

18. Craig Marifke, 10402 W. Herda Pl , Ald. Dist 6 – Architectural Board (3 year term expiring 04/30/28)
19. Jim Arneson, 5188 W Harvard Dr , Ald Dist 5 – Architectural Review Board (3 year term expiring 04/30/28)
20. Kenneth Sweeney, 11221 W St Martins Rd., Ald. Dist 6 – Fair Commission (3 year term expiring 04/30/28)
21. David Lindner, 4007 W Acre Ave , Ald Dist. 5 – Fair Commission (3 year term expiring 04/30/28)
22. John Trudeau, 11410 W Mayers Dr , Ald Dist 6 – Fair Commission (3 year term expiring 04/30/28).
23. Dennis Ciche, 8128 S 43rd St., Ald. Dist. 5 – Finance Committee (1 year term expiring 04/30/26)
24. Mira Kresovic, 8810 S 51st St , Ald Dist. 4 – - Finance Committee (1 year term expiring 04/30/26)
25. Mohammed Nowman, 4455 W. Woodland Dr., Ald. Dist 3 – Finance Committee (1 year term expiring 04/30/26).
26. John Howard, 6658 W. Robinwood Ln., Ald Dist 5 – Finance Committee (1 year term expiring 04/30/26)

27. James Martins, 8410 S. Fountain Ct., Ald. Dist. 1 – Fire and Police Commission (5 year term expiring 04/30/30).
28. Dr. Henry Wengelewski, 3643 W. Sharon Ln, Ald. Dist. 5 – Board of Health (2 year term expiring 04/30/27).
29. Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 – Board of Health (2 year term expiring 04/30/27).
30. Patricia Nissen, 8010 W. Coventry Dr., Ald. Dist. 2 – Board of Health (2 year term expiring 04/30/27).
31. Amy Serafin, 9951 S. 112th St., Ald. Dist. 6 – Parks Commission (3 year term expiring 04/30/28).
32. Mary Remington, 7600 S. Chapel Hill Dr., Ald. Dist. 6 – Parks Commission (3 year term expiring 04/30/28).
33. Jesse M. Valdez, 8557 S. Parkland Dr., Ald. Dist. 4 – Parks Commission (3 year unexpired term expiring 04/30/26).
34. Richard Budny, 9237 S. 48th St., Ald. Dist. 4 – Personnel Committee (3 year term expiring 04/30/28).
35. Frank Prusko, 8007 S. Steepleview, Ald. Dist. 2 – Personnel Committee (3 year term expiring 04/30/28).
36. Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 – Plan Commission (3 year term expiring 04/30/28).
37. Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 – Plan Commission (1 year term expiring 04/30/26).
38. David Woznicki, Jr., 4125 W. McGinnis Dr., Ald. Dist. 4 – Board of Public Works (3 year term expiring 04/30/28).
39. Charles Porter, 7946 S. North Cape Rd., Ald. Dist. 6 – Board of Public Works (3 year term expiring 04/30/28).
40. Jon TenHaken, 9257 S. Sherwood Dr., Ald. Dist. 4 – Mayoral Appointment to the Quarry Monitoring Committee (3 year term expiring 05/31/28).
41. Dina Swanson, 8146 S. 43rd St., Ald. Dist. 5 – District 5 Aldermanic Appointment to the Quarry Monitoring Committee (3 year term expiring 05/31/28).
42. Peter Jankowski, 8160 S. 77<sup>th</sup> St., Ald. Dist. 1 – District 1 Aldermanic Appointment to the Board of Review (3 year term expiring 04/19/28).
43. Dianna Peccarelli, 8018 S. Forest Meadows Dr.; Ald. Dist. 1 – District 2 Aldermanic Appointment to the Board of Review (3 year term expiring 04/19/28).
44. Gregory Strowig, 8128 S. 77th St., Ald. Dist. 1 – Technology Commission (3 year term expiring 04/30/28).
45. James McWilliams, 4645 W. Sherwood Dr., Ald. Dist. 4 – Technology Commission (3 year term expiring 04/30/28).
46. Patrick Hammer, 9720 S 112th St., Ald. Dist. 6 – Board of Zoning and Buildings Appeals as an Alternate Member (3 year term expiring 04/30/28).
47. Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 – Board of Zoning and Building Appeals (3 year term expiring 04/30/28).

<b>APPROVAL</b>	<b>REQUEST FOR COMMON COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>04/15/2025</b>
<b>ORGANIZATIONAL BUSINESS</b>	<b>Mayoral Appointment of Weed Commissioner/Cutter</b>	<b>ITEM NUMBER</b>  <b>G.I.</b>

Mayoral appointment of the Department of Public Work as Weed Commissioner for the calendar year of 2025, with a weed cutting fee of \$125/hour or what the Council deems appropriate.

#### COUNCIL ACTION

Appointment of the Department of Public Works as the Weed Commissioner and to charge a weed cutting fee of \$ 125.00 per hour or a fee the Council deems appropriate for the calendar year 2025.

OR

As directed.

**BLANK PAGE**



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 4/15/2025
<b>REPORTS AND RECOMMENDATIONS</b>	<b>A Resolution to Issue Change Order No. 1 for the 2024 Local Street Improvement Program to Decrease the Contract Price by \$34,729.33.</b>	<b>ITEM NUMBER</b> G.2.

**BACKGROUND**

The 2024 Local Street Improvement Program was awarded to Payne and Dolan on April 16<sup>th</sup>, 2024 in the amount of \$1,726,486.35.

The change order is due to the change in quantities after construction being less than the bid quantities, resulting in a reduction of the contract price by \$34,729.33.

**STAFF RECOMMENDATION**

Approve Change Order No. 1 due to change in quantities.

**FISCAL NOTE**

N/A

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution 2025-\_\_\_\_, a Resolution to issue Change Order No. 1 for the 2024 Local Street Improvement Program to Decrease the Contract Price by \$34,729.33.

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

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - \_\_\_\_\_

A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 1  
FOR THE 2024 LOCAL STREET IMPROVEMENT PROGRAM TO DECREASE THE  
CONTRACT PRICE BY \$34,729.33.

-----

WHEREAS, on April 16, 2024, Common Council awarded the 2024 Local Street Improvement Program and contract to Payne and Dolan, in the amount of \$1,726,486.35; and

WHEREAS, a modification of original contract prices resulting in an decrease cost of \$34,729.33; and

WHEREAS, the Change Order modifies quantities that were determined after construction compared to the bid quantities; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Change Order No. 1 for the 2024 Local Street Improvement Program be issued to decrease the contract price in the amount of \$34,729.33.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 1 on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

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

ATTEST:

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

\_\_\_\_\_AYES \_\_\_\_\_NOES \_\_\_\_\_ABSENT \_\_\_\_\_

# CHANGE ORDER

No. 1

DATE OF ISSUANCE March 19, 2025

EFFECTIVE DATE April 2, 2025

OWNER City of Franklin  
CONTRACTOR Payne & Dolan  
Contract 2024 Local Street Improvement Program  
Project 2024 Local Street Improvement Program  
OWNER's Contract No N/A ENGINEER's Contract No 2024-0950 01  
ENGINEER GRAEF-USA Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Change in quantities

Reason for Change Order.

Change in quantities

Attachments: (List documents supporting change)

Summary of quantities and unit prices

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>1,726,486.35</u>
Net Increase from previous Change Orders No <u>0</u> to <u>0</u> : \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>1,726,486.35</u>
Net decrease of this Change Order \$ <u>(34,729.33)</u>
Contract Price with all approved Change Orders \$ <u>1,691,757.02</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion. _____ Ready for final payment _____ (days or dates)
Net change from previous Change Orders No <u>0</u> to No <u>0</u> : Substantial Completion: <u>0</u> _____ Ready for final payment: <u>0</u> _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment. _____ (days or dates)
Net increase this Change Order: Substantial Completion: <u>0</u> _____ Ready for final payment: <u>0</u> _____ (days)
Contract Times with all approved Change Orders. Substantial Completion. _____ Ready for final payment _____ (days or dates)

RECOMMENDED:

By: [Signature]  
ENGINEER (Authorized Signature)

Date: March 19, 2025

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

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

ACCEPTED:

By: Ryan Flores  
CONTRACTOR (Authorized Signature)

Date: April 7, 2025

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

**BLANK PAGE**

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/15/2025
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH TRC COMPANIES INC. TO PROVIDE ENGINEERING SERVICES TO ADDRESS THE CONTAMINATED SOILS ON W. CORTEZ CIRCLE IN THE AMOUNT OF \$4,303.51	ITEM NUMBER  G. 3.

## BACKGROUND

During the recent construction on Lovers Lane (STH 100) the Wisconsin Department of Natural Resources (WDNR) was notified of contaminated soils found within W. Cortez Circle. There have been multiple conversations with the WDNR of possible solutions. The WDNR suggested a formal No Further Action (NFA) request be submitted.

An NFA would require the following:

1. A formal *No Further Action* (NFA) request justifying that site conditions are protective and in accordance with NFA requirements outlined in Wis. Admin. Code ch. NR 708.09
  1. Discuss the removal of PVOC and naphthalene-contaminated soil and compare the concentrations to confirmation samples
  2. Discuss the current and future use of the site in the justification for an NFA
  3. Discuss the residual PAHs, the estimated quantity of residual soil contamination, and how site-specific conditions are protective
2. Given the RP is the City of Franklin, the applicable NFA review fee of \$350.00 is required for DNR approval.

The proposal submitted by TRC Companies is to provide the services stated above.

## FISCAL NOTE

## RECOMMENDATION

Staff recommends that the Council authorize a professional services contract with TRC Companies Inc. in the amount of \$4,303.51.

## COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No. 2025 - \_\_\_\_\_, a resolution to authorize a professional services contract with TRC Companies Inc. in the amount of \$4,303.51.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025 - \_\_\_\_\_

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH TRC COMPANIES INC. TO PROVIDE ENGINEERING SERVICES TO ADDRESS THE CONTAMINATED SOILS ON W. CORTEZ CIRCLE IN THE AMOUNT OF \$4,303.51

-----

WHEREAS, During the recent construction on Lovers Lane (STH 100) the Wisconsin Department of Natural Resources (WDNR) was notified of contaminated soils found within W. Cortez Circle; and

WHEREAS, The Wisconsin Department of Natural Resources suggested a formal No Further Action (NFA) request be submitted.; and

WHEREAS, a contract with TRC Companies shall be put into place to provide services to submit a No Further Action request on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Contract with TRC Companies Inc. to provide engineering services to address the contaminated soils on W. Cortez Circle, subject to changes approved by the City Administrator, Finance Director, and the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

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

ATTEST:

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

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

## **A G R E E M E N T**

This AGREEMENT, is made and entered into this 11th day of April 2025, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and TRC (hereinafter "CONTRACTOR"), whose principal place of business is 999 Fourier Drive, Suite 101, Madison, WI 53717.

## **W I T N E S S E T H**

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 environmental consulting services;

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 for environmental consulting services, specifically a NR 708 No Further Action Request, as described in CONTRACTOR's proposal to CLIENT dated March 20, 2025, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. 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.
- 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 throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, 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**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$4,303.51, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$4,303.51. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

### **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

### **IV. ASSISTANCE AND CONTROL**

- A. Mike Paulos 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.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Ben Wachholz CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.



## V. TERMINATION

- A This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work performed and expenses incurred up to the date of termination plus any demobilization costs and costs for noncancellable commitments, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated Such material is to be delivered to CLIENT whether in completed form or in process CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination
- C 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

## VI. 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 ( <i>Must have General/Commercial</i> )	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate,  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B Automobile Liability ( <i>Must have auto liability</i> )	\$1,000,000 combined single limit  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
C. Contractor's Pollution Liability ( <i>If applicable</i> )	\$1,000,000 per claim \$2,000,000 aggregate  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>

D. Umbrella or Excess Liability Coverage for General/Commercial, Employer's Liability, and Automobile Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E. Worker's Compensation and Employers' Liability ( <i>Must have workers compensation</i> )	Statutory  <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
F. Professional Liability (Errors & Omissions) ( <i>If applicable</i> )	\$2,000,000 per claim and annual aggregate

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 an additional insured as required above.

## **VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, 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.

## **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of April XX, 2025.

## **IX. 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 attorney fees

## **X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 7 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request

## **XI. 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, 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 any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance 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 has 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 written instrument signed by both CLIENT and CONTRACTOR

## **XII. 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.

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. \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME: Danielle L Brown

TITLE: Director of Finance and Treasurer

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME: Shirley J Roberts

TITLE: City Clerk

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

Approved as to form

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

DATE. \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

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

TITLE. \_\_\_\_\_

DATE. \_\_\_\_\_

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  04/15/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Ordinance to create Section 15-3.0448 of the Franklin Unified Development Ordinance establishing Planned Development District No. 43 (Ryan Commons) and to rezone property from R- 8 Multiple-Family Residence District to Planned Development District No. 43 (7220 West Ryan Road)</b>	<b>ITEM NUMBER</b>  G.4.  Ald. Dist. #1
<p>At its April 3, 2025, regular meeting, the Plan Commission unanimously recommended approval of the attached ordinance to create Planned Development District No. 43 (Ryan Commons) and to rezone property from R-8 Multiple-Family Residence District to Planned Development District No. 43 (7220 West Ryan Road).</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Ordinance No. 2025-____, to create Planned Development District No. 43 (Ryan Commons) and to rezone property from R-8 Multiple-Family Residence District to Planned Development District No. 43 (7220 West Ryan Road).</p>		

Department of City Development: NJF

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*[Draft 4-8-25]*

ORDINANCE NO. 2025-\_\_\_\_

AN ORDINANCE TO CREATE SECTION 15-3.0448 OF THE FRANKLIN  
UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED  
DEVELOPMENT DISTRICT NO. 43 (RYAN COMMONS) AND TO  
REZONE PROPERTY FROM R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT  
TO PLANNED DEVELOPMENT DISTRICT NO. 43  
(7220 WEST RYAN ROAD)

---

WHEREAS, a petition for zoning change having been filed to change the zoning on a tract of land from R-8 Multiple-Family Residence District to a Planned Development District, which tract of land is located at 7220 West Ryan Road, bearing Tax Key No. 844 9999 000, and which is more particularly described below; and

WHEREAS, the Plan Commission having determined that the proposed Planned Development District No. 43 (Ryan Commons) is in conformance with the City of Franklin Comprehensive Master Plan and contains more than 3 acres; and

WHEREAS, a Public Hearing was held before the Plan Commission on the 3rd day of April, 2025, and the Plan Commission having reviewed the Planned Development District No. 43 petition and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District, and having recommended to the Common Council that the creation of Planned Development District No. 43 be approved; and

WHEREAS, the Common Council having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create Planned Development District No. 43 will promote the health, safety and welfare of the Community.

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

SECTION 1:           §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-8 Multiple-Family Residence District to Planned Development District No. 43 (Ryan Commons) as is created under SECTION 2 of this ordinance:

That part of the West 1/2 of the Southwest 1/4 of Section 22, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence East along the South line of said 1/4 Section, 1010.86 feet to the place of beginning of lands to be described; thence Northerly parallel to the East line of the West 1/2 of said 1/4 Section, 600.00 feet to a point; thence East parallel to the South line of said 1/4 Section, 300.00 feet to a point in the East line of the West 1/2 of

said 1/4 Section; thence Southerly along the East line of the West 1/2 of said 1/4 Section, 600.00 feet to a point in the South line of said 1/4 Section; thence West along the South line of said 1/4 Section, 300.00 feet to the place of beginning. Except the South 60.00 feet thereof for public road purposes.

SECTION 2: §15-3.0448 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby created to read as follows:

Section 15-3.0448 PLANNED DEVELOPMENT DISTRICT NO. 43 (Ryan Commons)

**A. Development Scope.**

This Planned Development District shall be constructed, operated and maintained in conformance with the following listed Exhibits, all containing matters approved hereunder or by the separate approval of the Common Council as set forth below, and all applicable terms and provisions of the Municipal Code and the Unified Development Ordinance not enumerated herein and not contrary to the terms or provisions of this Ordinance, including, but not limited to such permits as are required under Division 15-8.0200 Construction, Division 15-8.0300 Construction Site Erosion Control and Division 15-8.0600, as well as the Development Agreement required as a condition of approval of Exhibit A, below. The plans contained in the following listed Exhibits may be adjusted in minor detail and so noted prior to construction upon the written approval of the City Engineer or City Planning manager in order to comply with all of the conditions of this Ordinance. The Developer of this Planned Development District is as set forth below.

1. **Exhibit A:** Site Plan entitled “Ryan Commons”, dated-stamped March 11, 2025.
2. **Exhibit B:** Natural Resource Protection Plan prepared by Ellena Engineering Consultants, LLC dated January 18, 2024 and based upon the Wetland/Woodland Report, dated April 12, 2018, completed by Heartland Ecological Group, Inc.

**B. Developer:** Ece Hills, LLC

**C. District Intent.** It is the intent of the Planned Development District No. 43 (Ryan Commons) to allow for the development of mixed use project consisting of retail and multi-family residential uses.

**D. General Requirements.** The site shall be developed in substantial compliance with the district standards and specific development standards for the Planned Development District No. 43 (Ryan Commons) set forth in this Ordinance.

**E. Permitted Uses.** The following uses are hereby permitted within the parameters as set forth below and referenced on Exhibit “A”.

1. Multiple-family dwellings and apartments, consisting of a maximum of 38 dwelling units within residential and mixed-use buildings.

2. Mixed Use Buildings consisting of first floor retail and second floor dwelling units.
  3. Any use within the commercial area of buildings shall be a use consistent with the permitted uses in the B-3 Community Business District of the City of Franklin Unified Development Ordinance, as may be amended from time to time.
  4. Essential services as defined in the City of Franklin Unified Development Ordinance.
- F. **Special Uses.** The following uses are hereby allowed when approved as Special Use within the parameters set forth in the Unified Development Ordinance, this Planned Development District No. 43, and as referenced on Exhibit "A".
1. Any special use within the commercial area of buildings shall be a special use consistent with the uses in the B-3 Community Business District of the City of Franklin Unified Development Ordinance, as may be amended from time to time.
- G. **Prohibited Uses.** All uses not listed as a permitted use, special use or accessory use thereto within the B-3 Community Business District or this Planned Development District No. 43.
- H. **Accessory Uses.** The following uses are allowed provided the principal structure is present or under construction on the lot or parcel:
1. Trash enclosures as approved by the Plan Commission.
  2. Off-street parking quantities as approved by the Plan Commission.
- I. **Mixed Use Development Standards.** Mixed use buildings shall meet the following development standards:
1. Minimum lot area: 40,000 square feet
  2. Minimum Landscape Surface Ratio (LSR): 0.45
  3. Maximum Gross Floor Area Ratio (GFAR): 0.31
  4. Maximum Net Floor Area Ratio (GFAR): 0.57
  5. Minimum Building and Parking Setbacks
    - i. Minimum front setback: 40 feet
    - ii. Minimum side setback on corner lot: 40 feet
    - iii. Minimum side setback: 20 feet
    - iv. Minimum rear setback: 30 feet
  6. Maximum Building Height
    - i. Principal structure: 2.0/35 stories/ft
    - ii. Accessory structure: 1.0/25 stories/ft
- J. **Residential Development Standards.** Multi-family residential buildings shall



meet the following development standards:

1. Minimum lot area: 40,000 square feet
2. Minimum Open Space Ratio (OSR): 0.35
3. Maximum Gross Density (GD): 10.3
4. Maximum Net Density (ND): 13.9
5. Minimum Building and Parking Setbacks
  - i. Minimum front setback: 40 feet
  - ii. Minimum side setback on corner lot: 40 feet
  - iii. Minimum side setback: 20 feet
  - iv. Minimum rear setback: 30 feet
6. Maximum building height
  - i. Principal structure: 3.0/45 stories/ft
  - ii. Accessory structure: 1.0/15 stories/ft
7. Minimum Dwelling Unit Size See Table 15-3.0209B of the UDO

K. **Conditions of Approval.** Pursuant to the Unified Development Ordinance Section 15-9.0208.E.7.b.(1), a general approval of a Planned Development District is conditioned upon the subsequent submittal and approval of more specific and detailed plans. The conditions of general approval for Planned Development District No. 43, Ryan Commons, are listed below:

1. The applicant shall be responsible for filing Site Plans and/or Special Uses consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended. More specifically, the applicant:
  - i. shall submit a Site Plan, for Plan Commission review and approval, in conformance with Division 15-7.0100 of the UDO and Design Standards of Part 5 of the UDO, unless otherwise specified within this Planned Development District.
  - ii. shall submit a Landscape Plan, for Plan Commission review and approval, as defined in the Unified Development Ordinance and Division 15-7.0300, and in compliance with Design Standards of Division 15-5.0300, unless otherwise specified within this Planned Development District. The Landscape Plan shall depict a 30-foot wide landscape buffer along the north and south property lines as well as the west property line abutting property at 9410 S. 76<sup>th</sup> Street in accordance with requirements of Section 15-5.0302C. of the UDO.
  - iii. shall submit building elevations for Plan Commission review and approval

in conformance with Division 15-7.0800 of the UDO.

iv. shall submit a Lighting Plan, in conformance with Division 15-5.0400 of the Unified Development Ordinance.

2. Wisconsin Department of Transportation approval of the access to West Ryan Road.
3. Property owner shall provide a shared and cross access easement agreement with the property to the west, prior to any land disturbance.
4. Grading, stormwater management, erosion control and utility plans shall be subject to review by the Engineering Department, prior to any land disturbance.
5. This ordinance is not approving any impacts to protected natural resources indicated in Exhibit B, Natural Resource Protection Plan. The applicant shall be responsible for filing a Natural Resource Special Exception consistent with all regulations of the Unified Development Ordinance.
6. All protected natural resources indicated in the Natural Resource Protection Plan, including shore buffer, wetlands, wetland buffers, wetland setbacks and woodlands shall be protected by a conservation easement in accordance with the Unified Development Ordinance, unless otherwise allowed to be disturbed as approved by a Natural Resource Special Exception.
7. In the event that no building permit has been issued for any one of the structures in this Planned Development District; prior to the expiration of 24 months from the date of enactment of this Ordinance, and allowing a three month extension, the zoning designation shall revert back to the zoning for the subject parcel(s) which existed prior to the effective date of this Ordinance.
8. The applicant shall submit a Traffic Impact Analysis of this development at the time detailed site plans or land division applications are provided for review.
9. All signs must comply with the city's sign regulations and will require a separate review and approval.

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.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15<sup>th</sup> day of April, 2025, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15<sup>th</sup> day of April, 2025.

APPROVED:

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

ATTEST:

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

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

1/29/2025

APUS Investment – Franklin

Project #21-105



Mr. Regulo Martinez-Montilva, Planning Manager  
City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI 53132

RE: 7220 W. Ryan Rd. Project Summary

Dear Regulo,

We are requesting a Planned Development District (PDD) be created to allow for the proposed a mixed development on the 3.72-acre property located at 7220 W. Ryan Road.

The proposed development to include:

- The front/south end of the property to include a mixed-use building consisting of:
  - Approximately 7,389sf of retail space on the main level
  - Nine one-bedroom apartments on the upper level
- Four garden style apartments buildings will be construction on the balance of the property:
  - These buildings will provide 29 two-bedroom apartments in total. Each apartment includes a single car garage.

The development will include the required stormwater management facilities and adequate parking for the proposed uses. The development will be accessed through a shared driveway on Ryan Road. No formal agreement is in place for the shared drive. However, Carma Labs has verbally agreed with the proposed shared driveway.

Please do not hesitate to contact me if you have any questions regarding this proposed development.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Knepprath".

Tim Knepprath, President  
Wellspring Construction Group, LLC.

Ryan Commons (Ece Hills, LLC.)

Table 15-3.0502

2/26/2025

**Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development**

<b>STEP 1:</b>	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.		3.72 acres
<b>STEP 2:</b>	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	-	0 acres
<b>STEP 3:</b>	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	-	0 acres
<b>STEP 4:</b>	In the case of "Site Intensity and Capacity Calculations" for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of "Site Intensity and Capacity Calculations" for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	-	0 acres
<b>STEP 5:</b>	Equals "Base Site Area"	=	3.72 acres

## Worksheet for the Calculation of Resource Protection Land

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource	Feature
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X 0.12	0.07
				=	
20-30%	0.65	0.75	0.70	X 0	

				=	
+ 30%	0.90	0.85	0.80	X 0.09	0.08
				=	
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X 0	
				=	
Young	0.50	0.50	0.50	X 0.06	0.03
				=	
Lakes & Ponds	1	1	1	X 0	
				=	
Streams	1	1	1	X 0	
				=	
Shore Buffer	1	1	1	X 0.12	0.12
				=	
Floodplains	1	1	1	X 0	
				=	
Wetland Buffers	1	1	1	X 0.67	0.67
				=	
Wetlands & Shoreland Wetlands	1	1	1	X 0	0
				=	
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					0.97

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

## Worksheet for the Calculation of Site Intensity and Capacity for Residential Development

STEP 1:	<b>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</b>	0.93 acres
	Take Base Site Area (from Step 5 in Table 153.0502): 3.72	
	Multiple by Minimum Open Space Ratio (OSR) (see specific residential zoning district OSR standard): X 0.25	
	Equals <b>MINIMUM REQUIRED ON-SITE OPEN SPACE</b> =	
STEP 2:	<b>CALCULATE NET BUILDABLE SITE AREA:</b>	2.75 acres
	Take Base Site Area (from Step 5 in Table 153.0502): 3.72	
	Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required On-Site Open Space (from Step 1 above), whichever is greater: -- -0.97	
	Equals <b>NET BUILDABLE SITE AREA</b> =	
STEP 3:	<b>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:</b>	22 D.U.s
	Take Net Buildable Site Area (from Step 2 above): 2.75	
	Multiply by Maximum Net Density (ND) (see specific residential zoning district ND standard): X8	
	Equals <b>MAXIMUM NET DENSITY YIELD OF SITE</b> =	
STEP 4:	<b>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:</b>	30 D.U.s
	Take Base Site Area (from Step 5 of Table 153.0502): 3.72	
	Multiply by Maximum Gross Density (GD) (see specific residential zoning district GD standard): X8	
	Equals <b>MAXIMUM GROSS DENSITY YIELD OF SITE</b> =	
STEP 5:	<b>DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:</b>	22 D.U.s
	Take the lowest of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above):	



## Worksheet for the Calculation of Site Intensity and Capacity for Nonresidential Development

STEP 1:	<b>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE:</b> Take Base Site Area (from Step 5 in Table 15-3.0502):	1.86	
	Multiple by Minimum Landscape Surface Ratio (LSR) (see specific zoning district LSR standard): X	.45	
	Equals <b>MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE</b> =	.84	acres
STEP 2:	<b>CALCULATE NET BUILDABLE SITE AREA:</b> Take Base Site Area (from Step 5 in Table 15-3.0502):	1.86	
	Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required Landscape Surface (from Step 1 above), whichever is greater: -	.92	
	Equals <b>NET BUILDABLE SITE AREA</b> =	.94	acres
STEP 3:	<b>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE:</b> Take Net Buildable Site Area (from Step 2 above):	.94	
	Multiple by Maximum Net Floor Area Ratio (NFAR) (see specific nonresidential zoning district NFAR standard): X	.57	
	Equals <b>MAXIMUM NET FLOOR AREA YIELD OF SITE</b> =	.53	acres
STEP 4:	<b>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE:</b> Take Base Site Area (from Step 5 of Table 15.0502):	1.86	
	Multiple by Maximum Gross Floor Area Ratio (GFAR) (see specific nonresidential zoning district GFAR standard): X	.34	
	Equals <b>MAXIMUM GROSS FLOOR AREA YIELD OF SITE</b> =	.63	acres
STEP 5:	<b>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE:</b> Take the lowest of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above):	.53	acres
	(Multiple results by 43,560 for maximum floor area in square feet):	( 23,235	square feet)



## Preliminary Storm Water Checklist



The following storm water management checklist is to be submitted in order to assist in the review of the Preliminary Plat or Site Development Plan. This checklist is part of a larger checklist to be submitted after approval of the Preliminary Plat or Site Development Plan, but before final approval of the construction plans. The two checklists follow the standards set forth in the City of Franklin's Storm Water Management Ordinance. In general the tables of this Preliminary Storm Water Checklist will assist the developer in allotting enough land for required storm water management practices. This checklist and the Site Storm water Management Checklist (to be completed later) should be viewed as tools to assist the design engineer, the City of Franklin Engineering Department, and the review engineer. Specific requirements of storm water management are laid out in the Storm Water Management Ordinance. The Ordinance governs all final approvals and permits for each development.

### Calculation Parameters:

---

2-year rain event(50% recurrence): 2.57 Inches of rain, 24 hour duration, SCS type II distribution
100-year rain event(1% recurrence): 5.88 Inches of rain, 24 hour duration, SCS type II distribution
$Q_2$ means the peak flow due to the 2-year rain event
$Q_{100}$ means the peak flow due to the 100-year rain event

---

Maximum Runoff Release Rate according to Milwaukee Metropolitan Sewage District Chapter 13 Surface Water and Stormwater Rule:

Rain Event	Maximum Release Rate
2-year	0.15 cfs/acre
100-year	0.50 cfs/acre

---

# Preliminary Storm Water Checklist

City of Franklin

Project Name: RYAN COMMONS  
 Date Submitted: 5-1-19  
 Project Location: 7220 RYAN ROAD  
(general description of nearby streets)  
 Watershed Name(s): \_\_\_\_\_  
(From City's Stormwater Management Plan)  
 Subwatershed Name(s): \_\_\_\_\_  
(From City's Stormwater Management Plan)

Existing area of impervious surface:	<u>0.20</u> Acres
Area of impervious surface after project completion:	<u>1.75</u> Acres
Difference:	<u>1.55</u> Acres
<i>(If difference &lt; 0.5 acres, stop; if difference ≥ 0.5 acres, proceed with checklist.)</i>	

## Water Quantity Design

### Existing Conditions

Number of outfalls: 1

Watershed Name/Number (Project Specific)	Area [Acres]	Percent Impervious	Hydrologic Soil Group(s)	Runoff Curve Number (RCN)	Time of Concentration (To)* [min]	Peak Runoff Flow †	
						Q <sub>2</sub> [cfs]	Q <sub>100</sub> [cfs]
<u>EX1</u>	<u>3.72</u>	<u>34%</u>	<u>C</u>	<u>70</u>	<u>12.2</u>	<u>3.15</u>	<u>21.19</u>
Total Site						<u>3.15</u>	<u>21.19</u>
Offsite Contribution	<u>0</u>					<i>(flows to be added hydraulically)</i>	

### Proposed Conditions

Number of outfalls: \_\_\_\_\_

Watershed Name/Number (Project Specific)	Area [Acres]	Percent Impervious	Hydrologic Soil Group(s)	Runoff Curve Number (RCN)	Time of Concentration (To)* [min]	Peak Runoff Flow †	
						Q <sub>2</sub> [cfs]	Q <sub>100</sub> [cfs]
<u>PA1</u>	<u>3.72</u>	<u>50%</u>	<u>C</u>	<u>85</u>	<u>10.3</u>	<u>7.25</u>	<u>27.97</u>
Total Site						<u>7.25</u>	<u>27.97</u>
Offsite Contribution	<u>0</u>					<i>(flows to be added hydraulically)</i>	

\* - Include calculations for Times of Concentration

† - See Page Cover Page for rainfall depth, duration, and distribution

# Preliminary Storm Water Checklist

City of Franklin

Project Name: RYAN COMMONS

## Water Quantity Design (continued)

### Summary of On-site detention

Table 3 - Pond Characteristics	Pond Name/Number	Contributing Watershed Name(s) (from Table 2)	Total Area to Pond (Acres)	Peak Inflow †	
				Q <sub>2</sub> [cfs]	Q <sub>100</sub> [cfs]
	PR1	PR1	3.72	7.25	27.97

Table 4 - Pond Storage Volume	Pond Name/Number	NWL (Elevation)	Area [Acres]	Top of Pond (Elevation)	Area [Acres]	Storage Volume [Ac-ft]
	PR1	697.0	0.16	702.0	0.39	1.357

Table 5 - Discharge Characteristics	Pond Name/Number	Discharge Pipe Size and Material	Peak Outflow †		Peak Elevation		Maximum Runoff Release Rate †	
			Q <sub>2</sub> [cfs]	Q <sub>100</sub> [cfs]	Elev <sub>2</sub>	Elev <sub>100</sub>	2-year [cfs/acre]	100-year [cfs/acre]
	PR1	6" PVC	0.53	1.86	698.36	701.28	0.56	1.86

Describe the characteristics of the downstream stormwater feature for each detention pond.  
(i.e. Is the downstream feature a wetland, ditch, storm sewer, etc. Does it have a tailwater elevation that affects the discharge of the pond):

Pond PR1 is a wet pond with discharge to the Ryan Road ditch system.

† - See Page Cover Page for rainfall depth, duration, and distribution

† - See Page Cover Page for Runoff Release Rate Values







IMAGE SURVEY







**BLANK PAGE**



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  04/15/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 7220 West Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features (Approximately 3.72 acres) (ECE Hills, Applicant)</b>	<b>ITEM NUMBER</b>  G.5.  Ald. Dist. #1

At its April 3, 2025, regular meeting, the Plan Commission unanimously recommended approval of the attached ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 7220 West Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features (Approximately 3.72 acres) (ECE Hills, Applicant).

A public hearing is scheduled for this item.

#### **COUNCIL ACTION REQUESTED**

A motion to adopt Ordinance No. 2025-\_\_\_\_, to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 7220 West Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features (Approximately 3.72 acres) (ECE Hills, Applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*[Draft 4-8-25]*

ORDINANCE NO. 2025-\_\_\_\_

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025  
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN  
2025 FUTURE LAND USE MAP FOR PROPERTY LOCATED AT 7220 WEST RYAN  
ROAD FROM COMMERCIAL USE TO MIXED USE AND AREAS OF NATURAL  
RESOURCE FEATURES  
(APPROXIMATELY 3.72 ACRES)  
(ECE HILLS, APPLICANT)

---

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, Ece Hills, LLC has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property located at 7220 West Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on April 3, 2025, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property located at 7220 West Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on April 15, 2025; and

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

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the City of Franklin 2025 Future Land Use Map designation for property located at 7220 West Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features. Such property is more particularly described within Resolution No. 2025 \_\_\_\_ of even-date herewith.

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

ORDINANCE NO. 2025-\_\_\_\_

Page 2

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 15<sup>th</sup> day of April, 2025, by Alderman \_\_\_\_\_.

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this 15<sup>th</sup> day of April, 2025.

APPROVED:

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

ATTEST:

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

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

STATE OF WISCONSIN

CITY OF FRANKLIN  
PLAN COMMISSION

MILWAUKEE COUNTY  
*[Draft 3-15-25]*

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION RECOMMENDING THE ADOPTION OF AN  
ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025  
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF  
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY LOCATED  
AT 7220 WEST RYAN ROAD FROM COMMERCIAL  
USE TO MIXED USE AND AREAS OF NATURAL RESOURCE FEATURES, PURSUANT  
TO WIS. STAT. § 66.1001(4)(b)

---

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, pursuant to Wis. Stat. § 66.1001(4)(b), the Plan Commission may recommend the amendment of the Comprehensive Master Plan to the Common Council by adopting a resolution by a majority vote of the entire Commission, which vote shall be recorded in the official minutes of the Plan Commission; and

WHEREAS, Ece Hills, LLC has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property located at 7220 West Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features, such property bearing Tax Key No. 884-9999-000, more particularly described as follows:

That part of the West 1/2 of the Southwest 1/4 of Section 22, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence East along the South line of said 1/4 Section, 1010.86 feet to the place of beginning of lands to be described; thence Northerly parallel to the East line of the West 1/2 of said 1/4 Section, 600.00 feet to a point; thence East parallel to the South line of said 1/4 Section, 300.00 feet to a point in the East line of the West 1/2 of said 1/4 Section; thence Southerly along the East line of the West 1/2 of said 1/4 Section, 600.00 feet to a point in the South line of said 1/4 Section; thence West along the South line of said 1/4 Section, 300.00 feet to the place of beginning. Except the South 60.00 feet thereof for public road purposes; and

WHEREAS, the Plan Commission having determined that the proposed amendment, in form and content as presented to the Commission on April 3, 2025, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the 2025 Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable and necessary,

RESOLUTION NO. 2025 - \_\_\_\_

Page 2

following public hearing, in order to protect and promote the health, safety and welfare of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the application for and the proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property located at 7220 West Ryan Road from Commercial Use to Mixed Use and Areas of Natural Resource Features, be and the same is hereby recommended for adoption and incorporation into the 2025 Comprehensive Master Plan by the Common Council.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this 3rd day of April, 2025.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this 3rd day of April, 2025.

APPROVED:

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

ATTEST:

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

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



**CITY OF FRANKLIN  
REPORT TO THE COMMON COUNCIL**

**Item C.1. and E.1.**

**Meeting of April 3, 2025**

**Planned Development District and Comprehensive Master Plan Amendment**

---

**RECOMMENDATION:** Staff recommends approval of the creation of a Planned Development District and a Comprehensive Master Plan Amendment for the Ryan Commons mixed-use development located at 7220 W. Ryan Road.

---

<b>Project name:</b>	Ryan Commons, a mixed-use development (multi-family and retail)
<b>Property Owner:</b>	Pasa (Paul) Ece; Ece Hills, LLC
<b>Applicant:</b>	Pasa (Paul) Ece; Ece Hills, LLC
<b>Agent:</b>	Tim Knepprath; Wellspring Construction Group, LLC
<b>Property Address/TKN:</b>	7220 W. Ryan Road / 884 9999 000
<b>Aldermanic District:</b>	District 1
<b>Zoning District:</b>	R-8 Multiple-Family Residence District
<b>Planner:</b>	Nick Fuchs, Associate Planner
<b>Submittal date:</b>	2-03-2025
<b>Application number:</b>	PPZ25-0016 (PDD) and PPZ25-0017 (CMP Amendment)

---

**INTRODUCTION**

Please note:

- Recommendations are underlined, in italics and are included in the draft resolution.

The applicant is proposing a new Planned Development District for the Ryan Commons mixed-use development and to amend the future land use map designation of the Comprehensive Master Plan from Commercial to Mixed Use and Areas of Natural Resource Features. The Ryan Commons project consists of 7,389 square feet of retail space and 38 dwelling units in multiple buildings upon a 3.718-acre property at 7220 W. Ryan Road.

The PDD request is for a General Approval in accordance Section 15-9.0208E7.b.(1) of the UDO.

General Approval. Plans submitted with the application for a rezoning to the PDD Planned Development District need not necessarily be completely detailed at the time of rezoning provided they are of sufficient detail to satisfy the Plan Commission and Common Council as to the general character, scope, and appearance of the proposed development. Such preliminary plans shall designate the pattern of the proposed streets, and the size and arrangement of individual building sites. The approval of such preliminary plans shall be

conditioned upon the subsequent submittal and approval of more specific and detailed plans as each stage of development progresses.

The applicant presented a Concept Review before the Common Council on February 6, 2024. The current proposal is substantially similar to the plans presented at that time.

### **COMPREHENSIVE MASTER PLAN AMENDMENT**

The subject property is designated as Commercial on the City's 2025 Future Land Use Map. The applicant is requesting to change the future land use designation to Mixed Use and Areas of Natural Resource Features to accommodate the development. The Areas of Natural Resource Features boundary is consistent with the NRPP and the natural areas to be preserved onsite.

This site is located within Planning Area I of the Comprehensive Master Plan (see Appendix G). Planning Area I is identified as future commercial development.

It can be noted that one of Chapter 5's goals and objectives is to "Accommodate (where appropriate) mixed-use development within identified districts and commercial areas. [from public, staff, and committee input]."

Also, Map 5.6 identifies this site as "Potential Commercial or Mixed Use Development."

The future land use map depicts a street layout based on the SW Plan. Even though this street layout is now for reference only because the SW Plan expires when public services become available, it's worth noting that the location of the shared access drive and cross-access connection to the west are substantially consistent with this street layout, with the difference that the proposed drives would be private. City Development staff is not recommending a cross-access connection to the east at this time, due to the presence of natural resources (wetland and waterway). However, the east boundary of the site will remain free of structures and would allow for a future cross-access connection if needed.

### **PLANNED DEVELOPMENT DISTRICT**

Table 15-3.0402 of the UDO requires a minimum site area of three acres for a "Mixed Compatible Uses" Planned Development District. With an area of about 3.72-acres, this property meets this standard. Additionally, Table 15-3.0402C. of the UDO standards are met as they relate to Landscape Surface Ratio (LSR), Gross Floor Area Ratio (GFAR), and Net Floor Area Ratio (NFAR).

Table 15-3.0402C. of the UDO also requires a maximum Gross Density (GD) of 6.10 and a Net Density (ND) of 8.00. With a Base Site Area of 3.72 acres, the maximum GD is 30 dwelling units. With a Net Building Site Area of 2.74-acres, the maximum ND is 17 dwelling units. However, the Plan Commission and Common Council may approve of densities over the stated GD and ND with the provision the development meets a community purpose, such as residential housing for older persons.

Considering the overall need and demand for housing as well as the properties location and the



abutting uses, staff does not object to the proposed increase in density. The applicant has also stated, "The residential portion of the development would bring additional population density as a catalyst for commercial development on the surrounding properties."

#### Site Plan

The site plan consists of a two-story mixed-use building facing West Ryan Road with retail use on the first floor and nine one-bedroom apartments on the upper floor as well as four apartment buildings with 29 two-bedroom apartments. The applicant has indicated that the two-bedroom units will be about 1,570 square feet and the one-bedroom units are about 850 square feet. Again, in total, the development includes 7,389 square feet of retail use and 38 dwelling units.

A Natural Resource Protection Plan has been provided. The site includes steep slopes, wetland buffer, shore buffer, and a young woodland as depicted on the attached NRPP map. The site plan does anticipate disturbance of wetland, wetland buffer, and wetland setbacks for the construction of the entrance drive and impacts to steep slopes throughout the site.

A detailed Site Plan Application, in conformance with Division 15-7.0100 of the UDO will be required following creation of the Planned Development District and approval of the Comprehensive Master Plan Amendment. Note this submittal must include landscaping, lighting, and architectural elevations.

Condition No. 1 of the attached draft PDD Ordinance includes conditions requiring separate use approvals and detailed development applications.

Staff is also recommending the following:

1. The Landscape Plan shall depict a 30-foot wide landscape buffer along the north and south property lines as well as the west property line abutting property at 9410 S. 76th Street in accordance with requirements of Section 15-5.0302C. of the UDO.
2. Wisconsin Department of Transportation approval of the access to West Ryan Road.
3. Property owner shall provide a shared and cross access easement agreement with the property to the west, prior to any land disturbance.
4. Grading, stormwater management, erosion control and utility plans shall be subject to review by the Engineering Department, prior to any land disturbance.
5. This ordinance is not approving any impacts to protected natural resources indicated in Exhibit B, Natural Resource Protection Plan. The applicant shall be responsible for filing a Natural Resource Special Exception consistent with all regulations of the Unified Development Ordinance.
6. All protected natural resources indicated in the Natural Resource Protection Plan, including shore buffer, wetlands, wetland buffers, wetland setbacks and woodlands shall be protected by a conservation easement in accordance with the Unified Development Ordinance, unless otherwise allowed to be disturbed as approved by a Natural Resource Special Exception.
7. In the event that no building permit has been issued for any one of the structures in this Planned Development District, prior to the expiration of 24 months from the date of enactment of this Ordinance, and allowing a three month extension, the zoning designation



shall revert back to the zoning for the subject parcel(s) which existed prior to the effective date of this Ordinance.

- 8 The applicant shall submit a Traffic Impact Analysis of this development at the time detailed site plans or land division applications are provided for review
- 9 All signs must comply with the city's sign regulations and will require a separate review and approval

#### Fire Department

In review of this development, the Fire Department provided the comment below.

Given existing Fire/EMS station locations and current fire department staffing levels, the cumulative effect of this and several other residential developments will pose a challenge to maintaining industry standard emergency response times to fire and medical emergencies.

#### Staff Recommendation:

Staff recommends approval of the creation of Planned Development District No. 43 and a Comprehensive Master Plan Amendment for the Ryan Commons mixed-use development located at 7220 W. Ryan Road.

Planning Department  
9229 West Loomis Road  
Franklin, Wisconsin 53132  
(414) 425-4024  
[franklinwi.gov](http://franklinwi.gov)



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

STAMP DATE: \_\_\_\_\_ city use only

## COMMON COUNCIL REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: <b>Pasa (Paul) Ece</b>	NAME: <b>Tim Knepprath, President</b>
COMPANY: <b>APUS Investment</b>	COMPANY: <b>Wellspring Construction Group, LLC</b>
MAILING ADDRESS: <b>1620 Jarvis Ave</b>	MAILING ADDRESS: <b>227 Sussex St.</b>
CITY/STATE: <b>Elk Grove Village, IL</b> ZIP: <b>60007</b>	CITY/STATE: <b>Pewaukee, WI</b> ZIP: <b>53072</b>
PHONE: <b>414 248-7997</b>	PHONE: <b>414 550-9400</b>
EMAIL ADDRESS: <b>smarttechusa@gmail.com</b>	EMAIL ADDRESS: <b>tim@wellspringcg.com</b>

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: <b>7220 W. Ryan Rd.</b>	TAX KEY NUMBER: <b>884 9999 0000</b>
PROPERTY OWNER: <b>Ece Hills, LLC</b>	PHONE: <b>414 248-7997</b>
MAILING ADDRESS: <b>Same as Applicant</b>	EMAIL ADDRESS: <b>smarttechusa@gmail.com</b>
CITY/STATE: _____ ZIP: _____	DATE OF COMPLETION: _____ office use only

### APPLICATION TYPE

Please check the application type that you are applying for

- ☐ Concept Review ☒ Comprehensive Master Plan Amendment ☒ Planned Development District ☐ Rezoning  
☐ Special Use / Special Use Amendment ☐ Unified Development Ordinance Text Amendment



Most requests require Plan Commission review and Common Council approval.  
Applicant is responsible for providing Plan Commission resubmittal materials up to 11 copies pending staff request and comments.

### SIGNATURES

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

*(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application).*

☒ I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE: 	APPLICANT SIGNATURE: <b>Same as Owner</b>
NAME & TITLE: <b>Pasa (Paul) Ece, Owner</b>	NAME & TITLE: <b>Pasa (Paul) Ece, Owner</b>
DATE: <b>3/3/2025</b>	DATE: <b>3/3/2025</b>
PROPERTY OWNER SIGNATURE: <b>N/A</b>	APPLICANT REPRESENTATIVE SIGNATURE: 
NAME & TITLE: <b>Tim Knepprath, President</b>	NAME & TITLE: <b>Tim Knepprath, President</b>
DATE: <b>3/3/2025</b>	DATE: <b>3/3/2025</b>

# CITY OF FRANKLIN APPLICATION CHECKLIST **Complete - CC Mtg 2/6/2024**

If you have questions about the application materials please contact the planning department.

## CONCEPT REVIEW APPLICATION MATERIALS

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☐ \$420 Application fee payable to the City of Franklin.
- ☐ Three (3) complete collated sets of application materials to include ...
  - ☐ Three (3) project narratives.
  - ☐ Three (3) copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings on 8 1/2" X 11" or 11" X 17" paper (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities[approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of-way, natural resources/green space and drainage issues/concerns, etc.])
  - ☐ Three (3) colored copies of building elevations on 11" X 17" paper if applicable.
- ☐ Email or flash drive with all plans / submittal materials.

## COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

- ☒ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☒ \$1,250 Application fee payable to the City of Franklin.
- ☒ Word Document legal description of the subject property.
- ☒ Three (3) complete collated sets of application materials to include ...
  - ☒ Three (3) project narratives.
  - ☒ Three (3) folded copies of a Site Development Plan / Map, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, identifying the subject property and immediate environs, including parcels, structures, land use, zoning, streets and utilities, and natural resource features, as applicable.
- ☒ Email or flash drive with all plans / submittal materials.
- ☐ Additional information as may be required.
  - Requires a Class I Public Hearing Notice at least 30 days before the Common Council Meeting

## PLANNED DEVELOPMENT DISTRICT (PDD)

- ☒ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☒ Application fee payable to the City of Franklin... [select one of the following]
  - ☒ \$6,000: New PDD plus developer's deposit\* **General Development Plan**
  - ☒ (\*) \$3,000 developer's deposit is required in addition to filing fees at the time of submittal, it may require replenishment.
  - ☐ \$5,900: PDD Major Amendment
  - ☐ \$850: PDD Minor Amendment
- ☒ Word Document legal description of the subject property.
- ☒ Three (3) complete collated sets of application materials to include ...
  - ☒ Three (3) project narratives.
  - ☒ Three (3) folded full size, of the Site Plan Package, drawn to scale copies, on 24" x 36" paper, including Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc. (See Sections 15-7.0101, 15-7.0301, and 15-5.0402 of the UDO for information that must be denoted or included with each respective plan.)
- ☒ One (1) colored copy of the building elevations on 11" X 17" paper, if applicable. **Image Survey**
- ☒ One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15-3.0500 of the UDO)
- ☒ Email or flash drive with all plans / submittal materials.
  - PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval.
  - Minor PDD Amendment requests require Plan Commission review and Common Council approval.

## REZONING

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☐ Application fee payable to the City of Franklin... [select one of the following]
  - ☐ \$2,500
  - ☐ \$600: one parcel residential.
- ☐ Word Document legal description of the subject property.
- ☐ Three (3) complete collated sets of application materials to include ...
  - ☐ Three (3) project narratives.
  - ☐ Three (3) folded copies of a Plot Plan or Site Plan, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.
- ☐ Email or flash drive with all plans / submittal materials.
- ☐ Additional information as may be required.
  - Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts
  - Requires a Class II Public Hearing notice at Plan Commission.



#### SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☐ Application fee payable to the City of Franklin... [select one of the following]
  - ☐ \$2,500: New Special Use > 4000 square feet.
  - ☐ \$1,000: Special Use Amendment.
  - ☐ \$1,250: New Special Use < 4000 square feet.
- ☐ Word Document legal description of the subject property.
- ☐ One copy of a response to the General Standards, Special Standards, and Considerations found in Section 15-3.0701(A), (B), and (C) of the UDO available at [www.franklinwi.gov](http://www.franklinwi.gov).
- ☐ Three (3) complete collated sets of application materials to include ...
  - ☐ Three (3) project narratives.
  - ☐ Three (3) folded copies of the Site Plan package, drawn to scale at least 24" X 36", The submittal should include only those plans/items as set forth in Section 15-7.0101, 15-7.0301 and 15-5.0402 of the UDO that are impacted by the development. (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc.
- ☐ One (1) colored copy of the building elevations on 11" X 17" paper, if applicable.
- ☐ Email or flash drive with all plans / submittal materials.
- ☐ Additional information as may be required.
  - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval.

#### UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☐ \$1,250 Application fee payable to the City of Franklin.
- ☐ Three (3) project narratives, including description of the proposed text amendment.
  - Requires a Class II Public Hearing notice at Plan Commission.
  - The City's Unified Development Ordinance (UDO) is available at [www.franklinwi.gov](http://www.franklinwi.gov).

1/29/2025

APUS Investment – Franklin

Project #21-105



Mr. Regulo Martinez-Montilva, Planning Manager  
City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI 53132

RE: 7220 W. Ryan Rd. Project Narrative

Dear Regulo,

We are requesting an amendment to the Comprehensive Master Plan to allow for the construction of a mixed development on the 3.72-acre property located at 7220 W. Ryan Road.

The proposed development to include:

- The front/south end of the property to include a mixed-use building consisting of:
  - Approximately 7,389sf of retail space on the main level
  - Nine one-bedroom apartments on the upper level
- Four garden style apartments buildings will be construction on the balance of the property:
  - These buildings will provide 29 two-bedroom apartments in total. Each apartment includes a single car garage.

The property is currently zoned R-8 (Multi-Family Residential)

The property is identified as commercial use in the Comprehensive Master plan

The prosed \$15M development would be a mixture of retail and residential to create a pedestrian friendly facility. This development would be consistent to comprehensive land use by providing retail establishments in front of the property. The residential portion of the development would bring additional population density as a catalyst for commercial development on the surrounding properties.

Please do not hesitate to contact me if you have any questions regarding this proposed development.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Knepprath".

Tim Knepprath, President  
Wellspring Construction Group, LLC.



# City of Franklin Property Viewer



3/18/2025, 10:54:31 AM

 Parcel

1:2,257

0 0.02 0.04 0.07 0.08 mi  
0 0.03 0.07 0.13 km

SEWRPC, Maxar, Microsoft

**LOCATION:** 7220 West Ryan Road, Franklin, Wisconsin

**LEGAL DESCRIPTION:**

That part of the West 1/2 of the Southwest 1/4 of Section 22, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence East along the South line of said 1/4 Section, 1010.86 feet to the place of beginning of lands to be described; thence Northerly parallel to the East line of the West 1/2 of said 1/4 Section, 600.00 feet to a point; thence East parallel to the South line of said 1/4 Section, 300.00 feet to a point in the East line of the West 1/2 of said 1/4 Section; thence Southerly along the East line of the West 1/2 of said 1/4 Section, 600.00 feet to a point in the South line of said 1/4 Section; thence West along the South line of said 1/4 Section, 300.00 feet to the place of beginning. Except the South 60.00 feet thereof for public road purposes.

March 26, 2019

Survey No. 110518



# Future Land Use Map 2025

Map 5.7

**wellspring**  
CONSTRUCTION GROUP

Wellspring Construction Group 2-27-2025

Legend

- Future Land Use**
- Areas of Natural Resource Features
  - Business Park
  - Commercial
  - Communication and Utilities
  - Industrial
  - Institutional
  - Landfill
  - Light Manufacturing
  - Mixed Use
  - Office
  - Recreational
  - Residential
  - Residential - Multi-Family
  - Transportation
  - Water
  - Future Roads (SW Plan)
  - Existing Trail
  - Proposed Trail
  - Milwaukee County Parkway

**Notes:**  
The City of Franklin, WI, has adopted the Future Land Use Map 2025. The changes were made to the 2005 Future Land Use Map.  
The Future Land Use Map is a planning tool that is used to guide development in the City of Franklin. It is not a legal document and does not create any legal rights or obligations.  
The Future Land Use Map is subject to change. The City of Franklin reserves the right to amend the map at any time.  
The Future Land Use Map is not a guarantee of any future development. It is only a guide to future development.  
The Future Land Use Map is not a guarantee of any future development. It is only a guide to future development.



**City of Franklin**  
GIS Department  
3000 Franklin Rd.  
Franklin, WI 53132  
www.franklinwi.gov

1"=1 Mile  
0 0.5 1  
0 0.5 1  
0 0.5 1

**ARCHITECT**  
750 W. WISCONSIN AVE.  
MILWAUKEE, WI 53233  
TEL: 414.224.8800  
WWW.FRANKLINWI.GOV

PROPOSED ADDITION TO  
**RYAN COMMONS**  
7700 W. RYAN ROAD  
FRANKLIN, WISCONSIN

CLIENT  
**WELLSPRING CONSTRUCTION**

**wellspring**  
CONSTRUCTION GROUP

FOR A LIST OF PROJECTS, VISIT [WWW.WELLSPRINGCONSTRUCTION.COM](http://WWW.WELLSPRINGCONSTRUCTION.COM)  
A COMMITMENT TO EXCELLENCE  
WELLSPRING CONSTRUCTION GROUP  
10000 W. WISCONSIN AVE.  
MILWAUKEE, WI 53233  
TEL: 414.224.8800  
WWW.WELLSPRINGCONSTRUCTION.COM

DATE: 05/03/2011

PROJECT NUMBER: 23-054  
START DATE: 3/10/2011  
DRAWN BY: WCC  
CHECKED BY: NTS  
SCALE: NTS

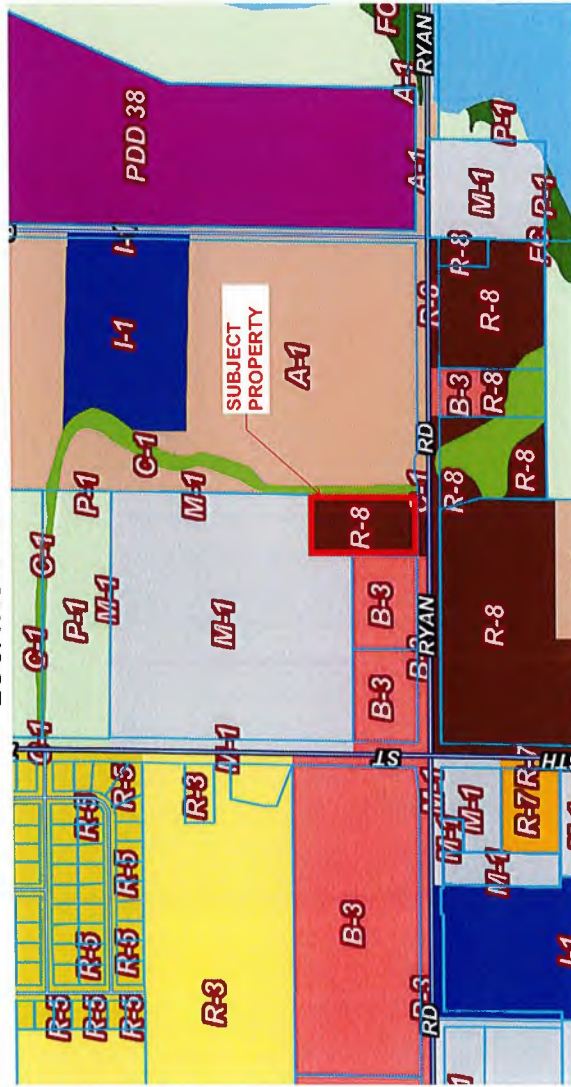
FRANKLIN FUTURE LAND USE  
**A0.30**

NOT FOR CONSTRUCTION





LOCATION MAP



EXISTING ZONING MAP

**MASSON CONSTRUCTION**

1000 W. VICTORIA LANE, SUITE 100  
MILWAUKEE, WI 53204  
414.224.1111  
MASSONCON.COM

PROPOSED ADDITION TO  
**RYAN COMMONS**  
7720 W. RYAN ROAD  
MILWAUKEE, WISCONSIN

CLIENT  
**WELLSPRING CONSTRUCTION**

**wellspring**  
CONSTRUCTION GROUP

WELLSPRING HAS PROFESSIONAL ENGINEERS AND ARCHITECTS ON STAFF TO ASSIST WITH THE DESIGN AND CONSTRUCTION OF YOUR PROJECT. WE ARE A FULL SERVICE FIRM THAT CAN HANDLE ALL ASPECTS OF YOUR PROJECT FROM CONCEPT TO COMPLETION. WE ARE A FULL SERVICE FIRM THAT CAN HANDLE ALL ASPECTS OF YOUR PROJECT FROM CONCEPT TO COMPLETION.

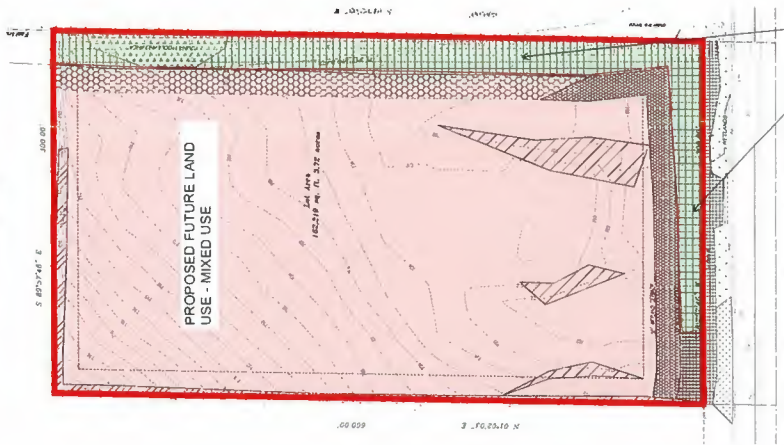
DATE	REVISIONS	BY	DATE
2/11/16	REV. COORDINATE PLAN		
2/11/16	REV. COORDINATE PLAN		
2/11/16	REV. NATURAL RESOURCES		

PROJECT NUMBER	72-004
START DATE	11/02/23
AUTOPLOT	
CHECKED BY	Checked
SCALE	NIS

SITE DEVELOPMENT  
PLAN

**A0.40**

EXISTING FUTURE LAND USE -  
COMMERCIAL



PROPOSED  
FUTURE  
LAND USE -  
AREA OF  
NATURAL  
RESOURCES

NOT FOR CONSTRUCTION

**BLANK PAGE**

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 4/15/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	Resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Final Plat for Ridgewood Reserve Subdivision (Generally located to the north of West Drexel Avenue, east of South Ridgewood Drive, and west of South 76th Street) (Creative Homes, Inc., Property Owner/Applicant)	<b>ITEM NUMBER</b>  G.6.  Ald. Dist. #2
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Final Plat for Ridgewood Reserve Subdivision (Generally located to the north of West Drexel Avenue, east of South Ridgewood Drive, and west of South 76th Street) (Creative Homes, Inc., Property Owner/Applicant), subject to technical corrections by the City Attorney.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution No. 2025-_____, authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Final Plat for Ridgewood Reserve Subdivision (Generally located to the north of West Drexel Avenue, east of South Ridgewood Drive, and west of South 76th Street) (Creative Homes, Inc., Property Owner/Applicant), subject to technical corrections by the City Attorney.</p>		

Department of City Development: NJF

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-\_\_\_\_\_

**A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO  
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART  
OF THE APPROVAL OF A FINAL PLAT FOR RIDGEWOOD RESERVE SUBDIVISION  
(GENERALLY LOCATED TO THE NORTH OF WEST DREXEL AVENUE, EAST OF  
SOUTH RIDGEWOOD DRIVE, AND WEST OF SOUTH 76TH STREET) (CREATIVE  
HOMES, INC., PROPERTY OWNER/APPLICANT)**

---

WHEREAS, the Common Council having approved a Final Plat upon the application of Creative Homes, Inc., Owner, on April 15, 2025, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the mature woodland, stream, 100-year floodplain, shoreland buffer, wetland, wetland buffer, and wetland setbacks on the site; and

WHEREAS, §15-7.0603B. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Final Plat review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Final Plat; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Creative Homes, Inc., Owner, in the form and content as annexed hereto, be and the same is hereby approved; subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15<sup>th</sup> day of April, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15<sup>th</sup> day of April 2015.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS  
TO ACCEPT A CONSERVATION EASEMENT  
CREATIVE HOMES, INC., OWNER  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 2

APPROVED:

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

ATTEST:

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

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

## CONSERVATION EASEMENT

### RIDGEWOOD RESERVE

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Creative Homes Inc, a Wisconsin Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes

### WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, mature woodland, stream, 100-year floodplain, shoreland buffer, wetland, wetland buffer, and wetland setback as identified in the Natural Resource Protection Plan prepared by Pinnacle Engineering Group and dated May 6, 2024, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by § 700.40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement, and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby;

WHEREAS, Tri-City National Bank, mortgagee of the protected property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent"

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over and across the protected property

Grantee's rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition;
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over or across the protected property, the Grantor, without the prior consent of the Grantee, shall not

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

To have and to hold this conservation easement unto the Grantee forever Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant Grantor shall be responsible for the payment of all general property taxes levied, assessed or accruing against the protected property pursuant to law

The covenants, terms, conditions and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns Notices to the parties shall be personally delivered or mailed by U S Mail registered mail, return receipt requested, as follows

To Grantor  
Creative Homes Inc  
Attn. Rick Przybyla  
9244 W, Grandview Court  
Franklin, WI 53132

To Grantee  
City of Franklin  
Office of the City Clerk  
9229 West Loomis Road  
Franklin, Wisconsin 53132

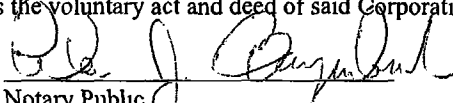
In witness whereof, the Grantor has set his hand and seal on this date of MARCH 19<sup>TH</sup>, 2025

Creative Homes Inc

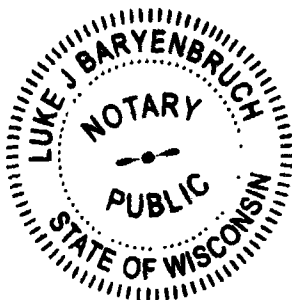
By   
Rick Przybyla - President

STATE OF WISCONSIN )  
M. Luker ) ss  
COUNTY )

This instrument was acknowledged before me on the 19<sup>th</sup> day of March, 2025, by Rick Przybyla, as President of Creative Homes Inc, a Wisconsin Corporation, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Corporation

  
Notary Public

My commission expires 9/7/25





**Acceptance**

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF FRANKLIN**

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

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

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin.

Approved as to contents.

\_\_\_\_\_  
Régulo Martínez-Montilva  
Principal Planner  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only:

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

\_\_\_\_\_  
Date



**MORTGAGE HOLDER CONSENT**

The undersigned, Tri-City National Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on March 19<sup>th</sup>, 2025, as Document No \_\_\_\_\_, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

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

Tri-City National Bank  
a Wisconsin Banking Corporation

By [Signature]

Name Luke Baryenbruch

Title SVP - Commercial Lending

STATE OF WI )

COUNTY OF Milwaukee )ss

On this, the 19<sup>th</sup> day of March, 2025 before me, the undersigned, personally appeared Luke Baryenbruch, as officer of Tri-City National Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name. Meena Segun

Notary Public, State of WI

My commission expires 01/11/2026

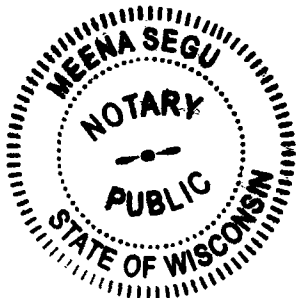


Exhibit A

(Description of the Property)

Lots 1 through 9 and Outlot 1 in Ridgewood Reserve, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. \_\_\_\_\_, being in the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B

(Depiction of the Facilities)

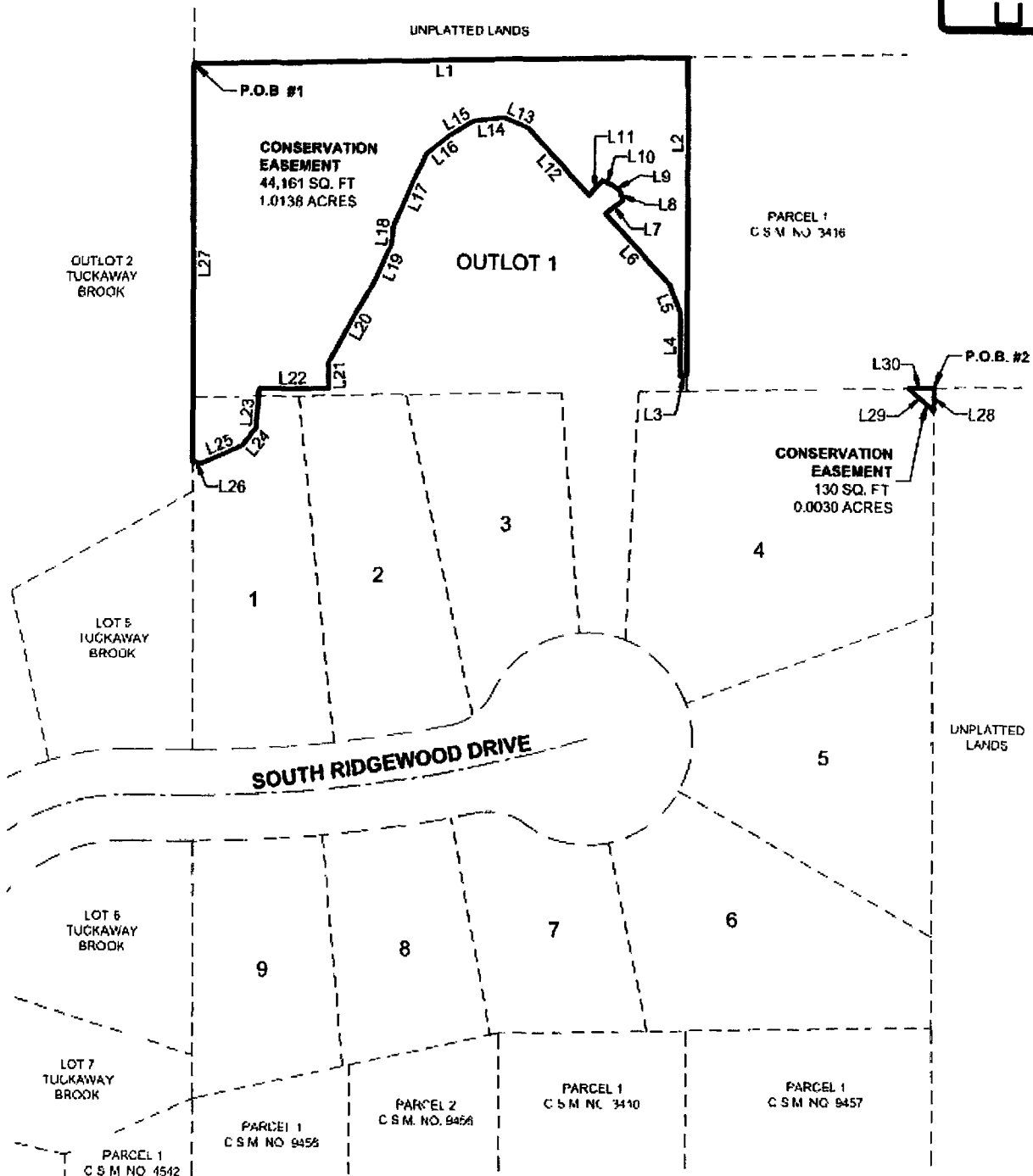


Exhibit B

(Depiction of the Facilities)

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N88°37'15"E	330.40'
L2	S00°15'13"E	209.30'
L3	S76°57'25"W	4.58'
L4	N00°18'32"W	42.42'
L5	N21°55'39"W	19.16'
L6	N42°57'51"W	63.53'
L7	N52°46'07"E	14.26'
L8	N16°12'01"W	6.43'
L9	N52°35'35"W	6.11'
L10	N65°52'52"W	7.84'
L11	S41°20'51"W	13.07'
L12	N42°57'51"W	60.16'
L13	N68°20'43"W	16.50'
L14	S83°43'17"W	21.05'
L15	S59°22'32"W	17.54'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L16	S52°08'14"W	20.92'
L17	S24°16'02"W	53.18'
L18	S05°47'39"W	11.84'
L19	S24°29'18"W	24.74'
L20	S29°20'31"W	64.30'
L21	S02°21'50"E	16.22'
L22	S88°37'15"W	46.79'
L23	S03°54'17"W	26.23'
L24	S39°03'22"W	14.16'
L25	S65°53'28"W	29.39'
L26	N86°42'04"W	6.49'
L27	N00°15'17"W	262.74'
L28	S00°15'17"E	15.37'
L29	N48°38'24"W	22.65'
L30	N88°37'15"E	16.94'

### Exhibit C

#### (Description of Easement Area)

##### Legal Description of the Conservation Easement:

That part of Outlot 1 and part of Lot 1 in Ridgewood Reserve, being a Subdivision in the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, bounded and described as follows:

Beginning at the Northwest corner of said Outlot 1; thence North 88°37'15" East, 330.40 feet along the North line of said Outlot 1 to the Northeast corner of said Outlot 1; thence South 00°15'13" East, 209.30 feet along the East line of said Outlot 1; thence South 76°57'25" West, 4.58 feet; thence North 00°18'32" West, 42.42 feet; thence North 21°55'39" West, 19.16 feet; thence North 42°57'51" West, 63.53 feet; thence North 52°46'07" East, 14.26 feet; thence North 16°12'01" West, 6.43 feet; thence North 52°35'35" West, 6.11 feet; thence North 65°52'52" West, 7.84 feet; thence South 41°20'51" West, 13.07 feet; thence North 42°57'51" West, 60.16 feet; thence North 68°20'43" West, 16.50 feet; thence South 83°43'17" West, 21.05 feet; thence South 59°22'32" West, 17.54 feet; thence South 52°08'14" West, 20.92 feet; thence South 24°16'02" West, 53.18 feet; thence South 05°47'39" West, 11.84 feet; thence South 24°29'18" West, 24.74 feet; thence South 29°20'31" West, 64.30 feet; thence South 02°21'50" East, 16.22 feet; thence South 88°37'15" West, 46.79 feet; thence South 03°54'17" West, 26.23 feet; thence South 39°03'22" West, 14.18 feet; thence South 65°53'28" West, 29.39 feet; thence North 86°42'04" West, 6.49 feet to the West line of said Lot 1; thence North 00°15'17" West, 262.74 feet along said West line and then along the West line of aforesaid Outlot 1 to the point of beginning.

Containing 44,161 square feet or 1.0138 acres

##### ALSO:

That part of Lot 4 in Ridgewood Reserve, being a Subdivision in the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, bounded and described as follows:

Beginning at the Northeast corner of said Lot 4; thence South 00°15'17" East, 15.37 feet along the East line of said Lot 4; thence North 48°38'24" West, 22.65 feet to the North line of said Lot 4; thence North 88°37'15" East along said North line 16.94 feet to the point of beginning.

Containing 130 square feet or 0.0030 acre.

**BLANK PAGE**

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 4/15/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Resolution conditionally approving a Final Plat for Ridgewood Reserve Subdivision (generally located to the north of West Drexel Avenue, east of South Ridgewood Drive, and west of South 76th Street) (Creative Homes, Inc., Property Owner/Applicant)</b>	<b>ITEM NUMBER</b>  G. 7.  Ald. Dist. #2
<p>At its April 3, 2025, regular meeting, the Plan Commission unanimously approved a motion to recommend approval of a resolution conditionally approving a Final Plat for Ridgewood Reserve subdivision (generally located to the north of West Drexel Avenue, east of South Ridgewood Drive, and west of South 76th Street) (Creative Homes, Inc., Property Owner/Applicant).</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution 2025-_____, conditionally approving a Final Plat for Ridgewood Reserve subdivision (generally located to the north of West Drexel Avenue, east of South Ridgewood Drive, and west of South 76th Street) (Creative Homes, Inc., Property Owner/Applicant).</p>		

Department of City Development: NJF

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A  
FINAL PLAT FOR RIDGEWOOD RESERVE SUBDIVISION  
(GENERALLY LOCATED TO THE NORTH OF WEST DREXEL AVENUE, EAST OF  
SOUTH RIDGEWOOD DRIVE, AND WEST OF SOUTH 76TH STREET)  
(CREATIVE HOMES, INC., PROPERTY OWNER/APPLICANT)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for Ridgewood Reserve subdivision, such plat being Outlot A of Certified Survey Map No. 3410, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 5239312, Outlot 1 of Certified Survey Map No. 9456, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 11306731, Outlot 1 of Certified Survey Map No. 9457, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 11306732, and additional lands, all being a part of the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 9; thence South 88°35'08" West along the south line of said Southeast 1/4, 990.40 feet; thence North 00°15'17" West along the west line of Parcel 1 of Certified Survey Map No. 9456, 200.49 feet to the Point of Beginning; thence continuing North 00°15'17" West, 681.33 feet; thence North 88°37'15" East, 330.40 feet to the west line of Parcel 1 of Certified Survey Map No. 3416; thence South 00°15'13" East along said west line, 220.00 feet to the south line of said Parcel 1; thence North 88°37'15" East along said south line of said Parcel 1, 165.00 feet to the east line of Outlot 1 of Certified Survey Map No. 9457; thence South 00°15'17" East along said east line, 421.51 feet to the north line of Parcel 1 of said Certified Survey Map No. 9457; thence South 88°35'08" West along said north line and then along the north line of Parcel 1 of Certified Survey Map No. 3410, 290.00 feet; thence South 77°44'20" West along the north line of Parcel 1 and Parcel 2 of Certified Survey Map No. 9456, 209.95 feet to the Point of Beginning. Containing 285,580 square feet (6.5560 acres) of land., more specifically, of the properties bearing Tax Key Nos. 792-9003-000, 792-9005-000, 792-9994-000, and 792-9996-003, Creative Homes, Inc., applicant; said final plat having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on April 3, 2025, pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Final Plat of Ridgewood Reserve subdivision, as



RICK J. PRZYBYLA, CREATIVE HOMES, INC. – FINAL PLAT FOR THE RIDGEWOOD  
RESERVE SUBDIVISION  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 2

submitted by Rick J. Przybyla, Creative Homes, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Final Plat be rectified, all prior to the recording of the Final Plat.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the provision of public improvements reasonably necessary, respectively, and §15-8.0101 and §15-2.0303 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of plat approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Final Plat for Ridgewood Reserve subdivision; a Subdivision Development Agreement (“Subdivider’s Agreement”), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit or a performance bond in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by Creative Homes, Inc., prior to the recording of the Final Plat.
4. Each and any easement shown on the Final Plat shall be the subject of separate written grant of easement instrument, in such form as provided within the City of Franklin Design Standards and Construction Specifications and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Final Plat.
5. That any and all submissions, reviews and approvals, for any and all matters required to be submitted, reviewed and/or approved within the final plat application process as specified within the Unified Development Ordinance, which may not have been submitted, reviewed and/or approved as of the date of adoption of this Resolution, if any, including for matters of utility easements, a declaration of deed restrictions and protective

RICK J. PRZYBYLA, CREATIVE HOMES, INC. – FINAL PLAT FOR THE RIDGEWOOD  
RESERVE SUBDIVISION  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 3

covenants, conservation easements, other public purpose easements, stormwater management agreements, and homeowners' association legal instruments, shall be so submitted, reviewed and/or approved, prior to the recording of the Final Plat.

6. Creative Homes, Inc., successors and assigns and any developer of Ridgewood Reserve subdivision shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for Ridgewood Reserve subdivision, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
7. The approval granted hereunder is conditional upon Creative Homes, Inc. and the Ridgewood Reserve subdivision project generally located to the north of West Drexel Avenue, east of South Ridgewood Drive, and west of South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
8. The Ridgewood Reserve subdivision project shall be developed in substantial compliance with the terms and provisions of this Resolution.
9. Declaration of deed restrictions, protective covenants, and the legal instruments and rules for any proposed Wisconsin non-profit membership corporation (homeowners association) whereby the subdivider intends to regulate land uses in the proposed subdivision and otherwise protect the proposed development are subject to review by the City Attorney pursuant to the Unified Development Ordinance Section 15-7.0603D.
10. The subdivider must submit the Department of Administration "Letter of Certification" to the Department of City Development, prior to recording this final plat with the Milwaukee County Register of Deeds
11. The applicant shall be responsible for filing a Subdivision Development Agreement consistent with all regulations of the Unified Development Ordinance and Municipal Code. Common Council approval of said Subdivision Development Agreement is required prior to recording this Final Plat.
12. Final Engineering Department approval of the grading, erosion control, utilities, and storm water management plan are required prior to recording the Final Plat.
13. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Department of City Development. Other signage, such as conservation easement signs, shall comply with

RICK J. PRZYBYLA, CREATIVE HOMES, INC. – FINAL PLAT FOR THE RIDGEWOOD  
RESERVE SUBDIVISION  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 4

Chapter 210 of the Municipal Code and be subject to Planning Department review and approval and issuance of a Sign Permit.

14. A written conservation easement shall be submitted as part of the Final Plat Application for Common Council review and approval, and recording with the Milwaukee County Register of Deeds Office at the time of recording the Final Plat.
15. The Final Plat shall be in full compliance with all pertinent City of Franklin Design Standards and Construction Specifications.

BE IT FURTHER RESOLVED, that the Final Plat of Ridgewood Reserve subdivision development, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 12 months from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 12 months of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a final plat, the City Clerk is hereby directed to obtain the recording of the Final Plat of Ridgewood Reserve subdivision with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of April, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of April, 2025.

APPROVED:

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

ATTEST:

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

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

## REPORT TO THE PLAN COMMISSION

Meeting of April 3, 2025

### Final Plat

---

**RECOMMENDATION:** City Development staff recommends approval of the Ridgewood Reserve Final Plat, subject to the conditions set forth in the attached resolution.

---

<b>Project Name:</b>	Ridgewood Reserve Final Plat
<b>Project Address:</b>	Not Assigned Street (Tax Key Nos. 792-9003-000, 792-9005-000, 792-9994-000, and 792-9996-003)
<b>Applicant:</b>	Rick Przybyla, Creative Homes, Inc.
<b>Agent:</b>	Anthony Zanon, Pinnacle Engineering
<b>Property Owner:</b>	Creative Homes, Inc.
<b>Zoning:</b>	R-6 Suburban Single-Family Residence District and FW Floodway District
<b>2025 Comprehensive Plan:</b>	Residential and Areas of Natural Resource Features
<b>Use of Surrounding Properties:</b>	Single-family residential to the north, south, east, and west
<b>Applicant's Action Requested:</b>	Approval of the proposed Final Plat
<b>Planner:</b>	Nick Fuchs, Associate Planner

---

### Project Description/Analysis

The applicant filed a Final Plat Application for the creation of nine single-family residential lots and one outlot upon four existing parcels generally located to the north of West Drexel Avenue, east of South Ridgewood Drive, and west of South 76th Street.

The four parcels have an area of approximately 6.56 acres. The proposed subdivision consists of an extension and dedication of South Ridgewood Drive into a cul-de-sac with nine single-family lots around the new street. Lot sizes range from 13,918 square feet to 35,896 square feet with an average lot size of 19,866 square feet. The proposed subdivision will be served by municipal water and public sanitary sewer.

A stormwater pond is proposed within Outlot 1. Staff recommends final Engineering Department approval of the grading, erosion control and storm water management plan be required prior to recording the Final Plat.

### R-6 Suburban Single-Family Residence District

The R-6 District allows a gross and net density of 2.972. This equates to a potential allowed density of 19 dwelling units for this development. As such, the development of nine lots conforms to this standard. Furthermore, all lots exceed the minimum lot size requirement of 11,000 square feet and all lots have a lot width at the building setback line of at least 90 feet.

In review of the Final Plat, staff finds that all development standards of the R-6 District are met and the Final Plat is in substantial conformance with the approved Preliminary Plat.

Natural Resource Protection Plan (NRPP)

The property contains a mature woodland, a stream and associated shore buffer, floodplain, wetlands, wetland buffers, and wetland setbacks. The wetlands were delineated by Dave Meyer of Wetland & Waterway Consulting, LLC on January 31, 2022.

The applicant is proposing to temporarily disturb portions of the wetland setback; however, these areas will be restored to their natural state.

The applicant is also disturbing 22% of the mature woodland onsite. Part 4 of the UDO requires that 70% of mature woodlands be protected. As such, the development complies with that standard.

All other natural resources will be protected. The majority of protected natural resources onsite are located within Outlot 1 of the Final Plat, except for portions of floodplain located in the northwest corner of Lot 1 and the northeast corner of Lot 4. Note these areas are outside of the required minimum building setbacks for these lots.

An Easement application has been submitted concurrently with the Final Plat for the Conservation Easement.

Signage:

Currently, a subdivision monument sign is not anticipated. The applicant may propose signage to demarcate the conservation easement boundary and no trespassing. Any proposed signage will require separate City review and approval.

Other required documents

§15-7.0603 requires submittal of any Declaration of Deed Restrictions, Protective Covenants, Conservation Easements, and Homeowners' Association prior to approval of the Final Plat. The applicant has provided these documents for review.

Improvements including streets and utilities must be installed prior to recording of the Final Plat (§15-2.0303.A). If complete construction is not practicable, the applicant may enter into a Subdivider's ("Developer's") agreement with the City of Franklin, and provide a letter of credit for improvements (§15-2.0303.B). It is not anticipated, but should the final plat be recorded in two phases, the applicant would need to provide the financial guaranty in the amount required for each phase of the final plat prior to the recording of that phase.

**Recommendation**

City Development staff recommends approval of the Ridgewood Reserve Final Plat, subject to the conditions set forth in the attached resolution.

Parcel

Earthstar Geographics | City of Franklin, WI | Guest

Planning Department  
9229 West Loomis Road  
Franklin, Wisconsin 53132  
(414) 425-4024  
[franklinwi.gov](http://franklinwi.gov)



APPLICATION DATE. \_\_\_\_\_

STAMP DATE \_\_\_\_\_ city use only \_\_\_\_\_

## LAND DIVISION REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME RICK PRZYBYLA	NAME ANTHONY ZANON
COMPANY CREATIVE HOMES INC	COMPANY PINNACLE ENGINEERING GROUP
MAILING ADDRESS 9244 W GRANDVIEW CT	MAILING ADDRESS 20725 WATERTOWN ROAD, SUITE 100
CITY/STATE FRANKLIN, WI ZIP 53132	CITY/STATE BROOKFIELD, WI ZIP 53186
PHONE 414-529-0958	PHONE 262-754-0839
EMAIL ADDRESS rickprzybyla@hotmail.com	EMAIL ADDRESS tony.zanon@pinnacle-engr.com

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: unassigned	TAX KEY NUMBER. 792-9003-000, 792-9005-000, 792-9994-000, 792-9996-003
PROPERTY OWNER CREATIVE HOMES INC	PHONE 414-529-0958
MAILING ADDRESS 9244 W GRANDVIEW CT	EMAIL ADDRESS rickprzybyla@hotmail.com
CITY/STATE FRANKLIN, WI ZIP 53132	DATE OF COMPLETION. office use only

### APPLICATION TYPE

Please check the application type that you are applying for

- ☐ Affidavit of Correction (Plat) ☐ Certified Survey Map ☐ Condominium Plat ☐ Land Combination  
☐ Right of Way Vacation ☒ Final Subdivision Plat ☐ Preliminary Subdivision Plat

Most requests require Plan Commission review and Common Council approval


Applicant is responsible for providing Plan Commission resubmittal materials up to 11 copies pending staff request and comments.

### SIGNATURES

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

☒ I, the applicant, certify that I have read the following page detailing the requirements for land division approvals and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE. 	APPLICANT SIGNATURE same as property owner
NAME & TITLE RICK PRZYBYLA, President	NAME & TITLE
DATE 2/20/25	DATE
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE	NAME & TITLE
DATE	DATE



### CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department.

#### AFFIDAVIT OF CORRECTION APPLICATION MATERIALS

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☐ \$210 Application fee payable to the City of Franklin.
- ☐ Word Document legal description of the subject property.
- ☐ Three (3) complete collated sets of application materials to include ...
  - ☐ Three (3) project narratives.
  - ☐ Three (3) folded full size, drawn to scale copies of the Plat of Affidavit of Correction (*See Section 59.43(2)(m) of the Wisconsin Statutes for information that must be included on the correction instrument.*)
- ☐ Email or flash drive with all plans / submittal materials.
  - Applications for an Affidavit of Correction shall comply with Section 236.295 of the Wisconsin Statutes.

#### CERTIFIED SURVEY MAP APPLICATION MATERIALS

- ☐ \$75 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
  - ☐ One (1) map copy for Milwaukee County Review, *prepared at 8 1/2" X 14" on durable white paper and must be clearly legible.*
- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☐ \$2,500 Application fee payable to the City of Franklin.
- ☐ Word Document legal description of the subject property.
- ☐ Three (3) complete collated sets of application materials to include ...
  - ☐ Three (3) project narratives.
  - ☐ One (1) original and two (2) copies, *prepared at 8 1/2" X 14" on durable white paper and must be clearly legible.*
  - ☐ As may be required, three (3) copies of a Natural Resource Protection Plan and Report, *see Division 15-9.0309D of the UDO.*
  - ☐ If applicable, three (3) copies of a Landscape Plan for any buffer yard easement areas.
- ☐ If applicable, one (1) copy of the Site Intensity and Capacity Calculations, *see Division 15-3.0500.*
- ☐ Email or flash drive with all plans / submittal materials.
  - All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes.
  - Applicants are responsible for review copies for the county subject to Milwaukee County Requirements

#### CONDOMINIUM PLAT APPLICATION MATERIALS

- ☐ \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- ☐ \$1,000 Application fee payable to the City of Franklin.
- ☐ Word Document legal description of the subject property.
- ☐ Three (3) complete collated sets of application materials to include ...
  - ☐ Three (3) project narratives.
  - ☐ Three (3) full size copies of the Condominium Plats/Plans, *drawn to scale, on 14" X 22" paper, per s. 703.11 (2) (d) Wis. Stats.*
- ☐ If applicable, Two (2) copies of the Declarations and By-Laws *per UDO Section 15-7.0603A. For administrative review and approval.*
- ☐ Email or flash drive with all plans / submittal materials.
  - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider

#### LAND COMBINATION APPLICATION MATERIALS

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details).

- ☐ \$675 Application fee payable to the City of Franklin
- ☐ Word Document legal description of the subject property.
- ☐ Three (3) copies of a boundary survey of the parcels *to be combined graphically showing the relationship to street access and to adjoining properties.*
- ☐ Email or flash drive with all plans / submittal materials.

- Review and consideration of Land Combination approvals shall be in accordance with Section 15-9 0312(B) of the Unified Development Ordinance.

PROJECT PROPERTY #2
PROPERTY ADDRESS:
TAX KEY NUMBER:

#### RIGHT-OF-WAY VACATION APPLICATION MATERIALS

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☐ \$500 Application fee payable to the City of Franklin.
- ☐ Word Document legal description of the subject property.
- ☐ Three (3) complete collated sets of application materials to include ...
  - ☐ Three (3) project narratives.
  - ☐ Three (3) Plat of Survey of the area to be vacated, *drawn to scale at least 11" X 14"*.
- ☐ Email or flash drive with all plans / submittal materials.
  - Common Council will set a Public Hearing date, take final action, and record the document of approval with Milwaukee County Register of Deeds.

#### FINAL SUBDIVISION PLAT APPLICATION MATERIALS

- ☐ \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds *[only applicable if Preliminary Plat was not submitted]*
- ☒ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☒ \$1,700 Application fee payable to the City of Franklin.
- ☒ Word Document legal description of the subject property.
- ☐ One (1) copy of the Department of Administration "Letter of Certification" **will submit upon receipt**
- ☒ Three (3) complete collated sets of application materials to include ...
  - ☒ Three (3) project narratives.
  - ☒ Three (3) full size copies of the Final Plat, *drawn to scale on 22" X 30" paper, per s. 236.25(2) (a) Wis. Stats, and Division 15-7.600 FINAL PLAT of the UDO*
- ☒ Email or flash drive with all plans / submittal materials.
  - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider.

#### PRELIMINARY SUBDIVISION PLAT APPLICATION MATERIALS

- ☐ \$150 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- ☐ \$5,000 Application fee payable to the City of Franklin plus developers deposit\*
- ☐ (\*) \$3,000 developers deposit is required in addition to filing fees at the time of submittal, it may require replenishment
- ☐ Word Document legal description of the subject property.
- ☐ One (1) copy of the Department of Administration "Request for Land Subdivision Plat Review" and "WISDOT Subdivision Review Request" *if applicable. Per s. 236.12 (4m) Wis. Stats. The surveyor must submit copies of the plat directly to all approving agencies.*
- ☐ Three (3) complete collated sets of application materials to include ...
  - ☐ Three (3) project narratives
  - ☐ Three (3) full size copies of the Preliminary Plat, *drawn to scale on 22" x 30" paper, per s. 236.25(2) (a) Wis. Stats.*
  - ☐ Three (3) full size copies of the Natural Resource Protection Plan [and report], *on 22" x 30" paper, per Division 15-7 0200 of the UDO, if applicable.*
  - ☐ Three (3) full size copies of the Landscape Plan, *on 22" x 30" paper for any landscape bufferyard easement areas per Division 15-7 0300 of the UDO.*
- ☐ One (1) copy of the Site Intensity and Capacity Calculations, *if applicable (see division 15-3.0500 of the UDO)*
- ☐ Email or flash drive with all plans / submittal materials.
  - Within 90 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Plat, unless the time is extended by agreement with the Subdivider

# **PROPOSED RIDGEWOOD RESERVE**

## **PROJECT SUMMARY**

---

- Located just east of Ridgewood Drive and behind 7832 W. Drexel Avenue
- Site Area of Proposed Subdivision is 6.55 Acres
- All lots serviced by municipal sewer and water
- 9 single family, with some estate sized lots
- Architecturally controlled community
- Anticipated minimum square foot requirements – Ranch 1,900sq. ft / 2-story 2,300 sq ft
- Lot sizes ranging from approximately 13,918-35,896 square feet with an average lot size of approximately 20,000 sq. ft.

## **DEVELOPER / COMPANY PROFILE**

---

Creative Homes, Inc., is a small family owned and operated business, located in the City of Franklin, which has been a builder of quality homes and developments for over 41 years. Creative Homes, Inc. has developed over 500 lots throughout the communities of Franklin, Muskego, and Greenfield, with significant concentration in the City of Franklin. Creative Homes, Inc. also builds semi-custom homes.

## **MARKET ANALYSIS / FINANCIAL PLAN**

---

- 9 single family sized lots
- Packages starting at approximately \$ 750,000, with an average of \$ 750,000 - \$ 950,000
- 9 lot/home packages x \$ 850,000 = \$ 7,650,000 (approximate assessed)
- School impact = less than .5 / lot X 9 lots = 4/5 students

## **BENEFITS**

---

- High demand for single family lots in Franklin, especially those open to other builders
- Tax benefit to the City of Franklin with higher priced homes

## **SCHEDULE FOR PROPOSED TIME FRAME**

---

- Development for installing all utilities will be approximately 6-8 months
- Total sales completion will take approximately 12-18 months
- Approximate development costs of \$ 600,000

# DRAFT

## COVENANTS AND DECLARATIONS OF RESTRICTIONS

### PROPOSED RIDGEWOOD RESERVE FRANKLIN, WI

KNOW ALL MEN BY THESE PRESENTS that the undersigned, CREATIVE HOMES, INC., being the owner of lots 1-9 being described as:

LEGAL DESCRIPTION TO FOLLOW WITH NEW TITLE

And intending to establish a general plan for the use, occupancy and enjoyment of said Subdivision, does hereby declare that all lots therein shall be subject to the following restrictions and covenants, which shall remain in force for a period of thirty (30) years from the date of recording hereof.

1 **GENERAL PURPOSES.** The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve as far as is practical, the natural beauty of said property, to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme, to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes hereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites, to secure and maintain proper setbacks from street and adequate free spaces between structures, and in general, to provide adequately for a high quality of improvement in said property, and thereby to preserve and enhance the value of investments made by purchasers of building sites therein

2. **STRUCTURES.** No lot shall be used for anything other than single-family residence purposes. All structures shall be designed by a registered architect or professional engineer or designer, experienced in residential design. The plans shall show the square footage for both first floor and second floor if a two story. Each dwelling shall have a minimum of two full baths. Each dwelling shall have a minimum roof pitch of 7/12, however actual roof pitch shall be at the developer's discretion and may vary depending on the type of home. Roof color shall be limited to that of weathered-wood, driftwood, black, deep browns, or similar color tones. Roof color must be approved by Developer. There shall be no bare walls allowed. It is at the sole discretion of the Developer to add windows, brick, shutters, trim boards, vents or any item that will enhance said dwelling. Vinyl windows will be allowed only when accompanied with trim boards and/or shutters around each vinyl window, or at Developer's discretion. All siding, corner boards and fascia boards must be of natural material, Hardi Plank LP or equal. Soffit material may be vinyl or aluminum. It shall be solely at Developer's discretion to require front elevation of home to include some type of brick or stone.

Please note: Developer would like to see some brick or stone on the front elevation of homes, with the exception of a salt-box style home. Additional restrictions may be required for that of a salt-box style home. Please contact Developer for further information on such. Exterior of all homes shall be of a traditional, colonial, French, country, or Tudor design. No contemporary or Spanish style homes will be allowed. All exterior color selections, including, but not limited to siding, trim, gutters, roof, front door, shutters, garage door, etc. MUST be approved by Developer PRIOR to submitting plans to the City of Franklin for architectural approval.

**Lot owner is encouraged to get approval prior to purchasing said Lot if there is a doubt about home to be constructed**

The following items MUST be submitted to Developer/Creative Homes, Inc. PRIOR to obtaining any approvals, (this includes architectural approval), from the City of Franklin

- A. Three (3) sets of final home plans
- B. Three (3) copies of final survey showing location of home on said lot
- C. Final Color Selections indicating all final color selections for siding, trim, roof, front door, etc

**\*\* Creative Homes, Inc. will not grant any approvals unless all of the required information is submitted \*\***

**\*\* Creative Homes, Inc. will process and conduct an architectural review, within 30 Days, once all required information is submitted \*\***

**\*\* Creative Homes, Inc. encourages buyer(s) to plan ahead in the submission of required information \*\***

3. **RESTRICTION ON SUBDIVISION.** There shall be no further division or subdivision of lots in this Subdivision without approval of the Plan Commission of the City of Franklin.

4. **DWELLING STRUCTURE.** No Dwelling shall exceed two stories in height, excluding exposed areas. The ground area within the perimeter of the building at grade exclusive of porches, garages, bays, patios, breezeways and similar additions, shall not be less than the following schedule: (a) Not less than 1,900 square feet in the case of a one-story dwelling; (b) Not less than 2,300 square feet total in the case of a dwelling of one and one-half stories; (c) Not less than 2,300 square feet in the case of a dwelling of two stories, and the floor area of the first floor shall not be less than 1,100 square feet (d) Not less than 2,300 square feet total in the case of a dwelling of one and one-half stories;

For purposes of figuring total area, the undersigned, in his sole discretion, shall determine what constitutes a two-story or a one and one-half story dwelling. All buildings shall be completed within the allotted time set by the City of Franklin in its ordinance. **Three (3) sets of plans, and three (3) copies of the survey, showing the location of the homes, and naming the roof color, trim color, and the siding color, shall be submitted to Creative Homes, Inc., / Developer 9244 W. Grandview Court, Franklin, WI 53132, of which one set will be signed by owner if it meets numbers 1, 2 and 4 above.**

5. **GARAGES.** No garage shall be larger than necessary to accommodate four (4) cars and all garages shall be attached to the dwelling either forming an integral part with the dwelling house or by connection of porch or breezeway. Garage design at Developer's discretion.

6. **TEMPORARY STRUCTURES.** No structures of any kind shall be moved onto any lot and no living quarters of temporary character shall be permitted at any time, it being the intention that only permanent, private dwellings and garages shall be permitted. All garages shall be built at the same time as the private dwellings and shall be large enough to accommodate a minimum of two (2) cars. No boats, trailers, mobile homes, RV's, or commercial trucks may be parked on the premises outside the garage other than for the delivery of materials or merchandise, except during the construction or remodeling periods.

7. **STORAGE.** No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property that will cause such lots to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance be kept upon any lot that will omit foul or obnoxious odor. Also prohibited is anything that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. Storage sheds which are constructed, must comply with City requirements. These said sheds **must** match the home constructed on said lot in color, roof material and siding material and be approved by developer prior to obtaining approval from the City of Franklin. (See No. 12)

8. **UTILITY LINES.** All electric, cable and telephone lines shall be placed underground.

9. **CONCRETE APPROACH.** No curb cuts have been installed on any lots within the Ridgewood Reserve development. It shall be solely the lot owner(s) responsibility to install a curb cut per City of Franklin requirements. This requirement includes maintaining the flow line in the curb and gutter per the City of Franklin requirements and standards. It is the sole responsibility of the lot owner(s) to work directly with the City of Franklin regarding obtaining any necessary guidelines. If curb and gutter are installed incorrectly, it shall be the sole responsibility of the lot owner(s) to correct and pay for any and all fees incurred to make any and all corrections that the City of Franklin requires. If Creative Homes, Inc. / Developer is required to make any corrections to the lot owner(s) installed curb cut per the City of Franklin requirements and instruction, lot owner(s) shall reimburse Creative Homes, Inc. / Developer the cost of repair plus 30% administrative fee within 3 days of receipt of invoice. Also, if curb, gutter, and/or sidewalks are damaged and the city requires replacement, it shall be paid for by the owner of the lot. Buyer and Developer to inspect curb, gutters, and sidewalks prior to closing and to ensure they meet City of Franklin standards.

10. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except two dogs, two cats, and other small household pets such as canaries or parakeets, provided they are not kept, bred or maintained for any commercial purposes.

11. **GRADES.** The undersigned reserves the right to set finished yard grades. It is the sole responsibility of the lot owner to remove the excess dirt from excavation that is not needed. All dirt from excavation of any lot which is not used on the premises shall be deposited in such place in the Subdivision as shall be directed by the undersigned, or if not needed in the Subdivision, within a three (3) mile radius of said Subdivision, if and only if the undersigned specifies and approves a need for the dirt. Trucking of such dirt shall be solely at the cost of the lot owner. If the undersigned does not want or need the excess dirt, it shall be the sole responsibility of the lot owner to remove the excess dirt from excavation.

11a. **SPLIT LEVEL LOTS.** To be determined per final master plan. Any change from said plan must be approved by Developer and the City of Franklin Engineering Department.

11b. **LOT GRADES.** Some of the lots within the Subdivision may have been filled and graded to different elevations than that of the original topography to satisfy the master grading plan.

11c. **DRIVEWAY GRADES.** The City of Franklin recommends grades less than 6%, however they do allow driveway grades up to 10%. All driveway grades shall be at the sole discretion of the City of Franklin. A waiver from the City of Franklin is required to be signed by the homeowner at the time of building permit processing. Homeowners have the option, and are recommended and encouraged by Developer / Creative Homes, Inc. to add an additional step(s) in the garage from the garage floor to dwelling. With each additional step added, the grade percentage is lowered. All subdivision grading has been specifically designed for driveways to be located on the high side of the lot.

Buyer(s) are to solely follow the master grading plan, which specifies this information. Any desired change from said plan must be submitted to Developer / Creative Homes, Inc. in the form of a grading plan completed by a registered engineering firm, for review by Developer. Changes from master grading plan must be approved first by Developer, and second from the City of Franklin Engineering Department. **Approval from both is required.**

11d. **BASEMENT GUIDELINE.** Seller advises Buyers that some of the lots within the Subdivision may have been filled and graded to different elevations than that of the original topography. Seller does not guarantee topsoil / subsoil conditions on any lot, against any abnormal soil conditions or those which may add additional building costs. Seller has made no representations as to the soil conditions to Buyers. Buyers are also aware that an excess or shortage of soil may be generated by such factors such as the size of the home, required drainage patterns, or other factors. Buyers are aware that responsibility of acquisition of or disposal of soil is the sole responsibility of the Buyers. Seller encourages Buyers to perform whatever soil tests Buyers deem necessary to verify subsoil conditions, at Buyers expense. Buyers are therefore granted permission to enter upon the lot for soil testing purposes. The tests shall be at the sole expense of the Buyers.

12. **CONTROL.** In order to maintain harmony in appearance and to protect the owners of the lots in the Subdivision, no building, fence, sign, wall, solar panels, satellite dish, 24" or larger, cyclone fences (landscape fences, open rail type, are the exception) or other structure shall be erected, constructed or maintained upon any lot, nor shall any change or alteration be made thereon unless the complete plans and specifications, thereof (a plot plan showing the exact location of such buildings, garage, fence, wall or other structure, the elevation thereof and the grade of the lot and sketch or view of such building or structures or changes), shall have been submitted to and approved in writing by the undersigned or his assigns as herein provided. The decision of the undersigned with respect to any such matter shall be final and binding upon all parties. (Upon the undersigned owner being divested of all rights, will, and interest in and to any lot in said Subdivision, control hereunder shall be passed to a committee, to be designed by a majority of the owners of record of the lots of the Subdivision.) See # 18.

(In-ground swimming pools shall be allowed, but must be located as close as possible to rear of home, with extensive landscaping and/or privacy fence surrounding swimming pool, per Developer's approval. A plan showing the exact location of the swimming pool, and landscape and/or privacy fence specifications must be submitted to Developer / Creative Homes, Inc. PRIOR to construction or installation.)

13. **LANDSCAPE - ARCHITECTURAL CONTROL.** All landscaping, including driveway, must be completed within 18 months after the completion of the residence, or, if home is completed during the winter season, landscaping shall be completed at the earliest opportunity season permits, and should conform to the grading as set forth by the City of Franklin Engineering Department. Landscaping is the sole responsibility of the homeowner. Driveway shall consist of concrete or similar material. No permanent gravel drive will be permitted. Developer will select and approve a mailbox and post which shall be purchased by Developer and the cost charged to buyer at time of closing (\$795.00). Installation shall be the sole responsibility of the lot owner and installed per Postal Service requirements. At least two trees, minimum caliper of 1-1/2 to 2 inches shall be installed on each lot at time of landscaping. Also, developer will install a city tree (per city requirements) at a cost to the lot owner of \$ 500.00 per tree, to be paid at the time of closing. Note: Corner lots may require 2 trees per the City of Franklin requirements. **It is the sole responsibility of the lot owner to cut grass and/or noxious weeds per city requirements.**

14. **VIOLATION.** Any violations of these restrictions, which exist for a period of three years without a written protest thereof being received by the owner of the lot involved, shall not be considered a violation thereafter. These restrictions shall be deemed and construed to run with the land and shall be binding upon the respective owners of each of said lots and upon all persons holding or claiming under or through them. Upon the violation of any one or all of these restrictions by any owner or owners of said lots, their heirs, executors, administrators or assigns, the owner shall have the right to proceed at law or inequity against the person or persons violating or attempting to violate any such covenant or restrictions and shall be entitled to both equitable and legal relief. Invalidity of any one of these covenants and restrictions by judgment of Court order shall be construed and deemed severable and all of which are not so invalidated, shall remain in full force.

15. **UTILITIES.** Developer reserves the right for a period of three months after the execution of this document hereof, to grant easements to WE Energies and SBC, or other similar applicable companies, for utility purposes over, upon, under and across **ALL** lots in this Subdivision, whether owned by the developer or third parties. Such easements shall, so far as is reasonably possible, be confined to areas within 20 feet of all lot lines and be granted on standard utility forms.

16. **CONSTRUCTION.** The owner's builder and/or owner of said lot, shall be responsible for cleaning up the debris that has blown from their building site under construction. The owner's builder and/or owner of said lot, shall also be responsible for cleaning up the mud and dirt on the roadways caused by their construction. The owner's builder and/or owner, shall clean roadway of debris and dirt within twelve (12) hours after receiving verbal



or written notice. Owner/builder is to advise Developer of any cracks or damage to curbs, gutters, and/or sidewalks prior to closing of lot. The owner's builder and/or owner shall be responsible for any damage done to curbs and/or gutters after closing.

17. **BUILDING CONSTRUCTION.** Owner and/or builder shall begin construction within two (2) years from date of closing, unless otherwise approved in writing by Developer. Owner and/or builder shall complete dwelling within one (1) year from start of construction. It is the sole responsibility of the lot owner to cut grass and/or noxious weeds per city requirements.

18. **HOMEOWNERS' MEMBERSHIP / ASSOCIATION.** Each Homeowner / Lot-owner shall be a Member of the Association. Such membership shall be appurtenant to and may not be separated from ownership of any Lot. Every member of the association shall have one vote for each Lot owned by the Member. When more than one person or entity holds an interest in a Lot, who votes shall be determined among themselves. So long as Developer, or its successors, shall own 1 or more Lots, the authority and functions of the Board of Directors of the Membership Association shall remain in and be exercised solely by the Developer, or its successors. When Developer, or its successors no longer own 1 or more Lots, Developer shall select two Homeowners to serve as the temporary Board of Directors of the Association until an annual meeting of Members is held. At that time the Board of Directors shall be elected. After Developer appoints the temporary Board of Directors of the Association, it is the sole responsibility for this temporary Board of Directors to act on behalf of the Members. The Members of the Board of Directors shall not be entitled to any compensation for their services. Any Member who is delinquent in the payment of assessments charged against his Lot shall not be entitled to vote until all such assessments have been paid in full. It shall be the sole responsibility of the homeowners to form such association upon Developer and/or its successors divesting their rights.

19. **GENERAL PROVISIONS; TERMS & EXTENSIONS.** The restrictions and covenants herein contained shall be binding upon all persons, parties, and entities having an interest in the land affected thereby, claiming under them for a period of thirty (30) years from the date hereof, at which time these Declarations of Restrictions shall be automatically renewed for successive periods of ten (10) years, unless, prior to the end of the initial or any successive period, a document signed by the owners of at least seventy-five percent (75%) of the lots has been recorded terminating or amending these Declarations of Restrictions either in whole or in part.

20. **AMENDMENT.** It shall be understood that the contents found within these Declarations of Restrictions, or any provisions to these Declaration of Restrictions, may be annulled, waived, changed, modified, or amended, at any time, by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment, as executed,

- a. Solely by Developer / Creative Homes, Inc., or its successors or assigns, until such time the Developer / Creative Homes, Inc. shall no longer own 1 or more Lots.
- b. Thereafter, by the owners of at least seventy-five percent (75%) of the Lots.

21. **ANNUAL GENERAL ASSESSMENT FOR MEMBERSHIP.** There will be an annual Homeowners Membership Assessment each year, which shall be used exclusively for the care, maintenance, operation, and preservation of the common lands of Faithway Reserve. The assessed fee shall include, but shall not be limited to, the cost of labor, equipment, materials, insurance, management, and supervision thereof, and fees paid for auditing the books of the Membership, and for necessary legal services and counsel fees to the Board of Directors. No lot owner shall be responsible for more than one eighth (1/8) of the total cost of upkeep and maintenance of any common areas, if applicable. Payment may be made by special assessment or annual assessment, as the Membership determines. The Homeowners Membership shall have the power to levy assessments against the owners of individual lots for the purposes of carrying on the business of the Membership, and for payment of expenses properly incurred by the Members. There shall be an annual assessment added to the Homeowners Membership each year, which shall be payable to Faith Community Church for the use and maintenance of their storm water pond. See recorded document; First amendment to Agreement Document #10852881, Recorded 3-6-2019.

21a. **DETERMINATION OF THE MEMBERSHIP.** The Board of Directors of Faithway Reserve, once appointed by Developer, shall prepare and annually submit to Homeowners a budget of expenses for the coming year listing all costs contemplated within the purposes of the annual general assessment described in # 18 above. Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessments by dividing the amount of the budget among the Lots equally.

22b. **METHOD OF ASSESSMENT.** The assessment for each lot shall be levied at approximately the same time each year. The Board shall declare the assessments so levied due and payable within 30 days from the date of such levy. The Secretary or other officer shall notify the Homeowner of each lot as to the amount of the assessment and the date such assessment becomes due and payable. Such notice shall be mailed to the Homeowners at the last known post office address by United States mail, postage prepaid.

22c. **INTEREST ON UNPAID ASSESSMENTS.** Any assessment which is not paid when due shall thereafter until paid in full, bear interest at the rate of 12% per annum or the highest rate permitted by law, whichever is higher.

23. **CITY OF FRANKLIN** . In the event that the Association fails to maintain the Common Area as required hereunder, the Common Council of the City of Franklin may serve written notice upon the Association and/or upon the owners of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Area as required, and demanding that such deficiencies be remedied within thirty (30) days thereof. The notice shall specify a date and place for hearing thereon, to be held within fourteen (14) days of the notice date. At such hearing the Common Council may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be remedied. If the deficiencies set forth in the original notice or in any modification thereof, shall not be remedied as required, the City, in order to preserve taxable values in the area and to preserve the Common Area from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period not to exceed one year. Said entry and maintenance shall not vest in the public any rights to use the Common Area except in the event same is voluntarily dedicated to the public. If the Common Council shall determine that the Association is ready and able to maintain said Common Area as required hereunder, the City shall then cease to maintain said Common Area and give notice thereof to the Association and/or Property owners. If the Common Council shall determine that the Association is not ready or willing or able to maintain said Common Area as required hereunder, the Common Council may, in its discretion, continue to maintain said Common Area subject to a similar hearing and determination in the next succeeding year and in each year thereafter. The cost of such maintenance by the City shall be assessed ratably against the Lots subject to this Declaration and shall become a tax lien on said Lots, which may be enforced and collected by all methods available under the laws or the State of Wisconsin pertaining to such liens. The City at the time of entry upon said Common Area for the purpose of maintenance, shall file a notice of lien against the Lots in the office of the Milwaukee County Register of Deeds and/or the Milwaukee County Clerk of Circuit Court, as may be required. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

24. **MODEL HOMES**. "MODEL HOMES" or "SPEC HOMES" will be allowed ONLY with written permission by **CREATIVE HOMES, INC** on any lot in the subdivision except those as may be constructed by **CREATIVE HOMES, INC**. No owner, therefore, of any lot may construct thereon a home, which is not going to be occupied as a principal residence by the owner of said lot without written permission by **CREATIVE HOMES, INC**. For the purposes of this paragraph, a model home and/or spec home are defined as any home constructed on any lot with the intent, purpose, or result of being displayed, presented, and/or advertised as a home which is capable of being duplicated and/or constructed again elsewhere, and is advertised as a model or spec for such purposes. This clause may be enforced by injunction against any such use of the lot.

25. **STORM WATER / IMPERVIOUS** Each property owner's impervious area for their lot is estimated at 5,000 square feet. When surveying lot at time of building, surveyor **MUST** include on survey all impervious areas with percentages. At developer's discretion, if unused impervious area in excess of 5,000 square feet is able to be used on another person's lot, the developer, at his discretion, may allow the excess to be used, but **ONLY** with developers signed acceptance as well as the City of Franklin's engineering department.

26. **EXCROW FOR DAMAGE CURB, ISLAND AND ROAD** At time of closing, developer will withhold \$1,500.00 to insure that upon inspection of the final lift, no damage has been incurred per the City Inspectors. If damage has been incurred, Developer with refund part or all of the initial \$1,500.00 to the lot owner.

THIS INSTRUMENT DRAFTED BY:

\_\_\_\_\_  
CREATIVE HOMES, INC.  
Rick J. Przybyla

PLEASE RETURN TO:

RICK J. PRZYBYLA  
CREATIVE HOMES, INC.  
9244 West Grandview Court  
Franklin, WI 53132

Signature of Rick J. Przybyla authenticated the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**RIDGEWOOD RESERVE**  
**LEGAL DESCRIPTION**  
**02/13/25**

All of Outlot A of Certified Survey Map No. 3410, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 5239312, and Affidavit of Correction recorded in the Register of Deeds office for Milwaukee County, on January 11, 1979, reel 1176, Image 4, as Document No. 5282921, Outlot 1 of Certified Survey Map No. 9456, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 11306731, Outlot 1 of Certified Survey Map No. 9457, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 11306732, and additional lands, all being a part of the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 9; thence South 88°35'08" West along the south line of said Southeast 1/4, 990.40 feet; thence North 00°15'17" West and then along the west line of Parcel 1 of Certified Survey Map No. 9456, 200.49 feet to the Point of Beginning; thence continuing North 00°15'17" West, 681.33 feet; thence North 88°37'15" East, 330.40 feet to the west line of Parcel 1 of Certified Survey Map No. 3416; thence South 00°15'13" East along said west line, 220.00 feet to the south line of said Parcel 1; thence North 88°37'15" East along said south line of said Parcel 1, 165.00 feet to the east line of Outlot 1 of Certified Survey Map No. 9457; thence South 00°15'17" East along said east line, 421.51 feet to the north line of Parcel 1 of said Certified Survey Map No. 9457; thence South 88°35'08" West along said north line and then along the north line of Parcel 1 of Certified Survey Map No. 3410, 290.00 feet; thence South 77°44'20" West along the north line of Parcel 1 and Parcel 2 of Certified Survey Map No. 9456, 209.95 feet to the Point of Beginning.  
Containing 285,580 square feet (6.5560 acres) of land Net, more or less.

# RIDGEWOOD RESERVE

BEING ALL OF OUTLOT A OF C.S.M. 3410, OUTLOT 1 OF C.S.M. NO. 9456, OUTLOT 1 OF C.S.M. NO. 9457, AND ADDITIONAL LANDS IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

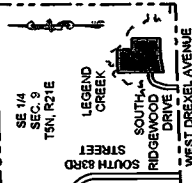


GRAPHICAL SCALE (FEET)

Coordinates referenced to the Wisconsin State Plane Coordinate System, NAD 83, Zone 16N, are shown in the accompanying table. Bearings are given in degrees, minutes, and seconds, and distances are given in feet and inches.

VICINITY MAP

SCALE 1"=1000'



LEGEND  
 Dashed line: Easement  
 Solid line: Boundary  
 Dotted line: Survey line  
 Dashed line with cross-ticks: Easement  
 Solid line with cross-ticks: Boundary  
 Dotted line with cross-ticks: Survey line  
 All other corners set on 1/4" x 1/4" Non-Reflective 3/16" x 1/4" All corners are set on the nearest 1/4" x 1/4" Non-Reflective 3/16" x 1/4" All corners are set on the nearest 1/4" x 1/4" Non-Reflective 3/16" x 1/4"

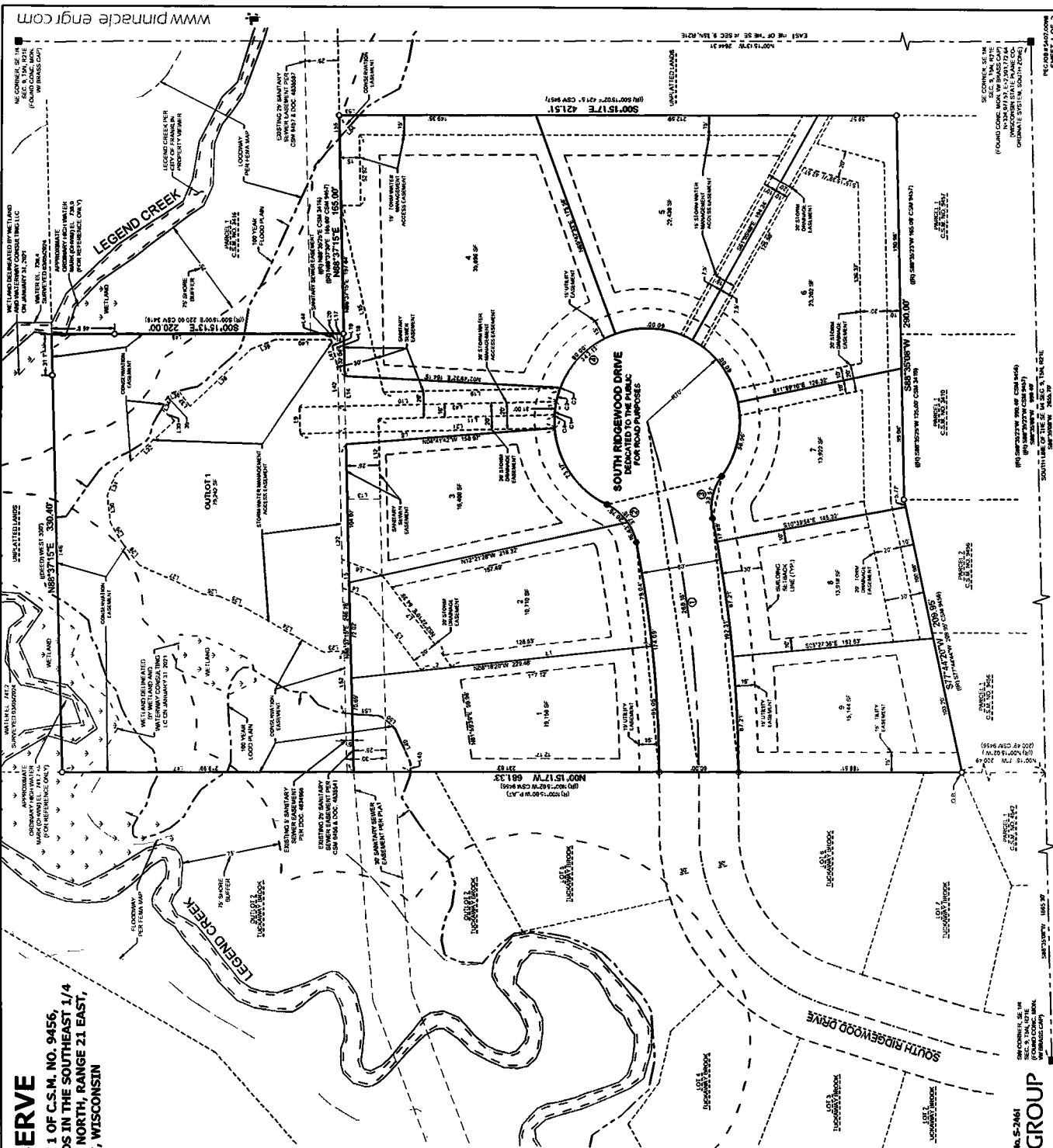


DATE: FEBRUARY 18, 2025

There are no encumbrances on this plot with respect to State 236 15, 236 16, 236 20 and 236 21(1) and (2).  
 Wit. State as provided by s. 236.12, Wis. Stat.  
 Certified \_\_\_\_\_ 20  
 Department of Administration

Prepared by  
**PINNACLE ENGINEERING GROUP**  
 20725 WISCONSIN AVENUE, SUITE 100  
 FORT MYERS, FL 33907  
 OFFICE: (813) 794-8888  
 WWW.PINNACLE-ENG.COM

This instrument drafted by John P. Koppach, P.L.S., Registration No. S-2461  
**PINNACLE ENGINEERING GROUP**



www.pinnacle engr.com





**BLANK PAGE**



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  4/15/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Resolution conditionally approving a Final Plat for the Cape Crossing Addition No. 2 subdivision (at approximately 12200 West Ryan Road) (Cape Crossing, LLC, Applicant)</b>	<b>ITEM NUMBER</b>  G.B.  Ald. Dist. # 6
<p>At its April 3, 2025, meeting, the Plan Commission unanimously recommended approval of a resolution conditionally approval a Final Plat for the Cape Crossing Addition No. 2 subdivision located at 12200 West Ryan Road (Cape Crossing, LLC, Applicant).</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution No. 2025-____, conditionally approval a Final Plat for the Cape Crossing Addition No. 2 subdivision located at 12200 West Ryan Road (Cape Crossing, LLC, Applicant).</p>		

Department of City Development: NJF

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A  
FINAL PLAT FOR THE CAPE CROSSING ADDITION NO. 2 SUBDIVISION  
(AT APPROXIMATELY 12200 WEST RYAN ROAD)  
(CAPE CROSSING, LLC, APPLICANT)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for the Cape Crossing Addition No. 2 subdivision, such plat being all of Outlots 9 and 10 of Cape Crossing, a recorded subdivision, and all of Outlot 13 of Cape Crossing Addition No. 1, a recorded subdivision, part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, containing 633,300 square feet (14.5386 acres) of land, consisting of 42 single-family residence lots, bearing Tax Key Nos. 890 1072 000, 890 1073 000, and 890 1101 000, Cape Crossing, LLC, applicant; said Final Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the City Planning Department and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on April 3, 2025, pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Final Plat of Cape Crossing Addition No. 2 subdivision, as submitted by Cape Crossing, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Final Plat be rectified, all prior to the recording of the Final Plat.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the provision of public improvements reasonably necessary, respectively, and §15-8.0101 and §15-2.0303 of the Unified Development Ordinance, pertaining to required

CAPE CROSSING, LLC - FINAL PLAT FOR CAPE CROSSING ADDITION NO. 2  
SUBDIVISION  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 2

improvements and the financial security to be provided therefore as conditions of plat approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Final Plat for Cape Crossing Addition No. 2 subdivision; a Subdivision Development Agreement ("Subdivider's Agreement"), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by Cape Crossing, LLC prior to the recording of the Final Plat.

4. Each and any easement shown on the Final Plat shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Final Plat.
5. That any and all submissions, reviews and approvals, for any and all matters required to be submitted, reviewed and/or approved within the final plat application process as specified within the Unified Development Ordinance, which may not have been submitted, reviewed and/or approved as of the date of adoption of this Resolution, if any, including for matters of utility easements, a declaration of deed restrictions and protective covenants, conservation easements, other public purpose easements, stormwater management agreements, and homeowners' association legal instruments, shall be so submitted, reviewed and/or approved, prior to the recording of the Final Plat.
6. Cape Crossing, LLC, successors and assigns and any developer of Cape Crossing Addition No. 2, 42 lot single-family residential subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for Cape Crossing Addition No. 2, 42 lot single-family residential subdivision development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
7. The approval granted hereunder is conditional upon Cape Crossing, LLC and Cape Crossing Addition No. 2, 42 lot single-family residential subdivision development project for the property located at approximately 12200 West Ryan Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the

CAPE CROSSING, LLC - FINAL PLAT FOR CAPE CROSSING ADDITION NO. 2  
SUBDIVISION  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 3

like, required for and applicable to the project to be developed and as presented for this approval.

8. The Cape Crossing Addition No. 2 subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
9. Declaration of deed restrictions, protective covenants, and the legal instruments and rules for any proposed Wisconsin non-profit membership corporation (homeowners association) whereby the subdivider intends to regulate land uses in the proposed subdivision and otherwise protect the proposed development are subject to review by the City Attorney pursuant to the Unified Development Ordinance Section 15-7.0603D.
10. The subdivider must submit the Department of Administration "Letter of Certification" to the Department of City Development, prior to recording this final plat with the Milwaukee County Register of Deeds.
11. The applicant shall be responsible for filing a Subdivision Development Agreement consistent with all regulations of the Unified Development Ordinance and Municipal Code. Common Council approval of said Subdivision Development Agreement is required prior to recording this Final Plat.
12. Final Engineering Department approval of the grading, erosion control, utilities, and storm water management plan are required prior to recording this Final Plat.
13. The Final Plat shall be in full compliance with all pertinent City of Franklin Design Standards and Construction Specifications.

BE IT FURTHER RESOLVED, that the Final Plat of Cape Crossing Addition No. 2 subdivision development, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 12 months from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 12 months of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a final plat, the City Clerk is hereby directed to obtain the recording of the Final Plat of Cape Crossing Addition No. 2 subdivision with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of April, 2025.

CAPE CROSSING, LLC - FINAL PLAT FOR CAPE CROSSING ADDITION NO. 2  
SUBDIVISION  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 4

Passed and adopted at a regular meeting of the Common Council of the City of Franklin  
this 15th day of April, 2025.

APPROVED:

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

ATTEST:

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

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



CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION

Item E.4.

Meeting of April 3, 2025

FINAL PLAT

---

**RECOMMENDATION:** City Development Staff recommends approval of the Final Plat for the Cape Crossing Addition No. 2, subject to conditions set forth in the attached draft resolution.

---

<b>Project name:</b>	Cape Crossing Addition No. 2 Final Plat
<b>Property Owner:</b>	Cape Crossing, LLC
<b>Applicant:</b>	Cape Crossing, LLC
<b>Agent:</b>	Eric Obarski, Cape Crossing, LLC
<b>Property Address/TKN:</b>	Approximately 12200 W. Ryan Rd. / 890 1072 000, 890 1073 000, and 890 1101 000
<b>Aldermanic District:</b>	District 6
<b>Zoning District:</b>	PDD-40 – Cape Crossing
<b>Staff Planner:</b>	Nick Fuchs, Planning Associate
<b>Submittal date:</b>	02-20-2025
<b>Application number:</b>	PPZ25-0034

---

**Introduction/Background:**

The Cape Crossing Addition No. 2 Final Plat consists of forty-two single-family residential lots upon Outlots 9 and 10 of the Cape Crossing subdivision and Outlot 13 of the Cape Crossing Addition No. 1 plat. This subdivision is generally located north of West Ryan Road and east of 116<sup>th</sup> Street. These three outlots comprise of approximately 14.5 acres.

**Project Description/Analysis:**

The approved preliminary plat consists of 3 phases, and this is the final phase of the Cape Crossing subdivision. As stated, this phase includes a total of 42 single-family residential lots. It can be noted that the Cape Crossing Planned Development District (PDD) has two areas with different developments standards: The Villas and The Estates. The Villas is the south half of the subdivision and allows for smaller lots with a minimum lot size of 9,000 square feet. There are 76 lots located in The Villas area. The Estates is the north half with 54 lots with a minimum lot area of 12,000 square feet. This proposed phase includes lots in both areas.

In review of the final plat, all PDD No. 40 development standards are met. Moreover, the Final Plat is in substantial conformance with the Preliminary Plat for this development.

Fire Department



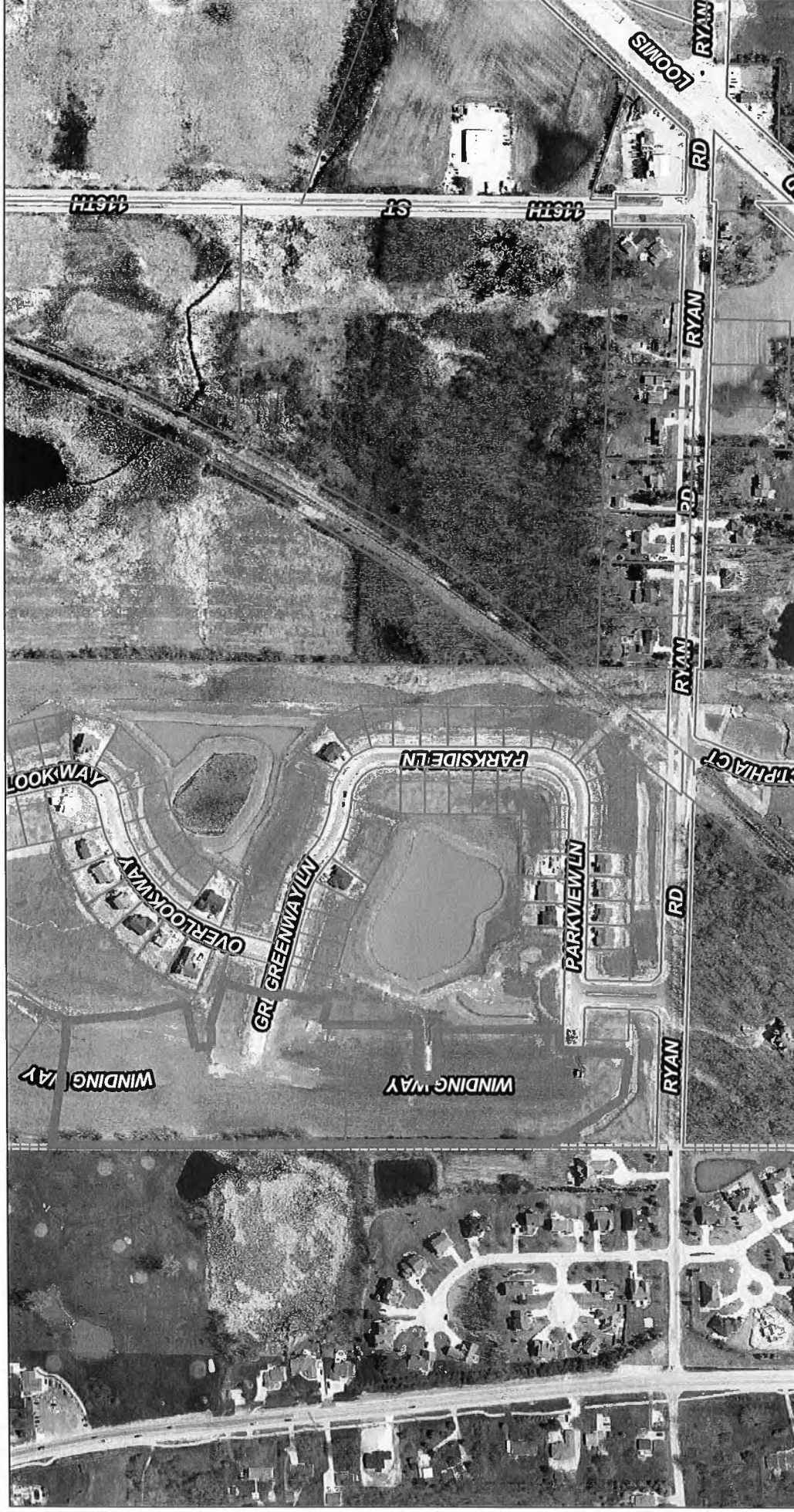
The Fire Department provided the comment below related to this development.

This development is in an area of the city not well served by existing Fire/EMS station locations and current fire department staffing levels. The cumulative effect of this and several other residential developments will pose a challenge to maintaining industry standard emergency response times to fire and medical emergencies.

**Staff recommendation:**

A motion to recommend approval of the Cape Crossing Addition No. 2 Final Plat, subject to the conditions as noted in the attached draft resolution.

# City of Franklin Property Viewer



3/18/2025, 10:39:22 AM

☐ Parcel

1:4,514

0 0.04 0.08 0.1 0.16 mi  
0 0.05 0.1 0.2 km

SEWRPC, Maxar

Planning Department  
9229 West Loomis Road  
Franklin, Wisconsin 53132  
(414) 425-4024  
[franklinwi.gov](http://franklinwi.gov)



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

FILED \_\_\_\_\_

## LAND DIVISION REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME:	ERIC OBARSKI	NAME:	ANTHONY ZANON
COMPANY:	CAPE CROSSING LLC	COMPANY:	PINNACLE ENGINEERING GROUP
MAILING ADDRESS:	N27 W 24025 PAUL COURT, SUITE 100	MAILING ADDRESS:	20725 WATERTOWN ROAD, SUITE 100
CITY/STATE:	PEWAUKEE, WI	ZIP:	53072
CITY/STATE:	BROOKFIELD, WI	ZIP:	53186
PHONE:	262-408-7636	PHONE:	262-754-0839
EMAIL ADDRESS:	eobarski@neumanncompanies.com	EMAIL ADDRESS:	tony.zanon@pinnacle-engr.com

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS:	unassigned	TAX KEY NUMBER:	890-1072-000, 890-1073-000, 890-1101-000
PROPERTY OWNER:	CAPE CROSSING LLC	PHONE:	262-408-7636
MAILING ADDRESS:	N27 W 24025 PAUL COURT, SUITE 100	EMAIL ADDRESS:	eobarski@neumanncompanies.com
CITY/STATE:	PEWAUKEE, WI	ZIP:	53072
DATE OF COMPLETION:			

### APPLICATION TYPE

Please check the application type that you are applying for

- ☐ Affidavit of Correction (Plat) ☐ Certified Survey Map ☐ Condominium Plat ☐ Land Combination  
☐ Right of Way Vacation ☒ Final Subdivision Plat ☐ Preliminary Subdivision Plat

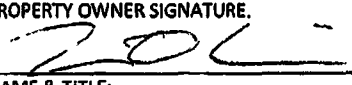
Most requests require Plan Commission review and Common Council approval  
Applicant is responsible for providing Plan Commission resubmittal materials up to 11 copies pending staff request and comments.

### SIGNATURES

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

*(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).*

☒ I, the applicant, certify that I have read the following page detailing the requirements for land division approvals and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE: 	APPLICANT SIGNATURE: same as property owner
NAME & TITLE: Eric Obarski, Member	DATE: 2/19/25
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE:	DATE:

## CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department.

### AFFIDAVIT OF CORRECTION APPLICATION MATERIALS

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- ☐ \$210 Application fee payable to the City of Franklin
- ☐ Word Document legal description of the subject property
- ☐ Three (3) complete collated sets of application materials to include
  - ☐ Three (3) project narratives.
  - ☐ Three (3) folded full size, drawn to scale copies of the Plat of Affidavit of Correction (*See Section 59 43(2)(m) of the Wisconsin Statutes for information that must be included on the correction instrument*)
- ☐ Email or flash drive with all plans / submittal materials
  - Applications for an Affidavit of Correction shall comply with Section 236.295 of the Wisconsin Statutes

### CERTIFIED SURVEY MAP APPLICATION MATERIALS

- ☐ \$75 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
  - ☐ One (1) map copy for Milwaukee County Review, *prepared at 8 1/2" X 14" on durable white paper and must be clearly legible*
- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- ☐ \$2,500 Application fee payable to the City of Franklin
- ☐ Word Document legal description of the subject property
- ☐ Three (3) complete collated sets of application materials to include
  - ☐ Three (3) project narratives
  - ☐ One (1) original and two (2) copies, *prepared at 8 1/2" X 14" on durable white paper and must be clearly legible*
  - ☐ As may be required, three (3) copies of a Natural Resource Protection Plan and Report, *see Division 15-9 0309D of the UDO.*
  - ☐ If applicable, three (3) copies of a Landscape Plan for any buffer yard easement areas
- ☐ If applicable, one (1) copy of the Site Intensity and Capacity Calculations, *see Division 15-3 0500.*
- ☐ Email or flash drive with all plans / submittal materials
  - All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes.
  - Applicants are responsible for review copies for the county subject to Milwaukee County Requirements

### CONDOMINIUM PLAT APPLICATION MATERIALS

- ☐ \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- ☐ \$1,000 Application fee payable to the City of Franklin
- ☐ Word Document legal description of the subject property
- ☐ Three (3) complete collated sets of application materials to include .
  - ☐ Three (3) project narratives.
  - ☐ Three (3) full size copies of the Condominium Plats/Plans, *drawn to scale, on 14" X 22" paper, per s 703.11 (2) (d) Wis Stats*
- ☐ If applicable, Two (2) copies of the Declarations and By-Laws *per UDO Section 15-7.0603A For administrative review and approval*
- ☐ Email or flash drive with all plans / submittal materials
  - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider

### LAND COMBINATION APPLICATION MATERIALS

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- ☐ \$675 Application fee payable to the City of Franklin
- ☐ Word Document legal description of the subject property
- ☐ Three (3) copies of a boundary survey of the parcels *to be combined graphically showing the relationship to street access and to adjoining properties*
- ☐ Email or flash drive with all plans / submittal materials
  - Review and consideration of Land Combination approvals shall be in accordance with Section 15-9 0312(B) of the Unified Development Ordinance

PROJECT PROPERTY #2

PROPERTY ADDRESS

TAX KEY NUMBER:

#### RIGHT-OF-WAY VACATION APPLICATION MATERIALS

- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- ☐ \$500 Application fee payable to the City of Franklin
- ☐ Word Document legal description of the subject property
- ☐ Three (3) complete collated sets of application materials to include
  - ☐ Three (3) project narratives
  - ☐ Three (3) Plat of Survey of the area to be vacated, *drawn to scale at least 11" X 14"*
- ☐ Email or flash drive with all plans / submittal materials.
  - Common Council will set a Public Hearing date, take final action, and record the document of approval with Milwaukee County Register of Deeds

#### FINAL SUBDIVISION PLAT APPLICATION MATERIALS

- ☐ \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds *[only applicable if Preliminary Plat was not submitted]*
- ☒ This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- ☒ \$1,700 Application fee payable to the City of Franklin
- ☒ Word Document legal description of the subject property
- ☐ One (1) copy of the Department of Administration "Letter of Certification" **will submit upon receipt**
- ☒ Three (3) complete collated sets of application materials to include .
  - ☒ Three (3) project narratives.
  - ☒ Three (3) full size copies of the Final Plat, *drawn to scale on 22" X 30" paper, per s 236.25(2) (a) Wis. Stats, and Division 15-7 600 FINAL PLAT of the UDO*
- ☒ Email or flash drive with all plans / submittal materials
  - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider

#### PRELIMINARY SUBDIVISION PLAT APPLICATION MATERIALS

- ☐ \$150 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- ☐ This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- ☐ \$5,000 Application fee payable to the City of Franklin plus developers deposit\*
- ☐ (\*) \$3,000 developers deposit is required in addition to filing fees at the time of submittal, it may require replenishment
- ☐ Word Document legal description of the subject property
- ☐ One (1) copy of the Department of Administration "Request for Land Subdivision Plat Review" and "WISDOT Subdivision Review Request" *if applicable Per s. 236 12 (4m) Wis Stats. The surveyor must submit copies of the plat directly to all approving agencies.)*
- ☐ Three (3) complete collated sets of application materials to include
  - ☐ Three (3) project narratives
  - ☐ Three (3) full size copies of the Preliminary Plat, *drawn to scale on 22" x 30" paper, per s 236 25(2) (a) Wis. Stats*
  - ☐ Three (3) full size copies of the Natural Resource Protection Plan [and report], *on 22" x 30" paper, per Division 15-7 0200 of the UDO, if applicable*
  - ☐ Three (3) full size copies of the Landscape Plan, *on 22" x 30" paper for any landscape bufferyard easement areas per Division 15 7.0300 of the UDO.*
- ☐ One (1) copy of the Site Intensity and Capacity Calculations, *if applicable (see division 15-3 0500 of the UDO)*
- ☐ Email or flash drive with all plans / submittal materials.
  - Within 90 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Plat, unless the time is extended by agreement with the Subdivider.

Project Narrative  
Cape Crossing Addition No. 2  
February 12, 2025

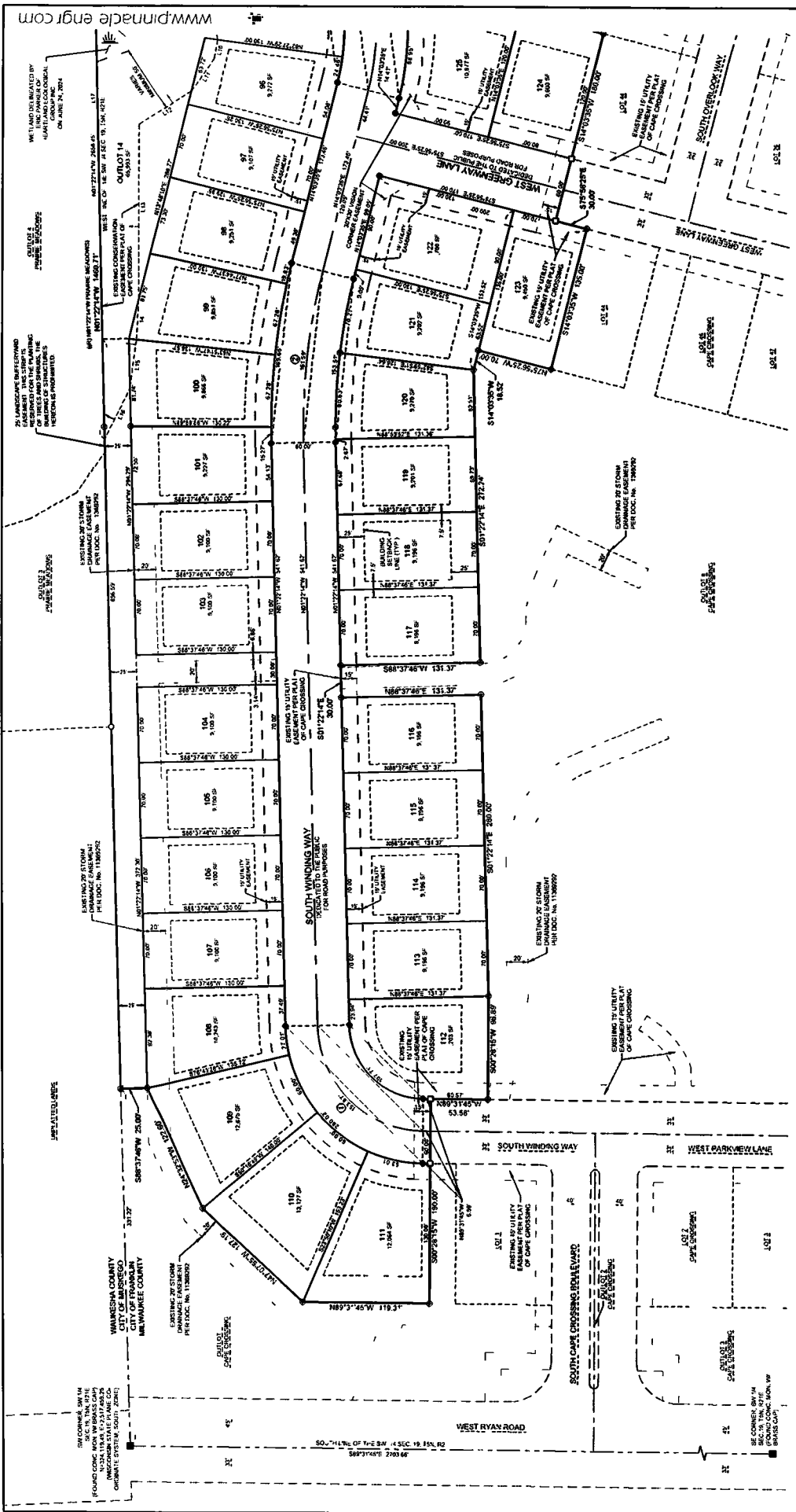
Cape Crossing LLC is submitting the final plat called Cape Crossing Addition No. 2. This is the third and final phase of the Cape Crossing subdivision located along West Ryan Road in the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. This Addition No. 2 plat will contain the westerly most forty-two lots that were shown on the approved preliminary plat. The area on this plat was previously platted as Outlots 9 and 10 on the Cape Crossing final plat and Outlot 13 on the Cape Crossing Addition No. 1 final plat. The construction plans and storm water management plan for the entire development was approved in 2022. The grading, utility and road construction for this phase will occur in 2025. South Winding Way and West Greenway Lane will be extended to provide access to the lots in this phase. This phase will complete the Cape Crossing development.

Legal Description of Cape Crossing Addition No. 2:

All of Outlots 9 and 10 of Cape Crossing, a recorded subdivision, and all of Outlot 13 of Cape Crossing Addition No. 1, a recorded subdivision, part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Containing 633,300 square feet (14.5386 acres) of land.





**VICINITY SKETCH**  
SCALE: 1"=1000'

SW 1/4  
SEC. 19  
T5N. R21E

WEST RYAN ROAD

SOUTH 116TH STREET

**Waukesha County**

There are no objections to this plat with respect to Secs. 236.13, 236.16, 236.20 and 236.21(1) and (2), Wis. Stat. as provided by s. 236.12, Wis. Stat.

Certified \_\_\_\_\_ 20\_\_\_\_

Department of Administration

DATE: 04/11/2005

**Prepared by:**  
PINNACLE ENGINEERING GROUP  
20725 WILSON AVENUE, SUITE 100  
BROOKFIELD, WI 53005  
OFFICE: (262) 754-8888  
WWW.PINNACLE-ENG.COM

**Checked/Designed:**  
CARL E. KOSKUCHI, LLC  
20725 WILSON AVENUE, SUITE 100  
BROOKFIELD, WI 53005  
TEL: (262) 754-8888

**NOTES:**

1. ALL EXISTING UTILITY LOCATIONS ARE SHOWN ON SHEET 1.
2. ALL EXISTING UTILITY LOCATIONS ARE SHOWN ON SHEET 1.

**LEGEND:**

- EXISTING UTILITY
- EXISTING UTILITY
- EXISTING UTILITY
- EXISTING UTILITY

**VISION CORNER EASEMENT DETAIL**  
NOT TO SCALE

**GRAPHICAL SCALE (FEET)**

1" = 50'

0 50 100

**CAPE CROSSING ADDITION NO. 2**

BEING ALL OF OUTLOTS 9 AND 10 OF CAPE CROSSING AND ALL OF OUTLOT 13 OF CAPE CROSSING ADDITION NO. 1, PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

This instrument drafted by John P. Koskuch, PLS Registration No. S-2463

**PINNACLE ENGINEERING GROUP**





APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/15/2025
REPORTS & RECOMMENDATIONS	Resolution authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Site Plan and Natural Resource Special Exception for property located at 8225, 8255, 8429, and 8459 West Forest Hill Avenue (Franklin Public Schools, Applicant/Owner	ITEM NUMBER  G. 9.  Ald. Dist. #2
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Site Plan and Natural Resource Special Exception for property located at 8225, 8255, 8429, and 8459 West Forest Hill Avenue, Franklin Public Schools, Applicant/Owner, subject to technical corrections by the City Attorney.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution No. 2025-_____, authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Site Plan and Natural Resource Special Exception for property located at 8225, 8255, 8429, and 8459 West Forest Hill Avenue, Franklin Public Schools, Applicant/Owner, subject to technical corrections by the City Attorney.</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO  
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART  
OF THE REVIEW AND APPROVAL OF A SITE PLAN AND NATURAL RESOURCE  
SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 8225, 8255, 8429, AND 8459  
WEST FOREST HILL AVENUE, (FRANKLIN PUBLIC SCHOOLS,  
APPLICANT/PROPERTY OWNER)

---

WHEREAS, the Plan Commission having approved a Site Plan, and having recommended approval of a Natural Resource Special Exception, upon the applications of the Franklin Public Schools District, on April 4, 2024 and November 7, 2024, respectively, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the mature and young woodlands, wetlands, and wetland buffers on the site; and

WHEREAS, §15-7.0102G. and §15-7.0103Q. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Site Plan and Natural Resource Special Exception review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Site Plan and Natural Resource Special Exception; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by the Franklin Public Schools, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15<sup>th</sup> day of April, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15<sup>th</sup> day of April 2015.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS  
TO ACCEPT A CONSERVATION EASEMENT  
FRANKLIN PUBLIC SCHOOLS  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 2

APPROVED:

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

ATTEST:

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

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

**Conservation Easement**

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Franklin Public Schools, a Public School District, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, mature and young woodlands, wetlands, and wetland buffers as described in the Natural Resources Protection Plan as prepared by Evergreen Consultants, LLC dated January 12, 2024, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by § 700.40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

**Name and Return Address:**

City of Franklin  
Attn: Kyle Baker  
9229 W Loomis Rd  
Franklin, WI 53132

PIN 838997800

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement, and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over and across the protected property

Grantee's rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition;
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over or across the protected property, the Grantor, without the prior consent of the Grantee, shall not





**Acceptance**

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**CITY OF FRANKLIN**

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

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

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin

Approved as to contents.

\_\_\_\_\_  
Régulo Martínez-Montilva  
Associate Planner  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only

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

\_\_\_\_\_  
Date

## MORTGAGE HOLDER CONSENT

The undersigned, (name of mortgagee), a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on \_\_\_\_\_, 20\_\_\_\_, as Document No. \_\_\_\_\_, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

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

Name of Mortgagee

a Wisconsin Banking Corporation

By \_\_\_\_\_

Name. \_\_\_\_\_

Title \_\_\_\_\_

STATE OF WISCONSIN )

)ss

COUNTY OF MILWAUKEE )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, personally appeared name of officer of mortgagee, the (title of office, i.e. VP) of \_\_\_\_\_ of mortgagee), a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

\_\_\_\_\_  
Notary Public, State of Wisconsin

My commission expires \_\_\_\_\_

Exhibit A  
(Description of the Property)

Being a part of the Northeast 1/4 of the Southwest 1/4 and all of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Wisconsin, described as follows:

Commencing at the West 1/4 corner of Section 16, Township 5 North Range 21 East,

Thence N 88°27'55"E along the North line of the Southwest 1/4 of said Section 16, 2324.22 feet to the point of beginning (POB) of the parcel to be described,

Thence continuing N 88°27'55"E along said North line, 330.00 feet to the Center 1/4 corner of said Section 16;

Thence N 88°41'25"E along the North line of the Southeast 1/4 of said Section 16, 1328.67 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16;

Thence S 00°32'07"E along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1321.89 feet to the Southeast corner thereof;

Thence S 88°33'02"W along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1328.90 feet to the Southwest corner thereof;

Thence S 88°29'03"W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map No. 5979;

Thence N 00°31'39"W along the East line of said Parcel 2, 689.00 feet to the Southeast corner of Parcel 1 of said Certified Survey Map No. 5979,

Thence S 88°29'03"W along the South line of said Parcel 1, 330.00 feet to the Southwest corner thereof;

Thence N 00°31'38"W along the West line of said Parcel 1, 465.89 feet,

Thence N 88°27'55"E along the West line of said Parcel 1, 225.00 feet;

Thence N 00°31'39"W along the West line of said Parcel 1, 125.02 feet to the Northwest corner of said Parcel 1, said point also being the South right-of-way line of West Forest Hill Avenue;

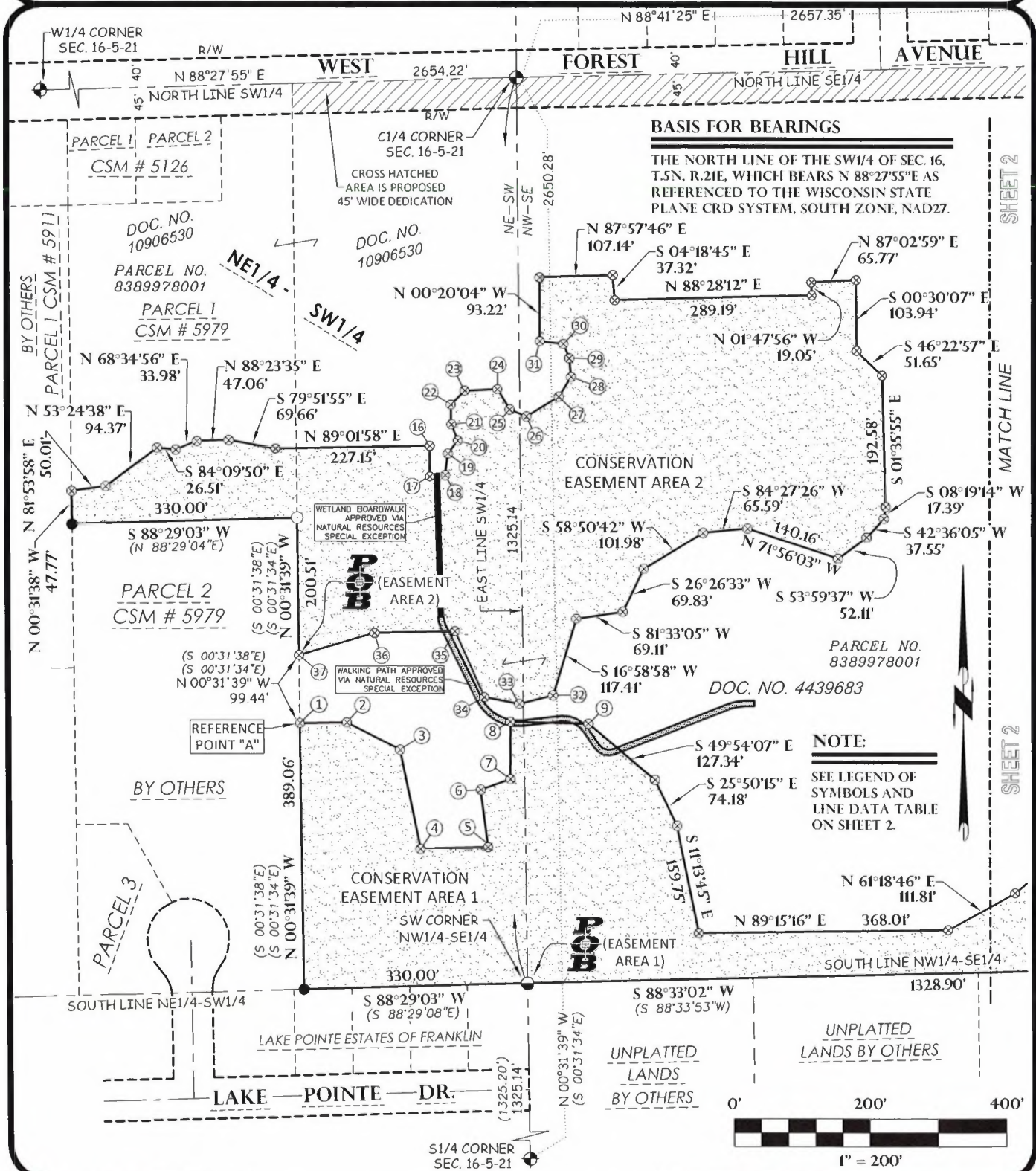
Thence N 88°27'55"E along the North line of said Parcel 1 and said South right-of-way line, 105.00 feet to the Northeast corner of said Parcel 1,

Thence N 00°31'39"W, 45.01 feet to a point on the North line of the Southwest 1/4 of said Section 16,

Thence N 88°27'55"E along said North line, 330.00 feet to the point of beginning

Containing: 2,362,553 Square Feet – 54.237

# CONSERVATION EASEMENT EXHIBIT



Point of Beginning

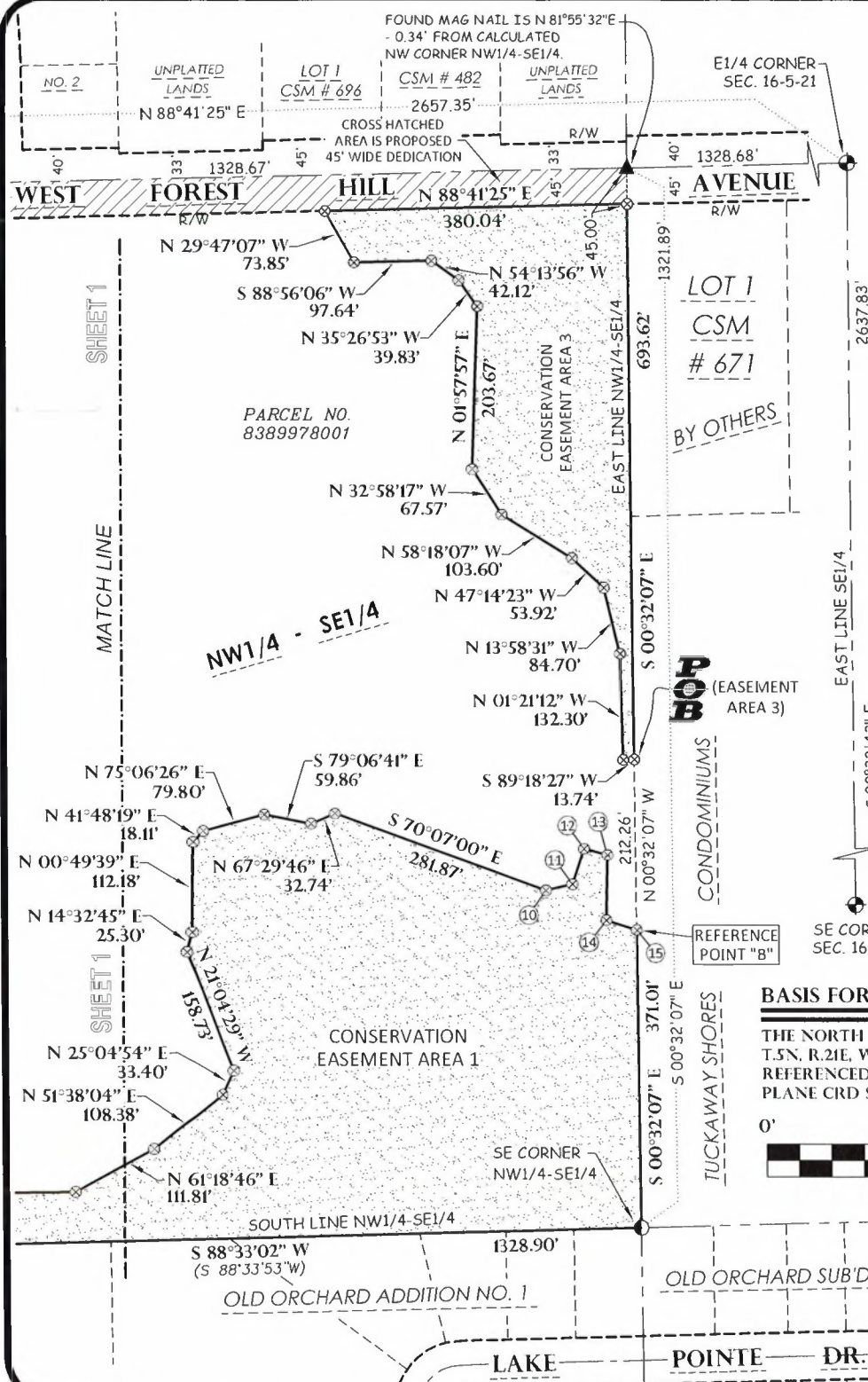
Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20  
DRAWN: TDP CHECKED: JGB  
FIELD BOOK 36 PAGE 42-43  
JOB NO: 23.423

CLIENT / OWNER  
FRANKLIN PUBLIC SCHOOL  
8255 W FOREST AVENUE  
FRANKLIN, WI 53132  
SHEET 1 OF 4



# CONSERVATION EASEMENT EXHIBIT



### LINE DATA TABLE

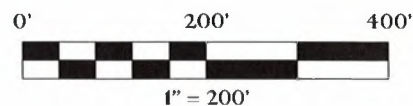
LINE	BEARING	DISTANCE
1-2	N 89°09'00" E	68.83'
2-3	S 63°00'40" E	87.81'
3-4	S 11°23'10" E	147.89'
4-5	N 88°38'41" E	99.77'
5-6	N 06°54'09" W	84.53'
6-7	N 70°10'11" E	46.56'
7-8	N 00°20'33" E	83.67'
8-9	S 88°37'16" E	114.55'
10-11	N 77°33'50" E	33.99'
11-12	N 18°43'53" E	46.70'
12-13	S 75°30'49" E	30.12'
13-14	S 01°05'05" W	81.27'
14-15	S 71°58'58" E	39.71'
16-17	S 00°14'50" W	44.69'
17-18	N 84°57'08" E	22.71'
18-19	N 07°53'59" E	31.51'
19-20	N 37°14'40" E	24.18'
20-21	N 21°30'45" W	25.60'
21-22	N 01°26'34" W	28.88'
22-23	N 44°59'22" E	28.58'
23-24	N 87°25'33" E	48.41'
24-25	S 31°23'01" E	34.66'
25-26	S 67°37'47" E	26.54'
26-27	N 58°46'15" E	55.71'
27-28	N 31°59'41" E	34.05'
28-29	N 06°01'10" W	27.58'
29-30	N 22°29'24" W	22.65'
30-31	N 82°44'08" W	34.20'
32-33	S 76°11'12" W	51.10'
33-34	N 79°31'37" W	52.62'
34-35	N 23°59'04" W	105.53'
35-36	S 88°54'27" W	118.60'
36-37	S 73°46'38" W	115.81'

### LEGEND

- ⊗ EASEMENT CORNER  
(NOT MONUMENTED)
- 1-1/4" O.D. IRON PIPE FOUND
- ◐ 2-1/4" O.D. IRON PIPE FOUND
- 3/4" O.D. IRON BAR FOUND
- ◑ 1-1/4" O.D. IRON BAR FOUND
- ▲ MAG NAIL FOUND
- ⊕ BRASS CAP IN CONC. FOUND
- () RECORDED AS

## BASIS FOR BEARINGS

THE NORTH LINE OF THE SW1/4 OF SEC. 16,  
T.5N, R.21E, WHICH BEARS N 88°27'55"E AS  
REFERENCED TO THE WISCONSIN STATE  
PLANE CRD SYSTEM, SOUTH ZONE, NAD27.



### Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20

DRAWN: TDP CHECKED: JGB

FIELD BOOK 36 PAGE 42-43

JOB NO: 23.423

**CLIENT / OWNER**

FRANKLIN PUBLIC SCHOOL  
8255 W FOREST AVENUE  
FRANKLIN, WI 53132

SHEET 2 OF 4

# CONSERVATION EASEMENT EXHIBIT

## Conservation Easement Legal Description:

Being a part of the Northeast 1/4 of the Southwest 1/4 and a part of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, the following easement described as follows:

Commencing at the South 1/4 corner of Section 16, Township 5 North, Range 21 East;

Thence N 00°31'39" W along the East line of the Southwest 1/4 of said Section 16, 1325.14 feet to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16 and being the Point of Beginning (P.O.B.) of the easement area to be described;

Thence S 88°29'03" W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map No. 5979;

Thence N 00°31'39" W along the East line of said Parcel 2, 389.06 feet to Reference Point "A";

Thence N 89°09'00" E, 68.83 feet;

Thence S 63°00'40" E, 87.81 feet;

Thence S 11°23'10" E, 147.89 feet;

Thence N 88°38'41" E, 99.77 feet;

Thence N 06°54'09" W, 84.53 feet;

Thence N 70°10'11" E, 46.56 feet;

Thence N 00°20'33" E, 83.67 feet;

Thence S 88°37'16" E, 114.55 feet;

Thence S 49°54'07" E, 127.34 feet;

Thence S 25°50'15" E, 74.18 feet;

Thence S 11°13'45" E, 159.75 feet;

Thence N 89°15'16" E, 368.01 feet;

Thence N 61°18'46" E, 111.81 feet;

Thence N 51°38'04" E, 108.38 feet;

Thence N 25°04'54" E, 33.40 feet;

Thence N 21°04'29" W, 158.73 feet;

Thence N 14°32'45" E, 25.30 feet;

Thence N 00°49'39" E, 112.18 feet;

Thence N 41°48'19" E, 18.11 feet;

Thence N 75°06'26" E, 79.80 feet;

Thence S 79°06'41" E, 59.86 feet;

Thence N 67°29'46" E, 32.74 feet;

Thence S 70°07'00" E, 281.87 feet;

Thence N 77°33'50" E, 33.99 feet;

Thence N 18°43'53" E, 46.70 feet;

Thence S 75°30'49" E, 30.12 feet;

Thence S 01°05'05" W, 81.27 feet;

Thence S 71°58'58" E, 39.71 feet to the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 16 and also being Reference Point "B";

Thence S 00°32'07" E, 371.01 feet to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16;

Thence S 88°33'02" W along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1328.90 feet to the Point of Beginning.

Said Description contains 484,250 Square Feet (11.117 Acres).

**TOGETHER WITH** part of Parcel 1 of Certified Survey Map No. 5979, a part of the Northeast 1/4 of the Southwest 1/4 and a part of the Northwest 1/4 of the Southeast 1/4, all in Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, the following easement described as follows:

Commencing at aforesaid Reference Point "A";

Thence N 00°31'39" W along the East line of Parcel 2 of Certified Survey Map No. 5979, 99.44 feet to the Point of Beginning (P.O.B.) of the easement area to be described;

Thence continuing N 00°31'39" W along said East line of Parcel 1, 200.51 feet to the Southeast corner of Parcel 1 of said Certified Survey Map No. 5979;

Thence S 88°29'03" W along the South line of said Parcel 1, 330.00 feet to the Southwest corner thereof;

Thence N 00°31'38" W along the West line of said Parcel 1, 47.77 feet;

Thence N 81°53'58" E, 50.01 feet;

Thence N 53°24'38" E, 94.37 feet;

Thence S 84°09'50" E, 26.51 feet;

Thence N 68°34'56" E, 33.98 feet;

Thence N 88°23'35" E, 47.06 feet;

Thence S 79°51'55" E, 69.66 feet;

Thence N 89°01'58" E, 227.15 feet;

*Legal Description Continued on Sheet 4....*



Point of Beginning

Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20

DRAWN: TDP CHECKED: JGB

FIELD BOOK 36 PAGE 42-43

JOB NO: 23.423

CLIENT / OWNER

FRANKLIN PUBLIC SCHOOL  
8255 W FOREST AVENUE  
FRANKLIN, WI 53132

SHEET 3 OF 4



# CONSERVATION EASEMENT EXHIBIT

## ....Legal Description Continuation from Sheet 3:

Thence S 00°14'50" W, 44.69 feet;  
 Thence N 84°57'08" E, 22.71 feet;  
 Thence N 07°53'59" E, 31.51 feet;  
 Thence N 37°14'40" E, 24.18 feet;  
 Thence N 21°30'45" W, 25.60 feet;  
 Thence N 01°26'34" W, 28.88 feet;  
 Thence N 44°59'22" E, 28.58 feet;  
 Thence N 87°25'33" E, 48.41 feet;  
 Thence S 31°23'01" E, 34.66 feet;  
 Thence S 67°37'47" E, 26.54 feet;  
 Thence N 58°46'15" E, 55.71 feet;  
 Thence N 31°59'41" E, 34.05 feet;  
 Thence N 06°01'10" W, 27.58 feet;  
 Thence N 22°29'24" W, 22.65 feet;  
 Thence N 82°44'08" W, 34.20 feet;  
 Thence N 00°20'04" W, 93.22 feet;  
 Thence N 87°57'46" E, 107.14 feet;  
 Thence S 04°18'45" E, 37.32 feet;  
 Thence N 88°28'12" E, 289.19 feet;  
 Thence N 01°47'56" W, 19.05 feet;  
 Thence N 87°02'59" E, 65.77 feet;  
 Thence S 00°30'07" E, 103.94 feet;  
 Thence S 46°22'57" E, 51.65 feet;  
 Thence S 01°35'55" E, 192.58 feet;  
 Thence S 08°19'14" W, 17.39 feet;  
 Thence S 42°36'05" W, 37.55 feet;  
 Thence S 53°59'37" W, 52.11 feet;  
 Thence N 71°56'03" W, 140.16 feet;  
 Thence S 84°27'26" W, 65.59 feet;  
 Thence S 58°50'42" W, 101.98 feet;  
 Thence S 26°26'33" W, 69.83 feet;  
 Thence S 81°33'05" W, 69.11 feet;  
 Thence S 16°58'58" W, 117.41 feet;  
 Thence S 76°11'12" W, 51.10 feet;  
 Thence N 79°31'37" W, 52.62 feet;  
 Thence N 23°59'04" W, 105.53 feet;  
 Thence S 88°54'27" W, 118.60 feet;  
 Thence S 73°46'38" W, 115.81 feet to the Point of Beginning.  
 Said Description contains 345,389 Square Feet (7.929 Acres).

**TOGETHER WITH** part the Northwest 1/4 of the Southeast 1/4, all in Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, the following easement described as follows:

Commencing at aforesaid Reference Point "B";  
 Thence N 00°32'07" W along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 212.26 feet to the Point of Beginning (P.O.B.) of the easement area to be described:  
 Thence S 89°18'27" W, 13.74 feet;  
 Thence N 01°21'12" W, 132.30 feet;  
 Thence N 13°58'31" W, 84.70 feet;  
 Thence N 47°14'23" W, 53.92 feet;  
 Thence N 58°18'07" W, 103.60 feet;  
 Thence N 32°58'17" W, 67.57 feet;  
 Thence N 01°57'57" E, 203.67 feet;  
 Thence N 35°26'53" W, 39.83 feet;  
 Thence N 54°13'56" W, 42.12 feet;  
 Thence S 88°56'06" W, 97.64 feet;  
 Thence N 29°47'07" W, 73.85 feet to the South right-of-way line of West Forest Hill Avenue;  
 Thence N 88°41'25" E along said South right-of-way line, 380.04 feet to the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 16;  
 Thence S 00°32'07" E along said East line, 693.62 feet to the Point of Beginning.  
 Said Description contains 98,578 Square Feet (2.265 Acres).



Point of Beginning

Land Surveying  
 Civil Engineering  
 Landscape Architecture  
**Jordan G. Brost, PLS #3009**

4941 Kirschling Court  
 Stevens Point, WI 54481  
 715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 01/06/20  
 DRAWN: TDP CHECKED: JGB

FIELD BOOK 36 PAGE 42-43

JOB NO: 23-423

CLIENT / OWNER

FRANKLIN PUBLIC SCHOOL  
 8255 W FOREST AVENUE  
 FRANKLIN, WI 53132

SHEET 4 OF 4

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  4/15/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Resolution conditionally approving a 2-lot certified survey map, being a parcel of land located in that part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Montgomery Robert G. – Family Trust, Property Owner) (8570 South 116th Street)</b>	<b>ITEM NUMBER</b>  G.10.  Ald. Dist. #6

At its April 3, 2025, regular meeting, the Plan Commission unanimously recommended approval of the attached resolution conditionally approving a 2-lot certified survey map, being a parcel of land located in that part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Montgomery Robert G. – Family Trust, Property Owner) (8570 South 116th Street).

#### **COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2025-\_\_\_\_\_, conditionally approving a 2-lot certified survey map, being a parcel of land located in that part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Montgomery Robert G. – Family Trust, Property Owner) (8570 South 116th Street).

Department of City Development: NJF

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A 2-LOT CERTIFIED SURVEY MAP, BEING A PARCEL OF LAND LOCATED IN THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MONTGOMERY ROBERT G. – FAMILY TRUST, PROPERTY OWNER) (8570 SOUTH 116TH STREET)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of a parcel of land located in that part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 18; thence North 00°16'4T West along the West Line of said 1/4 Section, 480.00 feet to the Point of Beginning; thence continuing North 00°16'42" West along said Section Line, 400.00 feet; thence South 89°25'37" East, 1,323.83 feet to a point on the East line of the West 1/2 of said 1/4 Section; thence South 00°16'25" East, along said East line 880.00 feet to a point on the South Line of said 1/4 Section; thence North 89°25'42" West along the South Line of said 1/4 Section, 366.60 feet to a witness corner; thence continuing North 89°25'42" West along the South Line of said 1/4 Section, 231.16 feet to a point that is South 89°25'42" East, 726.00 feet, from said Southwest Corner; thence North 00°16'42" West, 479.98 feet; thence North 89°25'37" West, 200.00 feet to a witness corner; thence continuing North 89°25'37" West, 526.00 feet to the Point of Beginning of this description. The gross area of said parcel contains 816,348 Square feet or 18.7408 Acres of land more or less; and

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

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

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development

MONTGOMERY ROBERT G. – FAMILY TRUST – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 2

Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Montgomery Robert G. – Family Trust, successors and assigns, and any developer of the Robert Montgomery two (2) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Montgomery Robert G. – Family Trust and the 2 lot certified survey map project for the property located at 8570 South 116th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. Prior to development of Lot 2, public utilities shall be extended or the allowance for private utilities shall be approved by the City.
7. The applicant shall submit an Easement Application for a Conservation Easement to protect the natural resources features identified onsite. The Conservation Easement boundary shall be shown and labeled on the Certified Survey Map prior to recording.
8. Soil borings and percolation tests shall be completed on Lot 2 prior to recording the Certified Survey Map, in accordance with Sections 15-7.0702N. and O., to ensure that the land is suitable for development and to determine that private utilizes are feasible onsite.
9. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

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

MONTGOMERY ROBERT G. – FAMILY TRUST – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2025-\_\_\_\_\_

Page 3

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Montgomery Robert G. – Family Trust, with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of April, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of April, 2025.

APPROVED:

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

ATTEST:

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

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





**CITY OF FRANKLIN**  
**REPORT TO THE PLAN COMMISSION**  
**Meeting of April 3, 2024**  
**Certified Survey Map**

**Item E.2.**

---

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

---

<b>Project name:</b>	Montgomery 2-Lot Certified Survey Map
<b>Property Owner:</b>	Montgomery Robert G – Family Trust
<b>Applicant:</b>	Robert Montgomery
<b>Property Address/TKN:</b>	8570 South 116 <sup>th</sup> Street / 842 9995 015
<b>Aldermanic District:</b>	District 6
<b>Zoning District:</b>	R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District
<b>Staff Planner:</b>	Nick Fuchs, Associate Planner

---

Please note:

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

**Project Description/Analysis**

The applicant is seeking approval of a Certified Survey Map (CSM) for the creation of two single-family residential lots upon property located at 8570 South 116<sup>th</sup> Street. The subject property has an area of approximately 18.33-acres and is zoned R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District.

Lot 1 has an area of approximately 8.2-acres and contains the existing home and accessory structures. Lot 2 has an area of approximately 10.1-acres and is currently vacant. The applicant has indicated that Lot 2 is proposed to be developed as a single-family lot by a future owner.

The existing home is served by private utilities. It is anticipated development on the newly created Lot 2 will also utilize private utilities. Staff recommends that prior to development of Lot 2, public utilities shall be extended or the allowance of private utilities shall be approved by the City.

The site contains several protected natural resource features including a pond, wetlands and associated wetland buffers and setbacks. The applicant has provided a letter from the Wisconsin Department of Natural Resources stating the pond is manmade and is not considered to be navigable. As such, there is not a shore buffer associated with this pond. The applicant has also

provided a letter from Clarks Stump Removal & Tree Service indicating that no woodlands exist onsite.

The delineation of wetlands was completed by the Southeastern Wisconsin Regional Planning Commission in 2022.

It appears that there is sufficient area on Lot 2 to be developed without impacts to the protected natural resources onsite. Staff recommends submittal of an Easement Application for a Conservation Easement to protect the natural resources features identified onsite. The Conservation Easement boundary shall be shown and labeled on the Certified Survey Map prior to recording.

There is C-1 District zoning on the property. This zoning district is no longer utilized by the City. As such, staff suggests rezoning the C-1 District to R-3 District.

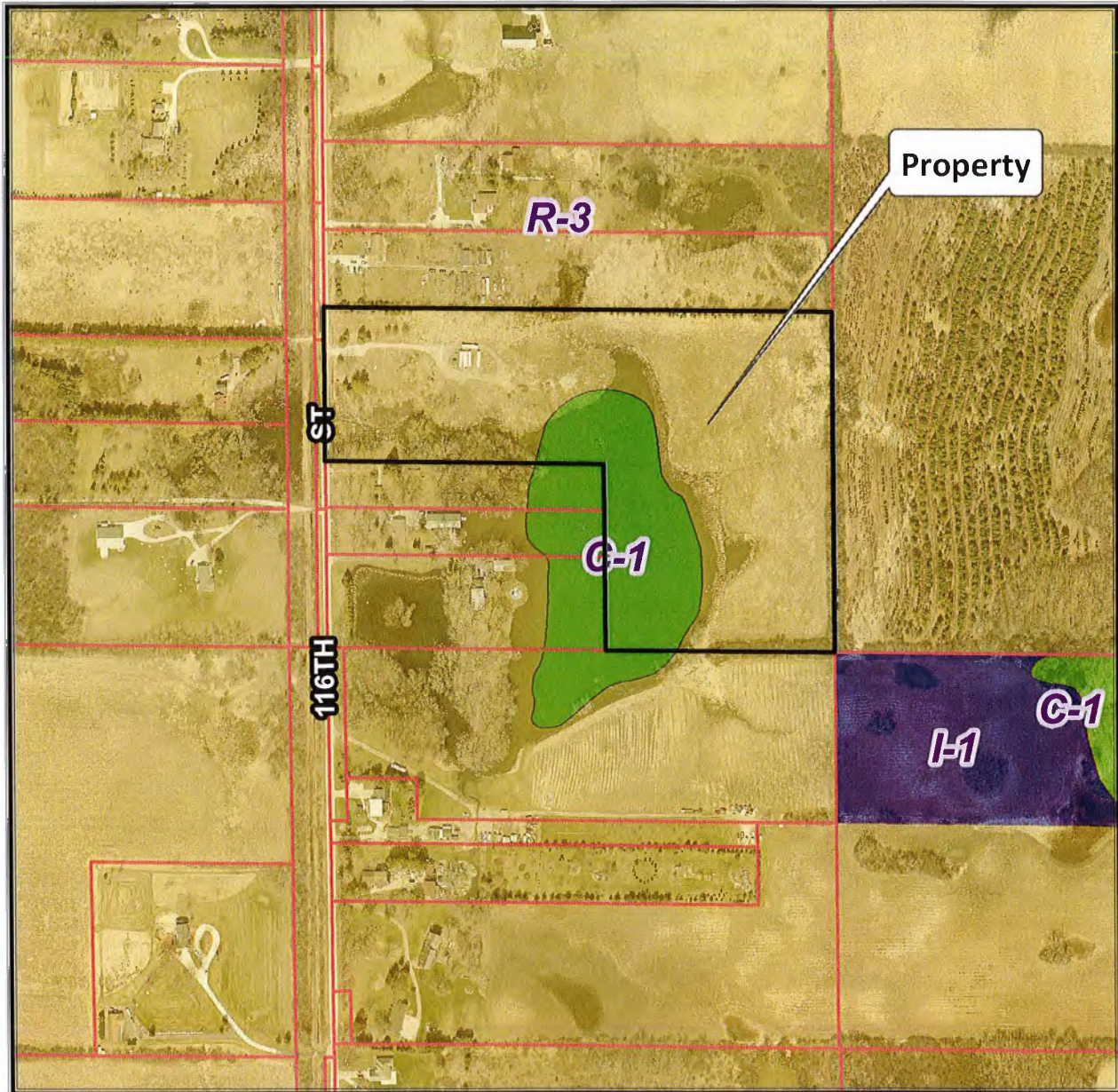
Considering that the property is not served by public sanitary sewer and water, staff recommends that soil borings and percolation tests shall be completed on Lot 2 prior to recording the Certified Survey Map, in accordance with Sections 15-7.0702N. and O., to ensure that the land is suitable for development and to determine that private utilizes are feasible onsite.

### **Staff Recommendation**

City Development Staff recommends approval of this 2-Lot Certified Survey Map to create two single-family residential lots upon property located at 8570 South 116<sup>th</sup> Street, subject to the conditions set forth in this report and the attached resolution.



8570 S. 116th Street  
TKN: 842 9995 015



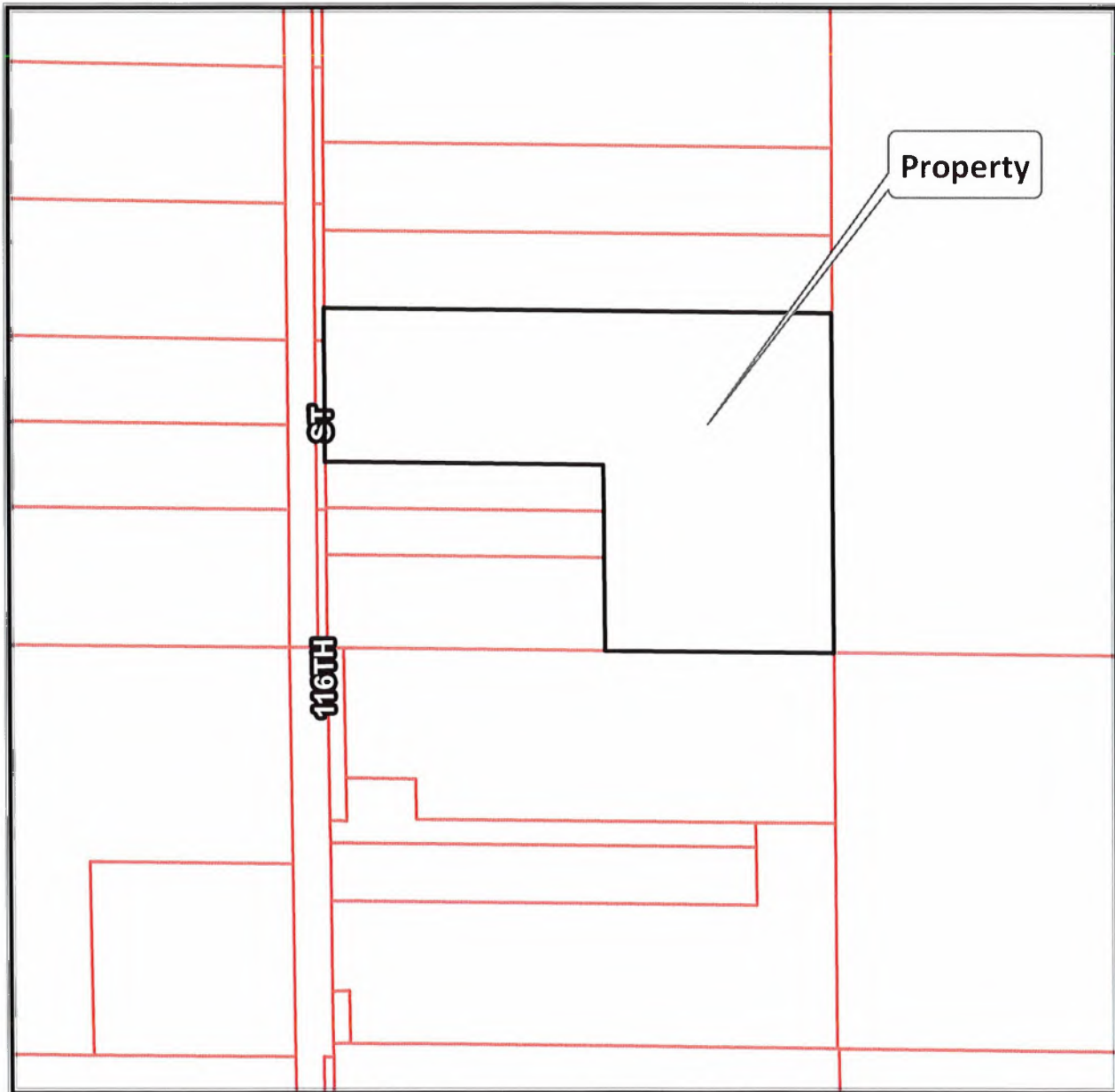
**Planning Department**  
**(414) 425-4024**

0 250 500 1,000 Feet

  
**NORTH**  
2021 Aerial Photo

*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.*

8570 S. 116th Street  
TKN: 842 9995 015



**Planning Department**  
**(414) 425-4024**

0 250 500 1,000 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.*





October 4, 2024

RE: Property Split Cover letter for 8570 S. 116<sup>th</sup> Street, Franklin, WI 53132

To Nick Fuchs:

I met with Nick Fuchs of the Franklin Planning Department on May 6, 2024. He explained that my property is zoned R3 and that the City requires a minimum of 100 feet frontage access to the 116<sup>th</sup> Street that the proposed property meets. Because of this, the lot division will not be a flag lot. The proposed 10 acre lot has 100 feet and the 8 acre lot has more than 100 feet frontage to 116<sup>th</sup> Street.

The Wetlands delineation done summer of 2022 is valid for five years. The NRPP (natural resource protection plan) is not required at this time since there is no incline (grade/steep slopes) of 10-19% or greater. At the same time there is no collection of mature trees which is defined by 1 acre of coverage (canopy) of 6 or more trees considered mature which are 6 or more trees of trunk 12" or greater. As a consequence no NRPP is required for property division.

Lot 1 will be an 8.2002 acre lot with an existing of a home and pole barn (per CSM September 12, 2024 by Land Surveys Inc.). Lot 2 will be a 10.1274 acre lot with no structures (per CSM September 12, 2024 by Land Surveys Inc.). The lot is being split to allow a future owner of lot 2 (10.1274 acre) to potentially build.

A search of the FEMA flood map service (<https://msc.fema.gov/portal/search>) and there is no flood zone at 8570 S. 116<sup>th</sup> Street, Franklin, WI 53132.

Included with this is the application LAND REVIEW APPLICATION, and the CITY OF FRANKLIN APPLICATION CHECKLIST. Each item checked is included in the packet. The items have been email to Nick Fuchs [NFuchs@franklinwi.gov](mailto:NFuchs@franklinwi.gov). The requested fees with be mailed to Nick Fuchs at 9229 W. Loomis Road, Franklin, WI. 53132 in addition to the paperwork.

If any questions arise feel free to contact me at the point of contact below.

Respectfully,

*Robert G. Montgomery*

Robert Montgomery

P.O. Box 320544

Franklin, WI 53132

414-212-5140

[colonelmontgomery@gmail.com](mailto:colonelmontgomery@gmail.com)

PS Both properties will be listed under the name Robert G. Montgomery Family Trust.

Property Description as of JAN 1, 2020

Now in Robert G. Montgomery Family Trust

COM 680 FT N OF SW COR OF SE 18 5 21 TH NLY 200 FT, ELY  
1323.83 FT, SLY 880 FT, WLY 597.76 FT, NLY 680 FT, TH  
WLY 726 FT TO BEG, & is THE W 726 OF N 200 FT OF S 680 FT  
OF SD SEC. 18.5 ACS

Parcel ID: 842 9995 015 8429995015

Milwaukee County document # 10918038 filed October 18, 2019

Legal description of 8570 S. 116<sup>th</sup> Street, Franklin, WI 53132

That part of the West ½ of the Southeast ¼ Section 18, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, bounded and described as follows: Commencing at a point in the West line of said ¼ Section, North 0°16'0" West 680.00 feet from the Southwest corner of said ¼ Section; continuing thence North 0°16'40" West along the West line of said ¼ Section, 200.00 feet to a point; thence South 89°25'35" East and parallel to the South line of said ¼ Section, 1323.83 feet to a point in the East line of the West ½ of said ¼ Section; thence South 0°16'24" East along the East line of the West ½ of said ¼ Section, 880.00 feet to a point in the South line of said ¼ Section; thence North 89°25'35" West along the South line of said ¼ Section, 597.76 feet to a point, said point being 726.00 feet South 89°25'35" East of the Southwest corner of said ¼ section; thence North 0°16'40" West and parallel to the West line of said ¼ Section, 680.00 feet to a

point; thence North 89°25'35" West and parallel to the South line of said ¼ Section 726.00 feet to the place of beginning

COM 680 FT N OF SW COR OF SE 18 5 21 TH NLY 200 FT, ELY  
1323.83 FT, SLY 880 FT, WLY 597.76 FT, NLY 680 FT, TH  
WLY 726 FT TO BEG, & is THE W 726 OF N 200 FT OF S 680 FT  
OF SD SEC. 18.5 ACS

**State of Wisconsin**  
**DEPARTMENT OF NATURAL RESOURCES**  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

**Tony Evers, Governor**  
**Karen Hyun, Ph.D., Secretary**  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



February 14, 2025

Robert Montgomery  
8570 South 116th Street  
Franklin, WI 53132  
[sent electronically]

Subject: WI State Statute Chapter 30 Evaluation of Pond

Dear Mr. Montgomery:

The Department of Natural Resources has evaluated the available information about the excavated pond located in the SWSE QQ of Section 18 and the NWNE QQ of Section 19 in Township 5 North Range 21 East in the City of Franklin, Milwaukee County.

This manmade pond is not a navigable water feature under WI Stats., Ch. 30 jurisdiction.

Please reach me by phone at (414) 430-7129 or by email at [michelle.soderling@wisconsin.gov](mailto:michelle.soderling@wisconsin.gov) if there are further questions.

Sincerely,

Michelle Soderling  
WDNR Water Management Specialist

**Subject:** RE: 12 plans

See below.

- Note that you do not have to submit the pond and complaint history on the property for Plan Commission. I recommend providing:
  - a project narrative
  - the proposed certified survey map
  - Site Intensity and Capacity worksheets
  - the DNR determination letter regarding the pond
  - the determination letter regarding the woodland
  - exhibits 1A, 2, and 7 from the wetland delineation report

Thanks.

Nick Fuchs

Planning Associate

414-550-1889

City of Franklin

9229 West Loomis Road

Franklin, WI 53132



This message originates from the City of Franklin. It contains information that may be confidential or privileged and is intended only for the individual(s) named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Record Law. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail, and further email distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed with this disclaimer. If you have received this message in error, please notify me immediately.





Robert Montgomery <colonelmontgomery@gmail.com>

## 12 plans

Nick Fuchs <NFuchs@franklinwi.gov>

To: Robert Montgomery <colonelmontgomery@gmail.com>

Tue, Mar 18, 2025 at 9:43 PM

Below is the email listing the plans to be submitted for Plan Commission. Thanks.

Nick Fuchs

Planning Associate

414-550-1889

City of Franklin

9229 West Loomis Road

Franklin, WI 53132



This message originates from the City of Franklin. It contains information that may be confidential or privileged and is intended only for the individual(s) named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Record Law. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail, and further email distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed with this disclaimer. If you have received this message in error, please notify me immediately.

**From:** Nick Fuchs

**Sent:** Tuesday, March 4, 2025 8:51 PM

**To:** 'Robert Montgomery' <colonelmontgomery@gmail.com>

City of Franklin, WI  
Wednesday, January 1, 2025

## Chapter UDO. Unified Development Ordinance

### Part 3. Zoning Districts: District Establishment, Dimensional, and Use Regulations

#### Division 15-3.0500. Site Intensity and Capacity Calculations

##### § 15-3.0501. Natural Resource Protection and Site Intensity and Capacity Calculations for Residential and Nonresidential Uses Required.

- A. Recognition of Natural Resource Features. This Ordinance recognizes that landforms, parcel size and shape, and natural resource features vary from site to site and that development regulations must take into account these variations. The maximum density or intensity of use allowed in any zoning district is controlled by the various district standards set forth for each of the various zoning districts of this Ordinance.
- B. When Natural Resource Protection and Site Intensity and Capacity Calculations Are Required. Natural resource protection is required for all development and the site intensity and capacity calculations set forth in this Division shall be made for each parcel of land to be used or built upon in the City of Franklin including all new Certified Survey Maps, Preliminary Plats, condominiums, multiple-family residential developments, all nonresidential development, and as may be required elsewhere in this Ordinance except as excluded under the provisions of § 15-3.0501C. of the Unified Development Ordinance.
- C. Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required). Natural resource protection shall not be required and the site intensity and capacity calculations set forth in this Division shall not be required for the construction of single-family and two-family residential development located on non-divisible existing lots of record within existing platted Subdivisions (with an approved Final Plat), Certified Survey Maps, and Condominiums existing on August 1, 1998, the effective date of this Ordinance or for which a natural resource protection plan and site intensity capacity calculations were filed at the time of division after August 1, 1998. A Natural Resource Protection Plan shall not be required with an application for certified survey map approval where a single property zoned I-1 Institutional District is divided as a result of a public work of improvement for street extension purposes, with related public sanitary sewer and water work for which special assessment was made, into two or more parcels through the property fee acquisition by the City for the extension of the public street. The foregoing exclusions from Natural Resource Protection Plan submission requirements for certified survey map applications shall only be available upon the conditions that in lieu of the Plan submission requirement, the certified survey map application shall be accompanied by the "best available information" as to the existence of any natural resource features, such as existing topographical maps, wetland inventories, and other such inventories as may be available; and that a Natural Resource Protection Plan must be submitted upon any further development of any portion of the mapped property. A Natural Resource Protection Plan shall also not be required with an application for certified survey map approval where lots are being created from a larger surrounding parcel, with



the larger in area in relation to the lots created remnant parcel being vacant, or already having being developed by the existence of a principal structure and not being the subject of current further development application, and with the only natural resources within the map area being upon the remnant parcel and being more than 500 feet away from the lots being created. The foregoing exclusion from Natural Resource Protection Plan submission requirement for certified survey map applications shall only be available upon the conditions that i) in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its face the existence of any natural resource features, as identified in § [15-4.0102](#), located on the parcels of the Certified Survey Map based upon the "best available" information; (ii) that a Natural Resource Protection Plan must be submitted upon any further development of the "remnant" parcel; and iii) the following note shall be placed upon the face of such Certified Survey Map: "The Natural Resource Features identified herein are not based upon field surveys. In the event of further land division or development of a parcel herein with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel" For the purposes of this section, the Zoning Administrator shall not require that the "best available" information be a "first source" of information, as identified in § 15-4.0102A., B., C., D., and G. Notwithstanding any other provision of this Ordinance, natural resource protection and any such related Natural Resource Protection Plan, shall not be required and the site intensity and capacity calculations set forth in this Division shall not be required for any accessory use structure or accessory use development or for an addition or modification to an existing principal structure development which does not increase the existing developed structure and impervious surface area upon the parcel by more than 50% or 2,500 square feet, whichever is smaller, where natural resource feature(s) are not within 100 feet of the area to be disturbed by the new development, upon a parcel supporting an existing principal structure with an existing principal use; determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee; however, if any resources identified by the Southeastern Wisconsin Regional Planning Commission in PR 176 or in PR 42, as may be amended from time to time, as Primary or Secondary Environmental Corridor and/or Isolated Natural Resources Area, are located on the site by the City Engineer or designee, but are outside of 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent such natural resource feature(s) adverse impacts, which shall be subject to approval by the Plan Commission and shall be installed as may be provided on site as detailed within the plan as a condition of application approval. A Natural Resource Protection Plan (and related requirements, such as the submission of conservation easements, etc.) shall not be required with an application for certified survey map approval for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, where lots are being created from a parcel or parcels, upon which there exists an established residential dwelling building use, such established use parcel or parcels not being the subject of current further development application, for such remaining established residential dwelling building use parcel or parcels only, provided with regard to such remaining established residential dwelling building use parcel or parcels that: i) in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its face the existence of any natural resource features, as identified in § [15-4.0102](#), located on the parcels of the Certified Survey Map based upon the "best available" information; (ii) that a Natural Resource Protection Plan must be submitted upon any further development of the "remaining established residential dwelling building use parcel or parcels"; and iii) the following note shall be placed upon the face of such Certified Survey Map: "The Natural Resource Features identified herein upon lot[s] [number[s]] are not based upon field surveys. In the event of further land division or development of lot[s] [number[s]] with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel."

[Amended 1-21-2020 by Ord. No. 2020-2414]

## § 15-3.0502. Calculation of Base Site Area.

The base site area shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in § [15-3.0501](#) of this Ordinance.

Table 15-3.0502			
Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development			
<b>STEP 1:</b>	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.		18.3 acres
<b>STEP 2:</b>	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	-	0.0 acres
<b>STEP 3:</b>	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	-	0.0 acres
<b>STEP 4:</b>	In the case of "Site Intensity and Capacity Calculations" for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of "Site Intensity and Capacity Calculations" for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	-	0.0 acres
<b>STEP 5:</b>	Equals "Base Site Area"	=	18.3 acres

### § 15-3.0503. Calculation of the Area of Natural Resources to Be Protected.

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the base site area (as defined in § [15-3.0502](#)), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective natural resource protection standard (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the total resource protection land. The total resource protection land shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503					
Worksheet for the Calculation of Resource Protection Land					
Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource	Feature
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X 0.0	0
				=	
20-30%	0.65	0.75	0.70	X 0.0	0

Table 15-3.0503						
Worksheet for the Calculation of Resource Protection Land						
Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)				Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District			
				=		
+ 30%	0 90	0 85	0 80	X 0 0		0.0
				=		
Woodlands & Forests						
Mature	0 70	0 70	0 70	X 0 0		0.0
				=		
Young	0 50	0 50	0 50	X 0.0		0.0
				=		
Lakes & Ponds	1	1	1	X .850		water
				= 850		water
Streams	1	1	1	X 0.0		
				=0 0		0
Shore Buffer	1	1	1	X		
				=1 2		dirt
Floodplains	1	1	1	X 0 0		0
				= 0 0		0
Wetland Buffers	1	1	1	X 2.0274		soil
				=2.0274		
Wetlands & Shoreland Wetlands	1	1	1	X1.6237		soil
				=1 6237		Soil/water
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					4 07	Soil/water

Note In conducting the calculations in Table 15-3 0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1 0 which represents the higher of the two standards.

## § 15-3.0504. Calculation of Site Intensity and Capacity for Residential Uses.

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 153 0504 shall be performed.



<b>Table 15-3.0504</b>		
<b>Worksheet for the Calculation of Site Intensity and Capacity for Residential Development</b>		
<b>STEP 1:</b>	<b>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</b>	18.3 x 0 acres
	Take Base Site Area (from Step 5 in Table 153.0502)	
	Multiple by Minimum Open Space Ratio (OSR) (see specific residential zoning district OSR standard) X	
	<b>Equals MINIMUM REQUIRED ON-SITE OPEN SPACE =</b>	
<b>STEP 2:</b>	<b>CALCULATE NET BUILDABLE SITE AREA:</b>	18.3-4.07 = 14.23 acres
	Take Base Site Area (from Step 5 in Table 153.0502)	
	Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required On-Site Open Space (from Step 1 above), whichever is greater:-	
	<b>Equals NET BUILDABLE SITE AREA =</b>	
<b>STEP 3:</b>	<b>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:</b>	29,399.4 D.U.s
	Take Net Buildable Site Area (from Step 2 above)	
	Multiple by Maximum Net Density (ND) (see specific residential zoning district ND standard). X	
	<b>Equals MAXIMUM NET DENSITY YIELD OF SITE =</b>	
<b>STEP 4:</b>	<b>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:</b>	32,574 D.U.s
	Take Base Site Area (from Step 5 of Table 153.0502)	
	Multiple by Maximum Gross Density (GD) (see specific residential zoning district GD standard) X	
	<b>Equals MAXIMUM GROSS DENSITY YIELD OF SITE =</b>	
<b>STEP 5:</b>	<b>DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:</b>	29,399 D.U.s
	Take the lowest of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above)	

## § 15-3.0505. Calculation of Site Intensity and Capacity for Nonresidential Uses.

In order to determine the maximum floor area which may be permitted on a parcel of land zoned in a nonresidential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0505 shall be performed



A. Maximum Permitted Floor Area for a Retail Building:

1. Notwithstanding the provisions of Table 15-3.0505, no individual retail building in any of the following districts shall exceed a total of 125,000 gross square feet of floor area, including all roofed area.
  - a. B-1 Neighborhood Business District.
  - b. B-2 General Business District.
  - c. B-3 Community Business District.
  - d. B-5 Highway Business District.
2. Notwithstanding, any other provision of this Ordinance, no special use permit, special exception or variance may be approved or granted that would allow a retail building to exceed the size limits of this subparagraph (1) and no nonconforming use or structure may be expanded in any manner that would increase its nonconformance with the limits of subparagraph (1).

Table 15-3.0505		
Worksheet for the Calculation of Site Intensity and Capacity for Nonresidential Development		
STEP 1:	<b>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE:</b> Take Base Site Area (from Step 5 in Table 15-3.0502):                      Multiple by Minimum	n/a acres
	Landscape Surface Ratio (LSR) (see specific zoning district LSR standard): X	
	Equals <b>MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =</b>	
STEP 2:	<b>CALCULATE NET BUILDABLE SITE AREA:</b> Take Base Site Area (from Step 5 in Table 15-3.0502):	n/a acres
	Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required Landscape Surface (from Step 1 above), whichever is greater: -	
	Equals <b>NET BUILDABLE SITE AREA =</b>	
STEP 3:	<b>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE:</b> Take Net Buildable Site Area (from Step 2 above):	n/a acres
	Multiple by Maximum Net Floor Area Ratio (NFAR) (see specific nonresidential zoning district NFAR standard): X	
	Equals <b>MAXIMUM NET FLOOR AREA YIELD OF SITE =</b>	
STEP 4:	<b>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE:</b> Take Base Site Area (from Step 5 of Table 15-3.0502):	n/a acres
	Multiple by Maximum Gross Floor Area Ratio (GFAR) (see specific nonresidential zoning district GFAR standard): X	

Table 15-3.0505		
Worksheet for the Calculation of Site Intensity and Capacity for Nonresidential Development		
	Equals <b>MAXIMUM GROSS FLOOR AREA YIELD OF SITE =</b>	n/a
<b>STEP 5:</b>	<b>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE:</b> Take the lowest of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above).	n/a 0 0acres
	(Multiple results by 43,560 for maximum floor area in square feet):	n/a square feet)

# **WETLAND DELINEATION REPORT**

**ROBERT MONTGOMERY PROPERTY  
8570 SOUTH 116th STREET**

**SE Quarter, Section 18, T5N, R21E  
CITY OF FRANKLIN  
MILWAUKEE COUNTY  
WISCONSIN**

**Lead Investigator:  
Jennifer L. Dietl  
Principal Specialist-Biologist  
Southeastern Wisconsin Regional Planning Commission  
W239 N1812 Rockwood Drive  
P.O. Box 1607  
Waukesha, WI 53187-1607  
(262)547-6721  
[jdietl@sewrpc.org](mailto:jdietl@sewrpc.org)**

Report completed: March 11, 2024



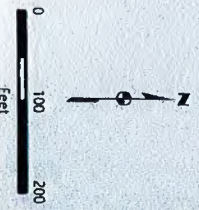
# Exhibit 7. Wetland Delineation Map

Robert Montgomery Property  
8570 South 116th Street  
SE Quarter, Section 18, T5N-R21E  
City of Franklin, Milwaukee County

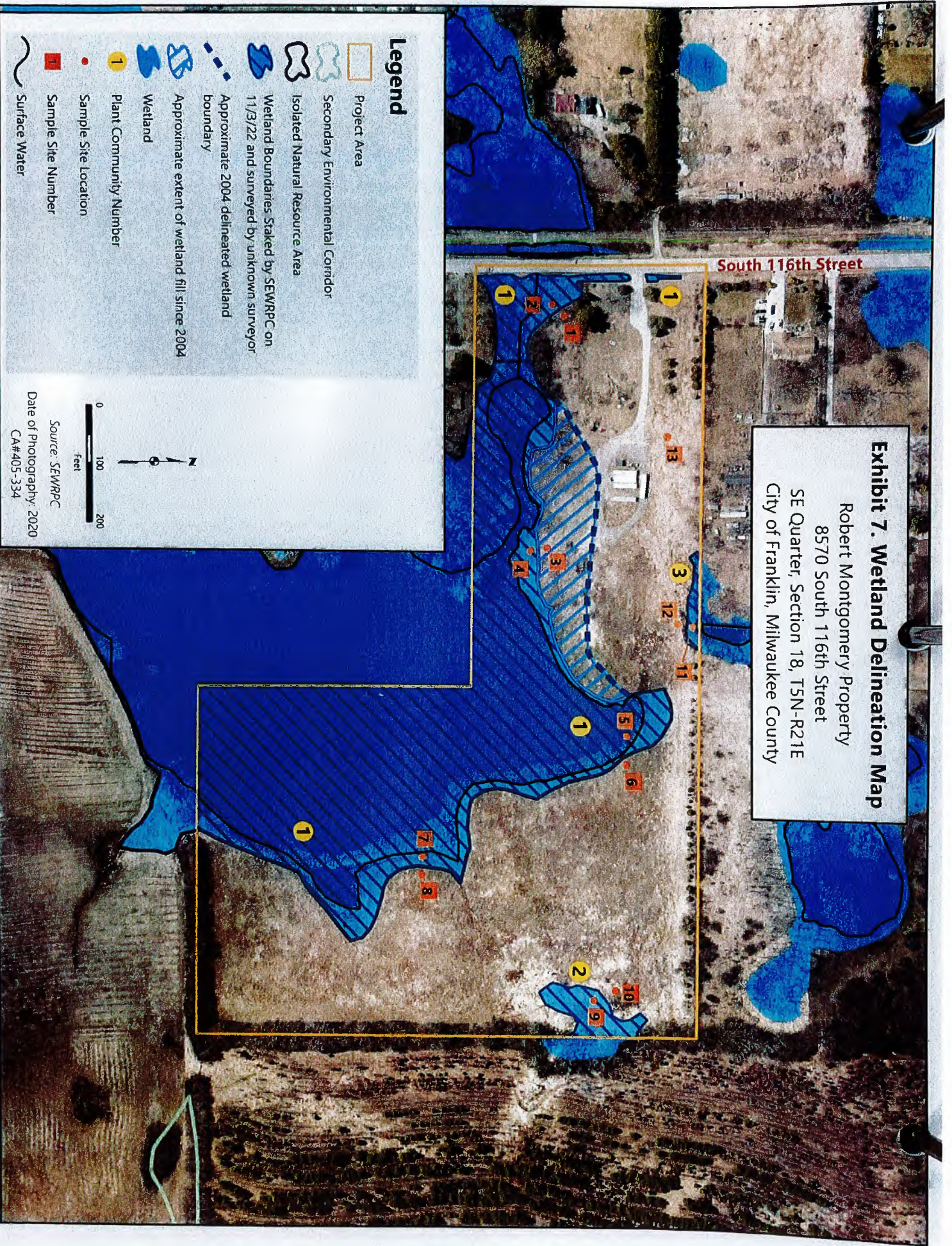
South 116th Street

## Legend

- Project Area
- Secondary Environmental Corridor
- Isolated Natural Resource Area
- Wetland Boundaries Staked by SEWRPC on 11/3/22 and surveyed by unknown surveyor
- Approximate 2004 delineated wetland boundary
- Approximate extent of wetland fill since 2004
- Wetland
- Plant Community Number
- Sample Site Location
- Sample Site Number
- Surface Water

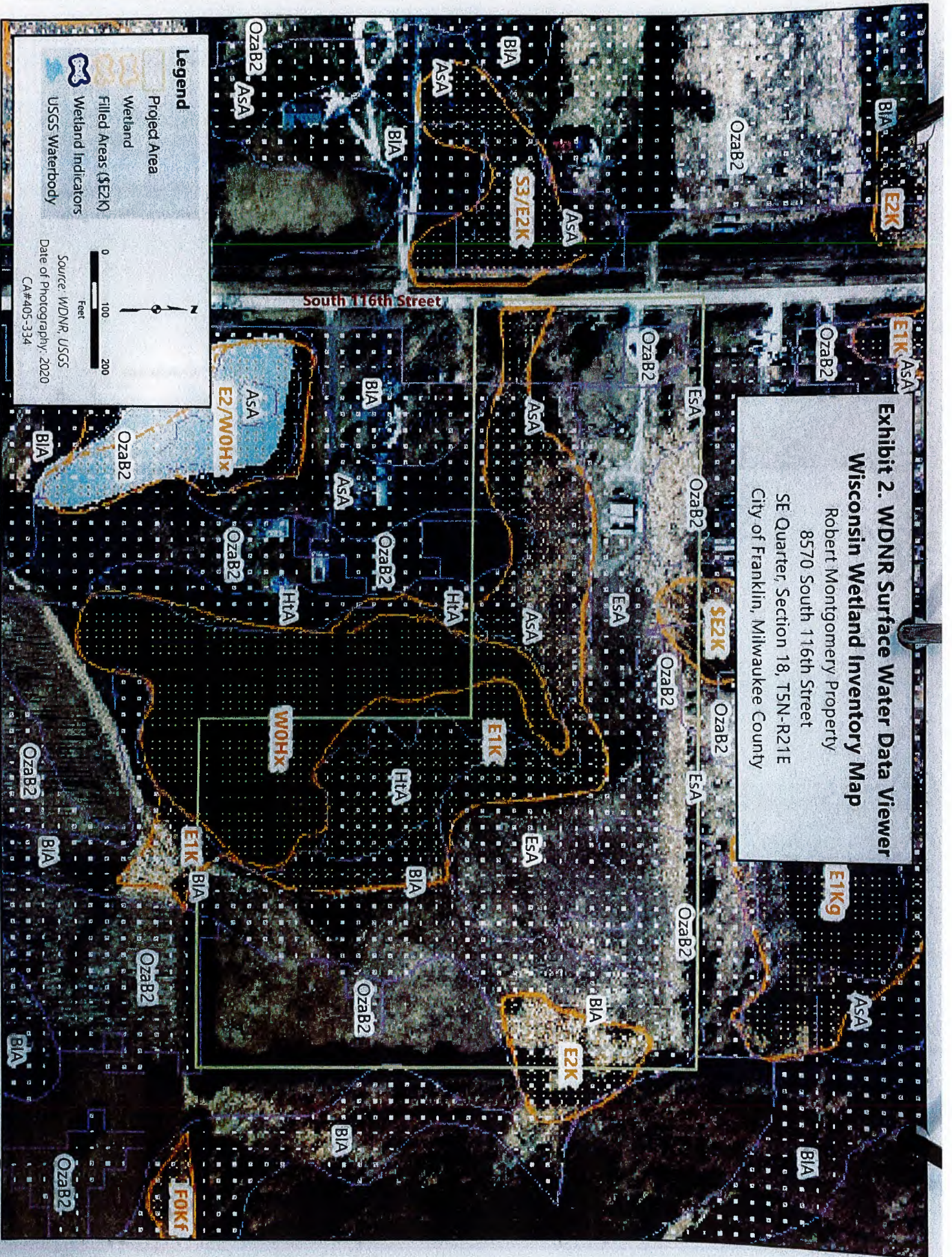


Source: SEWRPC  
Date of Photography: 2020  
CA#405-334





Robert Montgomery Property  
8570 South 116th Street  
SE Quarter, Section 18, T5N-R21E  
City of Franklin, Milwaukee County



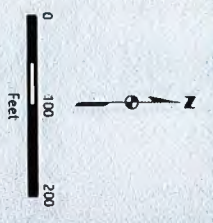


**Exhibit 1A. Topographic Map**  
Robert Montgomery Property  
8570 South 116th Street  
SE Quarter, Section 18, T5N-R21E  
City of Franklin, Milwaukee County

**Legend**

-  Project Area
-  Steep Slopes ( $\geq 12\%$ )
-  Surface Water

Contour Interval: 1 foot  
Date of Contour Lines: 2015  
NGVD 29



Source: SEWRPC  
Date of Photography: 2020  
CA#405-334

South 116th Street







Clarks Stump Removal & Tree Service

8570 S 116th St. Franklin, WI 53132

January 20, 2025

**Residential Zoning District Protection of Woodlands – Compliance with CFM Criteria**

To Whom It May Concern:

This document has been prepared to evaluate the compliance of 8570 S 116<sup>th</sup> St. Franklin, WI 53132 with the protections and regulations set forth under the residential zoning districts, specifically regarding the protection of mature and young woodlands. These protections are defined in division 15-11.0100 of the zoning code, which refers to the management and conservation of woodland areas within residential districts.

Under Division 15-11.0100, the city is committed to preserving certain tree species within designated residential zoning districts. Specifically, mature and young woodlands, including but not limited to the two red oak and nine white pine species. In regard to the CFM this property does not meet criteria. This evaluation involved: the use of google map to obtain a preliminary overview of the property and surrounding area, a review of available city documentation and records to verify any known woodland designations or restrictions., and a site visit was conducted to visually assess the condition and species of trees on the property.

It is important to note that despite the presence of these trees, the property does not meet the full criteria outlined in the CFM. The property fails to meet certain requirements that would classify it as a protected woodland area under the zoning regulations. Based on the evaluation of the trees on site and the specific criteria in the CFM, the property does not qualify for full protection under the current regulations.

Sincerely,

Tim Clark

# Certified Survey Map\_\_\_\_\_

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18,  
Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

## OWNER'S CERTIFICATE:

As Trustee for the Robert G. Montgomery Family Trust, I, Robert G. Montgomery, hereby certify that I have caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and Division 15 of the Unified Development Ordinance of the City of Franklin, this 17 day of March, 2025.

Robert G. Montgomery  
Robert G. Montgomery, Trustee

STATE OF WISCONSIN )  
County of Milwaukee ) SS

Personally came before me this 17 day of March, 2025, the above named Robert G. Montgomery, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Agnes Mayr  
Print Name AGNES MAYR

Notary Public, Milwaukee County, WI.

My Commission Expires: 03/29/2027

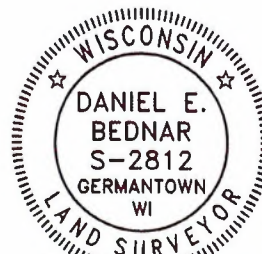
AGNES MAYR  
Notary Public  
State of Wisconsin

## CITY OF FRANKLIN COMMON COUNCIL APPROVAL:

Approved and dedication accepted by the Common Council of the City of Franklin, Resolution No. \_\_\_\_\_  
signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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



Daniel E. Bednar

**LAND SURVEYS INC.**

21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com

September 12, 2024  
Revised February 18, 2025  
Job# 24300 Sheet 6 of 6

## Certified Survey Map \_\_\_\_\_

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18,  
Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

### SURVEYOR'S CERTIFICATE:

I, Daniel E. Bednar, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel of land located in that part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 18; thence North 00°16'42" West along the West Line of said 1/4 Section, 480.00 feet to the Point of Beginning; thence continuing North 00°16'42" West along said Section Line, 400.00 feet; thence South 89°25'37" East, 1,323.83 feet to a point on the East line of the West 1/2 of said 1/4 Section; thence South 00°16'25" East, along said East line 879.96 feet to a point on the South Line of said 1/4 Section; thence North 89°25'42" West along the South Line of said 1/4 Section, 366.60 feet to a witness corner; thence continuing North 89°25'42" West along the South Line of said 1/4 Section, 231.16 feet to a point that is South 89°25'42" East, 726.00 feet, from said Southwest Corner; thence North 00°16'42" West, 479.98 feet; thence North 89°25'37" West, 200.00 feet to a witness corner; thence continuing North 89°25'37" West, 526.00 feet to the Point of Beginning of this description.

The gross area of said parcel contains 816,348 Square feet or 18.7408 Acres of land more or less.

That I have made such survey, land division and map by the direction of Robert G. Montgomery, trustee for Robert G. Montgomery Family Trust, owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236.34 of the Wisconsin Statutes and Division 15 of the Unified Development Ordinance of the City of Franklin in surveying, dividing and mapping same.

Dated this 12th day of September, 2024.



Daniel E. Bednar PLS  
Professional Land Surveyor S-2812



**LAND SURVEYS INC.**

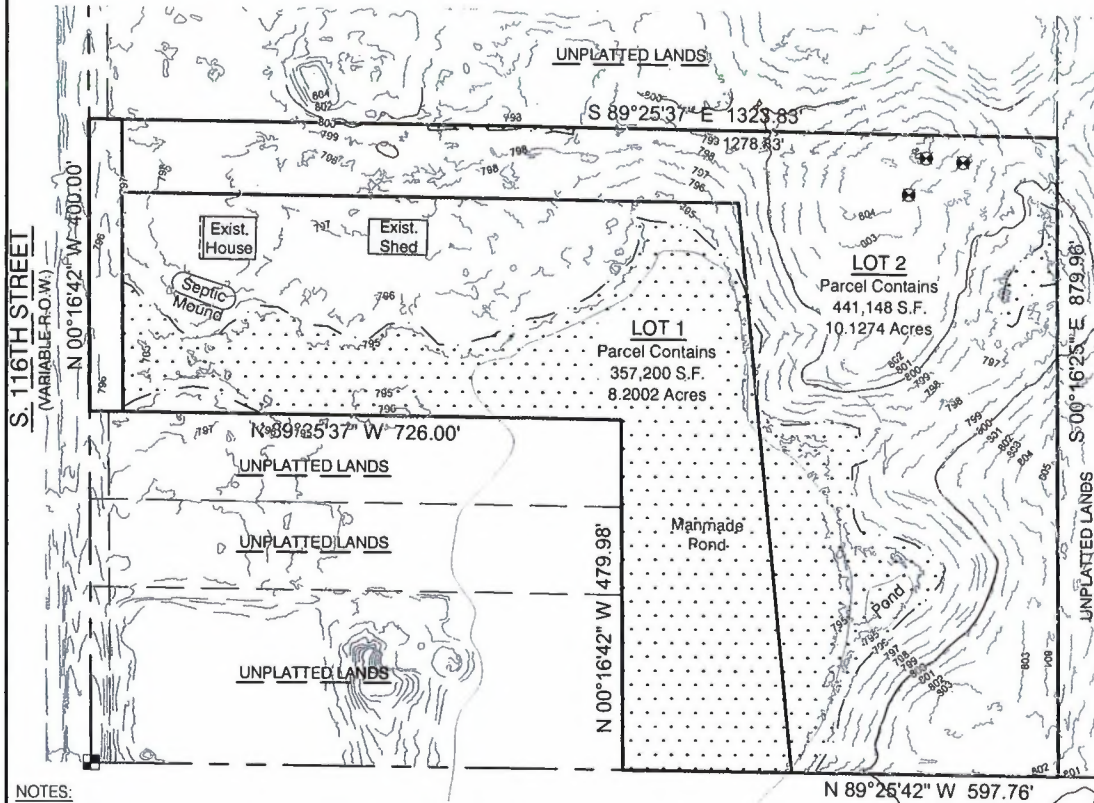
21005 Watertown Rd., Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com

September 12, 2024  
Revised February 18, 2025  
Job# 24300 Sheet 5 of 6



# Certified Survey Map

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18,  
Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



## NOTES:

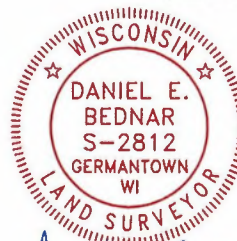
1. AREA OF ROAD DEDICATION IS 18,000 SQUARE FEET OR 0.4132 ACRES.
2. FLOOD ZONE CLASSIFICATION: THE PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL 55079C0143E DATE SEPTEMBER 26, 2008. ZONE "X" AREA ARE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. WETLAND DELINEATION REPORT AND FIELD LOCATION COMPLETED MARCH 11, 2024 BY JENNIFER DIETL OF SEWRPC.
4. LOTS 1 AND 2 ARE NOT SERVED BY PUBLIC SANITARY SEWER AND WATER.
5. UPON FURTHER LAND DIVISION OR DEVELOPMENT OF LOT 2 A COMPLETE NATURAL RESOURCE PROTECTION PLAN IN COMPLIANCE WITH DIVISION 15-7.0200 OF THE UNIFIED DEVELOPMENT ORDINANCE SHALL BE SUBMITTED TO THE DEPARTMENT OF CITY DEVELOPMENT FOR REVIEW AND APPROVAL. ANY CONSERVATION EASEMENTS SHALL BE DETERMINED THEREAFTER.
6. BEARINGS ARE REFERENCED TO NAD 83/2011 IN WHICH THE WEST LINE OF THE SE 1/4 OF SECTION 18, T 5 N, R 21 E, BEARS N 00°16'42" W.
7. PER CLARKS STUMP REMOVAL AND TREE SERVICE LETTER DATED JANUARY 20, 2025, "THE PROPERTY DOES NOT QUALIFY FOR FULL PROTECTION UNDER THE CURRENT REGULATIONS."
8. PER WISCONSIN DEPARTMENT OF NATURAL RESOURCES LETTER DATED FEBRUARY 14, 2025, THE MANMADE POND IS NOT A NAVIGABLE WATER FEATURE UNDER WI STATS., CH. 30 JURISDICTION.
9. SITE IS ZONED R-3 (SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT)  
SITE IS ZONED R-3 (SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT) AND C-1 CONSERVANCY DISTRICT.

MUNICIPAL CODE: SEC 15-3.0203  
PERMITTED USE "CONVENTIONAL SUBDIVISION"  
MINIMUM FRONT YARD: 45 FEET  
MINIMUM SIDE YARD: 10 FEET  
MINIMUM REAR YARD: 30 FEET  
MINIMUM SHORE BUFFER: 75 FEET  
MINIMUM WETLAND BUFFER: 30 FEET  
MINIMUM WETLAND SETBACK: 50 FEET

## LEGEND

- MILWAUKEE COUNTY CONTOUR
- BORING

This instrument was drafted under the supervision of Daniel E. Bednar, a Professional Land Surveyor, S-2812



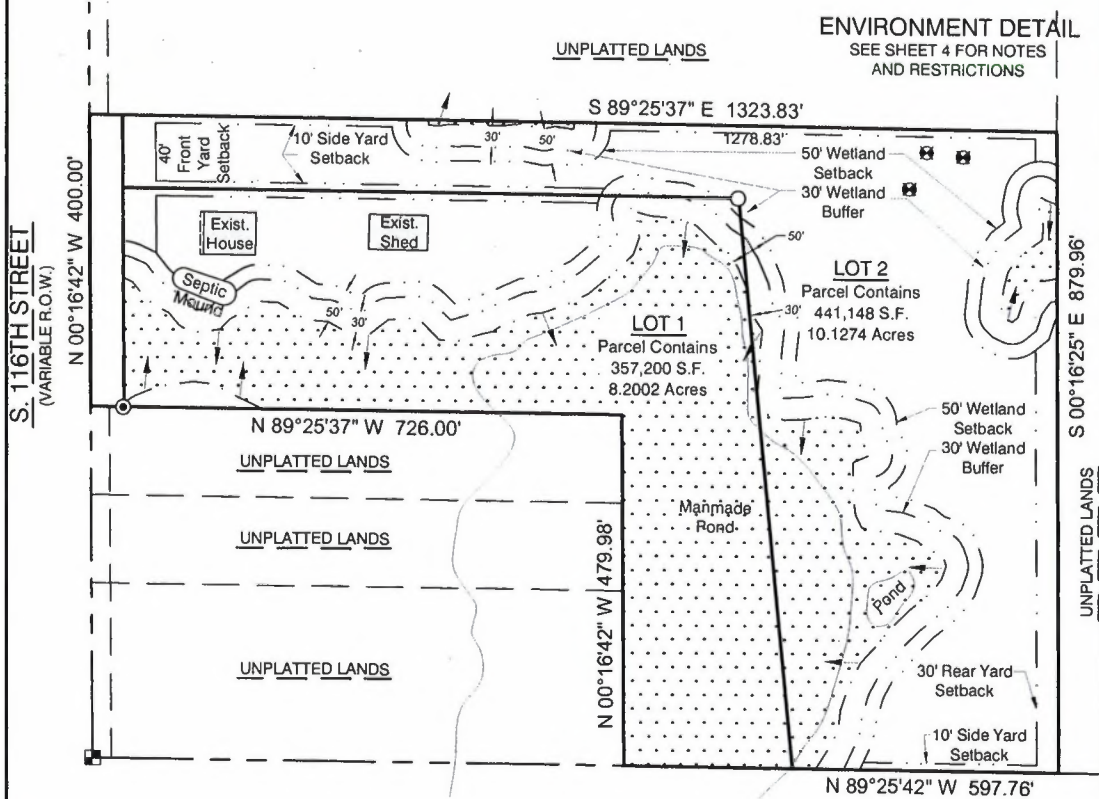
**LAND SURVEYS INC.**

21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com

September 18, 2024  
Revised February 10, 2025  
Job# 24300 Sheet 4 of 6

# Certified Survey Map

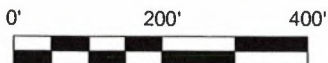
That part of the Southwest 1/4 of the Southeast 1/4 of Section 18,  
Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



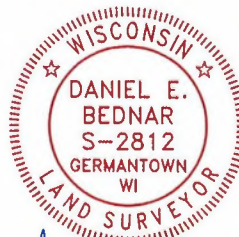
ENVIRONMENT DETAIL  
SEE SHEET 4 FOR NOTES  
AND RESTRICTIONS

## LEGEND

- · — · — BUILDING SETBACK LINE
- ⊗ BORING



This Instrument was drafted under the supervision of Daniel E. Bednar, a Professional Land Surveyor, S-2812



**LAND SURVEYS INC.**

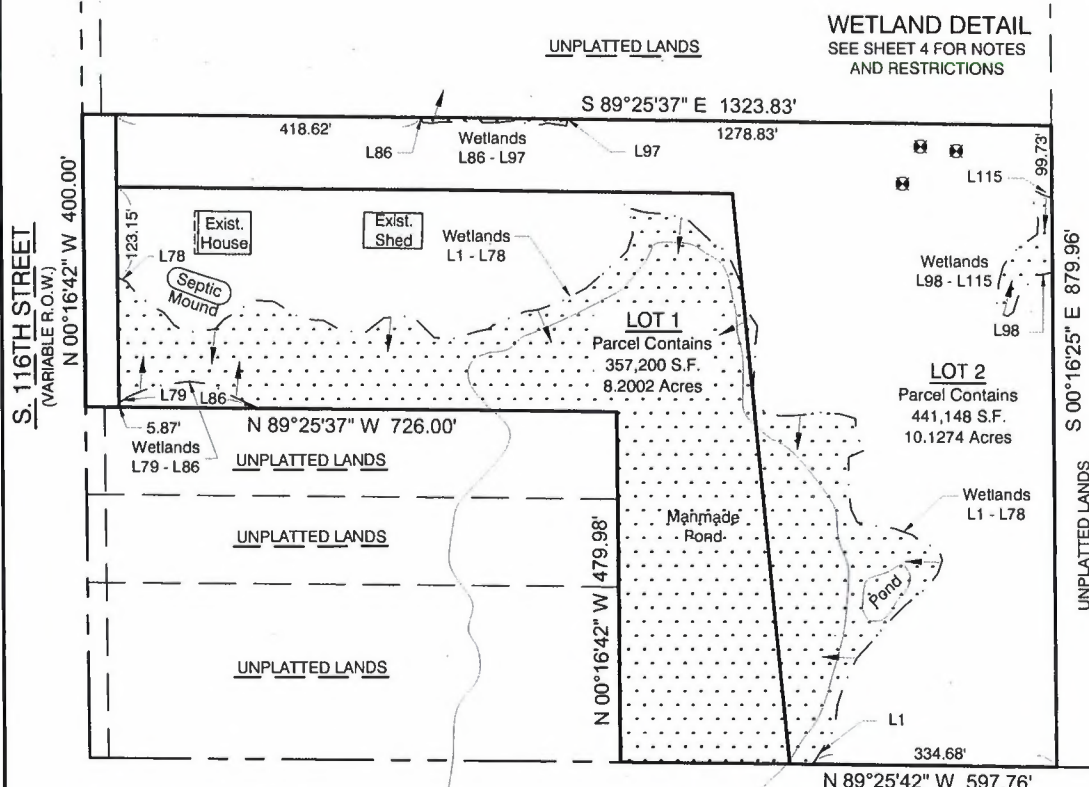
21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com

September 12, 2024  
Revised February 18, 2025  
Job# 24300 Sheet 3 of 6



# Certified Survey Map

That part of the Southwest 1/4 of the Southeast 1/4 of Section 18,  
Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



LINE	BEARING	DISTANCE
L1	N 32°16'29" E	37.28'
L2	N 25°49'37" E	23.94'
L3	N 07°10'36" E	28.85'
L4	N 19°21'47" E	33.43'
L5	N 27°02'13" E	38.27'
L6	N 42°48'13" E	28.58'
L7	N 39°32'59" E	35.81'
L8	N 48°03'38" E	33.89'
L9	N 51°03'08" E	30.87'
L10	N 47°44'26" E	11.34'
L11	N 37°08'15" E	21.54'
L12	N 19°59'34" E	18.23'
L13	N 20°32'56" W	17.08'
L14	N 73°56'02" W	19.75'
L15	N 51°50'52" W	19.78'
L16	N 69°52'33" W	27.43'
L17	N 62°57'59" W	23.15'
L18	N 78°56'51" W	27.91'
L19	N 26°46'01" W	19.90'
L20	N 06°42'14" W	31.68'
L21	N 00°57'45" E	39.73'
L22	N 66°22'18" E	25.92'
L23	N 36°55'08" W	22.71'
L24	N 01°35'26" W	25.04'
L25	N 74°24'24" W	21.61'
L26	N 84°15'44" W	23.94'
L27	S 82°58'16" W	30.86'
L28	S 86°55'24" W	28.44'
L29	N 71°42'38" W	31.20'
L30	N 23°34'44" W	18.99'
L31	S 05°07'34" W	30.10'
L32	N 02°21'21" E	36.17'
L33	N 06°02'53" E	28.76'
L34	N 33°45'37" W	24.71'
L35	N 10°54'54" W	35.59'
L36	S 23°02'14" E	31.90'
L37	N 31°23'17" W	22.13'
L38	N 56°13'17" W	20.35'
L39	N 46°21'11" W	28.61'
L40	S 43°35'48" E	11.59'
L41	N 70°04'48" W	28.29'
L42	N 84°30'43" W	38.24'
L43	N 75°03'42" W	24.38'
L44	S 18°29'29" E	20.04'
L45	S 04°38'44" E	17.98'

LINE	BEARING	DISTANCE
L46	S 19°00'25" W	24.19'
L47	S 47°22'30" W	37.94'
L48	S 49°24'15" W	37.37'
L49	S 60°08'45" W	34.97'
L50	S 70°17'04" W	38.66'
L51	S 82°22'04" W	17.95'
L52	S 66°10'11" W	28.88'
L53	S 68°47'35" W	18.23'
L54	S 55°23'31" W	11.31'
L55	S 78°23'15" W	14.42'
L56	S 72°42'12" W	38.52'
L57	N 84°54'19" W	24.85'
L58	N 45°09'10" W	41.61'
L59	S 88°17'10" W	39.51'
L60	S 51°44'15" W	30.48'
L61	N 88°47'40" W	20.50'
L62	N 78°57'33" W	20.15'
L63	N 60°07'29" W	21.64'
L64	N 89°13'30" W	11.06'
L65	N 61°00'51" W	21.81'
L66	N 57°43'09" W	41.47'
L67	N 86°41'52" W	27.17'
L68	S 58°24'03" W	21.92'
L69	S 58°07'21" W	26.23'
L70	S 43°01'04" W	18.23'
L71	S 81°30'36" W	15.35'
L72	S 83°08'49" W	24.06'
L73	N 57°41'32" W	19.12'
L74	N 39°19'38" W	21.85'
L75	N 63°30'25" W	20.80'
L76	N 48°17'49" W	23.38'
L77	N 38°41'15" W	22.35'
L78	N 65°12'45" W	14.03'
L79	N 57°55'54" E	18.74'
L80	N 67°53'23" E	28.05'

LINE	BEARING	DISTANCE
L81	N 79°08'05" E	26.67'
L82	N 82°49'25" E	27.34'
L83	S 83°01'52" E	37.37'
L84	S 61°55'17" E	37.38'
L85	S 65°34'36" E	35.17'
L86	S 00°34'23" W	6.73'
L87	S 84°19'54" E	13.26'
L88	N 61°25'06" E	12.89'
L89	N 89°26'28" E	33.15'
L90	S 87°36'04" E	27.77'
L91	N 89°14'44" E	17.58'
L92	N 82°12'27" E	12.54'
L93	S 85°47'51" E	18.03'
L94	S 78°59'36" E	22.16'
L95	N 77°38'14" E	15.44'
L96	S 61°09'59" E	26.57'
L97	N 09°02'11" E	8.39'
L98	S 79°45'46" W	26.60'
L99	S 36°50'40" W	18.52'
L100	S 34°48'29" W	18.79'
L101	S 17°53'17" W	20.14'
L102	S 50°32'00" W	9.65'
L103	N 64°35'39" W	11.32'
L104	N 44°10'52" W	7.71'
L105	N 06°44'00" W	20.98'
L106	N 03°16'30" E	13.13'
L107	N 14°42'05" E	25.02'
L108	N 34°23'55" E	22.84'
L109	N 50°52'21" E	23.61'
L110	N 55°01'09" E	18.69'
L111	N 05°18'13" E	19.07'
L112	N 15°00'47" W	25.32'
L113	N 11°20'47" E	15.57'
L114	S 61°13'14" E	8.58'
L115	S 70°51'22" E	15.70'

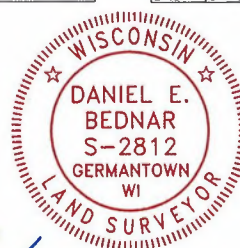


0' 200' 400'



## LEGEND

Boring



**LAND SURVEYS INC.**

21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com

September 12, 2024  
Revised February 18, 2025  
Job# 24300 Sheet 2 of 6

This instrument was drafted under the supervision of Daniel E. Bednar, a Professional Land Surveyor, S-2812

# Certified Survey Map

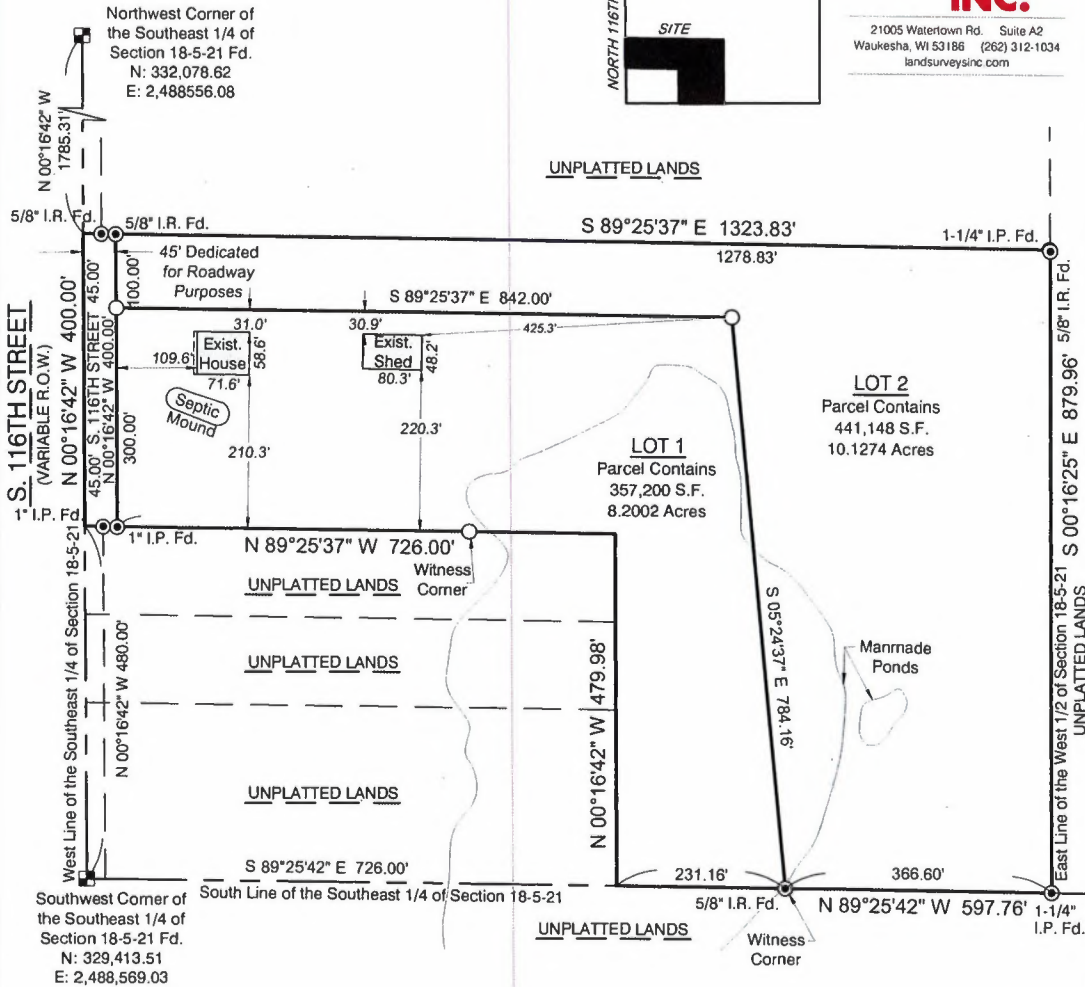
That part of the Southwest 1/4 of the Southeast 1/4 of Section 18,  
Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

## VICINITY MAP



**LAND SURVEYS INC.**

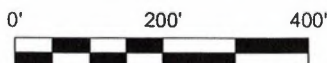
21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com



## LEGEND

- BRASS DISC IN CONC.
- 3/4"X18" IRON ROD SET  
1.50Lbs./LINEAL FOOT
- MONUMENT FOUND AS NOTED  
(Measured Outside Diam.)

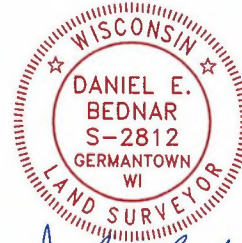
SEE SHEET 4 OF 6 FOR NOTES AND  
RESTRICTIONS.



This Instrument was drafted under the supervision of Daniel E. Bednar, a Professional Land Surveyor, S-2812

Site:  
8570 South 116th Street  
Franklin, Wisconsin 53132  
Owner and Subdivider:  
Robert G. Montgomery  
Family Trust  
P.O. Box 320544  
Franklin, Wisconsin 53132

Surveyor:  
Daniel E. Bednar S-2812  
21005 Watertown Road,  
Wisconsin 53186



September 12, 2024  
Revised February 18, 2025  
Job# 24300 Sheet 1 of 6

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/15/2025
Reports and Recommendations	Update to ARPA Covid Recovery Program Grant Contract	ITEM NUMBER G.11.
<p><b>Background:</b> The Common Council previously approved the Franklin Health Department (FHD) Director of Health and Human services to accept and execute the American Rescue Plan Coronavirus Fiscal Recovery Funding (ARPA) grant award. The project period has been extended from an original ending date of December 31, 2024 to an end date of December 31, 2025. The ARPA Grant supports the Franklin Health Department's Covid recovery efforts. DHS has requested updated signatures on the updated contract.</p> <ul style="list-style-type: none"> <li>• ARPA: \$138,439</li> </ul> <p>The contract has been sent to the City Attorney and approved for signature pending Council approval.</p> <p><b>Fiscal Note:</b> The grant funds above directly support programs and services for Franklin residents.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>Motion to allow the Director of Health and Human Services to accept the updated ARPA COVID Recovery Program contract to continue funding health department grants.</p>		

Health Department: LG

**Wisconsin Department of Health Services  
Contract Centralization Legal Review**

Agreement Number: **435100-G25-DPHCC25-26 M1**

Bureau of Procurement and Contracting (BPC) Review:

- ☐ This agreement requires **Standard** OLC review.
- ☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- ☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- ☐ This agreement uses intergovernmental cooperative purchasing.

Description:

**N/A**

Office of Legal Counsel (OLC) Review and Approval:

- ☐ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

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

\_\_\_\_\_  
Date Signed



**GRANT AGREEMENT MODIFICATION**  
**between the**  
**STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES**  
**And**  
**Franklin HD**  
**for**  
**2025 DPH LPHD Consolidated Contract**

DHS Grant Agreement No 435100-G25-DPHCC25-26 M1  
 DPH Contract No 65406-1  
 Agreement Amount \$138,439  
 Agreement Term Period 10/1/2024 to 9/30/2026  
 GEARS Pre-Packet No 29627

DHS Division Division of Public Health  
 DHS Grant Administrator Anna Benton  
 DHS Email [DHSGACMail@dhs.wisconsin.gov](mailto:DHSGACMail@dhs.wisconsin.gov)

Grantee Grant Administrator Ms Lauren Gottlieb  
 Grantee Address 9229 W LOOMIS RD, FRANKLIN,  
 WI, 531329728  
 Grantee Email [LLube@franklinwi.gov](mailto:LLube@franklinwi.gov)

**Modification Description** We are adding funding for the ARPA COVID Recovery Program (Profile 155811) Please see attached scope(s) of work Final reports are due 45 days from the end of the designated contract period for any included profiles

This is a Modification of an existing Agreement, as specified above This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS

**State of Wisconsin**  
**Department of Health Services**

**Grantee**  
 Entity Name \_\_\_\_\_

**Authorized Representative**

**Authorized Representative**

Name \_\_\_\_\_

Name Lauren Gottlieb

Title \_\_\_\_\_

Title Director of Health and Human Services

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## **CIVIL RIGHTS COMPLIANCE ATTACHMENT**

**The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.**

**Section 10 of the Agreement ("CIVIL RIGHTS COMPLIANCE") is hereby amended by inserting the following:**

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

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

### **HIGH-RISK IT REVIEW**

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

## GEARS PAYMENT INFORMATION

### ***DHS GEARS STAFF INTERNAL USE ONLY***

#### **GEARS PAYMENT INFORMATION**

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

GEARS Contract year: 2025

Agency #:	Agency Name.	Agency Type.	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	1/1/2025	12/31/2025	\$138,439

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155811	ARPA COVID RECOVERY FUND		-	\$138,439	\$138,439	N/A
					\$138,439	

**GEARS FEDERAL AWARD INFORMATION**

<b>DHS Profile Number</b>	155811
<b>FAIN</b>	SLFRP0135
<b>Federal Award Date</b>	3/3/2021
<b>Sub-award period of Performance Start Date</b>	1/1/2025
<b>Sub-award period of Performance End Date</b>	12/31/2025
<b>Amount of Federal Funds obligated in the subaward</b>	\$138,439
<b>Total Amount of Federal Funds obligated</b>	\$138,439
<b>Federal Award Project Description</b>	The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery
<b>Federal Awarding Agency Name (Department)</b>	U S Department of the Treasury
<b>DHS Awarding Official Name</b>	Debra K Standridge
<b>DHS Awarding Official Contact Information</b>	608-266-9622
<b>Assistance Listings Number</b>	21 027
<b>Assistance Listings Name</b>	Coronavirus State and Local Fiscal Recovery Funds
<b>Total made available under each Federal award at the time of disbursement</b>	\$0
<b>R&amp;D?</b>	No
<b>Indirect Cost Rate</b>	7 5%

# American Rescue Plan Act (ARPA) Coronavirus Fiscal Recovery Funding

## Local and Tribal Health Department Scope of Work

### Profiles 155811 and 65811

#### Funding Summary

The American Rescue Plan Act (ARPA) established the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Funds (CLFRF), which provide a combined \$350 billion in assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. CSFRF authorizes States to transfer funds to private nonprofit organizations, Tribal governments, and units of State and local government. The ARPA Treasury Funds coming to Wisconsin are being allocated across many sectors. This allocation (\$58.4 million) is intended to support local and tribal health departments to meet their needs related to response and recovery from the COVID-19 pandemic.

#### Available Funding

From Wisconsin's CSFRF award, the Department of Health Services (DHS) originally allocated \$58.4 million directly to local and tribal health departments for expenses incurred from March 3, 2021, through December 31, 2024. The State used a distribution formula that includes a base of \$250,000 per jurisdiction with the remainder distributed by population. The funds were extended to cover expenses incurred from January 1, 2025, through December 31, 2025. This new agreement allows local and tribal health departments to use any remaining originally allocated funds for allowed expenses incurred from January 1, 2025, through December 31, 2025. There are no new funds being allocated with this extension and funds can no longer be used for expenses incurred before January 1, 2025.

#### Funding Purpose

The Fiscal Recovery Funds provide resources to meet and address emergent public health needs, including measures to counter the spread of COVID-19, provision of care to those impacted by the virus, and programs or services that address disparities in public health that have been exacerbated by the pandemic.

#### COVID-19 Mitigation and Prevention

**Enumerated eligible uses include:** ✓ Vaccination programs, including vaccine incentives and vaccine sites ✓ Testing programs, equipment and sites ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants) ✓ Public communication efforts ✓ Public health data systems ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances ✓ Medical and PPE/protective supplies ✓ Support for isolation or quarantine ✓ Ventilation system installation and improvement ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and

impacted industries ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms) ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems) ✓ Public telemedicine capabilities for COVID-19 related treatment.

#### **Medical Expenses**

**Enumerated eligible uses include:** ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions ✓ Emergency medical response expenses ✓ Treatment of long-term symptoms or effects of COVID-19.

#### **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services**

**Enumerated eligible uses include:** ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support ✓ Enhanced behavioral health services in schools ✓ Services for pregnant women or infants born with neonatal abstinence syndrome ✓ Support for equitable access to reduce disparities in access to high-quality treatment ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery ✓ Behavioral health facilities & equipment.

#### **Public Health and Safety Staff**

**Enumerated eligible uses include:** ✓ Referrals to trauma recovery services for victims of crime ✓ Community violence intervention programs, including:

- Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance

✓ In communities experiencing increased gun violence due to the pandemic:

- Law enforcement officers focused on advancing community policing
- Enforcement efforts to reduce gun violence, including prosecution
- Technology & equipment to support law enforcement response.

#### **Covered Public Health and Safety Staff**

- Employees of public health departments directly engaged in public health matters and related supervisory personnel.
- This includes payroll and covered benefits expenses for public health department staff to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.



- This can also include payroll, covered benefits, and other costs associated with rehiring public health staff up to the pre-pandemic staffing level of the government

#### **Improving the Design and Execution of Public Health Programs**

- This includes engaging in planning and analysis to improve programs addressing the COVID-19 pandemic, including through the use of targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis
- Examples (provided by WALHDAB) that could be included Communicable Disease Training public health on general communicable disease follow-up to quickly shift gears to respond to a pandemic. The pandemic showed us that public health infrastructure has suffered over the years and the need for trained workers to step into contact tracing roles is essential

#### **Addressing administrative needs, including:**

- Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
- Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data, and case management systems).

#### **Addressing Disparities in Public Health Outcomes**

- Activities are eligible if provided in a Qualified Census Tract (QCT); to families living in QCTs, to populations, households, or geographic areas disproportionately impacted by the pandemic (supported through data), or services provided by Tribal governments
- This includes the activities that facilitate access to resources that improve health outcomes, including services that connect residents with healthcare resources and public assistance programs and build healthier environments, such as funding community health workers to help community members access health services and services to address social determinants of health; funding public benefits navigators to assist community members with benefits and services; housing services to support healthy living environments and neighborhoods, remediation of lead paint or other lead hazards to reduce the risk of elevated blood lead levels among children; and evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic
- This also includes promoting healthy childhood environments, such as new or expanded high-quality childcare to provide safe and supportive care for children; home visiting programs to provide structured visits from health, parent educators, and social service professionals, and enhanced services for child welfare-involved families and foster youth to provide support and training.
- Examples (provided by WALHDAB) that could be included (Please note that within this category, eligibility is based on the first dot point above)

- Evaluate PH programs, performance measures and agency strategic plans by assessing the impacts of COVID-19 on our programs, performance measures, priorities, goals, and strategies.
- Continue to assess the impact of COVID on our program caseload but already know that some have been impacted more than others with an increasing caseload (WIC, STIs). Create one/some PHN or other public health positions to support these programs with service delivery as well as to support COVID surge and other preparedness response activities should our COVID caseloads increase as well
- Strategies to address populations and programs most impacted by COVID include such areas as youth mental health, AODA, parenting, elder abuse, childhood immunizations, and reproductive health, including a focus on how to impact social determinants of health

### **Capital Expenditures**

- Prior approval for capital expenditures must be obtained by DHS. Grantees should email requests to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov) and include justification for the expenditure
- Recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for use of funds.
- Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted agency.
- In undertaking capital expenditures, recipients are encouraged to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Recipients are encouraged to prioritize their procurement employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

### **The following capital projects are generally ineligible:**

- Construction of new correctional facilities as a response to an increase in the rate of crime
- Construction of new congregate facilities to decrease the spread of COVID-19 in the facility
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.

### **Requirements for Purchased Equipment using Federal Funds**

By Treasury's requirements for equipment, to the greatest extent practicable, all equipment purchased with ARPA funds should be American made. Treasury defines equipment as tangible, non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. Subrecipient must maintain an equipment inventory list for all major equipment acquired or furnished under this funding with a unit acquisition cost of \$5,000 or more. At a minimum, the inventory list shall include the description of the item, manufacturer serial and/or identification number, acquisition date, and cost. This list should be maintained and supplied to DHS upon request for equipment inventory reporting purposes.

### **Allowable Expenses**

- Eligible uses of this funding must be in response to COVID-19, or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency (as described above) and unduplicated with other funding sources. To assess whether costs would be eligible, health departments should identify the effect of COVID-19 on public health, including immediate effects and/or effects that may manifest over months or years, and assess how the activity would respond to or address the identified need.
- Payments under this award will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.
- Payments from the Fiscal Recovery Funds may be used only to cover costs incurred by the local or Tribal government from January 1, 2025, through December 31, 2025.

### **Unallowable Expenses**

Funds may not be used for any of the following:

- Extraordinary payments into pension funds to reduce an accrued, unfunded liability incurred before the start of the COVID-19 public health emergency and occurring outside the recipient's regular timing for making such payments. This does not include covered benefits that are part of payroll contributions for employee wages and salaries that are otherwise an eligible use of Fiscal Recovery Funds.
- Funds may not be used as non-Federal matches for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements (e.g., to satisfy Medicaid share).
- Funds may not be used to either directly or indirectly offset a reduction in the tax revenue of the jurisdiction resulting from a covered change during the covered period.

### **Contracting**

The funds will be allocated through the Grant Enrollment, Application and Reporting System (GEARS). Expenses should be reported through the GEARS expense reporting process monthly.

- The GEARS expense report and the ARPA Monthly Financial & Progress Report (MFPR) must be completed monthly and emailed to [dhs600rcars@dhs.wisconsin.gov](mailto:dhs600rcars@dhs.wisconsin.gov) with a copy (CC) to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov).
  - If the grantee does not have expenses for a specific month, a GEARS expense report does not need to be submitted; however, the ARPA MFPR still needs to be submitted monthly for \$0 expense months to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov).
- Local health departments will report on profile 155811 and tribal health departments will report on profile 65811 for GEARS contract year 2025.

**Federal Cost Principles:** as a subrecipient of federal funds, the subrecipient is required to adhere to the following federal regulations: OMG Guidance – 2 CFR Part 200 – Cost Principles, and Audit Requirements for Federal Awards. This guidance can be found at: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

Eligible expenses must be incurred between January 1, 2025, and December 31, 2025. Final GEARS expense reports will be due no later than February 14, 2026. Expense reports submitted after February 14, 2026, will not be reimbursed. By signing the modification, the local or tribal health department is accepting receipt of the funds, signaling their intention to engage in any number of the eligible activities described above, and the terms included in the revised scope. Each jurisdiction can partner with another jurisdiction.

DHS will review total expenditures submitted by June 30, 2025, and assess underspending. DHS reserves the right to work with subrecipients and pull back underspending if there is not a plan in place to spend by December 31, 2025.

### Reporting Requirements

To meet reporting requirements, local and tribal health departments will be required to submit the following reports to DHS by the dates specified below. Failure to deliver reports by due dates may delay payments.

	Due
GEARS Expenditure Reports	Monthly
ARPA Monthly Financial & Progress Report (MFPR)	Monthly

### Invoice and Payment Schedule

The subrecipient shall only submit invoices/expenditure reports to DHS for qualifying approved expenses that comply with services rendered by the terms and conditions of this Agreement/Contract.

- The subrecipient shall submit GEARS expense reports and the ARPA MFPR to DHS via email [dhs600rcars@dhs.wisconsin.gov](mailto:dhs600rcars@dhs.wisconsin.gov) with a copy (CC) to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov).

- If the grantee does not have expenses for a specific month, a GEARS expense report does not need to be submitted; however, the ARPA MFPR still needs to be submitted monthly for \$0 expense to [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov).
- Local health departments will report on profile 155811 and tribal health departments will report on profile 65811 for GEARS contract year 2025.
- Reports must include the subrecipient's name, deliverable/services being invoiced, period rendered, staff hours and any other requirements in the reporting template.
- Reports will be itemized by the line items identified in the budget categories listed on the reporting template.
- Subrecipient's invoice must be approved by DHS before payment will be made. Such approval will not be unreasonably withheld or delayed. Reports and payment requests submitted by any other means may delay processing and validation.
- A final invoice at the termination of the contract will be submitted within forty-five (45) days of the end of the contract and be labeled "final invoice."
- Expense reports submitted after February 14, 2026, will not be reimbursed.

### Special Provisions

Be aware that Treasury may provide more guidance to states regarding this funding. Expect that DHS would convene local and tribal health officers to adapt to any changing grant requirements as well as strategize around alignment across funds.

### Contact

If you have any questions regarding this funding including allowable uses of funding, requests for purchasing of equipment, GEARS reporting requirements, or other questions, please send them to the ARPA Budget and Policy Analyst Kristen Siegel at [DHSDPHBCDInvoices@dhs.wisconsin.gov](mailto:DHSDPHBCDInvoices@dhs.wisconsin.gov).

### Federal Award Information

FAIN (Federal Award Identification Number)	SLFRP0135
Federal Award Date	03/03/2021
Subaward period of Performance Start Date	01/01/2025
Subaward period of Performance End Date	12/31/2025
Amount of Federal Funds obligated (committed) by this action	N/A
Total Amount of Federal Funds obligated (committed)	See Contract
Federal Award Project Description	The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.



Federal Awarding Agency Name (Department)	U S Department of the Treasury
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	DHSContractCentral@dhs.wisconsin.gov
Assistance Listing Number	21.027
Assistance Listing Name	Coronavirus State and Local Fiscal Recovery Funds
Total made available under each Federal award at the time of disbursement	\$1,266,580,313.25
R&D?	No
DPH Indirect Cost Rate	N/A

DEPARTMENT OF HEALTH SERVICES  
Division of Enterprise Services  
F-01788 (03/2022)

STATE OF WISCONSIN

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

<b>SIGNATURE</b> – Official Authorized to Sign Application	Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), if applicable

## Certificate Of Completion

Envelope Id 44C6EAA0-12D8-428B-8F33 34EB36BB7DC4  
Subject 155811 - Franklin HD - 2024 DPH Consolidated Contract - 435100-G25-DPHCC25 26 M1  
Source Envelope  
Document Pages 14 Signatures 0  
Certificate Pages 5 Initials 0  
AutoNav Enabled  
EnvelopeId Stamping Enabled  
Time Zone (UTC 06 00) Central Time (US & Canada)

Status Sent

Envelope Originator  
Yvette Smith  
1 West Wilson St  
Madison WI 53703  
yvettea.smith@dhs.wisconsin.gov  
IP Address 165.189.255.35

## Record Tracking

Status Original  
4/10/2025 9:16:15 AM  
Security Appliance Status Connected  
Storage Appliance Status Connected  
Holder Yvette Smith  
yvettea.smith@dhs.wisconsin.gov  
Pool StateLocal  
Pool DHS

Location DocuSign

Location Docusign

## Signer Events

Lauren Gottlieb  
LLube@franklinwi.gov  
Director of Health and Human Services  
Security Level Email Account Authentication (None)

## Signature

## Timestamp

Sent 4/10/2025 9:18:34 AM  
Viewed 4/10/2025 9:42:47 AM

**Electronic Record and Signature Disclosure**  
Accepted 4/10/2025 9:42:47 AM  
ID 81291e1a-ff71-4a1e-8f82-e464f33c71db

Anna Benton  
anna.benton@dhs.wisconsin.gov  
Security Level Email Account Authentication (None)  
**Electronic Record and Signature Disclosure**  
Accepted 4/8/2025 2:39:30 PM  
ID 6dacc022-da7c-4313-b55a-e93d18fd0656

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

DHS DPH Contract Routing  
dhsdphcontractrouting@dhs.wisconsin.gov  
Security Level Email Account Authentication (None)  
**Electronic Record and Signature Disclosure**  
Not Offered via Docusign

**COPIED**

Sent 4/10/2025 9:18:33 AM

**Carbon Copy Events**

DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**Status****COPIED****Timestamp**

Sent: 4/10/2025 9:18:33 AM

GEARS Contracts

DHSCARSContracts@dhs.wisconsin.gov

Wisconsin Department of Health Services

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**COPIED**

Sent: 4/10/2025 9:18:34 AM

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/10/2025 9:18:34 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Wisconsin Department of Health Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov)

#### **To advise Wisconsin Department of Health Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Wisconsin Department of Health Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Wisconsin Department of Health Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/15/2024
Reports and Recommendations	Motion to approve the Director of Health and Human Services to accept and execute the Alliance WI Youth State Opioid Response (SOR4) Prevention Grant Agreement.	ITEM NUMBER G.12.
<p><b>Background:</b> Community Advocates Inc (CA) is a substance misuse prevention partner in Milwaukee County awarding Alliance WI Youth State Opioid Response (SOR4) Prevention grants to local community coalitions focused on substance misuse prevention. The goals of the SOR4 grant is to support local community coalitions to increase prescription drug/opioid prevention efforts through specific activities.</p> <p>CA has awarded the Franklin Health Department (FHD) a SOR4 grant in the amount of \$12,496.75.</p> <p><b>Analysis:</b> The SOR4 grant would enhance FHD and Volition Franklin efforts around substance misuse prevention. Specifically, this funding would provide the FHD the opportunity to increase education efforts around opioid misuse prevention through the following activities:</p> <ul style="list-style-type: none"> <li>• Drug lock bags for dissemination to the Franklin community</li> <li>• Prescription Drug Deactivation Units for dissemination to the Franklin Community</li> <li>• Public Awareness Campaign for community education purposes</li> </ul> <p>The updated contract has been sent to the City Attorney for review.</p> <p><b>Fiscal Note:</b> The above objectives would occur with approval of this grant funding. There will be no impact to the City of Franklin budget for these expenses.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to approve the acceptance and execution of the Alliance WI Youth State Opioid Response (SOR4) Prevention Grant Agreement for opioid misuse prevention efforts.</p>		

Health Department: MC



COMMUNITY ADVOCATES

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

Agreement Amount: \$12,496.75  
Agreement Term Period: 9/30/2024 to 9/01/2025  
CA Division: Public Policy Institute  
CA Grant Administrator: Kat Becker  
CA Telephone: 651-239-8922  
CA Email: [KBecker@communityadvocates.net](mailto:KBecker@communityadvocates.net)

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

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

**Community Advocates**  
Authorized Representative  
Name: Andi Elliott  
Title: CEO

Signature: Andrea Mallmann-Elliott

Date: 21/03/25

**Grantee**  
Authorized Representative  
Name: Lauren Gottlieb  
Title: Health Officer

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

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



## Contents

1.	DEFINITIONS . . . . .	3
2.	ORDER OF PRECEDENCE . . . . .	4
3.	PARTIES . . . . .	4
4.	PURPOSE AND SCOPE . . . . .	4
	4.1 List of Exhibits . . . . .	4
5.	CONTACT INFORMATION . . . . .	5
6.	PAYMENT FOR GRANT AWARD . . . . .	5
7.	REPORTING . . . . .	5
8.	FEDERAL AND STATE RULES AND REGULATIONS . . . . .	5
9.	AFFIRMATIVE ACTION . . . . .	6
10.	CIVIL RIGHTS COMPLIANCE . . . . .	7
11.	CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION . . . . .	7
12.	SUBGRANT or SUBCONTRACT . . . . .	10
13.	GENERAL PROVISIONS . . . . .	10
14.	ACCOUNTING REQUIREMENTS . . . . .	11
15.	CHANGES IN ACCOUNTING PERIOD . . . . .	11
16.	PROPERTY MANAGEMENT REQUIREMENTS . . . . .	11
17.	AUDITS . . . . .	11
18.	OTHER ASSURANCES . . . . .	14
19.	RECORDS . . . . .	14
20.	CONTRACT REVISIONS AND/OR TERMINATION . . . . .	15
21.	NONCOMPLIANCE AND REMEDIAL MEASURES . . . . .	16
22.	DISPUTE RESOLUTION . . . . .	16
23.	FINAL REPORT DATE . . . . .	17
24.	INDEMNITY . . . . .	17
25.	CONDITIONS OF THE PARTIES' OBLIGATIONS . . . . .	17
26.	GOVERNING LAW . . . . .	17
27.	SEVERABILITY . . . . .	17
28.	ASSIGNMENT . . . . .	17
29.	ANTI-LOBBYING ACT . . . . .	18
30.	DEBARMENT OR SUSPENSION . . . . .	18
31.	DRUG FREE WORKPLACE . . . . .	18
32.	MULTIPLE ORIGINALS . . . . .	18
33.	CAPTIONS . . . . .	18
34.	SPECIAL PROVISIONS, IF APPLICABLE . . . . .	18
35.	NULL AND VOID . . . . .	18
36.	SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS . . . . .	19
37.	FEDERAL AWARD INFORMATION . . . . .	19
38.	GEARS PAYMENT INFORMATION . . . . .	20





## 1. DEFINITIONS

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

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

**Assistance Listing:** refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

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

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

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

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

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

**DHS:** Department of Health Services

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

**Personally Identifiable Information:** an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's



Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

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

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

## 2. ORDER OF PRECEDENCE

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

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

## 3. PARTIES

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

## 4. PURPOSE AND SCOPE

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

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

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

### 4.1 List of Exhibits

Exhibit 1: Application

Exhibit 2: Budget

Exhibit 3: Special Requirements



## 5. CONTACT INFORMATION

CA Grant Administrator

Grant Administrator Name: **Kat Becker**

Telephone: **651-239-8922**

Email: **KBecker@communityadvocates.net**

Grantee Grant Administrator

Grant Administrator Name: **Megan Conway**

Telephone: **414-427-7530**

Email: **mconway@franklinwi.gov**

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

## 6. PAYMENT FOR GRANT AWARD

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

## 7. REPORTING

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

## 8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of CA. The Grantee shall not be deemed or construed to be an employee of CA for any purpose.



C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.

D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity, any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.

E. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: [https://www.govregs.com/regulations/2/200 322](https://www.govregs.com/regulations/2/200%20322)

## 9. AFFIRMATIVE ACTION

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

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

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

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website.

<http://vendornet.state.wi.us/vendornet/doaforms/DOA-3021P.pdf>

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

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



## 10. CIVIL RIGHTS COMPLIANCE

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

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

[FOR USDA/FNS GRANT:] In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title

VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

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

Department of Health Services  
Civil Rights Compliance  
Attn: Civil Rights Compliance Officer  
1 West Wilson Street, Room 651  
P.O. Box 7850  
Madison, WI 53707-7850





Telephone: (608) 267-4955 (Voice) 711 or 1-800-947-3529 (TTY)

Fax: (608) 267-1434

Email: [DHSCRC@dhs.wisconsin.gov](mailto:DHSCRC@dhs.wisconsin.gov)

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

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

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

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

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

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. CA or DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

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

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



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

- A. *Reporting to CA:* Grantee shall immediately report within five (5) business days to CA any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with CA's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by CA or DHS for those activities.
- B. *Indemnification* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless CA and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by CA in the enforcement of this section.
- C. *Equitable Relief* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to CA, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that CA, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to CA or the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. CA and DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
  - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
  - 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

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



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

This Section shall survive the termination of the Agreement.

## 12. SUBGRANT or SUBCONTRACT

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

## 13. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by CA for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at  

Wisconsin Ethics Commission  
PO Box 7125  
Madison, WI 53707-7125 Fax  
(608) 264-9319
- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis Stat chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.



#### 14. ACCOUNTING REQUIREMENTS

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

#### 15. CHANGES IN ACCOUNTING PERIOD

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

#### 16. PROPERTY MANAGEMENT REQUIREMENTS

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

#### 17. AUDITS

- A. *Requirement to Have an Audit* Unless waived by CA, the Grantee shall submit an annual audit to CA if the total amount of annual funding provided by CA (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by CA, the Grantee shall consider both (a) funds provided through direct Grants with CA, and (b) funds from CA passed through another agency which has one or more Grants with the Grantee.



B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
- DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.

C. *Source of Funding* CA shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state and local funds constituting the agreement.

D. *Reporting Package.* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to CA a reporting package which includes all of the following:

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

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

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

E. *Audit Due Date* Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the





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

F. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to

[DHSAuditors@Wisconsin.gov](mailto:DHSAuditors@Wisconsin.gov) with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Subrecipient Records:* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of CA and DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of CA and DHS to conduct or arrange for other audits or review of federal or state programs. CA and DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

H. *Access to Auditor's Work Papers:* The auditor shall make audit work papers available upon request to the auditee, CA, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

I. *Failure to Comply with the Audit Requirements.* CA or DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide CA or DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements.

Examples of situations when sanctions may be warranted include:

- i The auditee did not have an audit.
- ii The auditee did not send the audit to CA or DHS or another granting agency within the original or extended audit deadline.
- iii The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
- iv The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements
- v The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

J. *Sanctions* CA or DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

1. Requiring modified monitoring and/or reporting provisions;
2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
3. Disallowing the cost of audits that do not meet these standards;
4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
5. Charging the auditee for all loss of federal or state aid or for penalties assessed to CA or DHS because the auditee did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
7. Discontinuing contracting with the auditee; and/or
8. Taking other action that CA or DHS determines is necessary to protect federal or state pass-through funding

K. *Closeout Audits:* An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by CA or DHS upon written request from the sub recipient/contractor,



except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts CA or DHS prior to beginning the audit. CA, DHS, or its representatives, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by CA or DHS, is the responsibility of the auditee. CA or DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, CA or DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

## **18. OTHER ASSURANCES**

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

## **19. RECORDS**

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



## 20. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with CA the terms and conditions of this Agreement or any part thereof in such circumstances as:
1. Increased or decreased volume of services.
  2. Changes required by state and federal law or regulations or court action.
  3. Increase or reduction in the monies available affecting the substance of this Agreement
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for CA to terminate this Agreement.
- C. *Non-Appropriation*: CA reserves the right to cancel this Agreement in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Agreement.
- D. *Termination for Cause* CA may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure. The Grantee may terminate the Agreement after providing CA one hundred and twenty (120) calendar days written notice of CA's right to cure a failure of CA to perform under the terms of this Agreement. Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration. Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by CA.
- E. *Termination for Convenience* either party may terminate this Agreement at any time, without cause, by providing a written notice. CA must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify CA at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements. In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement. The Grantee shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of CA, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of CA, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.
- F. *Cancellation* CA reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
  2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
  3. Makes an assignment for the benefit of creditors;
  4. Fails to follow the sales and use tax certification requirements of Wis Stat § 77.66,
  5. Incurs a delinquent Wisconsin tax liability;
  6. Fails to submit a non-discrimination or affirmative action plan as required herein;
  7. Fails to follow the non-discrimination or affirmative action requirements of subch II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
  8. Becomes a federally debarred Grantee,
  9. Is excluded from federal procurement and non-procurement Agreements,
  10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement,



- 11 Fails to maintain the confidentiality of CA's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
- 12 Grantee performance threatens the health or safety of a state employee or state customer.

## 21. NONCOMPLIANCE AND REMEDIAL MEASURES

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

## 22. DISPUTE RESOLUTION

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

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



### **23. FINAL REPORT DATE**

- A. Expenses incurred during the Agreement period but reported later than **20 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by CA. In the event this occurs, an alternate payment process as determined by CA would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

### **24. INDEMNITY**

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

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

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

### **26. GOVERNING LAW**

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

### **27. SEVERABILITY**

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

### **28. ASSIGNMENT**

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



## **29. ANTI-LOBBYING ACT**

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

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon Department request.

## **30. DEBARMENT OR SUSPENSION**

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

## **31. DRUG FREE WORKPLACE**

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

## **32. MULTIPLE ORIGINALS**

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

## **33. CAPTIONS**

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

## **34. SPECIAL PROVISIONS, IF APPLICABLE**

The following special provisions are required:

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

## **35. NULL AND VOID**

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





### 36. SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>

The State of Wisconsin is committed to the promotion of MBEs and DVBs in the State's purchasing program. The Grantee is strongly urged to use due diligence to further this policy by awarding Subcontracts or Subgrants to MBEs and DVBs or by using such enterprises to provide goods and services incidental to this Agreement.

The Grantee shall furnish appropriate monthly information about its efforts to subcontract/subgrant with MBEs and DVBs, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBs, as well as the services and goods they provide, is available at: <https://wisdp.wi.gov/Search.aspx>

After completion of this Agreement, the Grantee shall report to DHS any amount of this Agreement that was subcontracted/subgranted to DOA certified MBEs and DVBs.

DHS shall have the right to request any information regarding the use of subcontractors/subgrantees including, but not limited to, MBEs and DVBs. The Grantee shall provide any such information as requested by DHS and within a time period that is specified by DHS.

The Grantee shall submit monthly reports of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers to DHS. A link to the Supplier Diversity Power Form for submitting these reports can be found on the DHS Compliance Documentation page found here: <https://www.dhs.wisconsin.gov/business/compliance.htm>

For the duration of this Agreement, the Grantee shall provide monthly reporting of efforts to subcontract/subgrant with MBEs, DVBs, and other diverse entities/suppliers no later than the 15<sup>th</sup> of the following month.

For questions about reporting, please contact DHS Contract Compliance at [DHSContractCompliance@dhs.wisconsin.gov](mailto:DHSContractCompliance@dhs.wisconsin.gov)

### 37. FEDERAL AWARD INFORMATION

DHS Profile Number	533526
FAIN	H79TI087743
Federal Award Date	9/24/2024
Subaward period of Performance Start Date	9/30/2024
Subaward period of Performance End Date	9/01/2025
Amount of Federal Funds obligated (committed) by this action	\$12,496.75
Federal Award Project Description	Wisconsin State Opioid Response 4



Federal Awarding Agency Name (Department)	U.S. Department of Health & Human Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	93.788
Assistance Listings Name	Opioid STR Department of Health and Human Services Substance Abuse and Mental Health Services Administration
R&D?	No
Indirect Cost Rate	5.70%

### 38. GEARS PAYMENT INFO

<b>DHS GEARS STAFF INTERNAL USE ONLY</b>						
<b>GEARS PAYMENT INFORMATION</b>						
The information below is used by DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.						
GEARS Contract year: 2025						
Agency #	Agency Name	Agency Type	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract	
547463	Community Advocates	90	10/1/2024	9/30/2025	\$368,940	
Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls <sup>1</sup>
533526	ALLIANCE W/ YOUTH SOR4		-	\$368,940	\$368,940	N A
					\$368,940	



## **EXHIBIT 3 Special Requirements**

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

#### **A. PURPOSE**

The purpose of this funding is to assist the State of Wisconsin Department of Health Services (DHS), Division of Care and Treatment Services (DCTS) in coordinating and providing substance use and overdose prevention

This contract is funded by the FY 2024 State Opioid Response (SOR) Grant (Notice of Funding Opportunity No: TI-24-008) from the Substance Abuse and Mental Health Services Administration (SAMHSA). SOR grant funds must be used to provide services or practices that have a proven evidence base and are appropriate for the population(s) of focus. Substance use and overdose prevention efforts are to use evidence-based practices (EBPs) and culturally responsive strategies that promote multidisciplinary prevention activities, ranging from statewide strategies to targeted strategic messaging aimed at high-risk individuals of all ages to reduce and prevent substance use and opioid and stimulant-related overdose fatalities.

The purpose of this funding focuses on supporting local community coalitions to provide opioid related prevention activities. DCTS is partnering with the Alliance for Wisconsin Youth (AWY) Regional Prevention Centers (RPCs) to make funding available to AWY member coalitions. Funding will aid local coalitions with resources to implement specific strategies aimed at reducing the availability of and access to opioids and stimulants for nonmedical purposes and to prevent opioid and/or stimulant overdoses. In addition, the RPCs will implement and/or oversee community coalitions that will implement evidence-based, school-based prevention programs during the grant year. Activities may include, but are not limited to community outreach, prevention initiatives for transition-aged youth (ages 16-24), community education, providing school-based programs, conducting public awareness campaigns, and providing resources such as lockboxes, locking bags, and drug deactivation units. Funds are intended to enhance local coalition-led efforts related to preventing opioid and stimulant use and misuse and NOT supplant current or ongoing prevention efforts.

Objectives include

1. Expand the scope of activities for community coalitions to include promotion of substance use and overdose prevention for transition-aged youth. At least 25% of community coalitions will provide prevention services for transition-aged youth by 2026-2027.
2. Increase the number of community coalitions providing evidence-based, school-based prevention and/or overdose prevention education programs in schools for children aged K-12, including training school staff to provide programming.
3. Provide at least 25 community education/public awareness events per region that promote resources for individuals with opioid and/or stimulant use disorders, provide education and dissemination of opioid overdose reversal medications and drug checking technologies and/or increase proper storage, security, and support proper disposal of prescription medications

#### **B. Required Activities**

The RPCs will develop grant funding applications, available to all coalitions, to aid in implementing specific strategies to reduce access to opioids and stimulants and prevent overdoses.

To apply for funding to support substance use prevention efforts. To accomplish this, RPCS will include the following types of activities

- ☐ Establish a menu option of prevention strategies to support the implementation of best practices in local coalitions' communities that align with the SOR4 objectives



- ☐ Share resources and connect community stakeholders through the coalition infrastructure and align community prevention efforts for addressing risks and protective factors within the community.
- ☐ Raise community awareness about substance use through public awareness campaigns, community education events, speaking engagements, providing resource guides, presentations, fact sheets, brochures, public service announcements, and speaking engagements;
- ☐ Assess and address gaps in medication collection efforts and support additional resources for collection and disposal (permanent drug drop boxes, take back events, prescription deactivation units, prescription drug lock bags and boxes, and takeaway medication return envelopes);
- ☐ Identify and support training of key community sectors, such as first responders and others on overdose death prevention strategies, such as the use of naloxone and partner with entities that currently fund the distribution of naloxone to support first responders;
- ☐ Implement harm reduction and stigma reducing activities which may include distribution of opioid overdose reversal medication and drug checking technologies, community education and outreach, with a focus on communities of high need populations at risk of an overdose;
- ☐ Collaborate with schools to implement evidence-based prevention and/or overdose prevention education curriculum.

### C. Reporting Requirements

Recipients are required to submit programmatic progress reports. Recipients will be notified of the due dates in writing and receive a progress reporting tool to report their data. Recipients will be asked to report on their progress addressing the goals and objectives identified in the contract application. Reporting will include Programmatic Progress Reports (PPR) sent out bi-annually, and quarterly SAMHSA progress reporting. Recipients are also required to comply with all additional data collection requirements of the grant. Recipients shall fully participate in any SAMHSA-sponsored evaluation of the SOR grant program. The submission of these data in the form required by SAMHSA is a requirement of funding. Noncompliance with this requirement may result in restricted access to funding for this year or limited or no access to funding in the future grant year.

The data collection specified by SAMHSA is a required component of the grant; compliance with this requirement will be monitored throughout the performance of the grant and exceptions to data submission will not be made.

### D. Funding Information

HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR § 75. In Subpart E, cost principles are described and allowable and unallowable expenditures for HHS recipients are delineated. 45 CFR § 75 is available at <https://ecfr.federalregister.gov/current/title-45/subtitle-A/subchapter-A/part-75>. Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part § 75 and the standard funding restrictions below. You may also reference the SAMHSA site for grantee guidelines on financial management requirements at <https://www.samhsa.gov/grants/grants-management/policies-regulations/financial-management-requirements>.

Costs will be allowable only to the extent that they are for services provided during the period of OPDIV support. revisions prescribed by 45 CFR 74.48 and 92.36(i)(2) specify termination provisions.

#### *Restrictions*

SAMHSA grant funds must be used for purposes supported by the program during the project period. SAMHSA grant funds may not be used to:

- ☐ Fund services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, ((e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA)), and non-federal funds, third party insurance, and sliding scale self-pay among others. SOR grant funds are to be utilized as a payment of last resort. Other funds must be utilized first when available.



- ☐ Pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags (See 45 CFR 75.421(e)(3))
- ☐ Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. Pay for the purchase or construction of any building or structure to house any part of the program.
- ☐ Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).
- ☐ Pay for meals as they are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the NOFO. (See HHS Policy on the Use of Appropriated Funds for Food)

## E. TERMS AND CONDITIONS

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

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

**Certification and Licensing:** Counties must comply with all local city, county, state and federal requirements for licensing, accreditation, and certification. Tribes must comply with all applicable tribal requirements for licensing, accreditation, and certification for treatment and support services.

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

## F. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

Recipients and subrecipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including:

- ☐ Standard Terms and Conditions for the fiscal year in which the grant was awarded,
- ☐ Department of Health and Human Services (HHS) Grants Policy Statement,
- ☐ SAMHSA's Additional Directives,
- ☐ Requirements of HHS grants administration regulations,
- ☐ Requirements of the authorizing statutes and implementing regulations for the program under which the award is funded,
- ☐ Applicable requirements or limitations in appropriations acts; and
- ☐ Any requirements specific to the particular award



The funding for this grant is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 Code of Federal Regulations (CFR) § 200 as codified by HHS at 45 CFR § 75

□ **Executive Pay:** The Consolidated Appropriations Act, 2021 (Public Law 116-260), Division H, Title II, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II, which is \$221,900.

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

□ **Reporting Program Income:** Program income accrued under the award must be accounted for in accordance with 45 CFR Part 75.307, as applicable. Recipient will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their award by the amount of program income earned.

**Accessibility Provisions:** Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with federal civil rights laws that prohibit discrimination based on race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes ensuring programs are accessible to persons with limited English proficiency and persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See: <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>

**Acknowledgement of Federal Funding:** As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations, and other documents, such as toolkits, resource guides, websites, and presentations describing the projects or programs funded in whole or in part with HHS federal funds. The recipient must clearly state: 1) the percentage and dollar amount of the total costs of the program or project funded with federal money; and 2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

**Conferences:** When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials: *“Funding for this conference was made possible (in part) by (insert grant number) from SAMHSA and the Wisconsin Department of Health Services. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”*

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

**Supplement Not Supplant:** Grant funds may be used to supplement existing activities. Grant funds may not be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant (2 CFR § 200, Appendix XI)

**Mandatory Disclosures:** Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to





violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub-recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

**Trafficking in Persons:** Awards issued by SAMHSA are subject to the requirements of 2 CFR § 175 and 22 USC 7104(g). For the full text of the award term, go to <http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

## **G. SUB-AWARDEES**

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



## CERTIFICATION REGARDING LOBBYING

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

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

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

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

Lauren Gottlieb

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

City of Franklin

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

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

Health Officer

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

State Opioid Response Grant (SOR4)

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



## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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



## APPENDIX A

### State Opioid Response Funding Application: FFY 2024

**Applications must be submitted by 5:00pm on March 3rd, 2025.**

Once complete, please email your application to Kat Becker at [kbecker@communityadvocates.net](mailto:kbecker@communityadvocates.net). Only applications sent via email will be accepted and notice of receipt will be provided.

Do not submit any budget documents as part of your application. Coalitions that are awarded SOR4 funding will be prompted to submit budgets upon acceptance of award.

#### SECTION 1 – CONTACT INFORMATION

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

Coalition name: Volition Franklin

County in which the coalition operates: Milwaukee County

Target service area for SOR project (county, municipality, or zip code): City of Franklin, 53132

Lead agency or fiscal agent name: City of Franklin

Lead agency or fiscal agent address: 9229 W Loomis Rd, Franklin, WI 53132

Contact information (provide two coalition contacts):

Name: Megan Conway

Phone: 414-427-7530

Email: [Mconway@franklinwi.gov](mailto:Mconway@franklinwi.gov)

Name: Ellen Henry

Phone: 414-427-7537

Email: [Ehenry@franklinwi.gov](mailto:Ehenry@franklinwi.gov)

Shipping address (Requested materials will be shipped to this address. DO NOT use a P.O. Box)

Organization name: Volition Franklin

Name of individual contact: Megan Conway

Street address: 9229 W Loomis Rd.

City, State, Zip Code: Franklin, WI 53132



Each SOR strategy has been assigned a dollar value. Coalitions can apply for as many strategies deemed necessary to fill gaps and enhance prevention services in the community, up to \$12,500. Your completed application must include a strategy from at least two category areas. Select the number of units for each strategy and indicate the total dollar amount.

*For example, if you want to request \$5,000 for public awareness campaign materials, select ten units (10 x \$500 = \$5,000). Some materials are only available by the case. If you would like 400 deactivation units, mark "2" in the requested units column and \$1,560 in the total cost column (2 x \$780 = \$1,560).*

Additional quantities of materials or funding may become available. Please use the rightmost column to indicate the **NUMBER (not dollar amount)** of additional units you would like to receive funding to implement. These requests are NOT included in your funding allocation of \$12,500.

*For example, if you would like an additional case of 200 deactivation units, mark "1" in the deactivation unit row.*

Access the funding announcement and complete descriptions of each strategy [here](#).

	Requested units (#)	Cost per unit (\$) <i>Do not make edits to this column</i>	Total cost (\$) (units x cost)	If additional \$ is available... (# of units desired)
<b>Prevention</b>				
Drug takeback event		\$500		
Permanent disposal units (med. drop boxes)		\$500		
Prescription drug deactivation units (Detera)	<u>  6  </u> cases (200 pouches/case)	\$780 per case	\$4,680.00	
Takeaway medication return envelopes	<u>      </u> cases (12 envelopes/case)	\$124 per case		
Prescription drug lock boxes		\$10.20		
Prescription drug lock bags	205 bags	\$9.35	\$1,916.75	
Community education event (prevention)		\$500		



Public awareness campaign		\$500		
<b>Harm Reduction</b>				
Fentanyl test strip education + dissemination		\$500		
Xylazine test strip education + dissemination		\$500		
Community education event (harm reduction)		\$500		
Stigma reduction campaign	11	\$500	\$5,900.00	
Total funding requested from strategies listed above: <u>\$12,500.00</u>				Total additional funding requested if available: \$ _____
<b>Other</b>				
Coalition staff time	_____ hours (up to 520)	_____ (\$/hour rate)	_____ (total cost of staff time)	
School-based prevention programming	\$ requested (up to \$20,000): _____			

Upon completion of sections 1 and 2 above, please proceed to the workplans below.





## State Opioid Response Funding Application: FFY 2024

**Instructions:** Complete the workplans outlined below for each strategy you have selected in your order form. Workplans for strategies you have not selected can remain blank, or you may delete them from your application altogether.

You do NOT need to complete workplans for strategies you are **only** requesting additional funding towards. Should you be awarded funding for these strategies, the RPC will prompt your completion of necessary workplans.

**Strategies:** Prescription drug deactivation units, takeaway medication return envelopes, prescription drug lock boxes and bags  
**Domain:** Prevention - Drug Security and Disposal

Action Step	Details	Person Responsible (including partners)
How will you use this funding? Check all that apply:	<input checked="" type="checkbox"/> Prescription drug deactivation units <input type="checkbox"/> Takeaway medication return envelopes <input type="checkbox"/> Prescription drug lock boxes <input checked="" type="checkbox"/> Prescription drug lock bags	
Where will these supplies be distributed? Provide specific details for each type of supplies. (Throughout the county/tribe, within a specific municipality, etc.)	Supplies will be distributed at the front service counter of the Franklin Health Department and various community events taking place within the City of Franklin.	Volition Franklin-DFC Coordinator
List targeted population(s) of focus for distribution:	Adults will be the area of focus to safely store and secure medication	Volition Franklin/Franklin Health Department- DFC Coordinator
How will the coalition and partnering organizations distribute supplies throughout the identified service area to the targeted population(s)?	In partnership with the Health Department, we will be giving these away at the front desk of the health department and various events held in the City.	Volition Franklin/Franklin Health Department- DFC Coordinator
How will the coalition track distribution efforts (including those of partnering organizations) throughout the identified service area to the targeted population(s)?	In partnership with the Health Department, we will be tracking distribution in accordance with Health Department internal policies.	Volition Franklin/Franklin Health Department- DFC Coordinator
Resources Needed: (consider partnerships, training/TA, and other resources needed to tackle this goal)		
Partnership with the Franklin Health Department is needed to distribute lock bags to community members.		
Data Collection: (what information and measures will be helpful for you as you work on this strategy?)		



*General information to those receiving the med lock bags on the importance of securing medication in lock bags and away from youth. Educating community members to use the medication lock bags*

*Outcomes: (what does success look like in this strategy, and how will you know you've achieved it?)*

*Continued education on importance of securing medication; decreased opioid prescription medication misuse by Franklin community members.*

<b>Strategy: Stigma Reduction Campaign</b>		
<b>Domain: Harm Reduction</b>		
<b>Action Step</b>	<b>Details</b>	<b>Person Responsible (including partners)</b>
<b>Who is the target audience the coalition aims to reach with the public awareness messaging?</b>	City of Franklin residents	Volition Franklin, DFC Coordinator
<b>What public awareness campaign(s) are you planning to use?</b> <i>(Harm Reduction Saves Lives; Courage, Support, and Meds; Carry Hope, Carry Naloxone; etc.)</i>	Wisconsin DHS Dose of Reality Materials to include Carry Hope, Carry Naloxone and Real Talks	Volition Franklin, DFC Coordinator
<b>What materials does the coalition plan to use for awareness raising efforts?</b> <i>(Brochures, toolkits, posters, etc.)</i>	Billboards, Radio Ads	Volition Franklin, DFC Coordinator
<b>Where will materials be distributed?</b> <i>(Throughout the county's/tribe's media market, at specific events, agencies, etc.)</i>	Throughout the City of Franklin via social media, billboards, radio ads.	Volition Franklin, DFC Coordinator
<b>What media methods will the coalition use for public awareness messaging?</b> <i>(Facebook, radio, television, movie theaters, print, etc.)</i>	Facebook, Instagram, billboards, radio or tv ads.	Volition Franklin, DFC Coordinator
<b>How will the coalition track efforts related to this strategy?</b>	Tracking methods will include analytic feedback and impressions from radio stations and billboard partners	Volition Franklin, DFC Coordinator, Radio station (AUDICY), Billboard (CLEAR CHANNEL)
<b>Resources Needed:</b> <i>(consider partnerships, training/TA, and other resources needed to tackle this goal)</i>		
Partnership with the Franklin Health Department, Radio station, and billboard companies are needed to achieve this strategy.		
<b>Data Collection:</b> <i>(what information and measures will be helpful for you as you work on this strategy?)</i>		



*Impression rates from billboard and radio stations on how many community members typically viewed the billboard(s) and how many listened to the proposed radio ad(s). Additional Meta analytics from Volition Franklin Social Media pages (Facebook, Instagram).*

*Outcomes: (what does success look like in this strategy, and how will you know you've achieved it?)*

*Continued education on importance of opioid prevention; decreased stigma and reduction in negative stereotypes related to persons with opioid use disorder, persons seeking help; shift in use of language related to harm reduction; improved community support for substance misuse prevention and harm reduction in the community.*



Submitted by: Megan Conway

Program: SOR-4

CATEGORY	DESCRIPTION
Salaries	
Employee Benefits	
Payroll Taxes	
Professional Fees	
Supplies	Prescription Drug deactivation(Deterra)-\$4,680 00, Prescription Drug Lock Bags- \$1,916 75
Telephone	
Postage	
Occupancy	
Equipment Rental/Maintenance	
Printing	
Employee Travel	
Conferences	
Membership Dues	
Awards and Grants	
Allocated Costs	
Client Transportation	
Depreciation	
Other - Describe	Billboards/Radio Ads for stigma Reduction- \$5,900 00
Other - Describe	



Submitted by: Megan Conway

Program: SOR-4

CATEGORY	AMOUNT	IN KIND OR CASH MATCH	TOTAL PROJECT COST
Salaries	\$ -	\$ -	\$ -
Employee Benefits	\$ -	\$ -	\$ -
Payroll Taxes	\$ -	\$ -	\$ -
Professional Fees	\$ -	\$ -	\$ -
Supplies	\$ 6,596 75	\$ -	\$ 6,596 75
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Occupancy	\$ -	\$ -	\$ -
Equipment Rental/Maintenance	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -
Employee Travel	\$ -	\$ -	\$ -
Conferences	\$ -	\$ -	\$ -
Membership Dues	\$ -	\$ -	\$ -
Awards and Grants	\$ -	\$ -	\$ -
Allocated Costs	\$ -	\$ -	\$ -
Client Transportation	\$ -	\$ -	\$ -
Depreciation	\$ -	\$ -	\$ -
Other - Describe	\$ 5 900	\$ -	\$ 5,900
Other - Describe	\$ -	\$ -	\$ -
Total	\$ 12,496 75	\$ -	\$ 12,496 75

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	<b>Request Common Council Approval to allow the Fire Department to dispose of a decommissioned pickup truck, two decommissioned lawn mowers and miscellaneous surplus equipment</b>	ITEM NUMBER  G.13.

The Fire Department is seeking council approval to dispose of a decommissioned pickup truck, two decommissioned riding lawnmowers and miscellaneous surplus equipment

The pickup truck (Vehicle ID 221) is a 2004 GMC Sierra ¾ ton, 4WD pickup truck with fiberglass cap. This unit previously served as a reserve Battalion Chief / Shift Commander vehicle. With the delivery of a new command vehicle in late 2024 as part of the City's Revolving Equipment replacement plan, this vehicle is no longer needed.

The two riding lawnmowers have not been used in over 5-years, since the Department of Public Works took over the lawn maintenance duties at all three fire stations. They are both in need of mechanical repairs and one unit is over 24 years old.

The group of miscellaneous equipment includes used hand tools, small equipment and other surplus items with estimated value of less than \$100 per item.

The Fire Department proposes selling these items on the online auction site [www.wisconsin-surplus.com](http://www.wisconsin-surplus.com) with any funds recovered being credited to the Equipment Replacement Fund.

### **COUNCIL ACTION REQUESTED**

**Motion to approve the Fire Department request to dispose of a decommissioned pickup truck, two decommissioned lawn mowers and miscellaneous surplus equipment with any recovered funds returned to the Equipment Replacement Fund (42-0221-5811).**



**BLANK PAGE**

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  April 15, 2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 850-0019-000</b>	<b>ITEM NUMBER</b>  G-14.

### **BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2024 tax year. Due to a palpable error, the value has been reduced by \$300.

### **ANALYSIS**

Parcel: 850-0019-000

Owner: Avian Estates LLC

Address: OL #2 W. Greyhawk Ln.

Per the City's Assessor, the initial 2024 assessment was incorrect. Outlot 2 has been dedicated to the City of Franklin for pedestrian and emergency access. Going forward, assessment of this parcel will be exempt.

### **FISCAL NOTE**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$4.87. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will not need to submit any documentation to the Department of Revenue due to the refund amount being below the statutory dollar threshold.

### **RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the tax bill being fully paid, \$4.87 will be directly refunded to the original property owner.

### **COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2025-\_\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 850-0019-000; and direct staff to directly refund the original property owner.

**Finance Dept - DB**

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO 2025-\_\_\_\_\_

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND  
FOR TKN 850-0019-000

-----  
WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74 33 (1)(c), which states that the property is exempt by law from taxation, and a partial rescission and refund of the tax due is appropriate:

Avian Estates LLC  
Outlot 2 W Greyhawk Ln  
Franklin, WI 53132  
(Parcel #850-0019-000) \$4 87

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund to the original property owner in the sum of \$4 87, and

BE IT FURTHER RESOLVED, that the proper City shall have a bad debt expense in the amount of \$4 87, pursuant to Wisconsin State Statutes 74 41, which has a \$250 statutory threshold

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

01-0000-1415	Milwaukee County	\$0
01-0198-5543	City of Franklin	\$4 87
01-0000-1412	MATC	\$0
01-0000-1411	Franklin School District	\$0
01-0000-1413	MMSD	\$0

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Passed at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025

APPROVED:

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

ATTEST

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

AYES\_\_\_\_NOES\_\_\_\_ABSENT\_\_\_\_

STATE OF WISCONSIN  
REAL ESTATE PROPERTY TAX BILL FOR 2024  
CITY OF FRANKLIN  
MILWAUKEE COUNTY

BILL NUMBER: 364538

IMPORTANT Correspondence should refer to parcel number  
See reverse side for important information  
Be sure this description covers your property This description is  
for property tax bill only and may not be a full legal description

CITY OF FRANKLIN

ACRES 0 070

CITY OF FRANKLIN  
9229 W LOOMIS RD  
FRANKLIN WI 53132

AVIAN ESTATES, NW 22-5-21, OUTLOT 2

Property Address W GREYHAWK LN UNIT OL

Parcel # 8500019000

Assessed Value Land 300  
Ass d Value Improvements  
Total Assessed Value 300

Ave Assmt. Ratio 0 9965  
Net Assessed Value Rate (Does NOT reflect credits) 0 016227602

Est. Fair Mkt. Land 300  
Est. Fair Mkt. Improvements  
Total Est Fair Mkt. 300

A Star In this box means Unpaid Prior Year Taxes  
School taxes reduced by school levy tax credit \$0 47

Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist	2024 Est. State Aids Allocated Tax Dist	2023 Net Tax	2024 Net Tax	% Tax Change
MILWAUKEE COUNTY	4,350,816	4,354,589			0 95 100 0%
CITY OF FRANKLIN	3,420,529	3,538,487			1 15 100 0%
FRANKLIN SCHOOL DIST	33,198,986	35,343,914			2 16 100 0%
MMSD					0 37 100 0%
MATC	4,518,534	4,549,722			0 24 100 0%

Total 45,488,865 47,786,712 4 87 100 0%

First Dollar Credit  
Lottery & Gaming Credit  
Net Property Tax

4 87 100 0%

Make Check Payable to  
CITY OF FRANKLIN  
TREASURER  
9229 W LOOMIS ROAD  
FRANKLIN WI 53132-9728  
414-425-4770

Full Payment Due On or Before January 31, 2025  
\$4 87

Net Property Tax 4 87

Or pay the following installments to  
4 87 DUE BY 01/31/2025  
0 00 DUE BY 03/31/2025  
0 00 DUE BY 05/31/2025

FOR TREASURERS USE ONLY

PAYMENT  
BALANCE  
DATE

FOR INFORMATIONAL PURPOSES ONLY  
Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FRANKLIN SCHOOL DIST	1 4	13	0 r
FRANKLIN SCHOOL DIST	r 446 3	33	2 r

TOTAL DUE FOR FULL PAYMENT

Pay By January 31 2025

\$ 4.87

Warning If not paid by due dates installment option is lost  
and total tax is delinquent subject to interest and if applicable,  
penalty Failure to pay on time See reverse

PA-886/3 (R 8-15)

PLEASE RETURN LOWER  
PORTION WITH REMITTANCE

CITY OF FRANKLIN  
TREASURER  
9229 W LOOMIS ROAD  
FRANKLIN WI 53132-9728

REAL ESTATE PROPERTY TAX BILL FOR 2024

Bill #. 364538

Parcel #: 8500019000

Alt Parcel #:

Total Due For Full Payment \$4.87  
Pay to Local Treasurer By Jan 31, 2025

OR PAY INSTALLMENTS OF

1ST INSTALLMENT

Pay to Local Treasurer

\$4.87

BY January 31 2025

2ND INSTALLMENT

Pay to Local Treasurer

\$0.00

BY March 31 2025

3RD INSTALLMENT

Pay to Local Treasurer

\$0.00

BY May 31 2025

☐ Check For Billing Address Change

CITY OF FRANKLIN  
9229 W LOOMIS RD  
FRANKLIN WI 53132

FOR TREASURERS USE ONLY

PAYMENT

BALANCE

DATE

Name	Avian Estates		
Parcel ID	850-0019-000		
Assessed Value -	Original	\$300	
Assessed Value -	Revised	\$0	
Payments Due		-300	
Lottery Credit/First Dollar		0 00	0 00
1/31		2 44	2 44
3/31		1 22	1 22
5/31		1 22	1 22
		<u>4 87</u>	<u>4 87</u>

		2024	Original	Adjusted		State
		Rate	Amount	Amount	Difference	Report
	GL A/R Acct					Difference
State Tax		0 0000000	0 00	0 00	0 00	0 00
Milwaukee County	01 0000 1415	3 1524053	0 95	0 00	0 95	0 87
Sales Tax Credit		0 0000000	0 00	0 00	0 00	
City of Franklin	01 0198 5543	3 8327391	1 15	0 00	1 15	1 04
MATC (VTAE)	01 0000 1412	0 8033489	0 24	0 00	0 24	0 22
1 Franklin Schools	01 0000 1411	8 7803398	2 63	0 00	2 63	2 40
State School Levy credit		-1 5825460	-0 47	0 00	-0 47	
MMSD	01 0000 1413	1 2413147	0 37	0 00	0 37	0 34
		<u>16 2276018</u>	<u>4 87</u>	<u>0 00</u>	<u>4 87</u>	<u>4 87</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

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

Franklin Schools	01 0000 1411	8 7803398
Oak Creek/Franklin Schools	01 0000 1418	7 1856896
Whitnall Schools	01 0000 1419	7 2005082
No Sewer		0 0000000

TOTAL

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  April 15, 2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 748-9981-002</b>	<b>ITEM NUMBER</b>  G.15.

### **BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2024 tax year. Due to a palpable error, the value has been reduced by \$23,000.

### **ANALYSIS**

Parcel: 748-9981-002

Owner: Mark Van Hart

Address: 6789 S. North Cape Rd.

Per the City's Assessor, the initial 2024 assessment was incorrect. The City Assessor confirmed a correction to the water source listed on the property and deemed a reduction due to the water source being well water.

### **FISCAL NOTE**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$79.56. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$257.33.

### **RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined. Due to the tax bill being fully paid, \$336.89 will be directly refunded to the property owner.

### **COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2025-\_\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 748-9981-002; and direct staff to directly refund the property owner.

**Finance Dept - DB**



STATE OF WISCONSIN CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO 2025-\_\_\_\_\_

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND  
FOR TKN 748-9981-002

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

Mark & Carmen Van Hart	
6789 S North Cape Rd	
Franklin, WI 53132	
(Parcel #748-9981-002)	\$336 89

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund to the property owner in the sum of \$336 89, and

BE IT FURTHER RESOLVED, that the proper City shall have a bad debt expense in the amount of \$79 56, pursuant to Wisconsin State Statutes 74 41, which has a \$250 statutory threshold

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

01-0000-1415	Milwaukee County	\$65 43
01-0198-5543	City of Franklin	\$79 56
01-0000-1412	MATC	\$16 67
01-0000-1419	Whitnall School District	\$149 46
01-0000-1413	MMSD	\$25 77

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Passed at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2025

APPROVED:

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

ATTEST

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

AYES\_\_\_\_NOES\_\_\_\_ABSENT\_\_\_\_

STATE OF WISCONSIN  
REAL ESTATE PROPERTY TAX BILL FOR 2024  
CITY OF FRANKLIN  
MILWAUKEE COUNTY

CARMEN R VAN HART  
MARK R VAN HART  
6789 S NORTH CAPE RD  
FRANKLIN WI 53132-1400

VAN HART, CARMEN R

**BILL NUMBER: 356586**

**IMPORTANT:** Correspondence should refer to parcel number  
See reverse side for important information.  
Be sure this description covers your property. This description is  
for property tax bill only and may not be a full legal description

ACRES 1.093

CERTIFIED SURVEY MAP NO 1873 SE 6 5 21 LOT 2

**Property Address:** 6789 S NORTH CAPE RD

<b>Assessed Value Land</b>	<b>Ass'd. Value Improvements</b>	<b>Total Assessed Value</b>
153,500	397,100	550,600

**Parcel #:** 7489981002

**Alt. Parcel #:**

<b>Ave Assmt. Ratio</b>	<b>Net Assessed Value Rate</b> (Does NOT reflect credits)	0.9965	0.014647770
-------------------------	--	--------	-------------

<b>Est. Fair Mkt. Land</b>	<b>Est. Fair Mkt. Improvements</b>	<b>Total Est. Fair Mkt.</b>
154,000	398,500	552,500

<b>A Star in this box</b> means Unpaid Prior Year Taxes	<b>School taxes reduced by</b> school levy tax credit	\$ 871.35
---	--	-----------

Taxing Jurisdiction	2023	2024	2023	2024	% Tax Change
	Est. State Aids Allocated Tax Dist.	Est. State Aids Allocated Tax Dist.			
MILWAUKEE COUNTY	4,350,816	4,354,589	1,600.29	1,735.71	8.5%
CITY OF FRANKLIN	3,420,529	3,538,487	1,922.64	2,110.31	9.8%
WHITNALL SCHOOL DIST	2,263,400	2,382,559	2,777.42	3,093.25	11.4%
MMSD			627.41	683.47	8.9%
MATC	4,518,534	4,549,722	408.78	442.32	8.2%

<b>Total</b>	14,553,279	14,825,357	7,336.54	8,065.06	9.9%
--------------	------------	------------	----------	----------	------

<b>First Dollar Credit</b>	64.37	65.36	1.5%
<b>Lottery &amp; Gaming Credit</b>	239.61	210.44	-12.2%
<b>Net Property Tax</b>	7,032.56	7,789.26	10.8%

**Make Check Payable to:**  
CITY OF FRANKLIN  
TREASURER  
9229 W LOOMIS ROAD  
FRANKLIN WI 53132-9728  
414-425-4770

**Full Payment Due On or Before January 31, 2025**  
\$7,948.86

**Net Property Tax** 7,789.26  
2025 GARBAGE & RECYCLING 159.60

**Or pay the following Installments to:**  
3949.02 DUE BY 01/31/2025  
1999.92 DUE BY 03/31/2025  
1999.92 DUE BY 05/31/2025

**FOR TREASURERS USE ONLY**

PAYMENT  
BALANCE  
DATE

**FOR INFORMATIONAL PURPOSES ONLY**  
Voter Approved Temporary Tax Increases

**Taxing Jurisdiction**  
WHITNALL SCHOOL DIST

<b>Total</b>	<b>Total Additional Taxes</b>	<b>Year</b>
Additional Taxes	Applied to Property	Increase Ends
\$36,143.16	1,230.16	2044

**TOTAL DUE FOR FULL PAYMENT**  
Pay By January 31, 2025  
\$ 7,948.86  
**Warning:** If not paid by due dates, installment option is lost  
and total tax is delinquent subject to interest and if applicable,  
penalty. Failure to pay on time. See reverse.

**PLEASE RETURN LOWER  
PORTION WITH REMITTANCE**

**REAL ESTATE PROPERTY TAX BILL FOR 2024**

**Bill #:** 356586

**Parcel #:** 7489981002

**Alt. Parcel #:**

**Total Due For Full Payment** \$7,948.86  
Pay to Local Treasurer By Jan 31, 2025

**OR PAY INSTALLMENTS OF**

<b>1ST INSTALLMENT</b> Pay to Local Treasurer \$3,949.02 BY January 31, 2025	<b>2ND INSTALLMENT</b> Pay to Local Treasurer \$1,999.92 BY March 31, 2025
<b>3RD INSTALLMENT</b> Pay to Local Treasurer \$1,999.92 BY May 31, 2025	

☐ Check For Billing Address Change

CARMEN R VAN HART  
MARK R VAN HART  
6789 S NORTH CAPE RD  
FRANKLIN WI 53132-1400

**FOR TREASURERS USE ONLY**  
PAYMENT  
BALANCE  
DATE

Name	Mark Van Hart		
Parcel ID	748-9981-002		
Assessed Value -	Original	\$550,600	
Assessed Value -	Revised	\$527,600	
Payments Due	-23,000		
Lottery Credit/First Dollar		275 76	275 76 0 00
1/31		4,032 53	3,864 09 168 45
3/31		2,016 27	1,932 04 84 22
5/31		2,016 27	1,932 04 84 22
		<u>8,065 06</u>	<u>7,728 17 336 89</u>

		2024 Rate	Original Amount	Adjusted Amount	Difference	State Report Difference
	GL A/R Acct					
State Tax		0 0000000	0 00	0 00	0 00	0 00
Milwaukee County	01 0000 1415	3 1524053	1,735 71	1,663 21	72 50	65 43
Sales Tax Credit		0 0000000	0 00	0 00	0 00	
City of Franklin	01 0198 5543	3 8327391	2,110 31	2,022 15	88 16	79 56
MATC (VTAE)	01 0000 1412	0 8033489	442 32	423 85	18 47	16 67
3 Whitnall Schools	01 0000 1419	7 2005082	3,964 60	3,798 99	165 61	149 46
State School Levy credit		-1 5825460	-871 35	-834 95	-36 40	
MMSD	01 0000 1413	1 2413147	683 47	654 92	28 55	25 77
		<u>14 6477702</u>	8,065 06	7,728 17	336 89	336 89

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

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

Franklin Schools	01 0000 1411	8 7803398
Oak Creek/Franklin School	01 0000 1418	7 1856896
Whitnall Schools	01 0000 1419	7 2005082
No Sewer		0 0000000

TOTAL

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  4/15/2025
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Funding Oversight and Financial Reporting Accountability for Public Programs (Senior Citizen Group, Senior Travel Program, St. Martins Fair, and Civic Celebration)</b>	<b>ITEM NUMBER</b>  G.16.

#### **BACKGROUND AND RATIONALE:**

The City currently supports several longstanding public programs through direct funding, personnel deployment, and logistical support. These include the Senior Citizen Group, the Senior Travel Program, the St. Martins Fair, and the Civic Celebration. Each of these programs brings value to the community; however, all must also be subject to the same fiscal responsibility expected of City operations and staff.

**Senior Citizen Group:** Since 2014, this group has consistently remained within its budget. However, it has not followed the required financial reporting to the Common Council, due biannually in January and July. With the recent leadership change and outreach already made by the new president to obtain reporting information, compliance is expected moving forward.

**Senior Travel Program:** This program also remained within budget each year since 2014, with the exception of 2024, when it exceeded its budget by approximately \$500. Despite multiple outreach attempts by the City, the group has not responded or submitted the required biannual financial reporting to the Common Council, making them out of compliance with Council expectations.

**St. Martins Fair:** Significant budget overruns, largely driven by personnel costs, are reported. Approximately 50% of the program's costs are spent on staffing—including overtime for clerks required to work Sundays, and an excessive police presence. This is despite the Fair committee's responsibility to perform permit checks and coordination on the ground.

**Civic Celebration:** The program continues to operate at a deficit, with year-over-year budget increases requested despite stagnant private fundraising. These patterns raise concerns about sustainability and fairness to taxpayers.

As operating costs rise citywide and staff wage increases remain below CPI, Council must assess whether continued or expanded funding for these events aligns with current fiscal priorities. Either tighter constraints or additional revenue will be necessary.

#### **ANALYSIS:**

The Council should consider the following corrective options:

1. Cancel one or both events.
2. Require increased fundraising from organizing committees.
3. Increase ticket prices to generate additional revenue.
4. Provide consistent and increased annual taxpayer funding, with the understanding that this reduces funding for other city operations.
5. Reduce city personnel services allocated to each event (e.g., DPW, Police, Clerks).
6. Reduce the scale of each event (eliminate fireworks, bands, use alternative vendors).
7. Consider any other recommendations the Council deems appropriate.

It should also be noted that the 2026 budget will require a transfer from taxpayer dollars or state aid to stabilize the St. Martins Fair fund and return it to solvency. This should be clearly stated in any future budget narratives or actions.

**FISCAL NOTE:**

- St. Martin's Fair and Civic Celebration both show sustained deficits with significant personnel and non-personnel costs exceeding revenues.
- In 2026, the City would need to contribute approximately \$135,000 in taxpayer funds to restore the St. Martin's Fair to a positive fund balance.
- The Civic Celebration saw a net loss of \$21,344.39 in 2024, following deficits in 2022 and 2023. Despite a temporary post-COVID surplus in 2021, the fund is expected to enter a deficit again in 2025 or 2026 without corrective action.
- City personnel services comprise roughly 50% of program costs for both events, highlighting the need for cost containment or restructuring.

**RECOMMENDATION:**

It is recommended that the Common Council:

- Direct all city-supported public programs to comply with existing financial reporting requirements as a condition of future budget support.
- Reevaluate funding levels and staff support for the St. Martins Fair and Civic Celebration in light of persistent deficits and disproportionate personnel costs.
- Establish a policy or framework that ensures parity between city operational budget constraints (e.g., 2% wage increases for staff) and expectations placed on public program spending and staffing.

**COUNCIL ACTION REQUESTED**

Motion to require financial compliance from all city-supported public programs and to direct staff to review current budget levels, personnel support, and reporting expectations for the Senior Citizen Group, Senior Travel Program, St. Martins Fair, and Civic Celebration, with recommendations for potential restructuring, funding adjustments, or policy revisions to be brought forward at a future meeting.

OR as council deems appropriate.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 15, 2025
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend §36-1A.(10) Financial Disclosure, Environmental Commission, of the Municipal Code, and §15-10 0208 Special Exceptions to Stream, Shore Buffer, Navigable Water-Related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, Subsections B. and B 2.d.x1) of the Unified Development Ordinance, to Remove “Environmental Commission”, and to Replace “Environmental Commission” with “Parks Commission”, Respectively	ITEM NUMBER  G.17.

A copy of the above Ordinance draft is annexed hereto. As stated therein, following the Municipal Code §10-14 Environmental Commission repeal and rescind removal of the Environmental Commission and the transfer of its duties to the Parks Commission by Ordinance No. 2025-2660, adopted by the Common Council at the January 21, 2025 Common Council meeting, there are two remaining provisions in the Code and the Unified Development Ordinance referencing the Environmental Commission which need to be amended. Portions of the two provisions are below with the Environmental Commission mentions highlighted.

§15-10 0208B Special Exception Grant to the Shore Buffer, Navigable Water-Related, Wetland, Wetland Buffer, and Wetland Setback Regulations and for Improvements or Enhancements to a Natural Resource Feature The Common Council, after a public hearing before and the review and recommendation of the Plan Commission, and the review and recommendation of the *Environmental Commission*, provided it is submitted to the Common Council within 45 days of the *Environmental Commission's* receipt of a copy of the application for the Special Exception, may grant a Special Exception to the stream, shore buffer, wetland, wetland buffer, and wetland setback regulations of this Ordinance and for improvements or enhancements to a natural resource feature. If the Plan Commission does not hold the public hearing and deliver its recommendation to the Common Council within 45 days of the date of the filing of the application for the Special Exception, the Common Council may hold the public hearing and make its determination without receiving such recommendation. The public hearing shall be preceded by a class 2 notice, under Ch 985, Stats and notice to the applicant and to all owners of properties or portions of properties within 500 feet of the lands described in the application, mailed not less than 10 days prior to the hearing, with the ownership to be determined by the records on file in the Office of the City Assessor, notice to one of joint or in common owners being notice to all. Upon the hearing the Chairman shall explain the purpose of the hearing and describe how testimony will be received, present a brief summary of the application and any recommendation received from the Plan Commission or the *Environmental Commission*, afford each interested person or a representative the opportunity to present facts, opinions or arguments at the hearing, administer an oath or affirmation to any person appearing, and keep a record of the hearing by way of a recording device. Upon the hearing, the Chairman may limit oral presentations if the hearing would be unduly lengthened by repetitious testimony, question or allow others present to question the persons appearing, and continue or postpone the hearing to a specified date, time and place.

2 d x1) A recommendation from the *Environmental Commission* as well as a review and recommendation prepared by an *Environmental Commission*-selected person knowledgeable in natural systems, and

§36-1A (10) *Environmental Commission* Chairperson and Commission members [one of (36) Subsections ]

### COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend §36-1A (10) Financial Disclosure, Environmental Commission, of the Municipal Code, and §15-10 0208 Special Exceptions to Stream, Shore Buffer, Navigable Water-Related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, Subsections B and B 2 d x1) of the Unified Development Ordinance, to Remove “Environmental Commission”, and to Replace “Environmental Commission” with “Parks Commission”, Respectively



## ORDINANCE NO. 2025-\_\_\_\_

AN ORDINANCE TO AMEND §36-1A.(10) FINANCIAL DISCLOSURE, ENVIRONMENTAL COMMISSION, OF THE MUNICIPAL CODE, AND §15-10.0208 SPECIAL EXCEPTIONS TO STREAM, SHORE BUFFER, NAVIGABLE WATER-RELATED, WETLAND, WETLAND BUFFER AND WETLAND SETBACK PROVISIONS, AND IMPROVEMENTS OR ENHANCEMENTS TO A NATURAL RESOURCE FEATURE, SUBSECTIONS B. AND B.2.d.xi) OF THE UNIFIED DEVELOPMENT ORDINANCE, TO REMOVE “ENVIRONMENTAL COMMISSION”, AND TO REPLACE “ENVIRONMENTAL COMMISSION” WITH “PARKS COMMISSION”, RESPECTIVELY

---

WHEREAS, the Common Council adopted Ordinance No. 2025-2660, An Ordinance to Amend §10-7 Parks Commission, of the Municipal Code to Add and Incorporate the Powers and Duties of the Environmental Commission and to Add the Current Members Thereof to be Members of the Parks Commission, and to Repeal and Rescind §10-14 Environmental Commission, of the Municipal Code, and

WHEREAS, subsequent thereto, there do remain two provisions in the Municipal Code and the Unified Development Ordinance which reference the Environmental Commission, which should be amended to remove the Environmental Commission, which existence has been removed from the Municipal Code and Unified Development Ordinance, to be replaced with the Parks Commission now performing the previous duties of the Environmental Commission

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

SECTION 1:           §36-1A.(10) Financial disclosure, “Environmental Commission: Chairperson and Commission members.” be and the same is hereby amended as follows: delete: “Environmental Commission: Chairperson and Commission members.”, and in place thereof insert: “[Reserved]”.

SECTION 2:           §15-10.0208 Special Exceptions to Stream, Shore Buffer, Navigable Water-Related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, Subsections B. and B.2.d.xi) of the Unified Development Ordinance, be and the same are hereby amended as follows: delete: “Environmental Commission”, and in places thereof insert: “Parks Commission”.

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.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2025, by Alderperson \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

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

ATTEST:

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

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

# Search Results


## § 10-14 Environmental Commission.

 **Code** / Ch 10 Boards and Commissions

by Ord No 2000-1589 ] Membership The Environmental Commission shall consist of seven members, including one shall be one year. Powers and duties The Environmental Commission shall Review and recommend policies and .

environmental commission (3)

## § 15-10.0208 Special Exceptions to Stream, Shore Buffer, Navigable Water-Related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature.

 **Code** , Ch UDO Unified Development Ordinance Ch UDO Pt 10 Commissions and Boards Ch UDO Pt 10 Div 0200 Board of Zoning and Building Appeals

and the review and recommendation of the Environmental Commission, provided it is submitted to the Common Council .. received from the Plan Commission or the Environmental Commission, afford each interested person or a .

environmental commission (3)

## § 36-1 Financial disclosure.

 **Code** / Ch 36 Financial Disclosure Statements

Finance Officer, Human Resources Coordinator and Assistant to the Human Resources Coordinator. Environmental Commission Chairperson and Commission members Building inspection Building Inspector, Assistant Building .

environmental commission (1)

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>April 15, 2025</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<i>City of Franklin v BPC Master Developer, LLC and Michael Zimmerman</i> , Milwaukee County Circuit Court Case No 24-CV-7479 and Tax Incremental District No. 5 Development Agreement — 2024 Shortfall Payment. 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	<b>ITEM NUMBER</b>  G.18.

### **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 *City of Franklin v BPC Master Developer, LLC and Michael Zimmerman*, Milwaukee County Circuit Court Case No 24-CV-7479 litigation and/or possible litigation related to the 2024 shortfall payment under the TID 5 Development Agreement, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate

**BLANK PAGE**

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 15, 2025
REPORTS AND RECOMMENDATIONS	Potential Acquisition of the Property at 9371 West Loomis Road (Tax Key No 801-9995-000, 1 565 acres) and the Property Adjacent Thereto (Tax Key No. 801-9996-000, 3.629 acres) for Public Services Use(s) and Public Facilities Purposes The Common Council may enter closed session pursuant to Wis. Stat § 19 85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of the property at 9371 West Loomis Road (Tax Key No 801-9995-000, 1.565 acres) and the property adjacent thereto (Tax Key No. 801-9996-000, 3.629 acres)for public services use(s) and public facilities purposes, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER  G. 19.

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis Stat. § 19 85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of the property at 9371 West Loomis Road (Tax Key No 801-9995-000; 1 565 acres) and the property adjacent thereto (Tax Key No 801-9996-000; 3 629 acres) for public services use(s) and public facilities purposes, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate



**BLANK PAGE**

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 04/15/2025</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM 02/NUMBER H.</b>
<p>See attached License Committee Meeting Minutes from the License Committee Meeting of April 15, 2025.</p> <p><b>COUNCIL ACTION REQUESTED</b></p> <p>Approval of the Minutes of the License Committee Meeting of April 15 2025.</p>		

CITY CLERK'S OFFICE



414-425-7500

**License Committee Agenda\***  
**Franklin City Hall Aldermen's Room**  
**9229 West Loomis Road, Franklin, WI**  
**April 15, 2025 – 5:15 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2024-2025 New 5:15 p.m.	Xavier Mendoza Milwaukee Burger Company			
Operator 2024-2025 New	Yana Gensler The Rock Sports Complex			
Operator 2024-2025 New	Tenesha Thomas-Leflore Walgreen’s #15020			
Operator 2024-2025 New	Elizabeth Woodward The Rock Sports Complex			
Operator 2024-2025 New	Carly Balaban The Rock Sports Complex			
Operator 2025-2026 Renewal	Carly Balaban The Rock Sports Complex			
Operator 2024-2025 New	Brock Conover-Sturch Walgreen’s #15020			
Operator 2025-2026 Renewal	Brock Conover-Sturch Walgreen’s #15020			
Operator 2024-2025 New	Frank Janiszewski Xaverian Missionaries			
Operator 2025-2026 Renewal	Frank Janiszewski Xaverian Missionaries			

<b>Operator 2024-2025 New</b>	<b>Amie Johnson</b> Luxe Golf/Dog Haus/Brick			
<b>Operator 2025-2026 Renewal</b>	<b>Amie Johnson</b> Luxe Golf/Dog Haus/Brick			
<b>Operator 2024-2025 New</b>	<b>Kaitlyn Kreutzer</b> The Rock Sports Complex			
<b>Operator 2025-2026 Renewal</b>	<b>Kaitlyn Kreutzer</b> The Rock Sports Complex			
<b>Operator 2024-2025 New</b>	<b>Chen Xueye</b> Waha Buffet			
<b>Operator 2025-2026 Renewal</b>	<b>Chen Xueyu</b> Waha Buffet			
<b>Operator 2025-2026 Renewal</b>	<b>Lynn Bagniewski</b> Root River Center			
<b>Operator 2025-2026 Renewal</b>	<b>Hope Berens</b> Crossroads II Pizza & Subs			
<b>Operator 2025-2026 Renewal</b>	<b>Kelly Bramel</b> The Rock Sports Complex			
<b>Operator 2025-2026 Renewal</b>	<b>Adrianna Bratel</b> The Rock Sports Complex			
<b>Operator 2025-2026 Renewal</b>	<b>Tammy Bresette</b> Root River Center			
<b>Operator 2025-2026 Renewal</b>	<b>Alyssa Dama</b> Iron Mike's			

<b>Operator 2025-2026 Renewal</b>	<b>Jeffrey Dejna</b> The Rock Sports Complex			
<b>Operator 2025-2026 Renewal</b>	<b>Marcus Drewek</b> Root River Center			
<b>Operator 2025-2026 Renewal</b>	<b>Christopher Ewig</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Corie Graf</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Marina Gutierrez</b> The Rock Sports Complex			
<b>Operator 2025-2026 Renewal</b>	<b>Jenna Haley</b> Crossroads II Pizza & Subs			
<b>Operator 2025-2026 Renewal</b>	<b>Carinn Hoffmann</b> The Rock Sports Complex			
<b>Operator 2025-2026 Renewal</b>	<b>Justin Hoffmann</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Matthew Holtz</b> Crossroads II Pizza & Subs			
<b>Operator 2025-2026 Renewal</b>	<b>Amber Ishaque</b> Hideaway Pub & Eatery			
<b>Operator 2025-2026 Renewal</b>	<b>Shane Jaskie</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Navdeep Kaur</b> Mann Liquor Beer & Wine			

<b>Operator 2025-2026 Renewal</b>	<b>Taylor Klafka</b> Rawson Pub			
<b>Operator 2025-2026 Renewal</b>	<b>Manmohit Kumar</b> Mann Liquor Beer & Wine			
<b>Operator 2025-2026 Renewal</b>	<b>Mitcheal Lenski</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Josiah McDonald</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Alyssa Minturn</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Ciarra Murray</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Maja Nikolic</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Rachel Nondahl</b> The Rock Sports Complex			
<b>Operator 2025-2026 Renewal</b>	<b>Lori Otto</b> Rawson Pub			
<b>Operator 2025-2026 Renewal</b>	<b>Julie Palivoda</b> Kwik Trip# 857			
<b>Operator 2025-2026 Renewal</b>	<b>Miranda Peters</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Vanessa Peterson</b> The Rock Sports Complex			



<b>Operator 2025-2026 Renewal</b>	<b>Katherine Pope</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Kristen Rinke</b> Hideaway Pub & Eatery			
<b>Operator 2025-2026 Renewal</b>	<b>Christine Rozewicz</b> Rawson Pub			
<b>Operator 2025-2026 Renewal</b>	<b>Linda Rueth</b> Swiss Street Pub			
<b>Operator 2025-2026 Renewal</b>	<b>Joshua Semanski</b> The Rock Sports Complex			
<b>Operator 2025-2026 Renewal</b>	<b>Rebekah Shallow</b> Root River Center			
<b>Operator 2025-2026 Renewal</b>	<b>Agyapal Singh</b> Discount Cigarettes & Liquor			
<b>Operator 2025-2026 Renewal</b>	<b>Kaitlyn Sutton</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Jazmin Vespalec</b> Iron Mike's			
<b>Operator 2025-2026 Renewal</b>	<b>Raquel Zalewski</b> Rawson Pub			
<b>Operator 2025-2026 Renewal</b>	<b>Wenjuan Zheng</b> Waha Buffet			
<b>Class A Combination Change of Agent 2024-2025</b>	<b>Walgreen's #05884</b> <b>Walgreen Co</b> Brian Furlick, Agent 9527 S 27 <sup>th</sup> St			

<b>Temporary Class "B" Beer And Temporary Entertainment &amp; Amusement</b>	<b>VFW Post 10394: St. Martin's Labor Day Fair</b> Person in Charge: Andrew Hushek Location: 11310 S Church St Dates of Event: 8/31/25 and 9/1/25			
<b>Amusement Device Operator 2025-2026</b>	<b>National Entertainment Network, LLC</b> 246 S Taylor Ave, Unit 200 Louisville, CO 80027 Randall Chilton			
<b>Amusement Device Operator 2025-2026</b>	<b>Red's Novelty Ltd</b> 1921 S 74 St West Allis, WI 53219 Jay Jacomet			
<b>Amusement Device Operator 2025-2026</b>	<b>Wisconsin P &amp; P Amusement</b> N49W13477 Campbell Dr Menomonee Falls WI 53051 Michael Weigel			
<b>Auto Salvage 2025-2026</b>	<b>Al's Auto Salvage, Inc</b> DBA Al's Auto Salvage 10942 S 124 <sup>th</sup> St Albert Schill			
<b>Day Care 2025-2026</b>	<b>Jubilee Faith Center, Inc</b> DBA Jubilee Christian School 3639 W Ryan Rd Tanya Soich			
<b>Day Care 2025-2026</b>	<b>L &amp; T Norgel, LLC</b> DBA LMN's Operation Playground 11224 W Forest Home Ave Lisa Norgel			
<b>Mobile Home 2025-2026</b>	<b>Badger MHP, LLC</b> DBA Badger Mobile Home Park 6405 S 27 <sup>th</sup> St Renee Peters			
<b>Mobile Home 2025-2026</b>	<b>Franklin MHP Land, LLC</b> DBA Franklin MHP 6361 S 27 <sup>th</sup> St Andrew Freeman			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

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

**BLANK PAGE**

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 4/15/2025</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER I</b>

Attached are vouchers dated March 28, 2025 through April 10, 2025 Nos. 202241 through Nos. 202414 in the amount of \$ 750,808.56. Also included in this listing are EFT Nos. 6030 through EFT Nos. 6047, Library vouchers totaling \$ 983.33 and Water Utility vouchers totaling \$ 14,988.51. Voided checks in the amount of \$ (739.93) are separately listed.

Early release disbursements dated March 28, 2025 through April 9, 2025 in the amount of \$ 508,055.26 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 April 4, 2025 is \$ 467,798.21, previously estimated at \$ 480,000. Payroll deductions dated April 4, 2025 are \$ 266,025.99, previously estimated at \$ 266,000.

The estimated payroll for April 18, 2025 is \$ 531,000 with estimated deductions and matching payments of \$ 547,000.

The estimated payroll for May 2, 2025 is \$ 481,000 with estimated deductions and matching payments of \$ 270,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of April 10, 2025 in the amount of \$ 750,808.56
- Payroll dated April 4, 2025 in the amount of \$ 467,798.21 and payments of the various payroll deductions in the amount of \$ 266,025.99 plus City matching payments and
- Estimated payroll dated April 18, 2025 in the amount of \$ 531,000 and payments of the various payroll deductions in the amount of \$ 547,000, plus City matching payments.
- Estimated payroll dated May 2, 2025 in the amount of \$ 481,000 and payments of the various payroll deductions in the amount of \$ 270,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**