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

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY NOVEMBER 4, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of October 21, 2025.
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Resolution authorizing certain officials to execute a Development Agreement for Public Infrastructure Improvements with O'Reilly Automotive Stores for (7251 S. 27th Street, TKN 761-9956-001).
 - 2. A Resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from O'Reilly Automotive Stores (7251 S. 27th St., TKN 761-9956-001).
 - 3. A Resolution Authorizing the Installation of a Fence Within the 15-foot Public Drainage Easement Upon Lot 1 of the Franklin Estates Add. No. 2 located in a part of the Northwest 1/4 of Southwest ¼ of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (4146 W. Anita Ln.) (TKN 833-0154-000) (Brett Hundley, Applicant).
 - 4. A Resolution for a Public Sidewalk Easement along Milwaukee County Right-of-Way onto the southwest corner of Carma Laboratories property at the intersection of S. 76th St. (CTH U) and W. Ryan Rd.
 - 5. Discussion with MCPR (“Mary Christine Public Relations”), Public Relations Contractor – Roles and Responsibilities.
 - 6. A Resolution Authorizing the approval to enter into a Service Agreement with Lexipol, LLC., for Policy Management and WILEAG Accreditation.
 - 7. A Resolution Authorizing the Approval of the Franklin Police Department Open Records Fee Schedule.
 - 8. Fire Chief to Provide an Update on Fire Department Facilities and Mold Remediation Project at Fire Station #1.
 - 9. An Ordinance to Amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budgets for The General Fund to Transfer \$8,950 of Contingency

- Appropriations to Fire Department Vehicle Maintenance to Repair the Ladder Truck's Hydraulic PTO Pump.
10. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone the Property Located on the Northwest Corner of South 27th Street and West Drexel Ave, a part of 2710 W. Drexel Ave, 1 & 2 Northwestern Mutual Way (TKN 786-9980-003), to B-MU South 27th Street Mixed Use Business District (Stephen Cross, Agent for COSTCO Wholesale Corp., Applicant), (Northwestern Mutual Life Insurance, Property Owners).
 11. A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for COSTCO Wholesale Corporation, for a vehicle fuel sales facility located on the Northwest Corner of South 27th Street and West Drexel Ave, a part of 2710 W. Drexel Ave, 1 & 2 Northwestern Mutual Way (TKN 786-9980-003) (Stephen Cross, Agent for COSTCO Wholesale Corp., Applicant), (Northwestern Mutual Life Insurance, Property Owners).
 12. An Ordinance to Create Planned Development Overlay No. 45 COSTCO Wholesale Corporation (a part of 2710 W. Drexel Ave, 1 & 2 Northwestern Mutual Way (TKN 786-9980-003)).
 13. Authorize a Change Order for the Purchase of 5 New Cisco Meraki Switches for TPX WAN Architecture Funded by Account Numbers 01-0144-5242 and 01-0144-5214.
 14. Franklin Farmer's Market.
 15. Annual Report of the City of Franklin's Tourism Commission Activity and 2026 Budget and a Report from Engage Franklin Regarding its Tourism Marketing Activities.
 16. Potential Tax Incremental District 11[creation thereof in process] Development Agreement Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development to be named Poth's General, and to affect such development(s), including the terms and provisions of said development agreement. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
 17. An Ordinance to Amend the Title of §158-3 License Fees to §158-3 Classes and Denominations of Licenses and License Fees, and §158-3J. Class C Retail Wine License, of the Municipal Code to Provide More Information as to the Premises for Which They May be Granted.
 18. An Ordinance to Amend §169-1 Licenses Required, of the Municipal Code to Update Licenses Provided and Fees Required.
 19. Finance Committee Recommended Changes to the 2026 Mayor's Recommended Budget.
 20. *Kleos Capital Partners LP v. Giovanni Bozzacchi, City of Franklin, et al.*, Milwaukee County Circuit Court, Case No. 24-CV-428, Court of Appeals District I, Appeal No. 25-AP-1404. 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.
21. Steve Olson Open Records Request for Attorney-Client Privileged Records Related to Deliberating or Negotiating the Purchasing of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Including, But Not Limited to Preparing Development Agreements and Related Regulations and Development Procedures for Properties Within the City, and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider the request for attorney-client privileged records related to deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, including, but not limited to preparing development agreements and related regulations and development procedures for properties within the City, and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
22. *Basil Ryan, Jr., et al. v. City of Franklin*, Milwaukee County Circuit Court, Case No. 25-CV-5866. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of November 4, 2025.

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

J. Adjournment.

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

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

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

REMINDERS:

November 11	Special Common Council	6:30 p.m.
November 18	Common Council	6:30 p.m.
November 20	Plan Commission	6:00 p.m.
November 27 & 28	City Hall Closed-Thanksgiving	

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 21, 2025
MINUTES

- | | | |
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| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on October 21, 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 Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts. |
| POLONIA SPORT CLUB
RECOGNITION | B.2. | Mayor Nelson presented a Certificate of Recognition to Polonia Sport Club. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:36 p.m. and was closed at 7:03 p.m. |
| MINUTES
OCTOBER 7, 2025 | C. | Alderman Hasan moved to approve the minutes of the Common Council meeting of October 7, 2025, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| MAYORAL
APPOINTMENTS | E. | Alderwoman Eichmann moved to confirm the following Mayoral Appointment: James Paradinovich, 7432 Carter Circle N., Ald. Dist. 5-Community Development Authority, 4 year unexpired term expiring 04/30/27. Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried. |
| RES. NO. 2025-8388
FENCE INSTALLATION –
7401 S 68 TH ST | G.1. | Alderman Salous moved to adopt Resolution No. 2025-8388, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-FOOT SANITARY SEWER EASEMENT UPON PARCEL 2 OF CSM 3343. (7401 S. 68 TH ST) (TKN 756-9995-005) (ROBERT GRIFFITHS, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried. |
| O'REILLY
DEVELOPMENT – 7251 S
27 TH ST | G.2. | Alderwoman Day moved to table to the November 4, 2025 common council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| STORM WATER
MAINTENANCE
AGREEMENT – 7251 S
27 TH ST | G.3. | Alderwoman Day moved to table to the November 4, 2025 common council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| RES. NO. 2025-8389
SPECIAL USE FOR
CONDOMINIUM | G.4. | Alderman Craig moved to adopt Resolution No. 2025-8389, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE |

DEVELOPMENT - 11590
W MEADOWVIEW DR

FOR A MULTI-FAMILY CONDOMINIUM DEVELOPMENT USE UPON PROPERTY LOCATED AT 11590 W. MEADOWVIEW DRIVE (DANIEL SZCZAP, BEAR DEVELOPMENT, LLC, APPLICANT) (LOOMIS & RYAN, INC., PROPERTY OWNER). Seconded by Alderman Hasan. On roll call Alderman Craig, Alderman Hasan and Alderwoman Eichmann voted Aye. Alderman Salous, Alderwoman Day and Alderman Peccarelli voted No. Mayor Nelson broke the tie by voting Aye; motion carried.

RES. NO. 2025-8390
CONDOMINIUM PLAT-
11590 W MEADOWVIEW
DR

G.5. Alderman Craig moved to adopt Resolution No. 2025-8390, A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR LOT 81, A CONDOMINIUM AT 11590 W. MEADOWVIEW DRIVE (DANIEL SZCZAP, BEAR DEVELOPMENT, LLC, APPLICANT) (LOOMIS & RYAN, INC., PROPERTY OWNER). Seconded by Alderman Hasan. On roll call Alderman Peccarelli, Alderwoman Day and Alderman Salous voted No. Alderwoman Eichmann, Alderman Hasan and Alderman Craig voted Aye. Mayor Nelson broke the tie by voted Aye; motion carried.

ORD. NO. 2025-2706
AMEND FRANKLIN
UNIFIED
DEVELOPMENT
ORDINANCE FOR
POTH'S GENERAL

G.6. Alderwoman Eichmann moved to adopt Ordinance No. 2025-2706, AN ORDINANCE TO AMEND SECTION 15-3.0447 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 42 (POTH'S GENERAL) TO AMEND USES, DENSITY, DEVELOPMENT STANDARDS, EXHIBITS, AND CONDITIONS OF APPROVAL (APPROXIMATELY 7154 S. 76TH STREET). Seconded by Alderman Hasan. On roll call, all voted Aye; motion carried.

FRANKLIN FARMER'S
MARKET

G.7. Alderwoman Eichmann moved to bring this back to the November 4, 2025 common council meeting. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. NO. 2025-8391
ACCEPTANCE OF THE
FY25 COMMUNITY
POLICING
DEVELOPMENT

G.8. Alderman Hasan moved to adopt Resolution No. 2025-8391, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE FY25 COMMUNITY POLICING DEVELOPMENT: SUPPORTING AGENCIES SEEKING ACCREDITATION GRANT AND APPROVAL OF THE ACCREDITATION COORDINATOR JOB DESCRIPTION. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Mayor Nelson called a recess at 9:10 p.m.
Mayor Nelson reconvened at 9:20 p.m.

Alderman Hasan returned at 9:22 p.m.

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| RES. NO. 2025-8392
AMEND PURCHASING
CARD POLICIES | G.9. | Alderman Peccarelli moved to adopt Resolution No. 2025-8392, A RESOLUTION TO AMEND RESOLUTION NO. 2015-7096, A RESOLUTION TO ADOPT PURCHASING CARD POLICIES AND PROCEDURES FOR THE CITY OF FRANKLIN AND PROVIDE ADDITIONAL POLICY AND PROCEDURE GUIDELINES. Seconded by Alderman Craig. All voted Aye; motion carried. |
| 2026 EMPLOYEE
BENEFIT INSURANCE
RENEWALS | G.10. | Alderman Hasan moved to approve the 2026 employee benefit insurance renewals as outlined, including health, dental, vision, life, long-term disability, and Nice Healthcare plan adjustments. Authorize the Director of Administration to finalize contracts and implement necessary updates to the Employee Handbook. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| CLOSED SESSION
<i>WASTE MANAGEMENT
OF WISCONSIN, INC. V.
CITY OF FRANKLING</i> | G.12. | Alderwoman Eichmann moved to enter closed session at 9:38 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:50 p.m., Alderwoman Eichmann moved to approve and sign a Settlement Agreement between Waste Management of Wisconsin, Inc. and the City of Franklin. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried. |
| RES. 2025-8393
SECOND AMENDMENT
TID 8 OAKWOOD
DEVELOPMENT | G.11. | No motion was made to go into closed session. Alderwoman Eichmann moved to adopt Resolution No. 2025-8393, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SECOND AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND OAKWOOD INDUSTRIAL LLC. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried. |
| CLOSED SESSION
AGREEMENT LXL PG
APARTMENTS – POTH'S
GENERAL | G.13. | Alderwoman Day moved to enter closed session at 9:52 p.m. pursuant to Wis. Stat. § 19.85 (1)(e), to approve Tax Incremental District 11 [creation thereof in process] Development Agreement Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76 th Street and West Rawson Avenue, such potential development to be named Poth's General, and to effect such development(s), including the terms and provisions of said development agreement. |

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposals(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, Alderman Craig, Alderman Salous and Alderman Hasan voted No. Alderwoman Day, Alderwoman Eichmann and Alderman Peccarelli voted Aye. Mayor Nelson broke the tie by voting Aye; motion carried.

Upon reentering open session at 10:52 p.m., Alderman Craig moved to proceed as discussed in closed session and acquire more information from the developer and city's consultants and this item will return to the November 4, 2025, Common Council Meeting. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Day moved to approve the following licenses of the License Committee Meeting of October 21, 2025.

Grant 2025-26 New Operator Licenses to: Dao Dang, Son Le, & Victor Truong;

Hold 2025-26 New Operator License for City Background Check to Jarrod Jones; and

Grant Class A Combination Change of Agent 2025-26 to Pick'n Save #6431, Mega Marts LLC, Angela Belsha, 7780 S Lovers Lane Rd.

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

VOUCHERS AND
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of October 16, 2025 in the amount of \$3,227,325.25, and payroll dated October 17, 2025 in the amount of \$466,452.32 and payments of the various payroll deductions in the amount of \$257,448.73 plus City matching payments, and estimated payroll dated October 31, 2025 in the amount of \$490,000 and payments of the various payroll deductions in the amount of \$530,000, plus City matching payments. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 10:56 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE November 4, 2025
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with O'Reilly Automotive Stores for 7251 South 27th Street, TKN 761 9956 001	ITEM NO. Ald. Dist. 4 55.1.

BACKGROUND

Pursuant to the approval of a single-tenant building development at 7251 South 27th Street (O'Reilly Auto Parts) it is necessary to enter into a development agreement for public infrastructure improvements on the site.

ANALYSIS

This agreement provides for the necessary public infrastructure required for the development. Included in the agreement is a public sidewalk, storm sewer and drive approaches with curb and gutter installed on the site.

OPTIONS

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

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2025-_____ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with O'Reilly Automotive Stores for 7251 South 27th Street, TKN 761 9956 001.

Engineering: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS
WITH O'REILLY AUTOMOTIVE STORES, INC. FOR
7251 SOUTH 27TH STREET, TKN 7619956 001

WHEREAS, the Developer, O'Reilly Automotive Stores, Inc. is ready to proceed with the development at 7251 South 27th Street and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with O'Reilly Automotive Stores, Inc.

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

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2025 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

**O'REILLY AUTO PARTS. FRANKLIN, WI
7251 S 27th St, FRANKLIN, WI
TAX KEY: 761 9956 001**

August 14, 2025

**DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 16 day of September 2025, by and between O'Reilly Automotive Stores, Inc., a Corporation, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, the Developer having applied to the City for the construction of a new retail auto parts sales building and parking lot, and the approval[s] thereof by Wisconsin Department of Transportation providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: sidewalk, two driveways, 2 trees, 18" concrete pipe; and ground restoration for disturbed areas.

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

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

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

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".

3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) Ninety Nine Thousand Four Hundred Forty Four Seven and 35/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$99,447.35, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee shall may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the

Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

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

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility

services to the Development. All utilities shall be underground except for any existing utility poles/lines.

- (e) The curb face to curb face width of the roads in the Development shall be as determined by the City Engineer.
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorney['s']

fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

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

personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) as set forth herein and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

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

(2) The Developer shall at all times maintain the insurance required, and shall file any replacement certificate of insurance containing within thirty

~~—(30) days after any notice of change or cancellation to the City prior to any cancellation or~~
~~—change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.~~

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by City of Franklin, WI.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.
19. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Developer and City had executed it as a single document. The Developer and City agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The Developer and City may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document, and any amendment hereto.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is

ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

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

SEALED IN PRESENCE OF: O'Reilly Automotive Stores Inc
[Developer/Entity]

By: [Signature]
Name: Phil Hopper
Title: Sr VP Real Estate & Expansion

Party of the First Part

STATE OF MISSOURI)

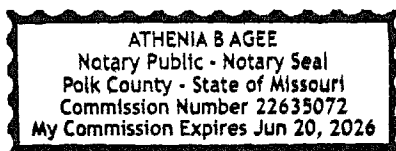
)ss.

Greene COUNTY)

Personally came before me this 16 (day) of September, 2025, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

or

This instrument was acknowledged before me on September 16, 2025 (date) by Phil Hopper (name(s) of person(s)) as Sr VP Real Estate & Expansion (type of authority, e.g., officer, trustee, etc.) of O'Reilly Automotive Stores Inc (name of party on behalf of whom instrument was executed).



[Signature]
Notary Public, Polk County, MO
My commission expires: 06/20/2026

CITY OF FRANKLIN

By: _____

Name: John R. Nelson

Title: Mayor

COUNTERSIGNED:

By: _____

Name: Shirley J. Roberts

Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)

)ss.

_____ COUNTY)

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

Notary Public, Milwaukee County, WI

My commission expires: _____

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

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI**

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

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

LEGAL DESCRIPTION OF DEVELOPMENT

Per ALTA/NSPS LAND TITLE SURVEY

June 3, 2025

Kyle J. Roddy, Land Surveyor

WI # S-2907

LHB Corporation

(Per Chicago Title Insurance Company Commitment No. CO-16174)

That part of the Northeast One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, Wisconsin, bounded and described as follows: Commencing at a point in the West line of South 27th Street (U.S. Highway 41) said point being 80.08 feet west of and 994.19 feet South 20°30'30" West of the Northeast corner of said 1/4 Section; thence North 89°56' West a distance of 250 feet to a point; thence South and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to a point; thence South 89°56' East a distance of 250 feet to a point; thence North on and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to the point of beginning; excepting therefrom the South Fifteen feet for street; and also excepting therefrom that part thereof shown as Parcel 43 of Transportation Project Plat 2265-16-20-4.06, recorded as Document No. 10227659.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

GENERAL DESCRIPTION
OF
REQUIRED DEVELOPMENT
IMPROVEMENTS

Description of improvements required to be installed to develop the O'REILLY AUTO PARTS.
FRANKLIN, WI Development.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Developer in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Developer in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Development.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

1. Grading of all lots and blocks within the Development in conformance with the approved grading plan. *S
2. Grading of the streets within the Development in accordance with the established street grades and the City approved street cross-section and specifications. *S
3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
4. Sanitary sewer main and appurtenances in the streets and/or easement in the Development, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area. *S
5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. *S
6. Water main and fittings in the streets and/or easement in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. *S
7. Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. *S

8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Paved streets with curb and gutter in the Development to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Development to the approved grade and in accordance with the City specifications. *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Development as approved by the City. *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. (N.A.)
13. Street trees. *S
14. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
15. Engineering, planning and administration services as approved. *S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved system plan. *S
17. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
18. Street signs identifying the Development street in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

A. Lots

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

B. Units

- 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III. WATER SYSTEM

A. Availability

- 1. Each and every lot in the Development shall be served by a water main.
- 2. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.
- 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
- 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

- 1. All construction shall be in accordance with the specifications of the City.

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

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

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

V. STORM DRAINAGE

A. Components

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

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

B. Endwalls

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

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by an engineer or architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

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

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.

2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Development whenever possible except as noted in Exhibit "E".

B. Names

The names of all streets shall be approved by the City Engineer.

C. Construction

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

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

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

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

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Development shall lie with the Developer until:

- a) The plat is recorded; and
- b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:

- a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Developer and the City.
 - b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals conditions for the Development for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
- a) The pedestrian walks shall be paved with chips as required by the City Engineer and shall be ten (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
- a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Development monuments have been set.
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:

- a) Streets have been paved except for the final lift of asphalt.
- b) The gas, telephone and electrical services have been installed and are in operation.
- c) The water system is installed, tested and approved.
- d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 - 1. The Developer shall take all action necessary so as to have all the improvements specified in this agreement installed and approved by the City before two years from the date of this agreement.
 - 2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

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

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

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR O'REILLY AUTO PARTS. FRANKLIN, WI

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including restoration)	\$4,180.00
5' Concrete Sidewalk	\$4,875.00
Erosion Control	\$950.00
Storm Sewer System-Piping	\$22,000.00
Storm Sewer System-Inlet	\$15,000.00
Paving	\$30,500.00
Street Trees (2 x \$400/lot)	\$800.00
SUBTOTAL	\$78,305.00
Engineering/Consulting Services	\$10,000.00
Municipal Services (7% of Subtotal)	\$5,481.35
Contingency Fund (20% of Subtotal)	\$15,661.00
TOTAL:	\$109,447.35

Total: One Hundred Nine Thousand Four Hundred Forty Seven and 35/100 Dollars.

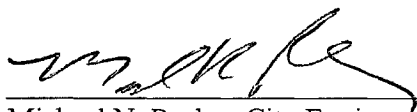
APPROVED BY:  Date: 10/28/25
Michael N. Paulos, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

ADDITIONAL DEVELOPMENT
REQUIREMENTS

1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer agrees to pay the City for street trees planted by the City on W Minnesota Ave at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Developer, the Developer's sub-contractors, or the lot owners.
4. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Developer will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
5. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
6. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
7. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
8. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
9. Prior to commencing any land disturbance, the Developer shall employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental

Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.

10. The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.
12. Construction Requirements:
 - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from W Minnesota Ave. All truck traffic must enter and exit to S 27th St, no truck delivery traffic allowed on W Minnesota Ave.
13. The Developer shall provide for the connection to the existing W Minnesota Ave and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
O'REILLY AUTO PARTS. FRANKLIN, WI

CONSTRUCTION SPECIFICATIONS

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

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/04/2025
Reports & Recommendations	A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM O'REILLY AUTOMOTIVE STORES (7251 S. 27TH ST., TKN 761-9956-001)	ITEM NO. 11.2.

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in each entity's rules and regulations. These facilities as designed may be for water quantity and/or quality control. In the City of Franklin developers/residents typically use wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As an MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the Municipal Code is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The enclosed agreements include the property of O'Reilly Automotive Stores at 27th St.

ANALYSIS

The WDNR offers standard Operation and Maintenance templates for a multitude of BMPs, and most engineers use those to develop site-specific Maintenance Agreements. The attached Agreements were prepared by the owner and their engineers and revised as necessary.

OPTIONS

Approve or Deny the Storm Water Facilities Maintenance Agreement and Storm Water Access Easement.

FISCAL IMPACT

All costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement.

RECOMMENDATION

Resolution 2025-_____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from O'Reilly Automotive Stores (7251 S. 27th St. TKN 761 9956 001).

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 -

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER
ACCESS EASEMENT FROM
O'REILLY AUTOMOTIVE STORES
(7251 S 27TH ST., TKN 761 9956 001)

WHEREAS, storm water facilities are required to meet water quantity and quality standards; and

WHEREAS, a Maintenance Agreement and Access Easement are required to be developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, all costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement; and

WHEREAS, homeowner has executed and submitted to the City of Franklin Storm Water Facilities Maintenance Agreement and Storm Water Access Easement

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities Maintenance Agreement and Storm Water Access Easement, and, therefore, the Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

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

Introduced at a regular meeting of the Common Council of the City of Franklin 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 _____

STORM WATER FACILITIES MAINTENANCE AGREEMENT

O'Reilly Auto Parts, Franklin, WI
7251 S 27th St, Franklin, WI
Tax Key: 761 9956 001

This AGREEMENT, made and entered into this 16 day of September, 2025, by and between O'Reilly Automotive Stores, Inc., hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

(Per Chicago Title Insurance Company Commitment No. CO-16174)
That part of the Northeast One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, Wisconsin, bounded and described as follows: Commencing at a point in the West line of South 27th Street (U.S. Highway 41) said point being 80.08 feet west of and 994.19 feet South 20°30'30" West of the Northeast corner of said 1/4 Section; thence North 89°56' West a distance of 250 feet to a point; thence South and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to a point; thence South 89°56' East a distance of 250 feet to a point; thence North on and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to the point of beginning; excepting therefrom the South Fifteen feet for street; and also excepting therefrom that part thereof shown as Parcel 43 of Transportation Project Plat 2265-16-20-4.06, recorded as Document No. 10227659.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D., CSM or Subdivision) known as O'Reilly Auto Parts, Franklin, WI (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated June 6, 2025 and erosion control plan dated June 6, 2025 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes

Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The Owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The Owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

O'Reilly Automotive Stores Inc., Owner

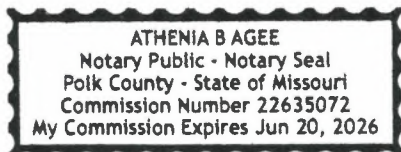
By: [Signature]

Name: Phil Hopper Sr VP Real Estate

STATE OF MISSOURI)ss.

Greene COUNTY)

Personally came before me this 16 day of September, 2025, the above named Phil Hopper of O'Reilly Automotive Stores, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



[Signature]
Notary Public, Polk County, MO
()
My commission expires: 06/20/2026

CITY OF FRANKLIN

By: _____ (Seal)

Name: John R. Nelson

Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)

Name: Shirley J. Roberts

Title: City Clerk

STATE OF WISCONSIN)ss.

MILWAUKEE COUNTY)

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

Notary Public, Milwaukee County, WI

()

My commission expires: _____

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

Form approved: _____

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

OPERATION AND MAINTENANCE INSPECTION REPORT

STORMWATER MANAGEMENT PONDS

City of Franklin

Name of Development O'Reilly Auto Parts; Franklin, WIResponsible Party Name John McCoy, VP; O'Reilly Automotive Stores, IncAddress 233 S Patterson Ave, Springfield, MO 65802Telephone No. 417-862-2674 Fax No. 417-874-7112 E-mail oreillyauto@weareown.com

Inspector Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address 7251 S 27th St, Franklin, WI Section No. 12Normal Pool ☐ Yes ☒ No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway	N/A	N/A	Buried pipe system with inlet concrete weir wall-no vegetation
1. Vegetation and ground cover adequate			
2. Embankment erosion	N/A	N/A	See above
3. Animal burrows	N/A	N/A	See above
4. Unauthorized plantings	N/A	N/A	See above
5. Cracking, bulging, or sliding of dam	N/A	N/A	See above
1. Upstream face			
2. Downstream face	N/A	N/A	See above
3. At or beyond toe	N/A	N/A	See above
Upstream			
Downstream	N/A	N/A	See above
4. Emergency spillway	N/A	N/A	See above
6. Pond, toe & chimney drains functioning	N/A	N/A	See above
7. Seeps/leaks on downstream face	N/A	N/A	See above
8. Slope protection or riprap failures	N/A	N/A	See above
9. Emergency spillway clear of debris	N/A	N/A	See above
10. Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete <u> X </u>			
Corrugated metal pipe <u> </u>			
PVC/HDPE <u> </u>			
Masonry <u> </u>			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

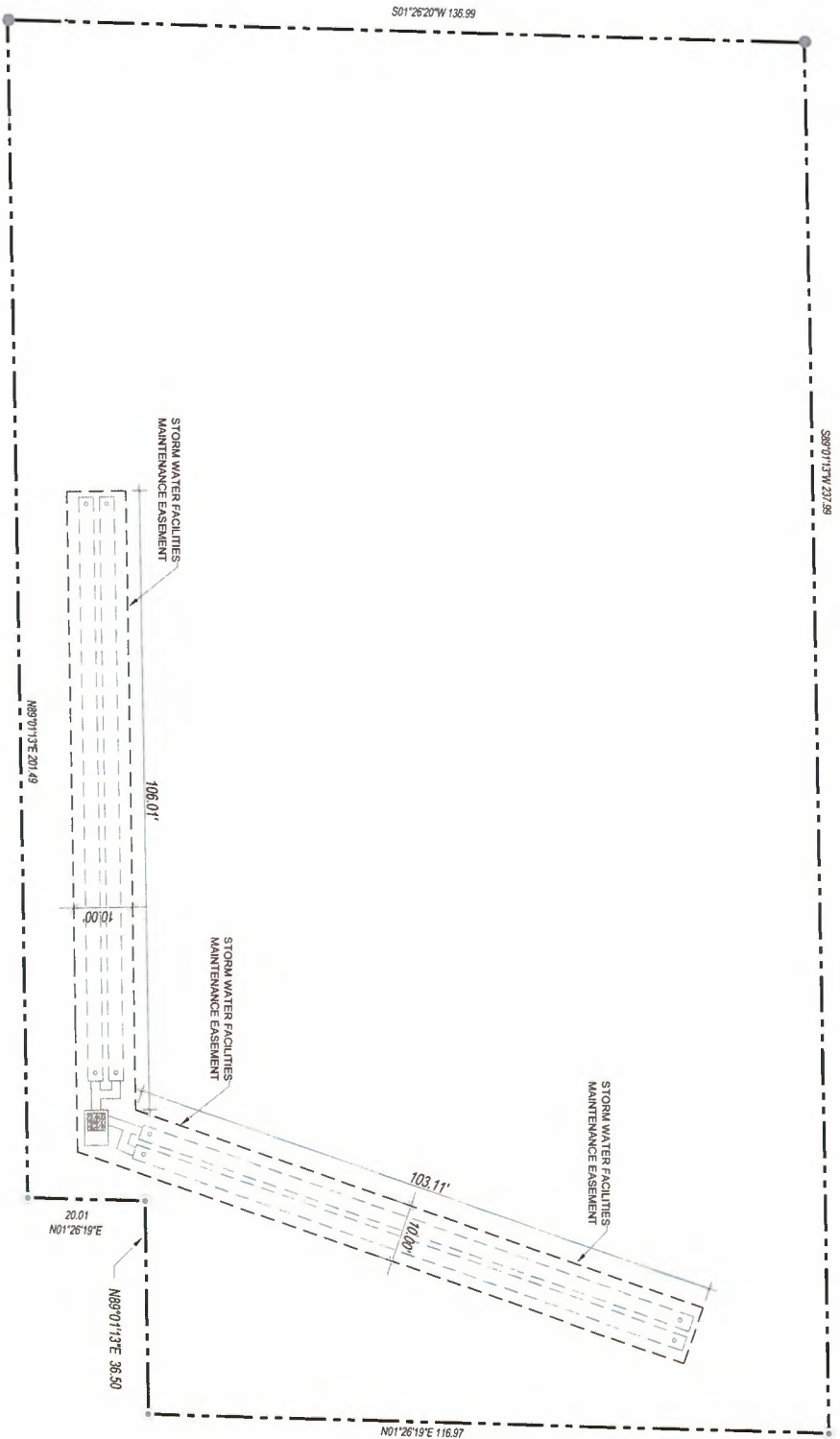
EXHIBIT "B"

DEPICTION OF THE FACILITIES

SWMFA-EXHIBIT B

OWN
Engineering beyond.

PAUL J. ENGEL, P.E.
Engineer, PEB 38234-6
3213 S. West Bypass
Springfield, MO 65807
417.565.2741
COO@OWNENR.COM
www.ownenr.com



STORM WATER FACILITIES MAINTENANCE AGREEMENT

SCALE: 1" = 30'

08/12/2025



PROJECT:

**NEW O'REILLY AUTO PARTS STORE
S 27TH ST.
FRANKLIN, WI**

EXHIBIT "C"

LEGAL DESCRIPTION OF AREA

That part of the Northeast Quarter of Section 12, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, Wisconsin, described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 12; thence South 01 degrees 26 minutes 20 seconds West, assumed bearing, along the east line of said Northeast Quarter, a distance of 994.37 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 113.86 feet; thence South 00 degrees 58 minutes 47 seconds East, a distance of 21.34 feet to the point of beginning of the easement area to be described; thence South 18 degrees 59 minutes 52 seconds West, a distance of 103.11 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 106.01 feet; thence South 00 degrees 58 minutes 47 seconds East, a distance of 10.00 feet; thence North 89 degrees 01 minute 13 seconds East, a distance of 113.02 feet; thence North 18 degrees 59 minutes 52 seconds East, a distance of 110.12 feet; thence North 71 degrees 00 minutes 08 seconds West, a distance of 10.00 feet to said point of beginning and there terminating.

STORM WATER MANAGEMENT ACCESS EASEMENT

O'Reilly Auto Parts, Franklin, WI
7251 S 27th St, Franklin, WI
Tax Key: 761 9956 001

THIS EASEMENT is made this 14 day of September, 2025 by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and O'Reilly Automotive Stores, Inc., a Corporation, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast One-quarter of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Grantor, at the sole cost and expense of the Grantor. The City, at its sole discretion, may assume the rights of the Grantor to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Grantor, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Grantor to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Grantor at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

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

ON THIS DATE OF: September 16, 2025

O'helly Automotive Stores Inc
Company Name

By: [Signature] (Seal)

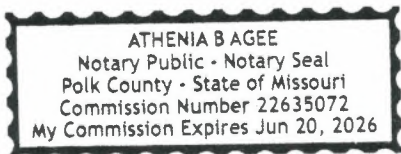
Name & Title: Phil Hopper Sr VP Real Estate & Expansion

STATE OF Missouri

COUNTY OF Greene SS

Before me personally appeared on the 16 day of September, A.D. 2025.
Phil Hopper

President or Name printed Secretary or Name printed
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same
as the voluntary act and deed of said corporation.



[Signature]
Notary Public
(
My commission expires 06/20/2026

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

SS
COUNTY OF MILWAUKEE)

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

Notary Public, Milwaukee County, Wisconsin
(_____)
My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents

City Engineer
Date: _____

Approved as to form only

City Attorney
Date: _____

Exhibit A

(Description of the Property)

Per ALTA/NSPS LAND TITLE SURVEY

June 3, 2025

Kyle J. Roddy, Land Surveyor

WI # S-2907

LHB Corporation

(Per Chicago Title Insurance Company Commitment No. CO-16174)

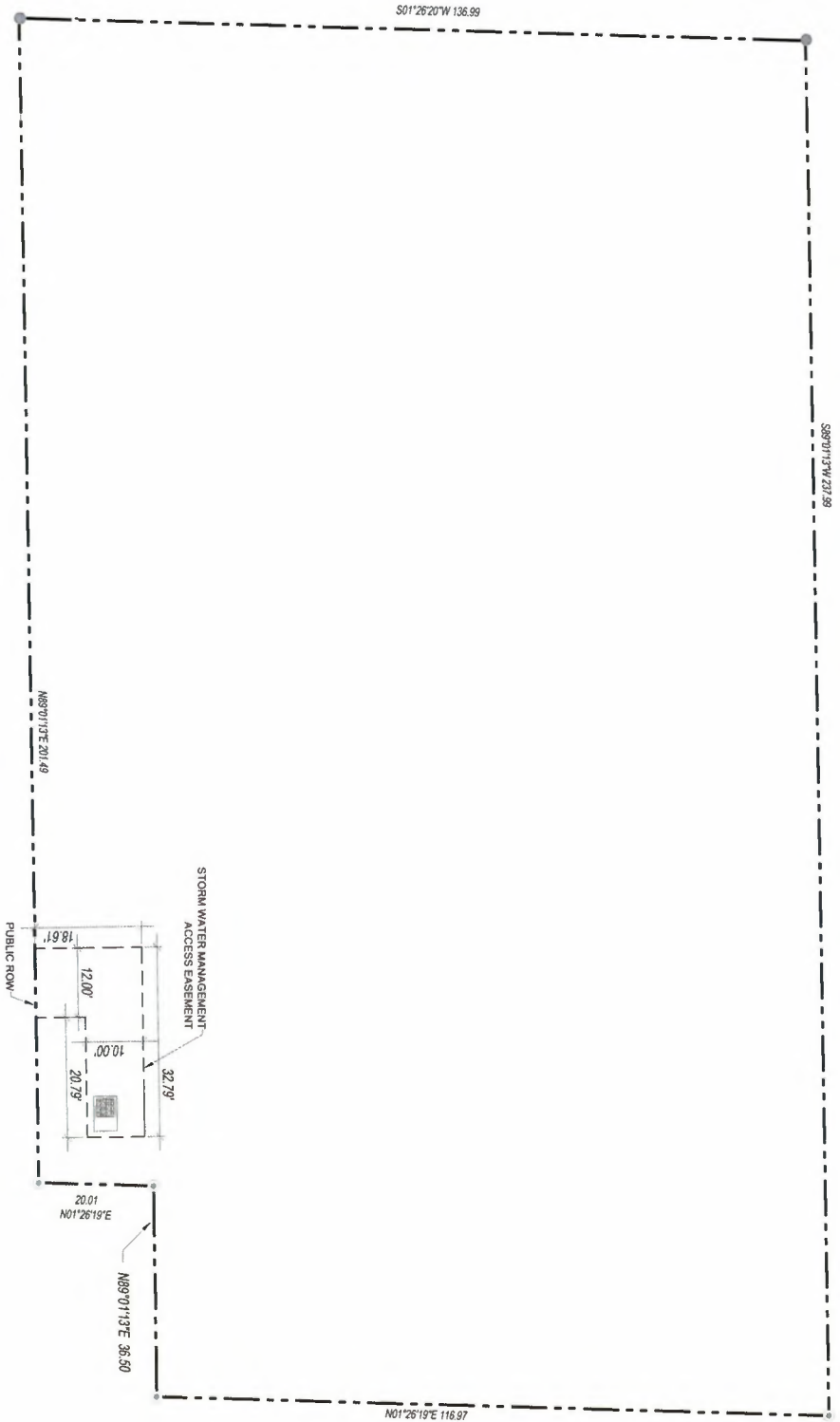
That part of the Northeast One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, Wisconsin, bounded and described as follows: Commencing at a point in the West line of South 27th Street (U.S. Highway 41) said point being 80.08 feet west of and 994.19 feet South 20°30'30" West of the Northeast corner of said 1/4 Section; thence North 89°56' West a distance of 250 feet to a point; thence South and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to a point; thence South 89°56' East a distance of 250 feet to a point; thence North on and along a line parallel to the East line of said 1/4 Section a distance of 152 feet to the point of beginning; excepting therefrom the South Fifteen feet for street; and also excepting therefrom that part thereof shown as Parcel 43 of Transportation Project Plat 2265-16-20-4.06, recorded as Document No. 10227659.

Exhibit B
(Depiction of the Facilities)

SWAE-EXHIBIT B

OWN
Engineering beyond

PAUL J. ENGE, P.E.
Engineer, P.E. #234-6
3213 S. West Bypass
Springfield, MO 65807
417.886.2741
CO# 4759-11
westowninc.com



STORM WATER MANAGEMENT ACCESS EASEMENT PLAN

SCALE: 1" = 30'

08/12/2025



PROJECT:

**NEW O'REILLY AUTO PARTS STORE
S 27TH ST.
FRANKLIN, WI**

Exhibit C

(Description of Easement Area)

That part of the Northeast Quarter of Section 12, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, Wisconsin, described as follows: Commencing at the northeast corner of said Northeast Quarter of Section 12; thence South 01 degrees 26 minutes 20 seconds West, assumed bearing, along the east line of said Northeast Quarter, a distance of 994.37 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 113.86 feet; thence South 00 degrees 58 minutes 47 seconds East, a distance of 21.34 feet; thence South 18 degrees 59 minutes 52 seconds West, a distance of 103.11 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 25.79 feet to the point of beginning of said easement area to be described; thence North 89 degrees 01 minute 13 seconds East, retracing the last described line and its easterly extension, a distance of 32.79 feet; thence South 00 degrees 58 minutes 40 seconds East, a distance of 10.00 feet; thence South 89 degrees 01 minute 13 seconds West, a distance of 20.79 feet; thence South 00 degrees 58 minutes 47 seconds East, a distance of 8.61 feet, more or less, to the north right of way line of West Minnesota Avenue; thence South 89 degrees 01 minute 13 seconds West, along said north right of way line, a distance of 12.00 feet, more or less, to its intersection with a line bearing South 00 degrees 58 minutes 47 seconds East from said point of beginning; thence North 00 degrees 58 minutes 47 seconds West, a distance of 18.61 feet to said point of beginning and there terminating.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE November 4, 2025
Reports & Recommendations	A Resolution Authorizing the Installation of a Fence Within the 15-foot Public Drainage Easement Upon Lot 1 of the Franklin Estates Add. No. 2 located in a part of the Northwest 1/4 of Southwest ¼ of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (4146 W. Anita Ln.) (TKN 833 0154 000) (Brett Hundley, Applicant)	ITEM NO. Ald. Dist. 5 5.3.

BACKGROUND

Staff received a request to install a 6-foot vinyl privacy fence within the 15-foot Drainage Easement at 4146 W. Anita Ln. The fence will be installed roughly 5' south of the north property line.

The proposed fence will be encroaching the said drainage easement on 4146 W Anita Ln: See Exhibit C.

ANALYSIS

Staff is agreeable to allow the fence to be installed within the easement if the property owner is fully responsible for repair and/or replacement if the said drainage easement should need to be accessed for improvement or maintenance purposes.

The resolution provides that:

1. The subject fence will be installed in the drainage easement
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes, needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B forthcoming, respectively.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Resolution 2025-_____ a resolution to authorize the installation of a fence within the 15-foot Drainage easement, upon Lot 1 of the Franklin Estates Add. No 2 subdivision (4146 W Anita Ln.) (Tax Key No. 833 0154 000) (Brett Hundley, applicant).

Engineering: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 15-
FOOT PUBLIC DRAINAGE EASEMENT UPON LOT 1 OF FRANKLIN ESTATES
ADDITION NO 2 SUBDIVISION.
(4146 W ANITA LN) (TKN: 833 0154 000) (BRETT HUNDLEY, APPLICANT)

WHEREAS, the Franklin Estates Subdivision Plat prohibits the building of structures within a public drainage easement, described thereon; and

WHEREAS, Brett Hundley, property owner, having applied for an installation of a 6-foot vinyl privacy fence, located at 4146 W. Anita Ln., zoned R-SR, bearing Tax Key No. 833 0154 000, more particularly described as follows:

LOT 1 OF FRANKLIN ESTATES ADDITION NO 2, BEING A PARCEL OF PARTS OF THE NW 1/4 OF THE SW ¼ OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN;

and

WHEREAS, the fence would encroach on the "Public Drainage Easement" (Exhibit C) located on the north of the property; and

WHEREAS, the "Public Drainage Easement" restrictions upon the Final Plat of Franklin Estates Subdivision and the City of Franklin its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the owner's request, for the encroachment at the public drainage easement restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property and potential interference with the drainage easement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Brett Hundley, on October 22, 2025 be and the same is hereby authorized and approved and that the "Public Drainage Easement" restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

1. The subject fence shall be installed in the drainage easement.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B annexed hereto, respectively.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject fence and that the subject fence shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution 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 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 _____

Exhibit A

Acceptance

The undersigned, Brett Hundley, applicants of the property located at 4146 W Anita Lane, Franklin, Wisconsin 53132, Tax Key No. 833 0154 000, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. 2025-____, and that in consideration of the making of such grant to allow the installation of fencing within the public drainage easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. 2025-____, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the 22 day of October, 2025.

Property owner

By: Brett Hundley
Kyle Baker

By: [Signature]
ENG TECH III

Exhibit B

MORTGAGE HOLDER CONSENT

The undersigned, Bank Five Nine, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 17, 2025, as Document No. 11514934 hereby consents to the execution of the foregoing Resolution No. 2025-_____, authorizing the installation of the fence within the 20-foot public water and sanitary sewer easement.

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.

Bank Five Nine (on behalf of Fannie Mae)
a Wisconsin Banking Corporation

Bank Five Nine (on behalf of Fannie Mae)
Name of Wisconsin Banking Corporation typed or printed

By: Tim Schneider

Tim Schneider – President and CEO



STATE OF WISCONSIN

COUNTY OF Waukesha

On this, the 22nd day of October, 2025, before me, the undersigned, personally appeared Tim Schneider, the President and CEO of Bank Five Nine, a Wisconsin banking corporation, and acknowledged that he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: Laura D Edwards
Notary Public
State of Wisconsin
County of Waukesha
My commission expires on: 8-14-2029



Exhibit C

Epic Homes, Inc.
Stritsky

5-21-13-3-0005

PLAT OF SURVEY

LOCATION 4146 West Anita Lane, Franklin, Wisconsin

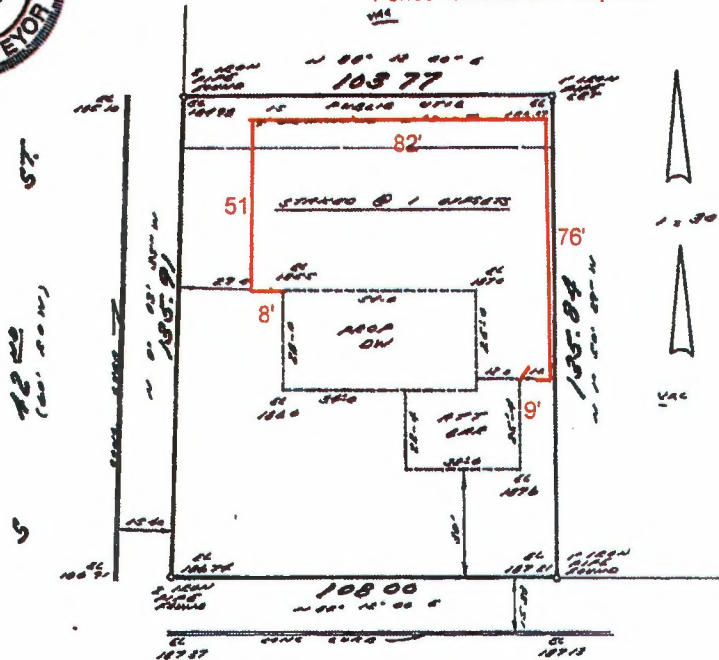
LEGAL DESCRIPTION lot 1 in Block 14 in FRANKLIN ESTATES ADDN NO. 2, being a subdivision of a part of the NW 1/4 of the SW 1/4 of Section 13, T 5 N, R 21 E, also being a resubdivision of Certified Survey Maps No. 431, 432 and 433 and of the vacated Sharon Lane, and the vacated Forest Hill Ave., in the City of Franklin, Milwaukee County, Wisconsin.

August 20, 1986

Survey No. 68267



(226') 6' High Mocha Vinyl Premier Privacy Fence.
-Trim Caps Included.
(1) 5' Wide, 6' High Walk Gate.
Fence removal and disposal



METROPOLITAN SURVEY SERVICE, INC.
REGISTERED LAND SURVEYORS
M15 W FOREST HOME AVE., SUITE 107 HALES CORNERS, WI 53130
529 5390

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY ITS EXTERIOR BOUNDARIES THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON BOUNDARY FENCES APPARENT EASEMENTS AND HIGHWAYS AND VISIBLE ENCROACHMENTS IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE MORTGAGE OR GUARANTEE THE TITLE THEREIN WITHIN ONE (1) YEAR FROM DATE HEREON.

SIGNED Wayne D. Mickelson
Wayne D. Mickelson
Registered Land Surveyor S 1319

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 04, 2025
REPORTS & RECOMMENDATIONS	A Resolution for a Public Sidewalk Easement along Milwaukee County Right-of-Way onto the southwest corner of Carma Laboratories property at the intersection of S. 76 th St. (CTH U) and W. Ryan Rd.	ITEM NUMBER Ald. District 1 15.4.

BACKGROUND

As part of the TID 9 Development Agreement for Carma Laboratories a sidewalk was requested to be installed along the S. 76th St right-of-way and connect into the new path that runs along W. Ryan Rd. As part of the initial design the sidewalk was to connect with the Ryan Rd path in the county right-of-way, however newly installed storm sewer for the new intersection of Ryan Rd and 76th St caused the design of the sidewalk to divert around that storm sewer resulting in installation on the Carma Laboratories property. This easement (Exhibit A) allows us to enter the Carma property to complete the installation of the sidewalk.

ANALYSIS

The TID 9 Agreement requires that the City take ownership and responsibility for the sidewalk before a construction permit is approved. The attached Easement (Exhibit A) document commits the City to own and maintain the sidewalk.

Note that clearing snow is the responsibility of the property owner per the Franklin Municipal Code:

§ 222-6 Snow and ice removal.

A. Owner to clean sidewalk. The owner of any building or lot fronting upon or adjoining any street shall clean or cause to be cleaned the sidewalk abutting such building or lot of snow and ice and shall cause the same to be kept clear of snow and ice within 24 hours after such snow or ice has ceased to fall or accumulate thereon, provided that when ice has so formed on any sidewalk that it cannot be removed, such person shall ensure safe traversing by applying an abrasive material or salt within the time period referred to herein.

OPTIONS

Accept or reject Resolution taking ownership for a new public sidewalk easement along S. 76th St. and diverting onto Carma property. Rejection of this resolution would not allow the completion of the sidewalk to connect into the new path along W. Ryan Rd.

FISCAL NOTE

Any future maintenance to damaged sidewalk

COUNCIL ACTION REQUESTED

Authorize Resolution 2025-_____ A resolution for the easement of a portion of public sidewalk Carma Laboratories property.

Engineering: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025- _____

A RESOLUTION FOR AN EASEMENT FOR A PUBLIC SIDEWALK IN MILWAUKEE
COUNTY RIGHT OF WAY ALONG THE EAST SIDE OF
S. 76TH STREET (CTH U) ONTO CARMA LABORATORIES PROPERTY
APPROXIMATELY .062 ACRES

WHEREAS, The City of Franklin has requested an Easement (Exhibit A) from Carma Laboratories, Inc., a developer in the City of Franklin, to continue the construction of a public sidewalk on S. 76th Street (CTH U) and connect to the new path on W. Ryan Road (STH 100.); and

WHEREAS, Construction is ultimately complete excepting the portion that is diverting onto Carma property; and,

WHEREAS, the City of Franklin supports the construction project and said project will include a public sidewalk on the east side of S. 76th Street (CTH U) along their development; and

WHEREAS, the City of Franklin is willing to take ownership and maintenance of the referenced sidewalk; and

WHEREAS, the Franklin Municipal Code Section 222-6 provides that the adjacent Owner is responsible for clearing snow and ice from adjacent sidewalks.

NOW, THEREFORE, BE IT RESOLVED that the City of Franklin agrees that all ownership and all future maintenance of said City public sidewalk shall be borne by the City of Franklin, and/or adjacent owner(s) as outlined in the Franklin Municipal Code.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution 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 _____ 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 _____

EXHIBIT A

Document Number	PUBLIC SIDEWALK EASEMENT	This Sidewalk Easement (the "Easement") by and between <u>Carma Laboratories, Inc. a Wisconsin Corporation</u> (the "Grantor"), and the City of Franklin, a Wisconsin municipal corporation (the "Grantee"), is entered into by and between the parties this <u>21</u> day of <u>October</u>, 2025. RECITALS A. Grantor is the owner of certain real property located at <u>9410 S. 76th St.</u>, in the City of Franklin, Milwaukee County, Wisconsin, which is more fully described in the attached Exhibit A (the "Property"). B. Grantor desires to grant to Grantee a perpetual easement for the purpose of maintaining a public sidewalk easement on and through the Property pursuant to the terms and conditions of this Easement. BASED UPON THE FOREGOING RECITALS, the mutual agreements within this Easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:
		Recording Data
		Name and Return Address City of Franklin c/o City Clerk 9229 W. Loomis Road Franklin, Wisconsin 53132
		Parcel Identification Number

1. **Grant of Easement:** Grantor (including heirs, executors, administrators, personal representatives, successors, and assigns) grants to Grantee, and its employees, agents, licenses, and contractors a perpetual easement over and across the land hereinafter specifically described, to operate, maintain, repair, reconstruct, inspect and/or extend a sidewalk for public pedestrian, bicycle, and similar non-motorized use. The location of the easement area with respect to the Grantor's land is as shown and described on the attached Exhibit B (the "Easement Area"). Specifically, under this Easement, Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees, shrubs, or other vegetation that may encroach on the Easement Area provided that Grantee shall dispose of all cuttings and trimmings by hauling them away from the Property.

a. The construction and installation of the Public Sidewalk shall be made by the Grantor at Grantor's expense in accordance with the plans and specifications approved by the City Engineer. Upon the Grantee's acceptance of the Public Sidewalk constructed and installed by Grantor pursuant to the required plans and specifications, the Public Sidewalk shall be the property of the Grantee (recognizing that the property interest of the Grantee is pursuant to the grant provided by this Easement).

2. **Use of Easement:** Subsequent to the acceptance by Grantee of the constructed and installed Public Sidewalk, Grantor shall not construct, place, grant, allow, or maintain any structures or impediments of any kind within the Easement Area including, but not limited to, buildings, fences, gardens, and other landscaping that would inhibit access by the Grantee and/or members of the public, such that Grantee shall have the full enjoyment and use of the rights herein granted, including but not limited to, the rights to remove and to clear all structures and obstructions which might interfere with the rights herein contained and the free and full right of ingress and egress over and across the Easement Area and other adjacent lands of the grantor to and from said Easement Area and the use of said Easement Area and other adjacent lands of the grantor as necessary or convenient for the full enjoyment and use of the rights herein granted. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the Easement Area. Subject to the above, Grantor reserves the right to use the Easement Area for purposes that will not interfere with the Grantee's full enjoyment of the Easement rights granted in this Easement. If Grantor, upon reasonable notice to the Grantee, initiates improvements on the Property which

would interfere with the use of the Easement Area, the Grantee agrees to pay for the relocation of the Easement Area to accommodate said improvements.

3. **Restoration and Maintenance:** Except in the case of a breach by Grantor or a termination by agreement under Paragraph 9 below, Grantee agrees to restore or cause to have restored the Grantor's land as nearly as is reasonably possible to the condition existing prior to such entry by the Grantee or its agents. This restoration however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area. Regular maintenance of the surface of the Easement Area shall be the sole responsibility of the Grantee.

4. **Indemnification:** To the fullest extent permitted by law, Grantee shall indemnify and hold harmless Grantor and its officers, directors, partners, and employees from and against costs, losses, and damages caused solely by the negligent acts or omissions of Grantee or Grantee's officers, directors, partners, employees, agents, and consultants in the performance activities called for under the Restoration and Maintenance provisions of Paragraph 3 above. However, nothing contained within this Easement is intended to be a waiver or estoppel of the Grantee or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Grantee 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.

5. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future and that none of the rights herein granted shall be lost by non-use.

6. **Waiver:** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement.

7. **Enforcement:** Enforcement of this Easement may be proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to prevent a violation or to obtain any other relief. Should a party enforcing this Easement by appropriate action prevail in litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.

8. **Entire Agreement; Amendment:** This Easement contains the entire agreement between the parties relating to the rights granted and obligations assumed. Any modifications to this Easement must be in writing and signed by both parties.

9. **Termination:** This Easement may be terminated only by a written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee. Grantee, its successors, and assigns may execute and record a release of this Easement at any time. This Easement shall also terminate if the purposes of the Easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. **Governing Law:** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.

11. **Covenants Run with Land:** All of the terms and conditions in this Easement, including the benefits and burden, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. Grantor shall cooperate with Grantee in recording any instrument deemed necessary by Grantee to address the provisions of Wis. Stat. § 893.33(6).

[SIGNATURE PAGES FOLLOW]

GRANTOR

Name of Grantor

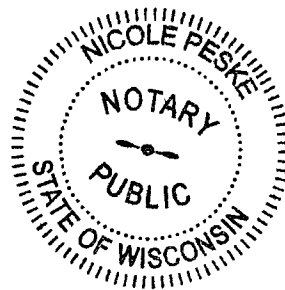
By: Richard Simonson
CEO, Carma Laboratories, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally, came before me this 21 day of October, 2025, the above-named, Richard Simonson, to me known to be the persons who executed the foregoing instrument and acknowledged the same

Nicole Peske
Notary Public, Milwaukee County, Wisconsin
My commission (expires) (is) February 1, 2026



GRANTEE

CITY OF FRANKLIN

ATTEST:

By: _____
John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally, came before me this _____ day of _____, 2025, the above-named John R. Nelson and Shirley J. Roberts, Mayor and City Clerk of the City of Franklin respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

Notary Public, Milwaukee County, Wisconsin
My commission (expires) (is) _____.

Exhibit A

Legal Description of Property

Lot 3 of Certified Survey Map No. 9568, recorded in the office of the Milwaukee County Register of Deeds on August 9, 2024 as Document No. 11411310, also being a part of the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 22, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin.

EXHIBIT B
EASEMENT AREA

N88° 35' 30.00"E
30.000'



0 0.5' 1'
SCALE: 1" = 5'

S. 76TH STREET

N0° 26' 01.00"W
90.000'

90.000'
S0° 26' 01.00"E

P.O.B

30.000'
S88° 35' 30.00"W

W. RYAN ROAD



PREPARED BY:
DATE:
SCALE:

JMS
10/10/2025
AS SHOWN

CITY OF FRANKLIN
ENGINEERING DEPARTMENT
9229 W LOOMIS RD, FRANKLIN, WI 53132
(414) 425-7510

Exhibit C

Legal Description of the Easement

Being a part of Lot 3 of Certified Survey Map No. 9568, recorded in the office of the Milwaukee County Register of Deeds on August 9, 2024 as Document No. 11411310, also being a part of the West ½ of the SW ¼ of Section 22, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin, bounded as follows:

Commencing at the Southwest corner of Lot 3 of the said Certified Survey Map, also being the point of beginning of the land to be described; thence N00°26'01"W along the East right of way line of South 76th Street, 90.00 feet to a point; thence N88°35'30"E, 30.00 feet to a point; thence S00°26'01"E, 90.00 feet to a point; thence S88°35'30"W, 30.00 feet to the point of beginning.

Said lands containing 2,700.00 square feet or 0.062 acres.

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS & RECOMMENDATIONS	Discussion with MCPR, Public Relations Contractor – Roles and Responsibilities	ITEM NUMBER A.5.

The City currently contracts with MCPR who provides public relations and communications services. As part of the ongoing effort to enhance transparency and consistent messaging, the contractor will attend this meeting to discuss her current roles, responsibilities, and areas of focus within the City's communications strategy.

This agenda item is intended to allow Council members to gain a better understanding of how public relations activities are being managed and to provide an opportunity for feedback or clarification on communication priorities.

Mary Christine will be in attendance for discussion and questions.

FISCAL IMPACT

No immediate fiscal impact. Services are provided under the existing budget of \$25,000. Current invoices are being handled on a "per month" basis. Consideration of a change to "hours worked" or "time and materials" basis should be discussed.

COMMON COUNCIL ACTION REQUESTED

Discussion only.

Administration/Mayor

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2025
REPORTS AND RECOMMENDATIONS	A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH LEXIPOL, LLC., FOR POLICY MANAGEMENT AND WILEAG ACCREDITATION	ITEM NUMBER 5.6.

BACKGROUND:

The Franklin Police Department is seeking accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG) to meet and exceed our department's mission of providing high-quality service with integrity and honor. The Franklin Police Department has been awarded a grant through the Department of Justice Office of Community Oriented Policing Services (COPS) to fund our strategic plan of becoming accredited.

As part of the budgeted grant funds, we are requesting approval to enter into a service agreement with Lexipol, LLC. Lexipol policy management and accreditation services is a comprehensive subscription-based policy development, management, and training solution specifically designed for law enforcement agencies. Lexipol provides legally vetted, state-specific policies that meet WILEAG accreditation standards, along with a secure online platform for policy dissemination, acknowledgement tracking, automated legal updates, and policy-related training modules. This procurement directly supports the following accreditation project needs:

- Development of legally sound, accreditation-compliant policies
- Streamlined policy management and revision tracking
- Documentation of officer acknowledgment for all policies
- Access to ongoing policy updates based on Wisconsin legislative or case law changes
- Support for agency alignment with best practices, risk reduction, and liability mitigation.

The Franklin Police Department requests approval to enter into a two-year service agreement with Lexipol, LLC., for this project. The contract is in negotiation at the time of this action sheet request. All costs are covered by the funds awarded by the grant.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025 _____, A Resolution Authorizing the approval to enter into a Service Agreement with Lexipol, LLC., for Policy Management and WILEAG Accreditation.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT
FOR SERVICES WITH LEXIPOL, LLC.

WHEREAS, the Chief of Police having recommended approval of an agreement proposed but is in negotiations by Lexipol LLC., for WILEAG accreditation and service thereof for policy management and accreditation services;

WHEREAS, the proposed grant award agreement will provide funds over a period of two years in a value up to \$71,424 towards the cost of Lexipol services; and

WHEREAS, the proposed agreement will provide legally vetted, state specific policies that meet WILEAG accreditation standards, along with a secure platform for policy dissemination, acknowledgement tracking, automated legal updates, and policy-related modules; and

WHEREAS, the common council having considered such proposal and the resources currently available to obtain such needed services, and the benefit to the Community from the provision of same and having found such proposal to be reasonable.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 4th day of November, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of November, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES

NOES

ABSENT



PROPOSAL

Franklin Police Department

About Us

Created in 2003 by two attorneys (and former law enforcement officers), Lexipol exists to **serve those who serve others**. We know the weight public safety leaders carry—and we believe no one should bear it alone. That's why we build tools and deliver guidance that help law enforcement and corrections department leaders cut through complexity and protect what matters most: your people, your purpose, and your community. With a range of informational and technological tools that reinforce accountability, reduce liability, and build community trust, Lexipol helps your team achieve total readiness.

12K

PUBLIC SAFETY AGENCIES
AND MUNICIPALITY
CUSTOMERS

670K

FIRST RESPONDERS
USING LEXIPOL
SOLUTIONS

170

PARTNERSHIPS WITH PUBLIC
SAFETY ASSOCIATIONS AND
RISK POOLS

Solutions For Today. Ready For Tomorrow.

Lexipol is the only all-in-one platform for law enforcement and corrections leaders that supports every aspect of your operations, so you can stay ready for what's next.

- **Policy:** Improve policy compliance with state-specific policies researched and written by policy and legal professionals – and tools to efficiently distribute them and track personnel acknowledgements as laws and standards evolve.
- **Training:** Meet training mandates and enhance performance with high-quality, compliant training across all levels of your agency, online or in the field.
- **Wellness:** Empower your agency with a wellness program that combines 24/7, confidential, app-based support with data-driven analytics to identify trends, tailor wellness initiatives, and foster a culture of sustained resilience and engagement.
- **Reports:** Proactively address issues, trace patterns, and enhance decision-making and community trust with real-time, centralized access to key metrics.
- **Grants:** Identify, apply for, and secure grants that fund essential agency needs with a real-time, online database and team of experienced grant writers.



Description of Services

If Professional Services solutions are included in your purchase, the following additional terms apply:

Cancellation and Rescheduling of Meetings

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply.

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

Time is of the essence:

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

Personnel Changes

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Accreditation Workbench - Premium

Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench Premium provides your agency's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable

- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs
- Compliance checklists are preloaded for each standard, clearly detailing required written directives and proofs of compliance (Accreditation Manager can also customize the checklists)
- Upload, store and organize proofs of compliance (e.g., documents, videos) in a preformatted electronic folder system that is based on how the accrediting body organizes standards and its accreditation review cycle
- Complete self-assessments by using analysis tools to identify gaps in required proofs of compliance
- Streamline assessment process by generating printed reports or showing the assessor compliance items stored in the online system

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

Agency is Purchasing the following

Order Summary**001 Annual Policy Subscription - Year 1 (2026-01-01 to 2026-12-31)**

Qty	Description	Unit Price	Disc (%)	Disc Amt	Tax Amount	Extended
60	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$21,417.00	10%	\$2,141.70		\$19,275.30
60	Annual Law Enforcement Supplemental Manual(s)	\$2,035.00	10%	\$203.50		\$1,831.50
60	Law Enforcement Accreditation Workbench Premium	\$2,168.00	10%	\$216.80		\$1,951.20
60	Annual Law Enforcement Procedures	\$1,225.00	10%	\$122.50		\$1,102.50
Discount:				\$2,684.50	Subtotal:	\$24,160.50

002 One-Time Implementation Fee (Split)- 1 of 2 (2026-01-01 to 2026-12-31)

Qty	Description	Unit Price	Disc (%)	Disc Amt	Tax Amount	Extended
0.5	Law Enforcement Full Implementation	\$24,235.00	50%	\$6,058.75		\$6,058.75
0.5	Law Enforcement Agency-Specific Content Extraction	\$2,960.00	50%	\$740.00		\$740.00
Discount:				\$6,798.75	Subtotal:	\$6,798.75

003 Annual Policy Subscription - Year 2 (2027-01-01 to 2027-12-31)

Qty	Description	Unit Price	Disc (%)	Disc Amt	Tax Amount	Extended
60	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$21,417.00	10%	\$2,141.70		\$19,275.30
60	Annual Law Enforcement Supplemental Manual(s)	\$2,035.00	10%	\$203.50		\$1,831.50
60	Law Enforcement Accreditation Workbench Premium	\$2,168.00	10%	\$216.80		\$1,951.20
60	Annual Law Enforcement Procedures	\$1,225.00	10%	\$122.50		\$1,102.50
Discount:				\$2,684.50	Subtotal:	\$24,160.50

004 One-Time Implementation Fee (Split) - 2 of 2 (2027-01-01 to 2027-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amt	Tax Amount	Extended
0.5	Law Enforcement Full Implementation	\$24,235.00	50%	\$6,058.75		\$6,058.75
0.5	Law Enforcement Agency-Specific Content Extraction	\$2,960.00	50%	\$740.00		\$740.00
Discount:				\$6,798.75	Subtotal:	\$6,798.75

Discount:	\$18,966.50
Subtotal:	\$61,918.50
Tax:	
Total Due:	\$61,918.50

Notes

Discount Notes

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2025
REPORTS AND RECOMMENDATIONS	A RESOLUTION AUTHORIZING THE APPROVAL OF THE FRANKLIN POLICE DEPARTMENT OPEN RECORDS FEE SCHEDULE AS PRESENTED.	ITEM NUMBER 5.7.

BACKGROUND:

The Franklin Police Department receives numerous public records requests each year, including requests for police reports, incident logs, and other departmental records. Historically, the Police Department has utilized the City's general fee schedule to impose a fee upon the requester of a copy of a record. However, that schedule does not fully account for the actual costs associated with staff time, duplication, media, and redaction specific to law enforcement records.

The Department recently implemented its body-worn camera program, which adds new requirements for reviewing and redacting digital media prior to release. Wisconsin State Statutes §19.35(3)(a) and §19.35(3)(h) authorize law enforcement agencies to impose fees for the actual, necessary, and direct costs of redacting recorded audio or video content when required to comply with applicable law.

The proposed fee schedule establishes a clear and standardized structure for recovering reasonable costs associated with processing open records requests while maintaining compliance with Wisconsin's Open Records Law. This schedule ensures transparency, consistency, and fairness in applying fees.

Implementation of the new fee schedule will allow the Franklin Police Department to recover costs related to staff time, materials, duplication, and media used in fulfilling records requests. The fees are not intended to generate revenue but to offset operational expenses incurred in providing public records.

The Franklin Police Department recommends that the Common Council approve the new Police Department Open Records Fee Schedule and authorize the Police Department to implement and publish the schedule.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025_____, A RESOLUTION AUTHORIZING THE APPROVAL OF THE FRANKLIN POLICE DEPARTMENT OPEN RECORDS FEE SCHEDULE AS PRESENTED.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING THE APPROVAL OF THE FRANKLIN POLICE DEPARTMENT
PUBLIC RECORDS FEE SCHEDULE AS PRESENTED

WHEREAS, the Franklin Police Department receives numerous public records requests each year for police reports, incident logs, audio and video recordings, and other departmental records; and

WHEREAS, the Police Department has historically utilized the City's general fee schedule to impose a fee upon the requester of a copy of a record; however, that schedule does not fully account for the actual costs associated with staff time, duplication, media, and redaction specific to law enforcement records; and

WHEREAS, the Police Department has implemented its body-worn camera program, creating additional requirements for reviewing and redacting recorded digital media in compliance with applicable law; and

WHEREAS, Wisconsin State Statutes authorize a law enforcement agency to impose a fee upon a requester for the actual, necessary, and direct cost of redacting, whether by pixelization or other means, recorded audio or video content to the extent redaction is necessary to comply with applicable constitutional, statutory, or common law; and

WHEREAS, the proposed Franklin Police Department Public Records Fee Schedule establishes a clear, transparent, and standardized structure for recovering reasonable costs related to the processing and production of public records requests, consistent with Wisconsin's Open Records Law; and

WHEREAS, implementation of this fee schedule is not intended to generate revenue, but rather to offset operational expenses associated with fulfilling public records requests.

BE IT FURTHER RESOLVED, by the Common Council of the City of Franklin, that the Franklin Police Department Public Records Fee Schedule, as presented, is hereby approved; and that the Franklin Police Department is authorized to implement and publish the approved fee schedule in accordance with Wisconsin law.

Introduced at a regular meeting of the Common Council of the City of Franklin, this 4th day of November, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin, this 4th day of November, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES

NOES

ABSENT



Franklin Police
Department
9455 W. Loomis Rd
Franklin, WI 53132

"An authority may impose a fee upon the requester of a copy of a record which may not exceed the actual, necessary, and direct cost of reproduction and transcription of the record, unless a fee is otherwise specifically established or authorized to be established by law." Wis. Stat. § 19.35(3)(a).

Public Records Request Fee Schedule

Hard Copies	Includes any paper records provided by:	\$0.15 per page (black and white)
	• Copying a paper record • Printing an electronic record	Fee calculation: copy and paper cost <i>In rare instances, specialized skills, equipment, or technology may result in additional copy costs.</i>
Electronic Copies	Includes any electronic records provided by:	
	• Email • PDF • DVD • Flash drive • Other electronic format	
	Paper to Digital Includes scanning physical documents and saving them in a digital format for electronic distribution.	Fee waived <i>In rare instances, specialized skills, equipment, or technology may result in copy costs.</i>
	Digital to Physical Includes copying records that are already in digital format onto a physical medium for distribution.	Cost of physical medium: DVD (each): \$5.00 (4.7 GB) Flash drive (each): \$6.99 (16 GB) \$9.99 (32 GB) \$16.99 (64 GB) \$19.99 (128 GB) \$37.99 (512 GB) Hard Drive (each): \$69.99 (1 TB) \$79.99 (2 TB) Fee calculation: Cost of physical medium used. (Additional shipping fees may apply)
Location Fees	Digital to Digital	Fee waived
	Includes copying records from one digital format to another for distribution (e.g., email).	<i>In rare instances, specialized skills, equipment, or technology may result in copy costs.</i>
Location Fees	May only be imposed if the cost of location alone is \$50 or more. Includes searching for and identifying responsive records, but does not include any applicable redaction fees.	Will be calculated at the hourly pay rate of the person(s) locating records, multiplied by the actual time expended to locate those records
Redaction Fees	May be imposed upon a requester for the actual, necessary, and direct cost of redacting recorded audio or video content to the extent redaction is necessary to comply with applicable constitutional, statutory, or common law.	Will be calculated at the hourly pay rate of the person(s) redacting records, multiplied by the actual time expended to redact those records

An authority may require prepayment of any fee imposed if the total amount exceeds \$5.

Updated: Oct 2025

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS AND RECOMMENDATIONS	FIRE CHIEF TO PROVIDE AN UPDATE ON FIRE DEPARTMENT FACILITIES AND MOLD REMEDATION PROJECT AT FIRE STATION #1.	ITEM NUMBER H.8.

On Monday, November 3rd the mold remediation project at Fire Station #1 will be commencing. The contractor will be establishing containment zones, protecting HVAC systems, and then opening walls, ceilings and confined spaces in several areas of the station to remove contaminated material and treat affected surfaces with anti-microbial cleaning agents. The full scope of the damage is unknown as most is hidden in these confined spaces.

Out of an abundance of caution, all fire department employees will be moved out of the station and relocated during this project, which is estimated to last approximately 3.5 weeks. Fire Department Administration will be relocated to Fire Station #2 at 9911 S. 60th. Street. The Fire Department Shift Commander will be relocated to Fire Station #3 at 4755 W. Drexel Avenue. Paramedic Unit 111 and Engine 111 will be relocated to the Tess Corners (Muskego) Fire Station at W13444 Loomis Drive. This fire station is currently unstaffed and sits just outside the Franklin city limits skirting the southern portion of Fire Station 1's response area. Because of quick access to both Loomis Road and North Cape / Forest Home Avenue, this location will allow quicker response to Franklin's west and south sides and slightly lengthen response times to the north. To reduce response times to the north, Fire Station #3's primary response area will be expanded to cover the eastern portion of Fire Station #1's response area. Additionally, for any high acuity calls for service, a multi-station response is automatically dispatched and includes our Shared Service partners from Greendale and Hales Corners Fire Departments.

Fire Department staff will be providing regular updates to the Council as this project moves forward.

COUNCIL ACTION REQUESTED
Motion to accept the report and place on file.

Fire: JCM

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$8,950 OF CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT VEHICLE MAINTENANCE TO REPAIR THE LADDER TRUCK'S HYDRAULIC PTO PUMP	ITEM NUMBER M.9.

Background

The fire department's ladder truck, a 2000 KME 102 ft. aerial platform, has undergone emergency unplanned repairs to the hydraulic Power Take Off (PTO) pump which provides power to the aerial ladder platform. This component failed while the apparatus was being utilized at a roof fire in the Franklin Industrial Park. The PTO pump is a critical component of the vehicle and if left unrepaired, the aerial ladder is rendered unusable and will place the unit out-of-service.

Recommendation

This repair would typically be funded by the fire department vehicle maintenance operating budget. The 2025 allocation for that budget line (01-0221-5241) is \$34,000, with a current balance of \$8,434.58 remaining for the year. If emergency contingency funding is not approved, this operating budget line will be completely exhausted while still needing to maintain a fleet of 14 other emergency vehicles for the remainder of 2025. Recommendation for the use of contingency appropriations is deemed necessary.

Fiscal Note

The City of Franklin has a contingency fund with an appropriation of \$125,000. Previous contingency funding appropriated \$99,038 to fund other necessary operational expenses, would leave \$17,012 in unused funds for the 2025 Annual Budget after this amendment.

The GL Numbers associated with this amendment are:

General Fund

01-0199-5499	Unrestricted Contingency	Decrease	\$8,950
01-0221-5241	Fire Vehicle Maintenance	Increase	\$8,950

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2025-_____, an Ordinance to amend Ordinance 2024-2649, an Ordinance adopting the 2025 Annual Budget for the General Fund to Transfer \$8,950 of Contingency Appropriations to Fire Department Vehicle Maintenance to Repair the Ladder Truck's Hydraulic PTO Pump.

Roll Call Vote Required

Fire – JM / Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING
THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$8,950 OF
CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT VEHICLE MAINTENANCE
TO REPAIR THE LADDER TRUCK'S HYDRAULIC PTO PUMP

WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the City of Franklin on November 19, 2024; and

WHEREAS, the 2025 Annual Budget appropriated \$125,000 for unplanned and unexpected expenses; and

WHEREAS, the Common Council authorized \$8,950 of General Fund contingency appropriations for the purpose of repairing the 2000 KME ladder truck's hydraulic PTO pump; and

WHEREAS, the 2025 budget has appropriated \$34,000 for Fire Department vehicle maintenance, but requires additional contingency funding to appropriate the unexpected expenditure; and

WHEREAS, the Budget Appropriation Units should be adjusted for the above items as listed below; and

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

Section 1 That the 2025 General Fund Budget be amended as follows:

General Fund

0199	Contingency	Decrease	\$8,950
0211	Vehicle Maintenance	Increase	\$8,950

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

**Rennert's Fire Equipment
Service**

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

Invoice: **5011**Date: **10/6/2025**

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

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

Service Order	Terms	Due Date	Authorizer	Customer PO	Unit #
5528	Net 30	11/5/2025			208/Truck 111

Item	Description	Quantity	Rate	Amount
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Complaint: Aerial issue**Cause:** Customer request

Labor	Correction: Aerial / Hydraulic / Aerial hydraulic issue Customer states no aerial hydraulics. Run diagnostics, remove Hydraulic pump and PTO pump. Test and found Hydraulic pump okay, found PTO pump has failed PTO pump cannot be identified due to corrosion, send out for identification, PTO is obsolete. Ordered new upgraded PTO pump. Prepped all components. Installed new PTO pump, installed Hydraulic pump, bleed system and test. Adjust hydraulic pump pressures to oem spec Test all functions Top off hydraulic oil. Check automatic transmission fluid and okay	15.90000	\$165.00	\$2,623.50
Parts	Clutch Shift PTO - CS10-A1006-H3DX	1.00000	\$5,990.94	\$5,990.94
Parts	Shipping Cost - Shipping	1.00000	\$184.95	\$184.95
			Subtotal	\$8,799.39

Unit: 208/Truck 111 **VIN:** 1K9AF64861N058311**Fleet #:** 4584

2001 Kovatch Mobile Equipment

Chassis: 33,364 Miles

Labor	\$2,623.50
Parts	\$6,175.89
Shop Supplies	\$150.00
Pre-Charge Subtotal	\$8,949.39
Local (5.5% of \$0.00)	\$0.00
Total	\$8,949.39
Payments & Credits	\$0.00
Balance Due	\$8,949.39

A monthly finance charge of 1.5% will be added to all balances over 30 days. This amounts to 18% interest per year.

A 4% fee of the transaction account will be charged on all credit card payments.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2025
REPORTS & RECOMMENDATIONS	An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone the Property Located on the Northwest Corner of South 27th Street and West Drexel Ave, a part of 2710 W. Drexel Ave, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003), to B-MU South 27th Street Mixed Use Business District (Stephen Cross, Agent for COSTCO Wholesale Corp., Applicant), (Northwestern Mutual Life Insurance, Property Owners)	ITEM NUMBER 25.10. Ald. Dist. 4

(Item 1 of 3)

The items before the Common Council today are requests to allow for the development of a Costco retail site, including a gas station. Applications include: a request for Rezoning (*this item*) to B-MU South 27th Street Mixed Use Business District, a request for a Conditional Use (*Item 2*) for a fuel station, and a request for Planned Development Overlay (PDO) of B-MU Zoning (*Item 3*) to allow for modifications of requirements of the zoning.

At their October 23, 2025 meeting, the Plan Commission recommended approval of this request and the related applications. The Commission also approved a Site Plan for the development, subject to conditions that the Common Council approve these necessary applications to allow for the site as designed. The Commission held a hearing for the Rezoning. There were no public comments on the zoning change.

Plan Commission review materials including the staff report detailing these applications are included here with *Item 1*.

Fiscal Impact: Not Applicable

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2025-_____, An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone the Property Located on the Northwest Corner of South 27th Street and West Drexel Ave, a part of 2710 W. Drexel Ave, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003), to B-MU South 27th Street Mixed Use Business District (Stephen Cross, Agent for COSTCO Wholesale Corp., Applicant), (Northwestern Mutual Life Insurance, Property Owners)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 10-13-2025]

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF SOUTH 27TH STREET AND WEST DREXEL AVE, A PART OF 2710 W. DREXEL AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY (TKN 786 9980 003), TO B-MU SOUTH 27TH STREET MIXED USE BUSINESS DISTRICT (STEPHEN CROSS, AGENT FOR COSTCO WHOLESALE CORP., APPLICANT), (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS)

WHEREAS, Costco Wholesale Corporation having petitioned the City of Franklin for the rezoning of approximately 20.18 acres of land, from B-P Business Park District to B-MU South 27th Street Mixed-Use District, such land being a part of 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003); and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 23rd day of October, 2025, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would 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: §15-2-03 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for a part of 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003) described below, be changed from B-P Business Park District to B-MU South 27th Street Mixed-Use District:

A division of a part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of

competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

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

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 _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION



Meeting of October 23, 2025

Rezoning, Conditional Use, Site Plan, & Planned Development Overlay

RECOMMENDATION: Staff recommends approval of the applications for a Rezoning, Conditional Use, Site Plan, & Planned Development Overlay. Recommended Conditions of Approval are provided in the draft Resolution(s).

Project Name:	Costco Development
Property Owner:	Northwestern Mutual Life Insurance
Applicant:	Stephen Cross Agent for Costco Wholesale Corporation
Property Address/Tax Key Number:	2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way, 786 9980 003
Aldermanic District:	District 4
Agent:	Ben Langemeier, GRAEF
Zoning District:	BP Business Park
Use of Surrounding Properties:	Oak Creek – Business / Vacant (east) Office (north and west) Mixed Use and Multifamily (south)
Application Request:	1. Map Amendment (Rezone) recommendation 2. Conditional Use recommendation 3. Planned Development Overlay recommendation 4. Site Plan decision
Staff Planner:	Marion Ecks, AICP

The items before the Commission today are requests to allow for the development of a Costco retail site, including a gas station. The Plan Commission has previously recommended approval of preliminary applications for the development: a two-lot Certified Survey Map (CSM) to create the parcel, and a Comprehensive Master Plan (CMP) Amendment to allow for zoning changes. Applications include:

Rezoning application from B-P (Business Park) zoning district to a B-MU (Mixed-use) district to allow for retail use of more than 20,000 square feet, as well as a fuel facility as an accessory use associated with the main retail use of the property. The B-MU zoning will become the base district for the proposed Planned Development application.

Conditional Use application to allow for a fueling station as an accessory use to the proposed retail development on the site. The proposed station will have 12 pumps, which allows for 24 vehicles to fuel at the same time, with an expansion area for a potential future service.

Planned Development Overlay (PDO) of B-MU Zoning to allow for alteration of requirements for site design, building materials, lighting and other standards.

Site Plan to allow for development of an approximately 162,000 square foot retail store with parking lot, fueling station, and related parking, landscaping and stormwater management. To be located on Lot 1 of the recently approved CSM. The Plan Commission may conditionally approve the Site Plan, subject to approval of the other related applications by Common Council.

PROJECT ANALYSIS

Approval of the full development requires a Certified Survey Map, Comprehensive Master Plan Amendment, Rezoning, Planned Development, Conditional Use, and Site Plan. The property is currently owned by Northwestern Mutual Life Insurance. The proposed Lot 1 does not have buildings on it. The Common Council approved the creation of the 20.18 acre Lot 1 on September 16, 2025.

City Development staff has the following comments and concerns about this proposal. Detailed comments to the applicant are provided in the Staff Review Response Letter memo attached.

Rezoning

The development has already received approval an update to Future Land Use Map of the City of Franklin 2025 Comprehensive Master Plan from “Office” with areas of “Natural Resources” to “Mixed Use,” a necessary first step to allow for the rezoning request from B-P (Business Park) zoning district to a B-MU (Mixed-use).

The surrounding area has a Future Land Uses of Mixed Use to the north and south, which includes residential, commercial, and institutional uses. There is also a small segment of a multifamily land use area to the south of the site. To the west are single family homes with Office future land use, and vacant land that is designated recreational. Immediately adjoining zoning districts are B-P, B-MU, and R-MF Multifamily.

The B-MU zoning will become the base district for the proposed Planned Development application, and zoning standards not modified by the PDO will remain in effect.

Conditional Use

The application generally complies with the requirements of the Standards for Conditional Uses (§15-9-06.H.), and of Use Specific Standards for Vehicle Fuel Sales (§15-4-09.D.). The applicant is requesting modification of the requirements of §15-4-09.D.10 which requires recessed lighting, and §15-4-09.D.8 which does not allow for signage on fuel pump canopies as part of the proposed PDO.

Proposed hours of operation for the fuel station are 6:00 AM to 10:00 PM Monday through Friday, 6:00 AM to 8:30 PM on Saturday, and 6:00 AM to 7:30 PM on Sundays. The applicant notes that Costco Wholesale occasionally adjusts hours of operation for all locations nationwide. Staff recommends that fuel sales be limited by the Conditional Use approval to a timeframe between 6:00 AM and 10:00 PM daily.

The applicant is required to provide a bufferyard easement and related screening on the portion of the property abutting (across from) residential zoning.

Planned Development Overlay (PDO)

The PDO proposes modifications to the requirements of the UDO for the following items:

#	Item	UDO Section	Requirement	Modification
1	Building Orientation / Entrance orientation	15-5-10.E.4	Main entrances oriented toward primary street; Secondary entrances along secondary streets.	Main entrances oriented not required to be oriented toward primary street.
2	Glazing	15-5-10.E.1	40% Front Façade; 30% Street Side Façade	Glazing not required on both facades.
3	Roof Modulation	15-5-10.D.	A flat roofline should not extend more than one hundred (100) feet without modulation.	A roofline may extend more than one hundred (100) feet without modulation.
4	Façade Articulation	15-5-10.C.	Horizontal and vertical variation of facades	Horizontal and vertical variation of facades not required.
5	Gas Canopy Signage	15-4-09.D.10	No signs shall be permitted on fuel pump canopy roofs or fascia.	One Costco Wholesale sign is permitted on each of the four (4) canopy sides. Signs must comply with the standards of Article 6, and obtain required permits.
6	Recessed Canopy Lights	15-4-09.D.8	Fuel pump canopies shall be lit with only fully recessed lighting.	Fuel pump canopies may be lit with non-recessed lighting. Lighting must comply with the standards of §15-5-11.
7	Parking Stall Count	Table 15-5-01.B.	1 space / 250 Square Feet of GFAR	875 Stalls or an increase of 35%, whichever is larger.
8	Impervious Coverage	Table 15-3-01.B.	70% Maximum Impervious Coverage	85% Maximum Impervious Coverage
9	Light Pole Height	Table 15-5-11(C)(2).	Maximum Height 20'.	Maximum Height 36.5'. Lighting must otherwise comply with the standards of §15-5-11.
10	Screening	15-5-07.A.2.a	Fenced screening of trash and recycling required	Fenced screening not required. The applicant shall provide landscaping to protect views from 27th St.
11	Landscape Island Size	15-5-06-A.2.	Planting area shall be nine (9) feet by eighteen (18) feet minimum	Planting area shall be three (3) feet by six (six) feet minimum

12	Exterior Building Cladding Materials and Glazing	Table 15-5-10(B)	See Table 15-5-10(B)	See tables B and C in draft ORD
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Request item 12 is for modifications to the required percentages of architectural materials (Table 15-5-10(B)) provided here for reference.

Table 15-5-10(B) for BMU		Allowable Percentage	Front/Street	Interior	Rear
	Glazing	Min	50/40	0	0
	Masonry	Min	50	25	any
	Lap Siding, Stucco	Max	50	75	any
	EFIS, Concrete	Max	15	25	25
	Metal Siding	Max	15	25	25
	Vinyl Siding, Unfinished Concrete Block	Max	0	0	25

The primary building includes a “zero-entry” threshold at the main entrance, an accessibility feature that complies with the §15-10-04.G.

Site Plan

The Costco development is designed as an approximately 162,000 square foot building, to be located in the northeast portion of the lot abutting South 27th St.

The primary building will have a prominent entrance feature as is typical of the Costco brand, located at the southwest corner of the structure. There will be a row of garage doors along the south façade to access the tire center. The east façade facing S. 27th St. will not include entrances; the applicant is proposing landscape screening and a sidewalk connection from the building front to the sidewalk on S. 27th. The length of the sidewalk is based on the slope of the site in order to meet grade requirements for accessibility. The northern façade is focused on service areas including a trash compactor; this area will be visually screened from S. 27th St. and the NML property by plantings.

The site will also include a fueling station on south portion of the lot, which will consist of fueling lanes and pumps, and a small shelter for an attendant. There will not be a retail operation attached to the fuel station.

Parking

The 2025 UDO allows for administrative approval of a parking increase of up to 30 percent, provided the development meets the standards of UDO §15-05-01.B.2. These standards include provision of permeable paving or green infrastructure, additional landscaping, and limiting the quantity of parking in the front yard of the building.

In this case, the parking increase quantity exceeds the wholesale standard of 1 space / 250 Square Feet of GFAR by approximately 35 percent. This request for an increase has been incorporated into the modifications of the PDO; however, the provisions to allow for this increase have not been met. Staff recommends a condition that the applicant provide these requirements.

Natural Resources

Lot 1 contains a number of wetland features identified in the Natural Resource Protection Plan. The DNR has determined that the wetlands are not regulated by them, and federal jurisdictional determination is pending. In the unlikely case that the wetlands are determined to fall under federal jurisdiction, the applicant must apply for relevant permits from the Army Corps of Engineers, and also obtain approval of a Natural Resource Special Exception (§15-7-02).

Under the provisions of UDO Part 7 Degraded and Non-federal wetlands may be impacted as part of development, but compensation is required for habitat loss. The applicant has demonstrated the degraded condition of the wetlands on site (see the wetland delineation report provided). The Plan Commission must decide if they agree with this finding (§15-7-02.D.2.g). In the case that they concur, if the applicant provides required compensation in conjunction with the impact, the impact may be approved as part of a Site Plan or PDO. Compensation options include green infrastructure, native plantings, supplemental trees, or a combination of these (§15-7-02.D.2.d). Staff recommends a condition that the applicant provide compensation as a condition of this Site Plan approval, subject to the review and approval of Planning Staff.

If the applicant is not able to provide compensation onsite, a Natural Resource Special Exception is required (§15-7-04.E.).

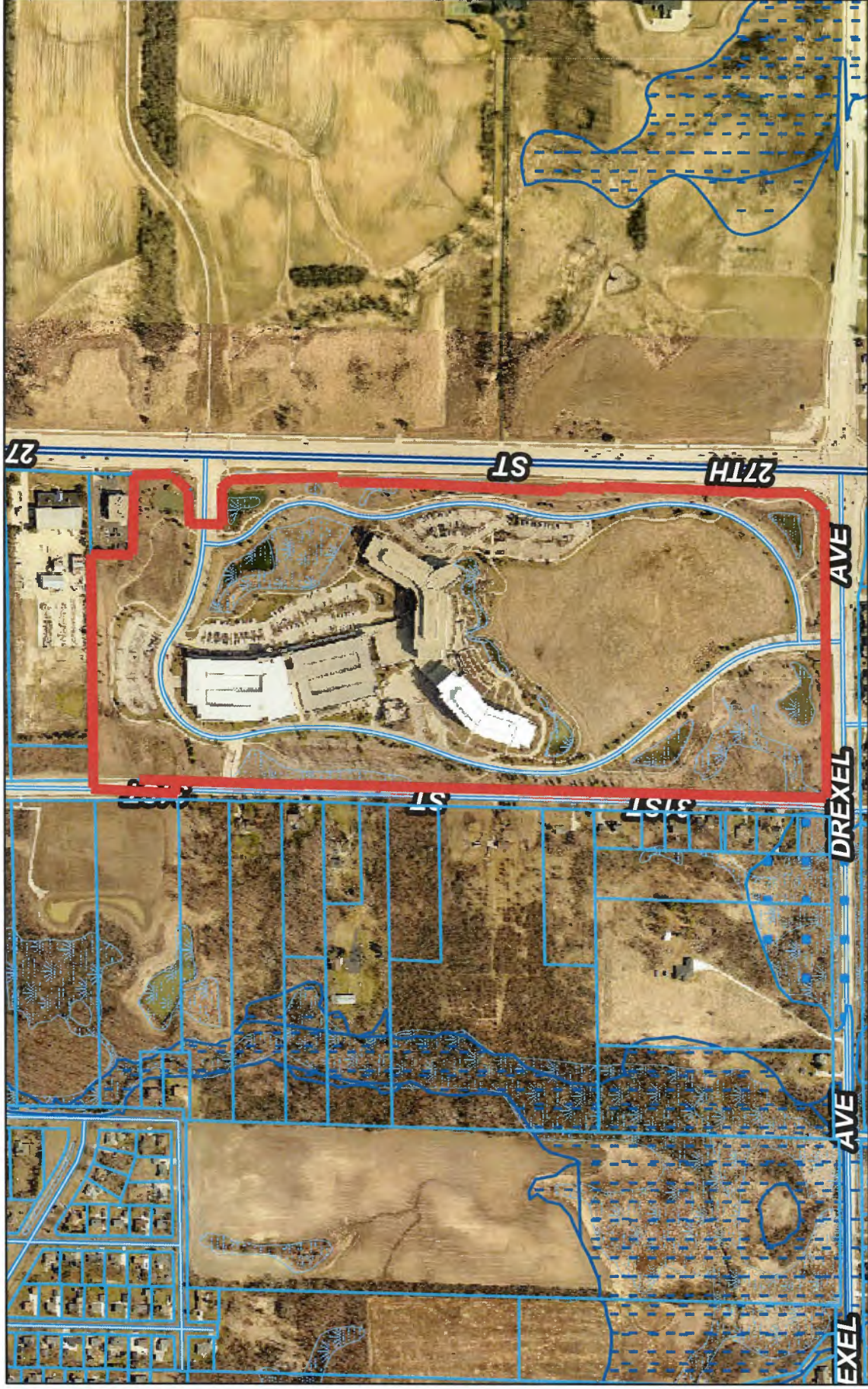
The applicants proposed site plan otherwise complies generally with the requirements of the UDO for lighting, landscaping, and other site features, with the exception of those items for which modifications have been requested as part of the Planned Development Overlay District.

Recommendation

All resolutions are drafted with a standard set of condition relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Staff's recommended additional conditions based on review of these applications for compliance with the Unified Development Ordinance are included in the draft legislative documents provided.

Exhibits:

- Applicant Exhibits



7/31/2025, 8:53:26 AM

Parcel

1:9,028
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km
SE Wisc Reg Planning Comm, SEWRPC, Maxar



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August 12, 2025

Marion Ecks, AICP
Principal Planner
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SUBJECT: Costco Wholesale- Franklin, WI
Re-Zoning Application

Dear Marion:

Costco Wholesale Corporation (Costco) and Agents, in conjunction with Northwestern Mutual, hereby present this application for Map Amendment (Rezoning) to the City of Franklin (City). This rezoning application is for a member's-only Costco Wholesale retail facility to be located at the northwest corner of S. 27th Street and W. Drexel Avenue.

Costco is requesting re-zoning of the subject property (future Costco property) from **B-P (Business Park District) to B-MU (Business Mixed-Use)** zoning for the proposed development of a Costco Wholesale Warehouse. A Planned Development District (PDD) application is being applied for concurrently with this rezoning application.

The rezoning to B-MU will allow for retail use of more than 20,000 square feet, as well as a fuel facility as an accessory use associated with the main retail use of the property. Costco understands that the proposed fuel facility will be a conditional use, and a Conditional Use Permit (CUP) is being applied for concurrently with this application.

The rezoning of the Costco parcel will maintain the desired consistency of land uses for the South 27th Street Corridor. All the properties to the North and West of the proposed Costco site are currently zoned B-MU. Also, there are properties within the B-MU zoning that are along South 27th Street south of Drexel Avenue.

Rezoning the proposed Costco parcel to accommodate the needs of Costco Wholesale will support the goal of providing for appropriate commercial development on a scale that accommodates the needs of the residents of the City of Franklin.

As part of this application, we are attaching the following documents for this submittal:

- Map Amendment (Rezoning) Application
- Project Narrative
- Legal Description (PDF and Word formatted)
- Site Plan

RESOLUTION NO. 2025-_____

A RESOLUTION APPROVING A SITE PLAN AMENDMENT FOR THE DEVELOPMENT OF A RETAIL STORE WITH PARKING LOT, FUELING STATION, AND RELATED PARKING, LANDSCAPING AND STORMWATER MANAGEMENT, UPON PROPERTY LOCATED ON THE NORTHWEST CORNER OF SOUTH 27ST STREET AND WEST DREXEL AVE, A PART OF 2710 W. DREXEL AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY (TKN 786 9980 003) (STEPHEN CROSS, AGENT FOR COSTCO WHOLESALE CORP., APPLICANT), (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS)

WHEREAS, Costco Wholesale Corporation having applied for approval of a proposed site plan for the development of an approximately 162,000 square foot retail store with parking lot, fueling station, and related parking, landscaping and stormwater management upon property located at 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way, bearing Tax Key No. 786 9980 003; and

WHEREAS, the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to §15-9-03.B of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan for the development of a single-story medical office building, as depicted upon the plans dated October 13, 2025, attached hereto and incorporated herein, is hereby approved, subject to the following terms and conditions:

1. The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for the Costco Wholesale Corporation dated October 13, 2025.
2. Costco Wholesale Corporation, successors and assigns, and any developer of the 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, for the Costco Wholesale Corporation development project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

COSTCO WHOLESALE CORPORATION – SITE PLAN AMENDMENT
RESOLUTION NO. 2025-_____

Page 2

3. The approval granted hereunder is conditional upon the Costco Wholesale Corporation development project for the property located at 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way, bearing Tax Key No. 786 9980 003: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. That the Costco Wholesale Corporation Site Plan shall be developed and constructed pursuant to such Site Plan within two years from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin.
5. Approval of this Site Plan is conditioned on approval of the related application to rezone the property from B-P Business Park District to B-MU South 27th Street Mixed-Use District, and the application for a Conditional Use.
6. This Site Plan does not approve any modification of the development standards of the 2025 UDO. The applicant must obtain approval of the related application for a Planned Development Overlay 45 to allow for modification of the standards of the UDO.
7. The applicant shall revise site plans to meet the requirements of §15-05-01.B.2 to allow for parking increases, subject to the approval of Planning Staff, prior to the issuance of any building permit.
8. The Plan Commission **[does not] find[s]** that the wetlands on site meet the requirements of UDO §15-7-02.D., provided these wetlands are determined to be non-federal.
9. The applicant shall provide compensation for wetland impacts in accordance with §15-7-02.D.2.d, prior to the issuance of any building permit subject to the review and approval of Planning Staff.
10. In the case that the wetlands are determined to fall under federal jurisdiction, the applicant must apply for relevant permits from the Army Corps of Engineers, and also obtain approval of a Natural Resource Special Exception (§15-7-02), prior to the issuance of any building permit.

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

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

COSTCO WHOLESALE CORPORATION – SITE PLAN AMENDMENT
RESOLUTION NO. 2025-____
Page 3

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



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August 8, 2025

Marion Ecks, AICP
Principal Planner
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SUBJECT: Costco Wholesale- Franklin, WI

Dear Marion:

Costco Wholesale Corporation (Costco) and Agents, in conjunction with Northwestern Mutual, hereby present this application for a Planned Development District (PDD) to the City of Franklin (City):

We have submitted the following documents for this submittal:

- Planned Development District (PDD) Application
- Project Description
- PDD Narrative
- Legal Description (PDF and Word formatted)
- Site Plan
- Building Elevations
- Landscape Plans
- Lighting Plans
- Natural Resource Protection Plan

Hard copies of the items above will be delivered to the Planning Department of City under separate cover. Upon notice by the Planning Department, we will provide an additional 12 copies of the materials above prior to the Plan Commission hearing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ben Langemeier".

Ben Langemeier, PE
Project Manager



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The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

October 13, 2025

Marion Ecks, AICP, Principal Planner
City of Franklin – Department of City Development
9229 W. Loomis Road
Franklin, Wisconsin 53132

SUBJECT: Department of City Development – Response Letter
Staff Comments – PDD, Conditional Use, Rezoning, Site Plan

Dear Marion:

This letter is in response to the review comments received September 17, 2025, regarding the review of the Costco Wholesale Development's Planned Development District (PDD), Conditional Use, Rezoning, and Site Plan Applications. This letter is formatted to follow the comment letter and addresses each *comment*.

Rezoning

1. None *Noted*.

Planned Development District

The proposed PDD requests modifications of B-MU zoning standards to accommodate Costco's development standards. Specific requests have been made for modifications to the base zoning. **GRAEF RESPONSE: See comments in red below.**

2. Please see comments on each requested modification:
 - a. Building Orientation – None *Noted*.
 - b. Glazing, Roof Modulation, and Façade Articulation – None *Noted*.
 - c. Gas Canopy Signage - Proposed signage must otherwise comply with the standards of Article 6, and obtain required permits. *Noted*.
 - d. Parking Stall Count – PDD Request is for 873 Stalls.
GRAEF RESPONSE: Site plan parking count adjusted to match architectural site plan. Stall count buffer was added in PDD for flexibility in parking stall layout in future if needed. Final stall count is 868 stalls.
 - e. Site Plan indicates 884 stalls. Please reconcile / clarify the requested quantity.
GRAEF RESPONSE: Site plan parking count adjusted to match architectural site plan.
 - f. Impervious Coverage - BMU Impervious standard is 70%. Applicant proposed standard is 85%; site plan indicates 72.36% coverage. No comment on requested percentage. *Noted*.
 - g. Light Pole Height – None *Noted*.
 - h. Screening – None *Noted*.

Conditional Use

Vehicle fuel sales require approval of a Conditional Use in the B-MU zoning district, and are subject to use-specific standards (15-4-09.D). The applicant has provided responses to the general standards for Conditional Uses (15-9-06.H). **Noted.**

3. What are the proposed hours of operation for the gas station?
GRAEF RESPONSE: Current Costco fuel facility hours are 6a-10p Monday-Friday, 6a-8:30p on Saturday, and 6a-7:30p on Sundays. (Note: Costco Wholesale occasionally adjusts hours of operation for all locations nationwide.)
4. Please provide the results of the Traffic Impact Analysis for consideration of circulation requirements.
GRAEF RESPONSE: TIA results were returned to the City by WisDOT on September 11, 2025. City reviewed and returned comments to Costco on September 22, 2025. A copy of these can be forwarded to Planning should they not have a copy.
5. Fuel pump canopies are required to be lit with only fully recessed lighting. Staff recommends including a modification of this requirement in the PDD.
GRAEF RESPONSE: An allowance is being requested in the updated PDD narrative.
6. A Bufferyard is required on the portion of the property abutting (across from) residential zoning.
GRAEF RESPONSE: Comment acknowledged. Evergreen plantings (6-foot minimum) and a 6-foot board-on-board fence have been provided on the portion of property abutting residential zoning.

Site Plan

The proposed development is being reviewed against B-MU zoning standards, with allowances crafted by a proposed PDD to accommodate the applicant's designs. The retail use is a permitted use in BMU; the fuel station requires conditional use approval.

GRAEF RESPONSE: Noted.

General

7. Signage requires separate permitting. Contact staff for information about sign permits.
GRAEF RESPONSE: Noted.
8. Site Plan approval will be conditioned on approval of the PDD.
GRAEF RESPONSE: Noted.
9. Information provided about trail revisions and pedestrian circulation are incomplete, or shows connections that break down. Some exhibits show this occurring on the NML property, but Costco facilities needs to make sense and comply with the UDO.

GRAEF RESPONSE: A pedestrian path has been added to connect the existing path across Northwestern Mutual Way to the Costco parking lot. A connection to the existing path has also been added at the southwest portion of the site to connect to Drexel Avenue and the Oak Leaf Trail.

Landscaping 15-5-05 & 15-5-06

10. Proposed quantities of landscaping comply with requirements.
GRAEF RESPONSE: Noted.
11. Impervious surface area calculations should include any rock mulch or other stone landscape materials.
GRAEF RESPONSE: Rock mulch should be considered as a pervious surface due to the nature and composition of loose stones that allow water to infiltrate into the ground rather than running off.
12. Please provide a breakdown of categories of impervious surface such as for the building, parking, landscape, rock mulch etc.
GRAEF RESPONSE: Noted. Provided in the architectural site plans Pervious Surface Area Exhibit DD13-12.
13. A full plant list is required. Staff is OK with a conditional approval of this element of the site plan, to allow for full plans to be provided later on. Please note that the City has preferred tree types and encourages the use of native species when practicable.
GRAEF RESPONSE: Noted. Final plant species will be provided at a later date and will focus on native species.
14. All areas not covered by buildings or paving should be covered with landscaping. The use of conventional sod or turf grass as ground cover should be limited to those areas planned for active or passive recreation use, or other areas where substantial use of the area is anticipated.
GRAEF RESPONSE: Noted.
15. Irrigation is required. Landscape plans refer to irrigation plans in the notes section; please confirm that irrigation will be provided.
GRAEF RESPONSE: A fully automatic irrigation system will be installed for all proposed landscape areas onsite.
16. The minimum dimension of any planting area shall be nine (9) feet by eighteen (18) feet. Several of the landscape islands close to the building do not comply with this requirement. Staff recommends including a modification of this requirement in the PDD.
GRAEF RESPONSE: An allowance has been requested in the revised PDD submittal.
17. The Site Plan exhibits labeled as DD13-11 depict stormwater ponds as including impervious surface area. Planted detention ponds do not count towards zoning calculations of impervious surface. Stormwater requirements by the Engineering department may differ.

GRAEF RESPONSE: Noted. Engineering considers a permanent pool impervious in stormwater calculations. We've depicted it as such for City Engineering and State approvals.

Parking 15-5-01 (See PDD)

18. Parking quantity exceeds wholesale standard of 1 space / 250 Square Feet of GFAR by approximately 35 percent. See PDD for comments on requested modifications. **Noted.**

- a. Proposed parking complies with ADA requirements. **Agreed.**
- b. Administrative parking increases require compensation including green infrastructure. Staff recommends providing GI to compensate for additional impervious coverage.

GRAEF RESPONSE: We are seeking PDD allowance for the requirement for green infrastructure. The proposed parking stall count is in line with parking need studied at various Costco locations throughout the state. The flatness and smoothness of the parking lot's asphalt surface is of critical operational performance for the Costco customer experience, which are not compatible with pervious pavements/pavers. Costco locations around the country handle stormwater management requirements through efficient surface storage methods rather than green infrastructure.

19. Bicycle parking is required – a minimum of five (5) percent of the off-street vehicle parking spaces provided, up to ten (10) required bicycle parking spaces. This must be located within 50' of the building's main entrance.

GRAEF RESPONSE; 10 bicycle parking spaces are being proposed adjacent to the main entrance. See included Concept Site Plan for location.

20. Are any electric charging stations proposed? If so, please not them on plans.

GRAEF RESPONSE: None are proposed currently.

21. Please indicate snow storage areas on plans. Landscaped areas cannot be used for snow storage.

GRAEF RESPONSE: Snow storage area now depicted on sheet C300.

Lighting 15-5-11

22. Maximum pole height in B-MU is 20'. Applicants request of 36' is included in PDD.

GRAEF RESPONSE: Noted.

23. What is the color temperature? It must be between four thousand (4,000) and five thousand (5,000) degrees Kelvin.

GRAEF RESPONSE: Noted, will comply.

24. Lighting may not exceed 0 footcandles at property lines adjacent to a residential zoning district. Staff recommends additional shielding, landscaping, or other

measures to mitigate light levels on the south property line across from the Franklin Oaks Condominiums.

GRAEF RESPONSE: Noted, will comply.

25. Lighting may not exceed 0.5 footcandles at all other property lines.

GRAEF RESPONSE: Noted, will comply.

Architecture 15-5-10 (See PDD)

26. Please provide a table detailing material quantity for each façade of the primary building (see example for one option; if you have a preferred format please use that).

GRAEF RESPONSE: Noted. Table detailing material quantity for each façade of the primary building has been provided on the architectural Building Elevations Exhibit on page 2.

27. Please provide a table detailing material quantity for each façade or element of the fueling station.

GRAEF RESPONSE: Noted. Table detailing material quantity for each façade of the fueling station has been provided on the architectural Building Elevations Exhibit on page 11.

28. Building architecture does not comply with the standards of this section. See PDD for comments on requested modifications. **Noted.**

Natural Resources – Article 7

29. The Natural Resource Protection Plan (NRPP) provided employs the 1998 UDO. This application is subject to the 2025 Unified Development Ordinance. Please revise the NRPP to be responsive to the updated ordinance.

GRAEF RESPONSE: NRPP has been revised accordingly.

30. Please provide a copy of the wetland delineation report. Note that delineations must be certified by the DNR, and may not be older than 5 years.

GRAEF RESPONSE: Wetland Delineation report provided. This was done in 2025.

31. Please provide documentation that wetlands 1-6 are not subject to the jurisdiction of the US Army Corps of Engineers.

GRAEF RESPONSE: This has been submitted to the US Army Corps of Engineers. Response will be provided to the City once received. The WDNR artificial wetland determination has previously been provided.

32. Impacts to degraded wetlands require compensation subject to the standards of 15-7-05.D.2.d.2: "Any applicant proposing to impact a non-federal jurisdiction or degraded wetland shall complete on- or off-site compensation at the ratio specified in Table 15-7-03 and as further set forth in the Natural Resource Guidance, by completing any combination of the following site improvements in conjunction with the impact:

- i. *The inclusion of green infrastructure stormwater management features providing capture of the first one inch of runoff over all new or expanded impervious areas on the site; or*
- ii. *The establishment of deep-rooted vegetation native to Southeastern Wisconsin in the landscape plan, in an area equal or greater in size to the degraded wetland, with fencing or other barriers to prevent routine mowing or abuse of the plantings; or*
- iii. *Supplemental tree planting in excess of the requirements of Article 5 of this Ordinance or any compensation otherwise required by this Article, with a projected tree canopy area at maturity equivalent or greater to the total area of the affected wetland; or*
- iv. *Any combination of (i), (ii) and (iii) above equivalent to or greater than 1.5 times the area of the degraded or non-federal jurisdiction wetland; or*
- v. *Any combination of these measures or other compensation consistent with the City of Franklin Natural Resource Guidance, as approved by the Plan Commission, with an area equivalent to or greater than 1.5 times the area of the degraded or non-federal jurisdiction wetland."*

Please provide information about proposed compensation. Staff recommends inclusion of Green Infrastructure in site design both to accommodate this required compensation, and as compensation for parking increases.

GRAEF RESPONSE: Further conversations are needed regarding this item. The WDNR has determined that these wetlands in question are artificial and exempt from all State regulations. We are anticipating that these will also be exempt from Federal jurisdiction shortly per item 31 above. Please confirm that artificially exempted wetlands are still subject to the code above. In the eyes of the State, there are no wetlands on the Costco site. As noted in the NRPP, this portion of the Northwestern Mutual campus was master planned for fuel development. Prior to 2005, land use within the Subject Property consisted of a drive-in movie theater, driveways, and sidewalks with no preexisting natural resources. The wetlands currently on the Subject Property developed as a result of water collecting in poorly graded low points located near and around construction staging areas (visible in historic aerial photos until 2012).

- 33. The storms water management pond depicted on southeast corner of the project area in the NRPP materials does not match what is depicted on civil set.

GRAEF RESPONSE: Figure 5 shows the proposed pond configuration, which comes from the plan set. The existing pond being modified is shown as an overlay on the other exhibits.

NML Site Changes

The site plan submittal shows changes to the adjacent property (Lot 2 of the CSM currently under review) that are outside of the scope of this review. Please note this on



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plans and other relevant documents. The owners of Lot 2 are responsible for obtaining approval of a Site Plan Amendment to accommodate their new design including trail changes, lane striping, impervious surface, and parking etc. Planning staff received an application for this on September 16, 2025.

GRAEF RESPONSE: Noted. As indicated, plans were submitted on 9/16/26 for the Site Amendment application from Northwestern Mutual. A note has been added to the Layout Plans within Costco Set indicating that the NM work is contained within a separate plan set.

CSM Resolution, Condition 6:

The applicant shall apply for a Site Plan Amendment to account for changes to their site resulting from the CSM prior to the approval of any Site Plan for development of the new Lot 1

GRAEF RESPONSE: Noted. As indicated above, plans were submitted on 9/16/26 for the Site Amendment application from Northwestern Mutual. NM and GRAEF will work with the City to acquire applicable approvals.

Fire Department

FHD has no comments on this stage of the project. As the project progresses, FHD will conduct plan review of the physical facility and license and inspect this location as a Retail Food Establishment as an agent of DATCP.

GRAEF RESPONSE: Noted.

Please let me know should you have any further questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ben Langemeier'.

Benjamin Langemeier, P.E.
Project Manager

Site Plan Project Narrative

Project Summary – Northwestern Mutual Parcel – South 27th Street

Costco Wholesale Corporation is planning to develop the northwest corner of the intersection of South 27th Street and West Drexel Avenue in the City of Franklin, Wisconsin. The parcel is a 20.1757-acre site that is to be subdivided from a larger, existing 79.5-acre parcel owned by The Northwestern Mutual Life Insurance Company.

The portion of the site Costco is anticipating developing is undeveloped and was rough graded with the 2001 development of the Northwestern Mutual campus to the north. The non-campus portion of the site includes stormwater ponds that capture runoff from the campus and landscape features (including the large prairie area) that were installed with the intent of development at a later date.

The prairie is now overgrown with mixed vegetation and includes six artificial wetlands totaling 1.24 acres. The wetlands were artificially created as historical photos reviewed initially show agricultural fields interspersed with small, wooded areas that were later replaced with a movie theater, parking, driveways, and sidewalks. The project is in the process of obtaining concurrence and exemption as artificial wetlands.

If approved, the proposed Costco development will include an approximately 162,000 square foot retail facility with a tire sales component, a fueling station, and an additional ~13.0 acres of exterior developments associated with access drives, parking stalls, stormwater management, and landscaping/screening.

The project is planning to commence construction in Spring 2026.



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August 12, 2025

Marion Ecks, AICP
Principal Planner
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SUBJECT: Costco Wholesale- Franklin, WI
Re-Zoning Application

Dear Marion:

Costco Wholesale Corporation (Costco) and Agents, in conjunction with Northwestern Mutual, hereby present this application for Map Amendment (Rezoning) to the City of Franklin (City). This rezoning application is for a member's-only Costco Wholesale retail facility to be located at the northwest corner of S. 27th Street and W. Drexel Avenue.

Costco is requesting re-zoning of the subject property (future Costco property) from **B-P (Business Park District) to B-MU (Business Mixed-Use)** zoning for the proposed development of a Costco Wholesale Warehouse. A Planned Development District (PDD) application is being applied for concurrently with this rezoning application.

The rezoning to B-MU will allow for retail use of more than 20,000 square feet, as well as a fuel facility as an accessory use associated with the main retail use of the property. Costco understands that the proposed fuel facility will be a conditional use, and a Conditional Use Permit (CUP) is being applied for concurrently with this application.

The rezoning of the Costco parcel will maintain the desired consistency of land uses for the South 27th Street Corridor. All the properties to the North and West of the proposed Costco site are currently zoned B-MU. Also, there are properties within the B-MU zoning that are along South 27th Street south of Drexel Avenue.

Rezoning the proposed Costco parcel to accommodate the needs of Costco Wholesale will support the goal of providing for appropriate commercial development on a scale that accommodates the needs of the residents of the City of Franklin.

As part of this application, we are attaching the following documents for this submittal:

- Map Amendment (Rezoning) Application
- Project Narrative
- Legal Description (PDF and Word formatted)
- Site Plan



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August 12, 2025

Marion Ecks, AICP
Principal Planner
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SUBJECT: Costco Wholesale- Franklin, WI
Re-Zoning Application

Dear Marion:

Costco Wholesale Corporation (Costco) and Agents, in conjunction with Northwestern Mutual, hereby present this application for Map Amendment (Rezoning) to the City of Franklin (City). This rezoning application is for a member's-only Costco Wholesale retail facility to be located at the northwest corner of S. 27th Street and W. Drexel Avenue.

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The rezoning to B-MU will allow for retail use of more than 20,000 square feet, as well as a fuel facility as an accessory use associated with the main retail use of the property. Costco understands that the proposed fuel facility will be a conditional use, and a Conditional Use Permit (CUP) is being applied for concurrently with this application.

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Rezoning the proposed Costco parcel to accommodate the needs of Costco Wholesale will support the goal of providing for appropriate commercial development on a scale that accommodates the needs of the residents of the City of Franklin.

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August 12, 2025

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Department of City Development
City of Franklin
9229 W. Loomis Road
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SUBJECT: Costco Wholesale- Franklin, WI
Re-Zoning Application

Dear Marion:

Costco Wholesale Corporation (Costco) and Agents, in conjunction with Northwestern Mutual, hereby present this application for Map Amendment (Rezoning) to the City of Franklin (City). This rezoning application is for a member's-only Costco Wholesale retail facility to be located at the northwest corner of S. 27th Street and W. Drexel Avenue.

Costco is requesting re-zoning of the subject property (future Costco property) from **B-P (Business Park District) to B-MU (Business Mixed-Use)** zoning for the proposed development of a Costco Wholesale Warehouse. A Planned Development District (PDD) application is being applied for concurrently with this rezoning application.

The rezoning to B-MU will allow for retail use of more than 20,000 square feet, as well as a fuel facility as an accessory use associated with the main retail use of the property. Costco understands that the proposed fuel facility will be a conditional use, and a Conditional Use Permit (CUP) is being applied for concurrently with this application.

The rezoning of the Costco parcel will maintain the desired consistency of land uses for the South 27th Street Corridor. All the properties to the North and West of the proposed Costco site are currently zoned B-MU. Also, there are properties within the B-MU zoning that are along South 27th Street south of Drexel Avenue.

Rezoning the proposed Costco parcel to accommodate the needs of Costco Wholesale will support the goal of providing for appropriate commercial development on a scale that accommodates the needs of the residents of the City of Franklin.

As part of this application, we are attaching the following documents for this submittal:

- Map Amendment (Rezoning) Application
- Project Narrative
- Legal Description (PDF and Word formatted)
- Site Plan



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Hard copies of the items above will be delivered to the Planning Department of City under separate cover. Upon notice by the Planning Department, we will provide an additional 12 copies of the materials above prior to the Plan Commission hearing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ben Langemeier".

Ben Langemeier, PE
Project Manager

cc. Brian Konyn, Northwestern Mutual Real Estate w/attachments

PROPOSED REZONING TO B-MU
(FUTURE COSTCO PARCEL)

27th St

Drexel Ave

28th St

B-MU

B-P

R-SR

R-MF

R-SE

Parcel



Map Amendment Project Narrative

Project Summary – Northwestern Mutual Parcel – South 27th Street

Costco Wholesale Corporation is planning to develop the northwest corner of the intersection of South 27th Street and West Drexel Avenue in the City of Franklin, Wisconsin. The parcel is a 20.1757-acre site that is to be subdivided from a larger, existing 79.5-acre parcel owned by The Northwestern Mutual Life Insurance Company.

This Map Amendment Application is to re-zone the future Costco parcel from B-P (Business Park) zoning district to a B-MU (Mixed-use) district to allow for retail use of more than 20,000 square feet, as well as a fuel facility as an accessory use associated with the main retail use of the property. A separate Planned Development District (PDD) application for an overlay district is being applied for concurrently with this rezoning application.

The portion of the site Costco is anticipating developing is undeveloped and was rough graded with the 2001 development of the Northwestern Mutual campus to the north. The non-campus portion of the site includes stormwater ponds that capture runoff from the campus and landscape features (including the large prairie area) that were installed with the intent of development at a later date.

If approved, the proposed Costco development will include an approximately 162,000 square foot retail facility with a tire sales component, a fueling station, and an additional ~13.0 acres of exterior developments associated with access drives, parking stalls, stormwater management, and landscaping/screening.

The project is planning to commence construction in Spring 2026.

Conditional Use Project Narrative

Project Summary – Northwestern Mutual Parcel – South 27th Street

This Conditional Use Application is for a fuel facility that would operate as an accessory use to the Costco retail facility. It should be noted that there will be no convenience store associated with this fuel facility, and the fuel facility would only be accessible to Costco members.

The proposed fuel facility will have 12 pumps, which allows for 24 vehicles to fuel at the same time. The plan also provides an expansion area for an additional three (3) pumps with six (6) more fueling stations that would ultimately provide 15 pumps with 30 fueling stations. In addition to the vehicles being fueled the initial design will provide stacking for forty (40) vehicles, and the expanded facility would provide stacking for 45 vehicles. Costco Wholesale Corporation is planning to develop the northwest corner of the intersection of South 27th Street and West Drexel Avenue in the City of Franklin, Wisconsin. The parcel is a 20.1757-acre site that is to be subdivided from a larger, existing 79.5-acre parcel owned by The Northwestern Mutual Life Insurance Company.

The portion of the site Costco is anticipating developing is undeveloped and was rough graded with the 2001 development of the Northwestern Mutual campus to the north. The non-campus portion of the site includes stormwater ponds that capture runoff from the campus and landscape features (including the large prairie area) that were installed with the intent of development at a later date.

If approved, the proposed Costco development will include an approximately 162,000 square foot retail facility with a tire sales component, a fueling station, and an additional ~13.0 acres of exterior developments associated with access drives, parking stalls, stormwater management, and landscaping/screening.

The project is planning to commence construction in Spring 2026.



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August 13, 2025

Marion Ecks, AICP
Principal Planner
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SUBJECT: Costco Wholesale- Franklin, WI
Conditional Use Application – Fuel Facility

Dear Marion:

Costco Wholesale Corporation (Costco) and Agents, in conjunction with Northwestern Mutual, hereby present this application for Conditional Use for the Costco Fuel Facility to the City of Franklin (City). This Conditional Use application is for a fuel facility for a member's-only Costco Wholesale retail facility to be located at the northwest corner of S. 27th Street and W. Drexel Avenue.

The fuel facility is intended to operate as an accessory use to the retail facility. It should also be noted that there will be no convenience store associated with this fuel facility. This application follows the previously submitted CSM and Comprehensive Map Amendment application that is currently being processed that would designate the subject parcel as "Mixed-Use" area. A separate application for re-zoning the subject property to B-MU is being filed concurrently with this Conditional Use application.

Section 15-9-06.H of the Unified Development Ordinance outlines the General Standards set forth for consideration of a Conditional Use Permit. Costco's responses are outlined below.

1. Ordinance and Comprehensive Master Plan Purposes and Intent

The proposed Costco fuel facility will be in harmony with the general and specific purposes for which the UDO was enacted and for which the regulations of the zoning district (B-MU) were established, and with the general purpose and intent of the City of Franklin Comprehensive Master Plan. This Conditional Use would be consistent with the proposed Comprehensive Map amendment that would change this property to a "Mixed-Use" area. Costco Wholesale will support the goal of providing for appropriate commercial development on a scale that accommodates the needs of the residents of the City of Franklin. The project creates consistency with S. 27th Street being a commerce district and a traffic generator for the City of Franklin. Fuel operations are integral to Costco's national retail brand.

2. *No Undue Adverse Impact*

The proposed development will not have substantial or undue adverse or detrimental effect upon or endanger the adjacent property, the character of the S. 27th Street corridor, or the public health, and general welfare. The fuel facility will not diminish and impair property values within the community or adjacent neighborhoods. As mentioned in item 3 below, the fuel facility is complementary to the warehouse and the architecture concepts align between the two, not impacting on the character of the S. 27th Street Corridor. Costco's fuel facilities are designed with fueling equipment and safety protocols that comply with all regulations to ensure public safety.

3. *Compatibility With Surrounding Development*

The fuel facility will be constructed, arranged, and operated so as not to dominate the immediate vicinity. The development will also not interfere with the use of neighboring properties. As shown on the Building Elevation contained within this application, signage is kept to a minimum and does not overwhelm the public. The architecture of the facility is complementary to the Warehouse building as well. The fuel facility seamlessly fits in with the site operations.

4. *Adequate Public Facilities*

The development and use of the fuel facility will be served adequately by essential public facilities and services. The proposed fuel facility ties into the private storm sewer and pond system for the warehouse and will not overwhelm the existing public storm sewer system. There is no sanitary sewer or water main serving the fuel facility, therefore the public utilities will remain unaffected.

5. *Adequate Circulation*

The fuel facility development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures have been taken to provide ingress and egress in a manner to minimize traffic congestion in the public streets. The fuel facility operates in a one-way manner, meaning users enter the fueling station from the west and exist on the east, ensuring a smooth traffic flow. The Fuel facility is designed with 12 pumps, which allows for 24 vehicles to fuel at the same time, while also providing additional queuing space for up to forty (40) additional cars. An expansion area to provide an additional 3 pumps with 6 more fueling stations has also been provided in the plan. The full buildout of the fuel facility would provide 15 pumps for a total of 30 fueling stations. A right turn lane is designed for entering the fuel facility to eliminate congestion with customers not wishing to get gas and head directly to the warehouse.



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6. *No Destruction of Significant Features*

The proposed use and development of the fuel facility will not result in the destruction, loss or damage of any natural, scenic, or historic features of significant importance. As outlined in the NRPP contained within this application, the Wisconsin Department of Natural Resources has approved an Artificial Wetland Exemption for the Costco parcel, and the development is therefore exempt from State wetland regulations. The proposed fuel facility location does impact the existing stormwater management pond; however, the pond will be expanded and the layout revised to avoid the fuel facility and provide the site with ample stormwater management capacity. The revised pond configuration can be seen on the Site Plan contained in this application.

As part of this application, we are including the following documents for this submittal:

- Cover Letter
- Conditional Use Application
- Legal Description (Word formatted)
- Project Narrative
- Site Plan
- Building Elevations
- Landscape Plan
- Lighting Plan
- NRPP

Hard copies of the items above will be delivered to the Planning Department of City under separate cover. Upon notice by the Planning Department, we will provide an additional 12 copies of the materials above prior to the Plan Commission hearing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ben Langemeier".

Ben Langemeier, PE
Project Manager

cc. Brian Konyn, Northwestern Mutual Real Estate w/attachments



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COSTCO PLANNED DEVELOPMENT DISTRICT NARRATIVE

Property Location: The parcel is located at the northwest corner of the intersection of South 27th Street and West Drexel Avenue in the City of Franklin, Wisconsin. The parcel is a 20.1757-acre site that is to be subdivided from a larger, existing 79.5-acre parcel owned by The Northwestern Mutual Life Insurance Company via a CSM that was submitted to the City in June 2025.

The proposed PD Overlay is generally consistent with the City's Unified Development Ordinance (UDO) and Comprehensive Master Plan, with the requested modifications outlined below. Costco is requesting the allowances listed above to promote harmonious and compatible land-uses with the rest of the S. 27th Street corridor and to stimulate creative approaches to mixed-use development of the subject parcel. The Costco project complies with the Modification Standards as outlined in section 15-10-04 of the City's UDO while seeking the site development allowances listed below.

The existing Northwestern Mutual signage at the NW corner of the West Drexel and South 27th Street intersection will be removed; however, the landscaping and surrounding walls will remain as a potential gateway feature to welcome Costco customers and other visitors into the City of Franklin, creating a sense of placemaking that is important to the City and outlined in the Modification Standards within the City Code section 15-10-04.

Costco is requesting the following site development allowances with a Planned Development Overlay of B-MU Zoning for the following items:

1. Building Orientation
2. Glazing, Roof Modulation, and Façade Articulation
3. Gas Canopy Signage
4. Parking Stall Count
5. Impervious Coverage
6. Light Pole Height
7. Screening
8. Landscape Island Size
9. Fuel Facility Canopy Lighting

Building Orientation:

Section 15-5-10.E.4 - Entrance Orientation. Main entrances to buildings shall be oriented toward the primary street adjoining the subject property. Secondary entrances are encouraged along secondary streets or along building frontages not adjoining a street. The primary street adjoining the Costco Warehouse is South 27th Street.

The Costco design team reviewed various options for orienting the building with the main entrance facing S 27th Street. However, the resulting plans proved unfeasible for the following reasons:

- The property is not a uniform rectangular shape to easily orient the building differently. This alignment would put the building in the middle of the site, rendering the site unworkable.
- The tire center and member entry would be adjacent to South 27th Street and not facing the middle of the site where the parking would be.
- There would be very limited parking on the east side of the building, even if the building was to be tucked as far west as we can go. The parking is typically arrayed around the entrance at the corner to provide convenient parking around the two sides of the building as we have shown it. With the building in the middle of the site you would have two isolated parking lots.

Costco is requesting Site Development Allowance from City Code section 15-5-10(E)4. Costco plans to use enhanced architectural elements and additional landscaping along the North and East sides of the warehouse facing South 27th Street to create a pleasant amenity along the South 27th Street corridor.

Embedded into the Costco program is awareness and responsibility to the environment. The Costco sites and buildings are designed, constructed and operated to be energy-efficient, sustainable, and environmentally responsible. Costco's building practices are aligned with the intent of the City's Modification Standards B (Sustainable Design) and H (High Quality Building Materials). The building structure steel system and architectural metal panels are comprised of 80% recycled content with the associated batt insulation comprised of greater than 50% recycled content. The roof maintains reflectance, emittance and SRI rates that lessen heat gain, and the premanufactured building system provides erection efficiency reducing impacts to the carbon footprint.

A seating area is being provided next to the building with benches, tables, and trash receptacles for the members to gather at and utilize when eating a Costco hot dog. Bike racks are also being provided next to the building as well, creating a space that aligns with Modification Standard C – Public Gathering Space.

Glazing, Roof Modulation, and Façade Articulation:

Similarly to the building orientation exemption above, Costco is requesting Site Development Allowance from the glazing requirements outlined in section 15-5-10(E)1, table 15-5-10(E). B-MU zoning is required to have 40% of the Front facing elevation and 30% of the street side facing elevation be transparently glazed.

Given the operational nature of Costco's business and the high volume of merchandise housed within the building, extensive glazing poses a security concern. Accordingly, Costco requests that the minimum glazing requirement be reduced to 1%. To ensure the building maintains visual interest and architectural integrity, the façade will incorporate strategic variations in materiality and vertical articulation to create depth, rhythm, and a pedestrian-friendly scale. Additionally, the enclosed entry canopy will feature a significant amount of glazing integrated into the roll-up doors at the main entrance. When weather permits, these doors will remain in an open, upright position, fostering a sense of openness and enhancing the connection between pedestrian activity and the store's primary entry point. We believe this approach thoughtfully balances operational needs with design intent and meets the spirit of the code.

Section 15-5-10(C) requires that there be vertical and horizontal variation within the façade to that walls are subdivided into bays or sections. Costco is requesting a Site Development Allowance from this section. Costco utilizes changes in materials and colors to help subdivide the façade. As indicated on the building elevation plan (07-Building Elevations), The intent of the code section is met through Modification Standard H, High Quality Building Materials.

Costco also requests a Site Development allowance from Section 15-5-10(D). The code indicates that a continuous flat roof shall not extend more than 100 feet horizontally without modulation. The intent of this code section is achieved with vertical rib paneling and textured architectural paneling to break up the building elevations. Modification Standard H is met within this allowance.

Through these Site Development Allowances, Costco can bring it's distinctive national identity and brand to Franklin. This brand and identity is carried through design features that foster a cohesive visual character that will enhance the South 27th Street Corridor within the City of Franklin. Enhanced architectural features being proposed are unique to Franklin and the ease of access for pedestrians off South 27th Street creates a place that the public will be excited to have as part of their community.

Gas Canopy Signage:

Per City Code 15-4-09.D.10, no signs shall be permitted on fuel pump canopy roofs of fascia. Costco is requesting Site Development Allowance from this code section to install a 21-square-foot Costco Wholesale sign on each of the 4 canopy sides. Costco does not use ground mounted signage for wayfinding, so the canopy signage assists members in locating the fuel facility onsite.

Parking Stall Count:

Costco continuously analyzes parking demand across its warehouse locations to ensure customer needs are met during peak shopping periods. Based on operational data for warehouses of comparable size, approximately 850 parking stalls are typically required to adequately serve members and maintain efficient site circulation.

Table 15-5-01(B) outlines a maximum parking count of 1 stall per 250 square feet of building for Wholesale Establishments. The proposed Costco warehouse is 161,552 square feet, equating to 646 parking stalls.

The parking needs for the proposed Franklin warehouse exceed the City's current maximum parking allowance. Costco is therefore requesting Site Development Allowance from the City's parking cap to allow for up to 875 stalls (or 35% of additional stalls) for flexibility in providing sufficient parking for the anticipated demand.

Max Parking Stalls by Building Area	646 Stalls
Max with 30% Additional Stalls	839 Stalls
Proposed Stalls	873 Stalls
Max Parking Exceeded By	35%

The parking lot perimeter landscape zone is at least 10' in width, therefore section 15-5-01(B)2.c is being met, and would allow for an up to 30% increase in the maximum allowable parking at the discretion of the Zoning Administrator. Landscaping exceeds minimum requirements and has been designed to create a high impact and beautiful landscape through larger caliper trees, native vegetation, and drought tolerant species, which in turn minimize irrigation needs.

Impervious Coverage:

Table 15-3-01(B) outlines the impervious coverage requirements for B-MU zoning and limits the amount of impervious surface at 70% of the lot area.

Costco is requesting Site Development Allowance for this limit to be raised to 85%. This increase is needed to allow the adequate number of parking stalls needed to serve the warehouse as well as to accommodate the required storm water ponds. The open water level of these ponds, which is deemed impervious by code, accounts for 3% of the site's impervious area.

Costco takes great pride in providing high quality landscaping within their parking lots. Though the max impervious percentage is being asked for an allowance, Modification Standard A will be achieved through Landscape Enhancement within parking lots and the perimeter of the project site.

As mentioned above previously, Costco landscaping exceeds minimum requirements and has been designed to create a high impact and beautiful landscape through larger caliper trees, native vegetation, and drought tolerant species, which in turn minimize irrigation needs.

Light Pole Height:

B-MU zoning is permitted to have a maximum light pole height of 20' as outlined in Table 15-5-11(C)(2). Costco's standard pole height is 36.5'. Costco is requesting Site Development Allowance to utilize their standard light poles, spacing, and fixtures to adequately light the parking lot for safe operations consistent with other area locations.

Increasing the pole height allows Costco to reduce the overall number of poles required to serve their parking lots. Less number of light poles provides a better visual from S. 27th Street and W. Drexel Avenue as the parking lots are not a large sea of light poles.

Limiting the number of poles through a Site Development Allowance to increase the height also allows Costco to use less energy to light their sites. Also, all site and building lighting systems utilize LED Technology. By sustainably lighting their sites, Costco meets the intent behind Modification Standard B, under section 15-10-04 while requesting an allowance from the requirements outlined in Table 15-5-11(C)(2).

Screening:

Section 15-5-07 of the UDO identifies screening requirements around trash compactors. Costco is asking for an Allowance from 15-5-07(A)2.a. Screening from the public right-of-way on three sites would inhibit and access to the trash compactor and the surrounding area. Although item a. is not met, shrubs and landscaping will be used to screen the compactor, thus complying with item (e). Item (i) is also met through the use of concrete pavement and the compactor area is curbed, graded, and drains in a manner that prevents runoff from leaving the site uncontained.

Landscape Island Size:

Per City Code 15-5-06-A(2), the minimum dimension of any planting area shall be 9 feet x 18 feet Costco is requesting an Allowance to use a narrower island around the building to accommodate the proposed parking layout.

Although the minimum width per code is not met, as the proposed layout includes a minimum of 6' wide landscape areas, Costco's islands are longer than the minimum outlined in the code. The proposed islands are 36' long (face of curb to face of curb) and provide a minimum of 33' for landscape.

The proposed islands have at least 196 square feet of landscape area, which exceeds the code minimum of 162 square feet.

Fuel Facility Canopy Lighting:

Per City Code 15-4-09-D(8), fuel pump canopies shall be lit with only fully recessed lighting. An allowance is requested for Costco to utilize their standard fuel canopy lighting system and fixtures to adequately light the fuel facility for safe operations consistent with other area locations.

Fuel facility lighting systems utilize LED Technology. By sustainably lighting the fuel area, Costco meets the intent behind Modification Standard B, under section 15-10-04 while requesting an allowance from the requirements outlined in 15-4-09.

Site Plan Project Narrative

Project Summary – Northwestern Mutual Parcel – South 27th Street

Costco Wholesale Corporation is planning to develop the northwest corner of the intersection of South 27th Street and West Drexel Avenue in the City of Franklin, Wisconsin. The parcel is a 20.1757-acre site that is to be subdivided from a larger, existing 79.5-acre parcel owned by The Northwestern Mutual Life Insurance Company.

The portion of the site Costco is anticipating developing is undeveloped and was rough graded with the 2001 development of the Northwestern Mutual campus to the north. The non-campus portion of the site includes stormwater ponds that capture runoff from the campus and landscape features (including the large prairie area) that were installed with the intent of development at a later date.

The prairie is now overgrown with mixed vegetation and includes six artificial wetlands totaling 1.24 acres. The wetlands were artificially created as historical photos reviewed initially show agricultural fields interspersed with small, wooded areas that were later replaced with a movie theater, parking, driveways, and sidewalks. The project is in the process of obtaining concurrence and exemption as artificial wetlands.

If approved, the proposed Costco development will include an approximately 162,000 square foot retail facility with a tire sales component, a fueling station, and an additional ~13.0 acres of exterior developments associated with access drives, parking stalls, stormwater management, and landscaping/screening.

The project is planning to commence construction in Spring 2026.

PROJECT DATA

CLIENT: COSTCO WHOLESALE
730 LAKE DRIVE
ISSAQUAH, WA 98027

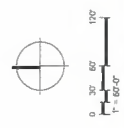
PROJECT ADDRESS: NMC OF W DREXEL AVE
& S 27TH ST
FRANKLIN, WI

SITE DATA:
COSTCO SITE AREA: 20.18 ACRES (878,895 SF)
INCLUDES:
POND 1: 0.79 ACRES (29,947 SF)
POND 2: 0.72 ACRES (31,511 SF)
JURISDICTION: CITY OF FRANKLIN
ZONING: B-R (PRESUMED)
SETBACKS:
ACTUAL
FRONT: 230'
SIDE: 117'-1"
REAR: 42'-6"

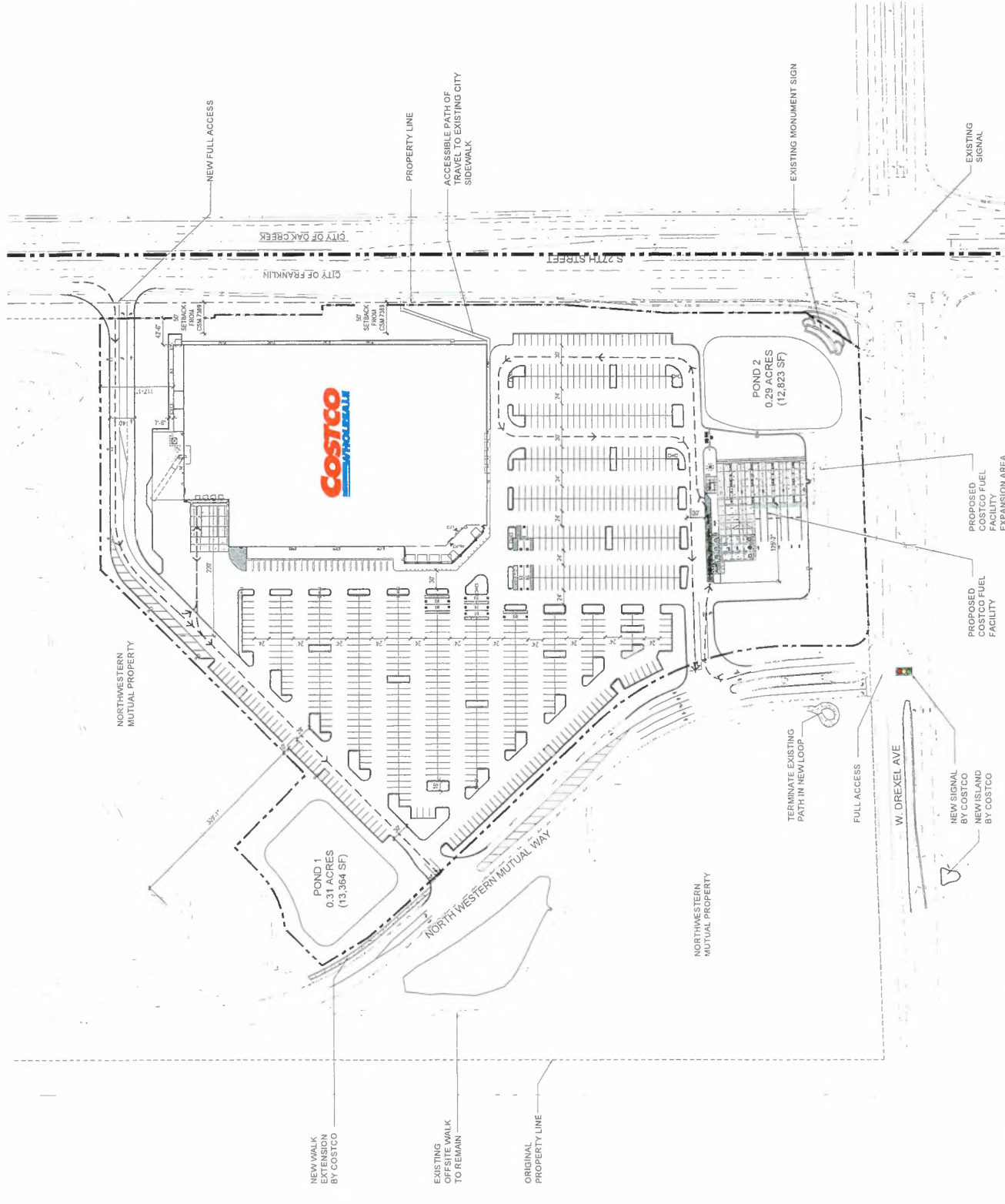
BUILDING DATA:
TOTAL BUILDING FOOTPRINT AREA: 161,552 SF
INCLUDES:
NET SALES FLOOR
GROSS MECHANICAL / FIRE / MSB
NET ENCLOSED VESTIBULE
BUILDING ENVELOPE

PARKING DATA:
TOTAL PARKING: 868 STALLS
INCLUDES:
10' WIDE STALLS
ACCESSIBLE STALLS
NUMBER OF STALLS PER 1000 SF
OF BUILDING AREA: 5.40 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.



CONCEPT
SITE PLAN
DD11-12



CONCEPT SITE PLAN

COSTCO WHOLESALE

FRANKLIN, WISCONSIN

PROJECT DATA

CLIENT: COSTCO WHOLESALE
730 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: NWC OF W DREXEL AVE
& S 27TH ST
FRANKLIN, WI

SITE DATA:
COSTCO SITE AREA: 20.18 ACRES (878,895 SF)
INCLUDES:
POND 1: 0.79 ACRES (29,947 SF)
POND 2: 0.72 ACRES (31,511 SF)

JURISDICTION: CITY OF FRANKLIN

ZONING: PROPOSED REZONING TO B-MU

SETBACKS:
ACTUAL
FRONT: 220'
SIDE: 117'-11"
REAR: 42'-6"

BUILDING DATA:
TOTAL BUILDING FOOTPRINT AREA: 161,552 SF

INCLUDES:
NET SALES FLOOR
GROSS MECHANICAL / FIRE / MSB
NET ENCLOSED VESTIBULE
BUILDING ENVELOPE

153,820 SF
2,265 SF
3,559 SF
1,908 SF

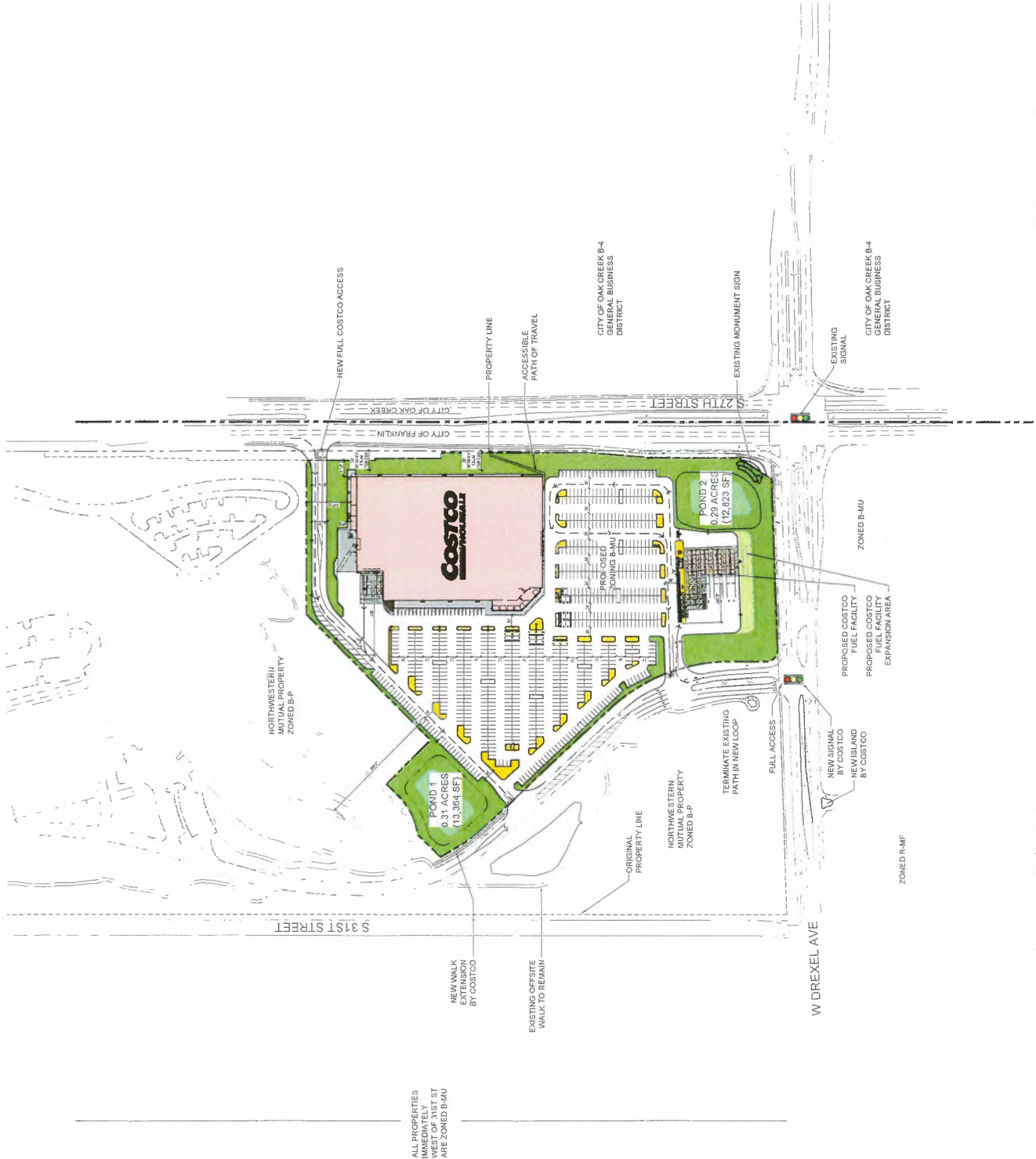
PARKING DATA:
TOTAL PARKING: 868 STALLS

INCLUDES:
10' WIDE STALLS
ACCESSIBLE STALLS

849 STALLS
19 STALLS

NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 245/1000 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.
OCTOBER 13, 2025



CONCEPT
SITE PLAN
DD12-12

AERIAL SITE PLAN

COSTCO WHOLESALE

FRANKLIN, WISCONSIN

PROJECT DATA

CLIENT:	COSTCO WHOLESALE		
	730 LAKE DRIVE ISSAQUAH, WA 98027		
PROJECT ADDRESS:	NWC OF W DREXEL AVE		
	& S 27TH ST FRANKLIN, WI		
SITE DATA:	20.18 ACRES (878,895 SF)		
	COSTCO SITE AREA:		
INCLUDES:	0.79 ACRES (29,947 SF)		
	POND 1:		
POND 2:	0.72 ACRES (31,511 SF)		
	CITY OF FRANKLIN		
JURISDICTION:	PROPOSED REZONING TO B-MU		
	ZONING:		
SETBACKS:	ACTUAL		
	FRONT: 220'		
SIDE:	117'-1"		
	REAR: 42'-6"		
BUILDING DATA:	TOTAL BUILDING FOOTPRINT AREA		
	161,552 SF		
INCLUDES:	NET SALES FLOOR		
	153,930 SF		
GROSS MECHANICAL / FIRE / MSB	2,265 SF		
	NET ENCLOSED VESTIBULE		
BUILDING ENVELOPE	3,559 SF		
	24-5742-01		
OCTOBER 13, 2025	1,908 SF		
	TOTAL BUILDING FOOTPRINT AREA		
PARKING DATA:	868 STALLS		
	TOTAL PARKING:		
INCLUDES:	10' WIDE STALLS		
	849 STALLS		
ACCESSIBLE STALLS	19 STALLS		
	NUMBER OF STALLS PER 1000 SF		
OF BUILDING AREA:	5.40 STALLS		
	NOTES:		
EXISTING CONDITIONS TO BE FIELD VERIFIED.	SURFACE AREA:		
	BUILDING FOOTPRINT (IMH + FF):		
169,813 SF (19%)	IMPERVIOUS SURFACE (PAVING):		
	438,307 SF (50%)		
IMPERVIOUS SURFACE (CONCRETE)	33,980 SF (4%)		
	IMPERVIOUS SURFACE (FUTURE)		
194,730 SF (22%)	PERVIOUS SURFACE (POND)		
	28,817 SF (3%)		
PERVIOUS SURFACE (ROCK MULCH)	18,747 SF (2%)		

SURFACE LEGEND:	
	BUILDING FOOTPRINT
	IMPERVIOUS SURFACE (PAVING)
	IMPERVIOUS SURFACE (CONCRETE)
	IMPERVIOUS SURFACE (FUTURE)
	PERVIOUS SURFACE
	PERVIOUS SURFACE (POND)
	PERVIOUS SURFACE (ROCK MULCH)



24-5742-01
OCTOBER 13, 2025
PRELIMINARY
SITE PLAN

DD13-12

COSTCO WHOLESALE
FRANKLIN, WISCONSIN

PERVIOUS SURFACE AREA EXHIBIT

COSTCO WHOLESale CORPORATION

WAREHOUSE

FRANKLIN, WISCONSIN



225 West Wisconsin Avenue
Suite 300
Milwaukee, WI 53203-3318
414/759 1500

PROJECT TITLE
COSTCO WHOLESale
FRANKLIN, WISCONSIN

NAME OF WORKSHEET AND 5/27TH ST
FRANKLIN, WI

NO. DATE REVISIONS BY
ISSUE

PROJECT INFORMATION
PROJECT NUMBER 2024-022
DATE 08/13/2025
DRAWN BY TRY
CHECKED BY BRL
APPROVED BY BTP
SCALE AS NOTED

SHEET TITLE
TITLE SHEET

SHEET NUMBER

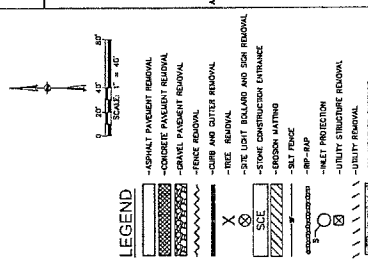
C000

Sheet List Table	
Sheet Number	Sheet Title
C000	TITLE SHEET
C100	EXISTING CONDITIONS PLAN
C101	EXISTING CONDITIONS PLAN
C200	DEMOLITION AND EROSION CONTROL PLAN
C201	DEMOLITION AND EROSION CONTROL PLAN
C300	OVERALL SITE LAYOUT PLAN
C310	DETAILED SITE LAYOUT PLAN
C311	DETAILED SITE LAYOUT PLAN
C312	DETAILED SITE LAYOUT PLAN
C313	DETAILED SITE LAYOUT PLAN
C314	DETAILED SITE LAYOUT PLAN
C315	DETAILED SITE LAYOUT PLAN
C316	DETAILED SITE LAYOUT PLAN
C400	OVERALL GRADING PLAN
C410	DETAILED GRADING PLAN
C411	DETAILED GRADING PLAN
C412	DETAILED GRADING PLAN
C413	DETAILED GRADING PLAN
C414	DETAILED GRADING PLAN
C415	DETAILED GRADING PLAN
C416	DETAILED GRADING PLAN
C500	OVERALL DRY UTILITY PLAN
C510	OVERALL SANITARY SEWER PLAN
C511	PRIVATE SANITARY SEWER PLAN AND PROFILE
C512	PRIVATE SANITARY SEWER PLAN AND PROFILE
C513	PRIVATE SANITARY SEWER PLAN AND PROFILE
C514	PRIVATE SANITARY SEWER PLAN AND PROFILE
C520	OVERALL WATER MAIN PLAN
C521	PRIVATE WATER MAIN PLAN AND PROFILE
C522	PRIVATE WATER MAIN PLAN AND PROFILE
C523	PRIVATE WATER MAIN PLAN AND PROFILE
C524	PRIVATE WATER MAIN PLAN AND PROFILE
C525	PRIVATE WATER MAIN PLAN AND PROFILE
C526	PRIVATE WATER MAIN PLAN AND PROFILE
C530	OVERALL STORM SEWER PLAN
C531	DETAILED STORM SEWER PLAN
C532	DETAILED STORM SEWER PLAN
C533	DETAILED STORM SEWER PLAN
C534	DETAILED STORM SEWER PLAN
C535	DETAILED STORM SEWER PLAN
C536	DETAILED STORM SEWER PLAN
C537	DETAILED STORM SEWER PLAN
C900	CONSTRUCTION DETAILS
C901	CONSTRUCTION DETAILS
C902	CONSTRUCTION DETAILS
C903	CONSTRUCTION DETAILS
C904	CONSTRUCTION DETAILS
C905	CONSTRUCTION DETAILS
C906	CONSTRUCTION DETAILS
C907	CONSTRUCTION DETAILS
C908	CONSTRUCTION DETAILS

NOTES:
1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF GRAEF ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GRAEF ENGINEERING, INC.
2. THE INFORMATION CONTAINED HEREIN IS FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE.
3. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE.
4. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE.
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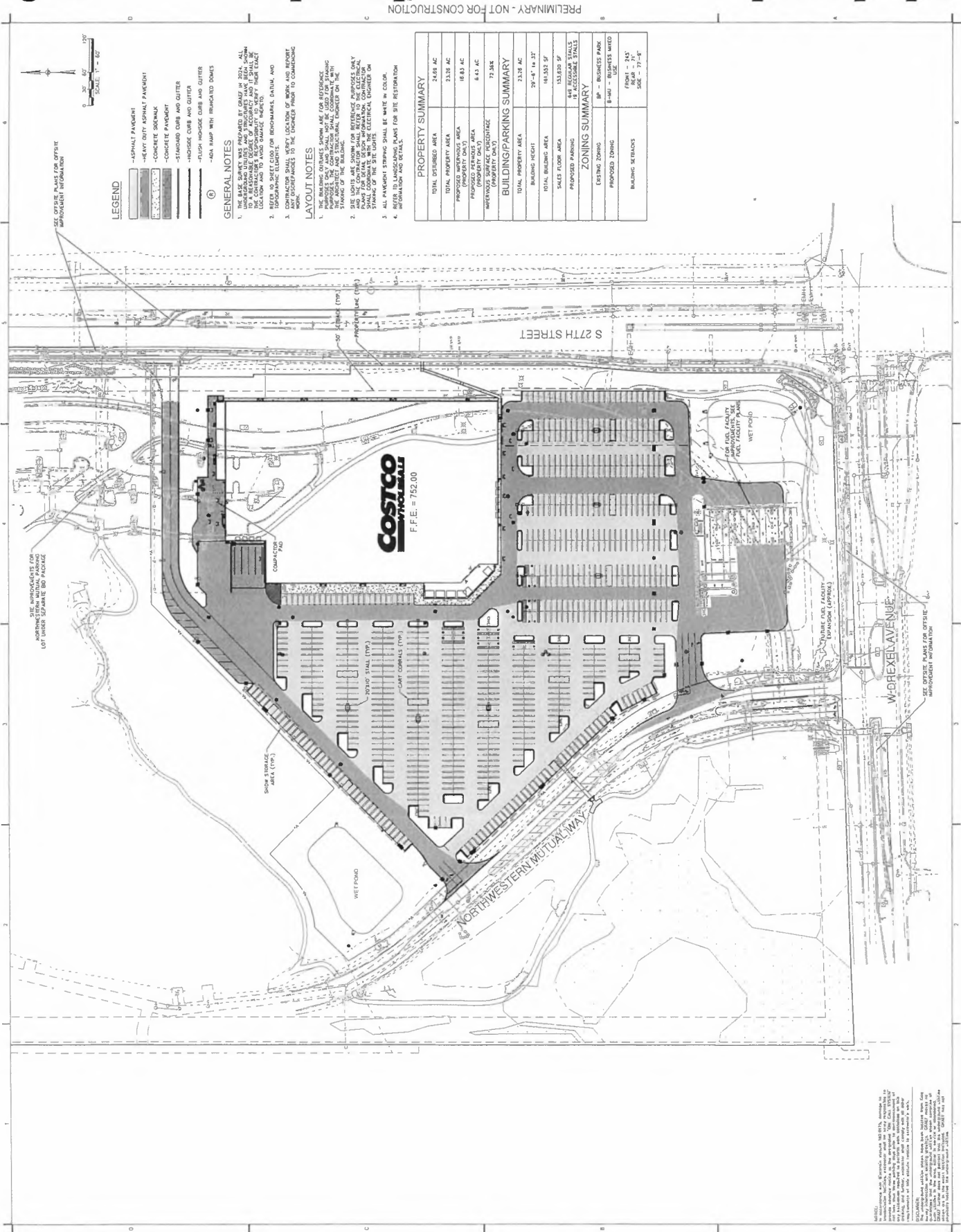
PRELIMINARY - NOT FOR CONSTRUCTION





1. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES WOULD BE MAINTAINED OR RELOCATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHICAGO. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.
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7. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.

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PROJECT TITLE
COSTCO WHOLESALE
FRANKLIN, WISCONSIN

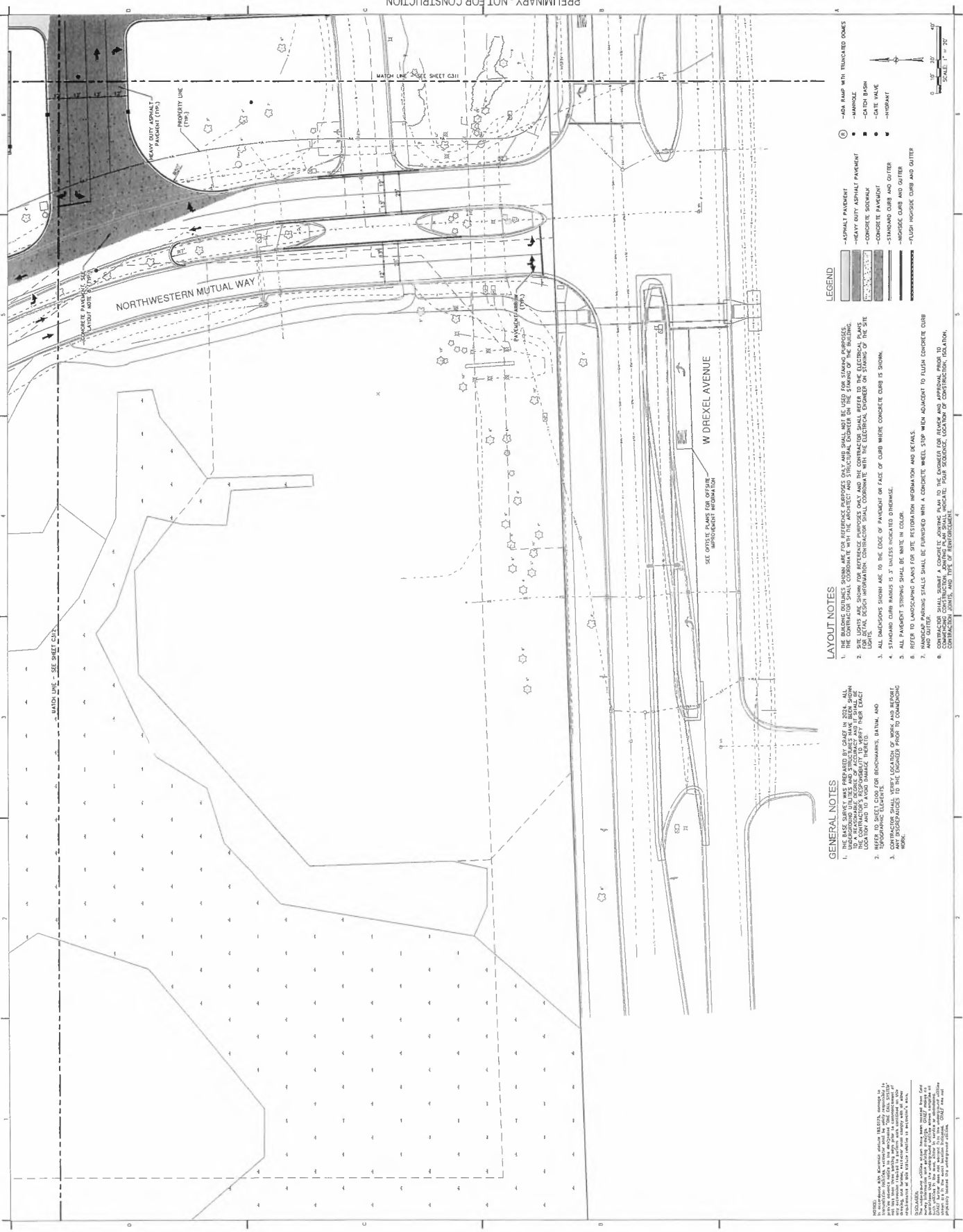
WING OF W DREXEL AVE & S 27TH ST
FRANKLIN, WI
NO. DATE REVISIONS BY

PROJECT INFORMATION
PROJECT NUMBER 2024-0222
DATE 08/13/2025
DRAWN BY TRY
CHECKED BY BRL
APPROVED BY BTP
SCALE AS NOTED

SHEET TITLE
DETAILED SITE LAYOUT PLAN

SHEET NUMBER

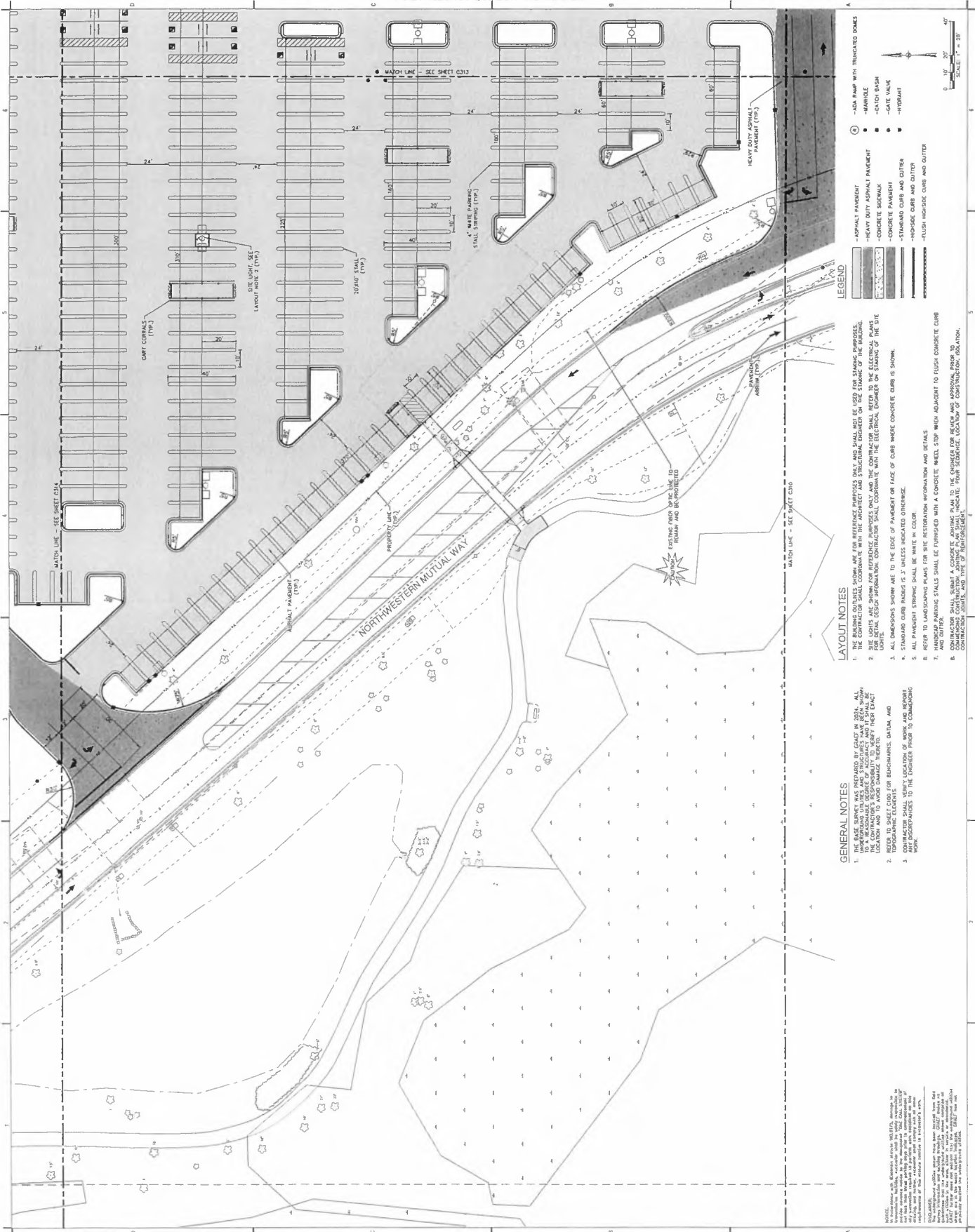
C310

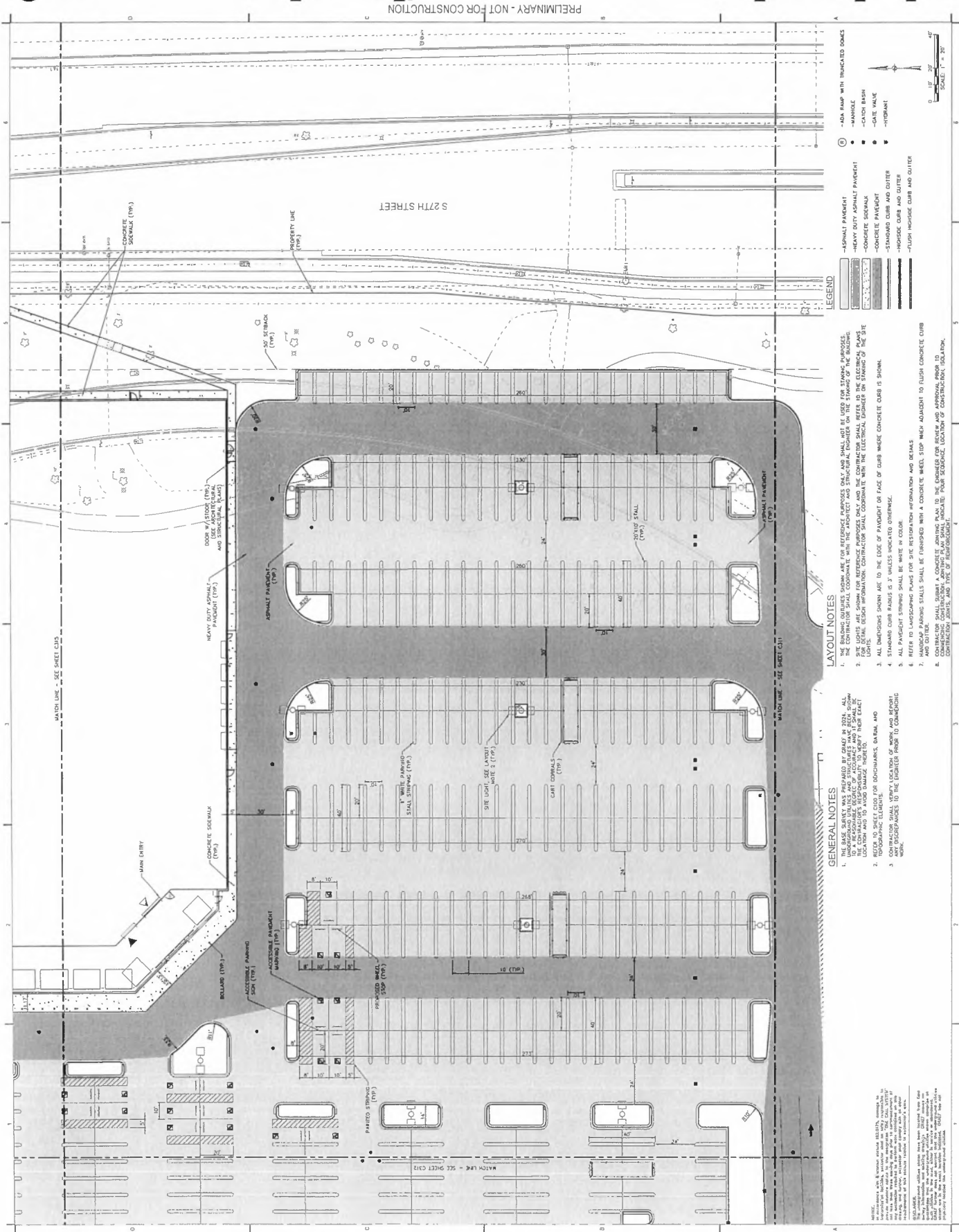


- LAYOUT NOTES**
- THE BUILDING OUTLINE SHOWN ARE FOR REFERENCE PURPOSES ONLY AND SHALL NOT BE USED FOR STAKING PURPOSES. THE BUILDING OUTLINE SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 - THE LOT LINES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND THE CONTRACTOR SHALL REFER TO THE ELECTRICAL PLANS FOR DETAILED DESIGN INFORMATION. CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL ENGINEER ON STAKING OF THE SITE.
 - ALL DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT OR FACE OF CURB UNLESS OTHERWISE NOTED.
 - STANDARD CURB RADIUS IS 3' UNLESS INDICATED OTHERWISE.
 - ALL PAVEMENT STIPING SHALL BE WHITE IN COLOR.
 - REFER TO LANDSCAPING PLANS FOR SITE RESTORATION INFORMATION AND DETAILS.
 - MANHOLE PAVING SHALL BE FURNISHED WITH A CONCRETE WHEEL STOP WHEN ADJACENT TO FLUSH CONCRETE CURB AND GUTTER.
 - CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

- GENERAL NOTES**
- THE BASE SURVEY WAS PREPARED BY GR&EF IN 2024. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT. THE LOT LINES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND THE CONTRACTOR SHALL REFER TO THE ELECTRICAL PLANS FOR DETAILED DESIGN INFORMATION. CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL ENGINEER ON STAKING OF THE SITE.
 - REFER TO SHEET C310 FOR DIMENSIONS, DATA, AND NOTES.
 - CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

NOTES:
1. THE BASE SURVEY WAS PREPARED BY GR&EF IN 2024. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT. THE LOT LINES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND THE CONTRACTOR SHALL REFER TO THE ELECTRICAL PLANS FOR DETAILED DESIGN INFORMATION. CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL ENGINEER ON STAKING OF THE SITE.
2. REFER TO SHEET C310 FOR DIMENSIONS, DATA, AND NOTES.
3. CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.





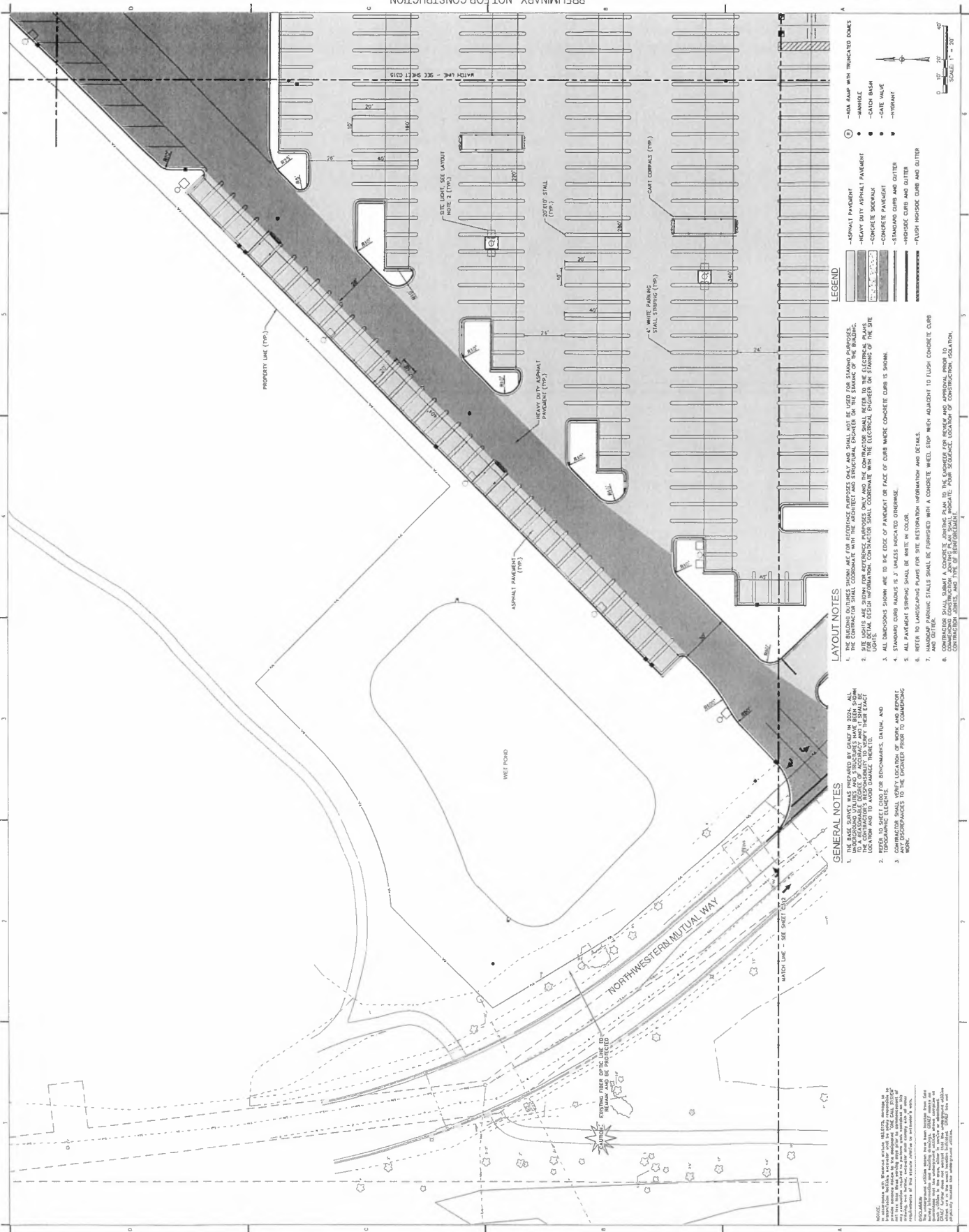
LAYOUT NOTES

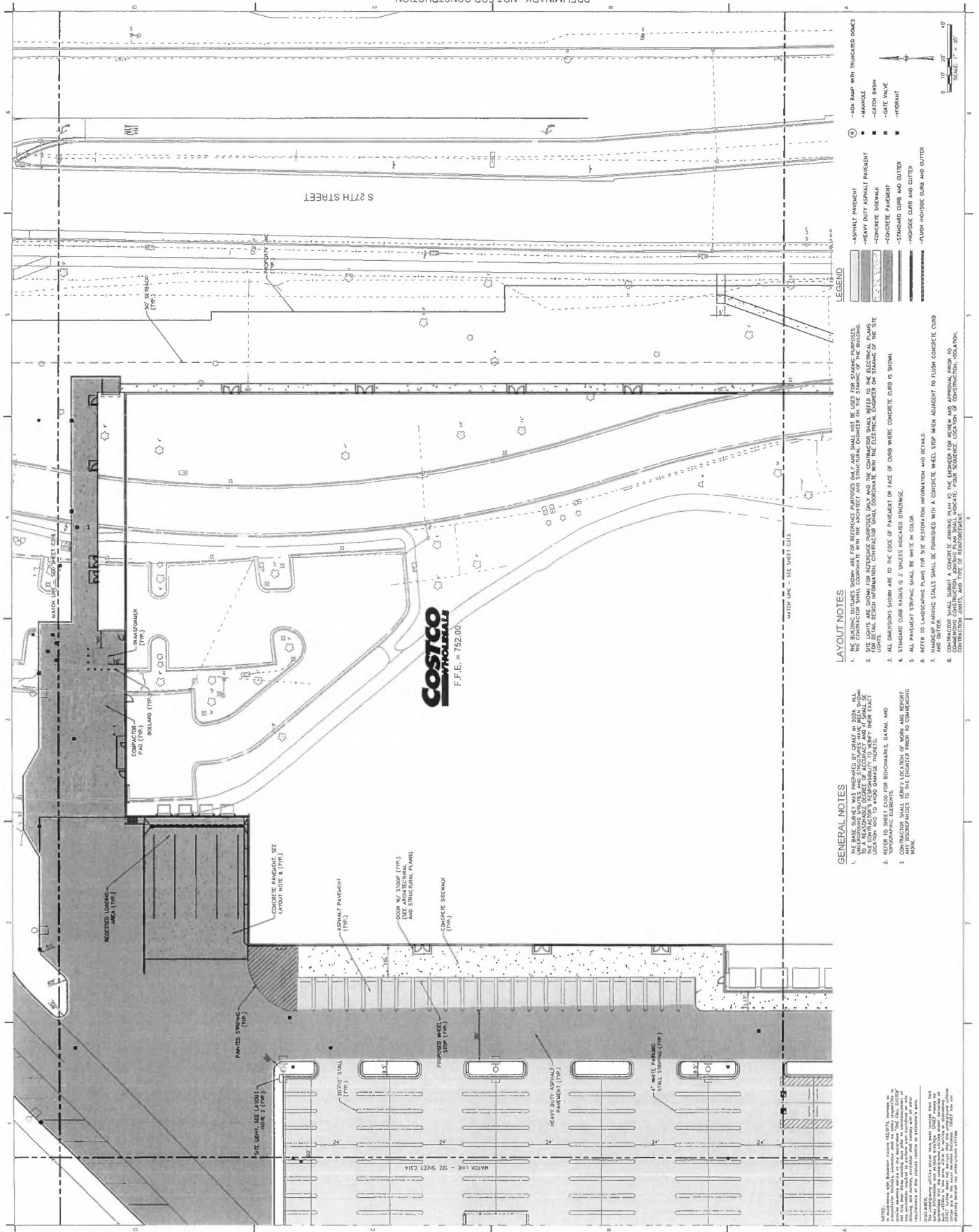
GENERAL NOTES

[illegible]

 ASPHALT PAVEMENT
 HEAVY DUTY ASPHALT PAVEMENT
 CONCRETE SIGNALS
 CONCRETE PAVEMENT
 STANDARD CURB AND GUTTER
 HOUSIDE CURB AND GUTTER
 FLUSH HOUSIDE CURB AND GUTTER

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LAYOUT NOTES

GENERAL NOTES

1. THE BUILDING EXISTING SHALL BE FOR REFERENCE PURPOSES ONLY AND SHALL NOT BE USED FOR STRIKE PURPOSES. THE CONTRACTOR SHALL COMPLY WITH THE ARCHITECT AND STRUCTURAL ENGINEER ON THE STATUS OF THE BUILDING.
2. SITE LOGS ARE SHOWN FOR REFERENCE PURPOSES ONLY. THE CONTRACTOR SHALL REFER TO THE ELECTRICAL PLANS FOR DETAILED DESIGN INFORMATION. CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL ENGINEER ON STAGING OF THE SITE LIGHTS.
3. ALL DIMENSIONS SHOWN ARE TO THE EDGE OF PARAPET OR FACE OF CURB WHERE CONCRETE CURB IS SHOWN.
4. STANDARD CURB HEIGHT IS 3' UNLESS INDICATED OTHERWISE.
5. ALL PARAPET STAGING SHALL BE WHITE IN COLOR.
6. REFER TO SHEET CDR FOR BEHINDSCA, DATA, AND TOPOGRAPHIC ELEMENTS.
7. CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCEMENT.

1. THE BASE SURVEY WAS PREPARED BY GRIET IN 2024. ALL INFORMATION CONTAINED HEREIN IS BASED ON THE DATA PROVIDED TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR LOCATION AND TO AVOID DAMAGE THEREOF.
2. REFER TO SHEET C100 FOR BENCHMARKS, DATA, AND TOPOGRAPHIC ELEMENTS.
3. CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

1. THE BUILDING OUTLINES SHOWN ARE FOR REFERENCE PURPOSES ONLY AND SHALL NOT BE USED FOR STAKE PLACEMENT.
2. THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT AND STRUCTURAL ENGINEER ON THE STAGING OF THE BUILDING.
3. SITE LOCUS ARE SHOWN FOR REFERENCE PURPOSES ONLY AND THE CONTRACTOR SHALL REFER TO THE ELECTRICAL PLANS FOR DETAILED DESIGN INFORMATION. CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL ENGINEER ON STAGING OF THE SITE LOCUS.
4. ALL DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT OR FACE OF CURB WHERE CONCRETE CURB IS SHOWN.
5. STANDARD CURB RADIUS IS 2' UNLESS INDICATED OTHERWISE.
6. ALL PAVEMENT STRIPING SHALL BE WHITE IN COLOR.

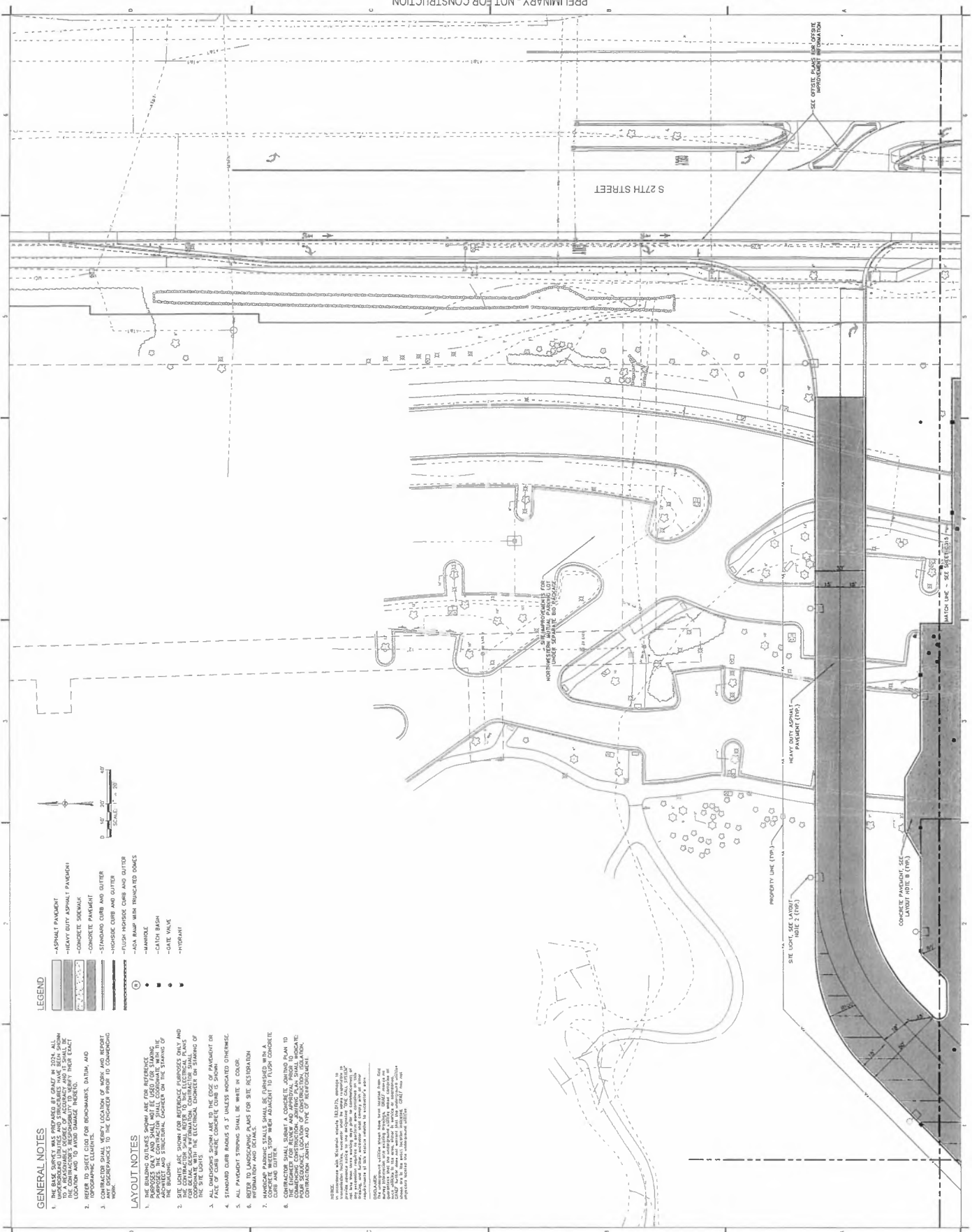
8. REFER TO LANDSCAPING PLANS FOR SITE RESTORATION INFORMATION AND DETAILS.

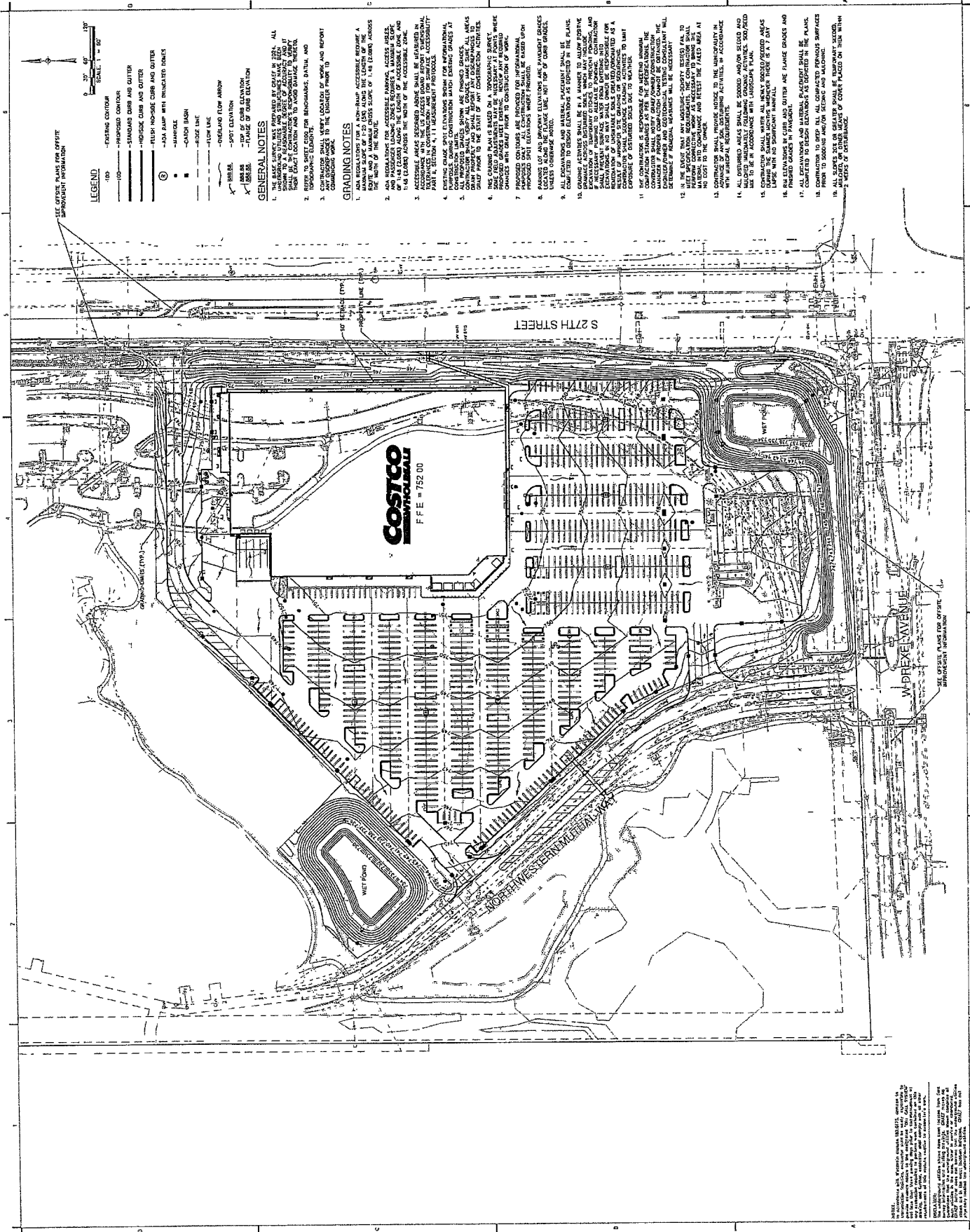
- ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT
- STANDARD CURB AND GUTTER
- HIGH-SIDE CURB AND CUTTER

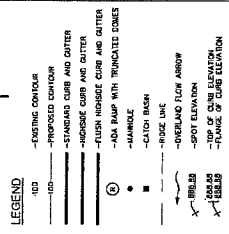
- -FOA RAMP WITH TRUNCATED DOME
- -MANHOLE
- -CATCH BASIN
- -GATE VALVE
- ▼ -HYDRANT



10/10/2025 9:57 AM





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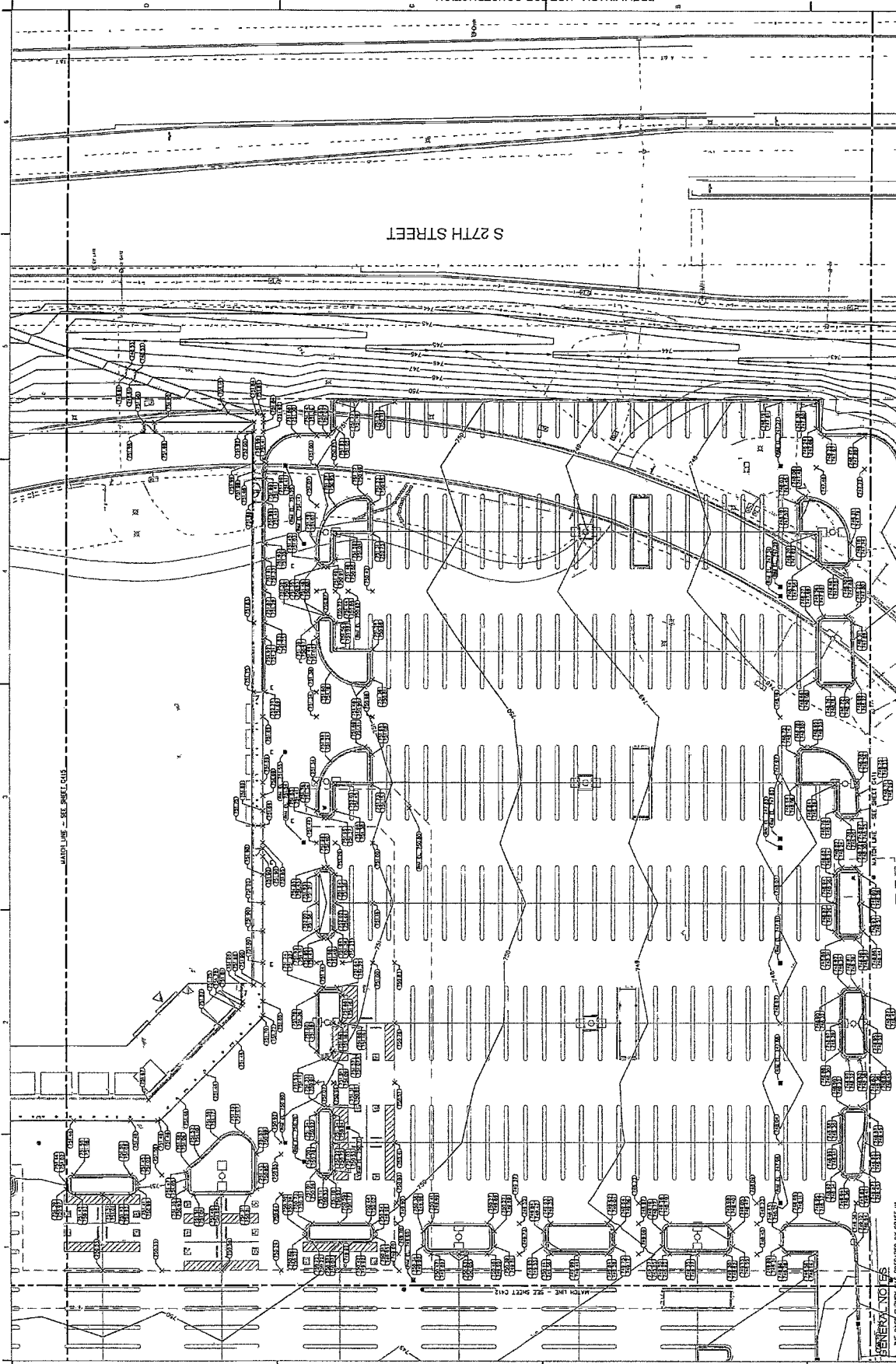
11. THE CONTRACTOR IS RESPONSIBLE FOR SELECTING MINIMUM COMPACTED TAMPERS AS PER THE SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAINING TO THE MANAGER IF PROPER COMPACTOR CANNOT BE OBTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER USE OF ENGINEER/JOWNER AND GEOTECHNICAL TESTING CONSULTANT. DETERMINE IF MANUAL REMEDIALS WILL BE NECESSARY.

12. IN THE EVENT THAT ANY MOISTURE-DENSITY TESTS FAIL, THE CONTRACTOR SHALL PROVIDE REMEDIATION TO THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER USE OF ENGINEER/JOWNER MATERIAL TO COMPENSATE AND RE-TEST THE PAILED AREA. NO COST TO THE OWNER.

13. CONTRACTOR SHALL PROVIDE MONITORING TO THE MUNICIPALITY PER THE SPECIFICATIONS FOR THE MONITORING ACTIVITIES, IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.

14. ALL EXCAVATION AREAS SHALL BE PROTECTED AGAINST UNAUTHORIZED ACCESS AND UNCONTROLLED MATERIALS FOLLOWING COMPLETION. MATERIALS SHALL NOT BE IN PLACE IN ACCORDANCE WITH LANDSCAPE PLAN.
15. CONTRACTOR SHALL WATER ALL NEWLY SOLOD/REFILLED AREAS IMMEDIATELY FOLLOWING COMPLETION. THERE IS A 7 DAY GRACE PERIOD FOR THIS REQUIREMENT.
16. ALL NEW PLANTINGS SHALL BE PLANTED WITHIN 7 DAYS OF COMPLETION. THERE SHALL BE NO PLANTINGS WITHIN 14 DAYS OF COMPLETION.
17. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DEED LINE EXCAVATIONS AS SHOWN IN THE PLANS.
18. CONTRACTOR TO DEED LINE ALL COMPACTED FEMOUS SURFACES IMMEDIATELY FOLLOWING COMPLETION.
19. ALL STOPS AND/OR DELAYS SHALL BE TRACKED.
20. ALL STOPS AND/OR DELAYS SHALL BE TRACKED ON SHEET WITHIN 2 WEEKS OF COMPLETION.

PRELIMINARY - NOT FOR CONSTRUCTION



LEGEND:

- COSTING CONTOUR
 100
 -PROPOSED CONTOUR
 100
 -STANDARD CURB AND GUTTER
 -RECORD CURB AND GUTTER
 -TUSCH HOODS CURB AND CUTTER
 -ADA RAMP WITH TRUNCATED CURBS
 -MANHOLE
 -CATCH BASIN
 -HOUSE LINE
 -OVERLAP ROW ARROW
 -SPOT ELEVATION
 -TOP OF CURB ELEVATION
 -TOP OF GUTTER ELEVATION
 -GRADE OF DRIVE PAVEMENT

GRADING NOTES

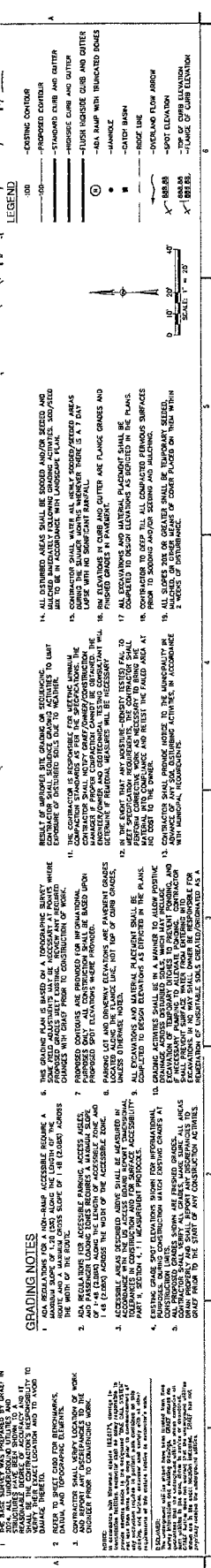
- [illegible]

SECTION 101

THE BASE SURVEY WAS PREPARED BY CMAA IN 2024. ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE SHOWN. A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERE TO.

CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

GRASS further data not verified that the underground utilities were in the steel location indicated. GRASS has not yet located the underground utilities.

[illegible]

THE BASE SURVEY WAS PREPARED BY GRAZ IN 1974. ALL UNDERGROUND UTILITIES AND STRUCTURES ARE LOCATED AND IDENTIFIED BY REASONABLE MEANS OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND TO AVOID DAMAGE, DISTURBANCE.

2. REFER TO SHEET C-10 FOR BENCHMARKS, DATUM, AND TOPOGRAPHIC ELEMENTS.

3. CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE DESIGNER PRIOR TO COMMENCING WORK.

NOTED:
IN A CORRELATION WITH SHEET C-10, DESIGNER CONSIDERS THE EXISTING UTILITY LOCATIONS TO BE APPROXIMATE. PROVIDE WARNING SIGNALS TO BE DISPLAYED AT ALL UTILITY LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS TO ANY UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS TO ANY UTILITIES.

NOTED:
IN A CORRELATION WITH SHEET C-10, DESIGNER CONSIDERS THE EXISTING UTILITY LOCATIONS TO BE APPROXIMATE. PROVIDE WARNING SIGNALS TO BE DISPLAYED AT ALL UTILITY LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS TO ANY UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY REPAIRS TO ANY UTILITIES.

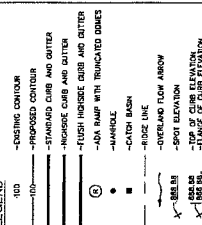
SURVIVAL:
The underground will live where there are no other survivors.

country information and advising travelers. CRISTE' means no longer having to wait in long lines at the airport to get a passport. CRISTE' means that the customer will be able to compare all the services in the area before he or she chooses to use any of them.

CRALF believes that the widespread utilization of CRALF Surface does not warrant CRALF's name in the steel location indicated. CRALF has not

only early isolated the and grow in water.

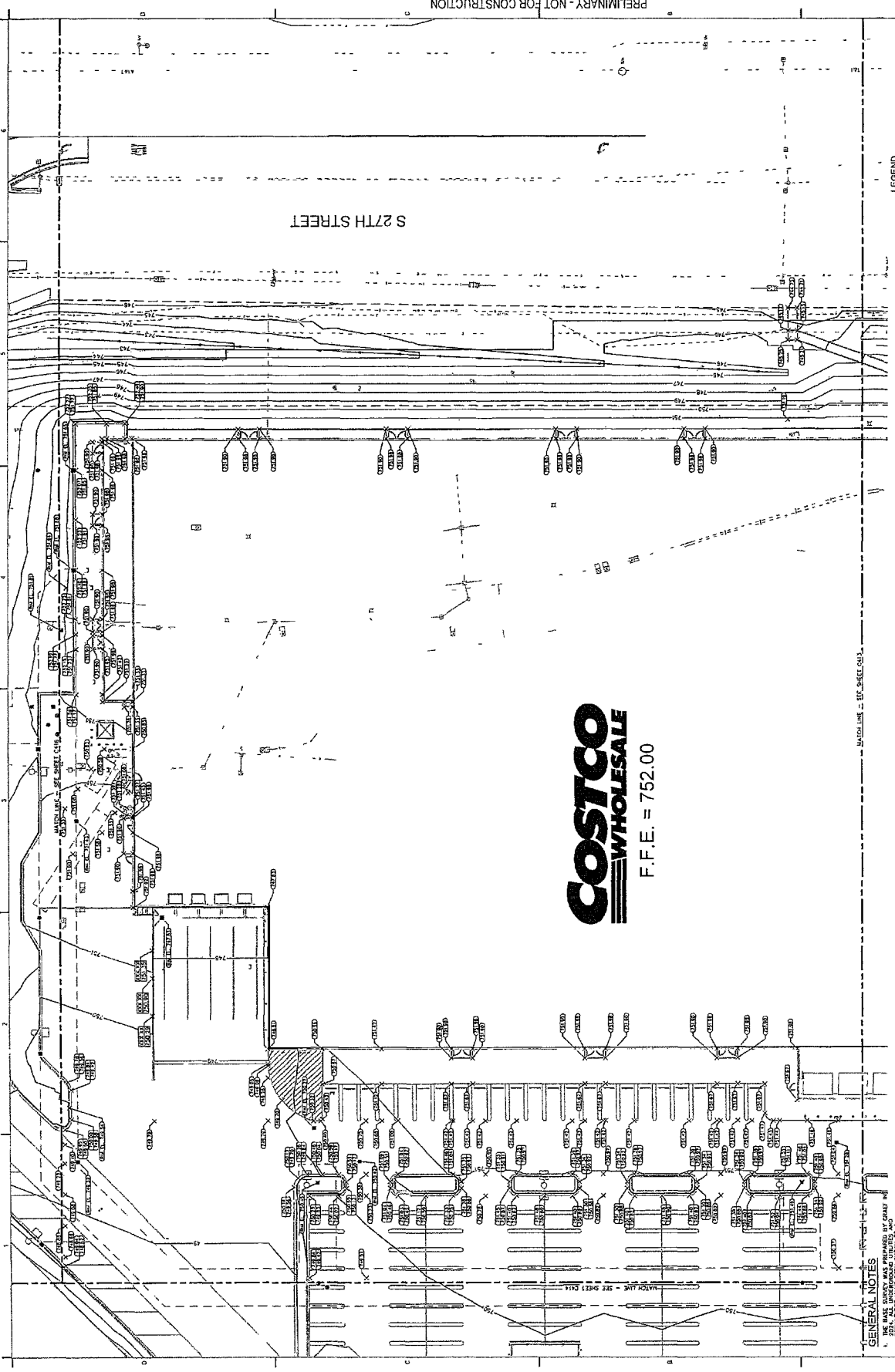
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[illegible][illegible]

THE BASE SURVEY WAS PREPARED BY GRAEF IN 2024. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERE TO.

REFER TO SHEET C100 FOR BENCHMARKS, DATUM, AND TOPOGRAPHIC ELEMENTS.

- CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE OWNER PRIOR TO COMMENCING WORK.**



COSTCO
WHOLESALE

F.F.E. = 752.00

GENERAL NOTES

- THE BASE SURVEY WAS PREPARED BY GRAY & ASSOCIATES, INC. (G&A). THE GRADING PLAN IS BASED ON THE TOPOGRAPHIC SURVEY CONDUCTED BY G&A. THE GRADING PLAN IS BASED ON THE TOPOGRAPHIC SURVEY CONDUCTED BY G&A. THE GRADING PLAN IS BASED ON THE TOPOGRAPHIC SURVEY CONDUCTED BY G&A.
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GRADING NOTES

- ALL DISTURBED AREAS SHALL BE SEEDING AND/OR SOILED AND MULCHED TO BE IN ACCORDANCE WITH LANDSCAPE PLAN.
- CONTRACTOR SHALL WATER ALL NEWLY SOILED/SEEDING AREAS TO PREVENT CRACKING. THERE IS A 7 DAY GRASS GROWTH PERIOD. THERE IS NO SIGNIFICANT RAINFALL.
- FINISHED GRADES IN PAVEMENT.
- CONTRACTOR TO DEEPEN ALL COMPACTED PERVIOUS SURFACES PRIOR TO SOILING AND/OR SEEDING AND MULCHING.
- ALL CURBS TO BE GRADED TO TOP OF CURB ELEVATION. 2' MINIMUM OF DISTURBANCE.

- LEGEND**
- EXISTING CONTOUR
 - PROPOSED CONTOUR
 - STANDARD CURB AND GUTTER
 - HOODS CURB AND GUTTER
 - FLUSH HOODS CURB AND GUTTER
 - ADA RAMP WITH TRUNCATED DOWNS
 - MANHOLE
 - CATCH BASIN
 - DRAINAGE LINE
 - OVERLAND FLOW ARROW
 - SPOT ELEVATION
 - TOP OF CURB ELEVATION
 - FINISHED GRADE



1. THE GRADING PLAN IS BASED ON THE TOPOGRAPHIC SURVEY CONDUCTED BY G&A. THE GRADING PLAN IS BASED ON THE TOPOGRAPHIC SURVEY CONDUCTED BY G&A. THE GRADING PLAN IS BASED ON THE TOPOGRAPHIC SURVEY CONDUCTED BY G&A.
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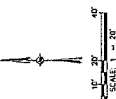
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PRELIMINARY - NOT FOR CONSTRUCTION

- LEGEND**
- 100' - EXISTING CONTOUR
 - 100' - PROPOSED CONTOUR
 - 100' - STANDARD CURB AND GUTTER
 - 100' - INSIDE CURB AND GUTTER
 - 100' - FLUSH INSIDE CURB AND GUTTER
 - 100' - ADA RAMP WITH TRUNCATED DOWNS
 - 100' - MANHOLE
 - 100' - CATCH BASIN
 - 100' - FENCE LINE
 - 100' - OVERLAND FLOW ARROW
 - 100' - SPOT ELEVATION
 - 100' - TOP OF CURB ELEVATION
 - 100' - FINISH OF CURB ELEVATION



GENERAL NOTES

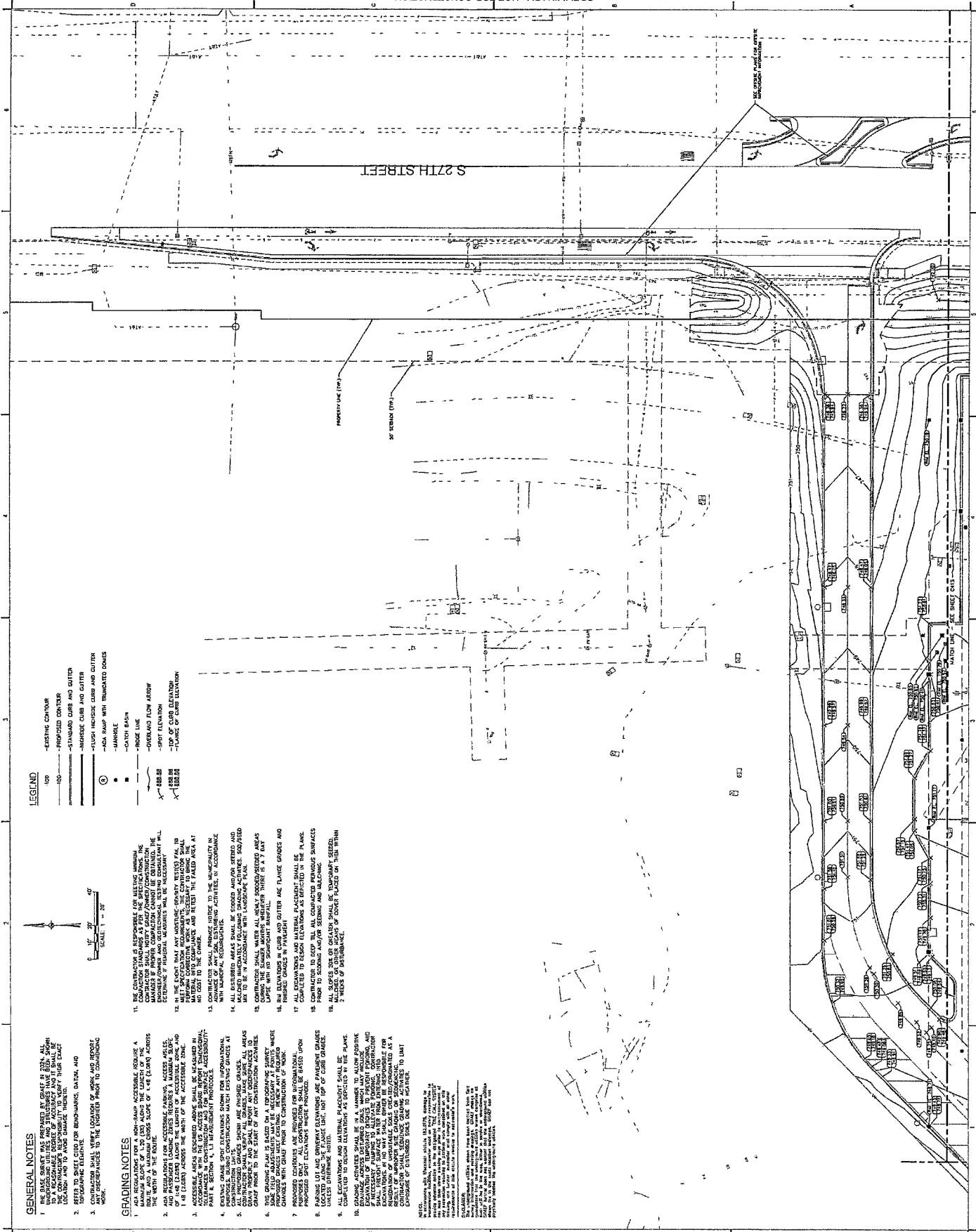
1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MILWAUKEE AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES DURING CONSTRUCTION.
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20. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.

GRADING NOTES

1. ALL EXISTING GRADES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
2. ALL PROPOSED GRADES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
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NOTES

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LEGEND

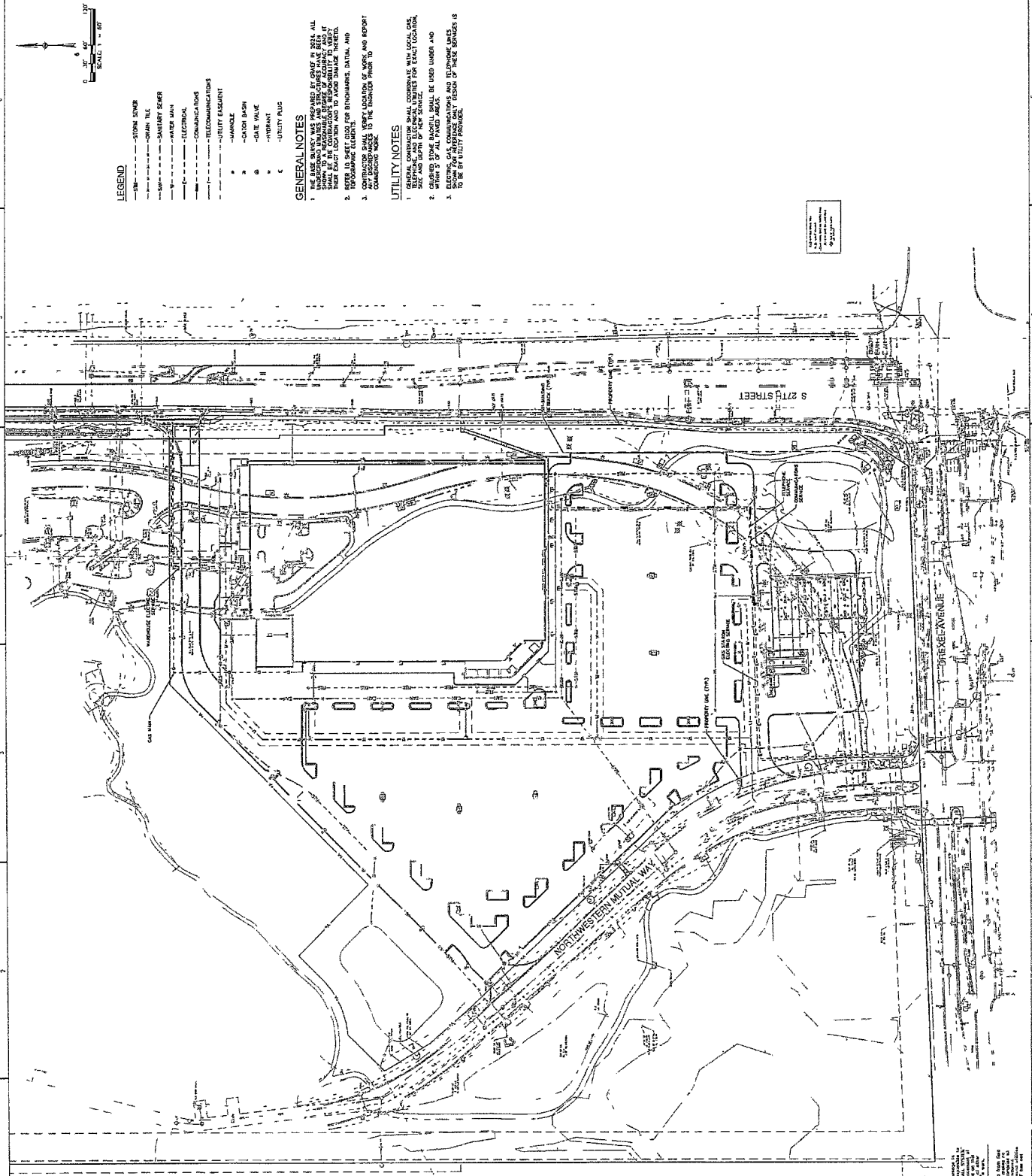
- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- ELECTRICAL
- COMMUNICATIONS
- TELECOMMUNICATIONS
- UTILITY EMBLEMMENT
- HANDLE
- CATCH BASIN
- GATE VALVE
- HYDRANT
- UTILITY PLUG

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES IN THE AREA PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
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UTILITY NOTES

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES IN THE AREA PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
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UTL-----STORM SEWER
DRAIN TILE
SAN-----SANITARY SEWER
W-----WATER MAIN
E-----ELECTRICAL
COMMUNICA-----COMMUNICA TION
TELECOMMUNICA-----TELECOMMUNICA
UTILITY EASME-----UTILITY EASEMENT

GENERAL NOTES

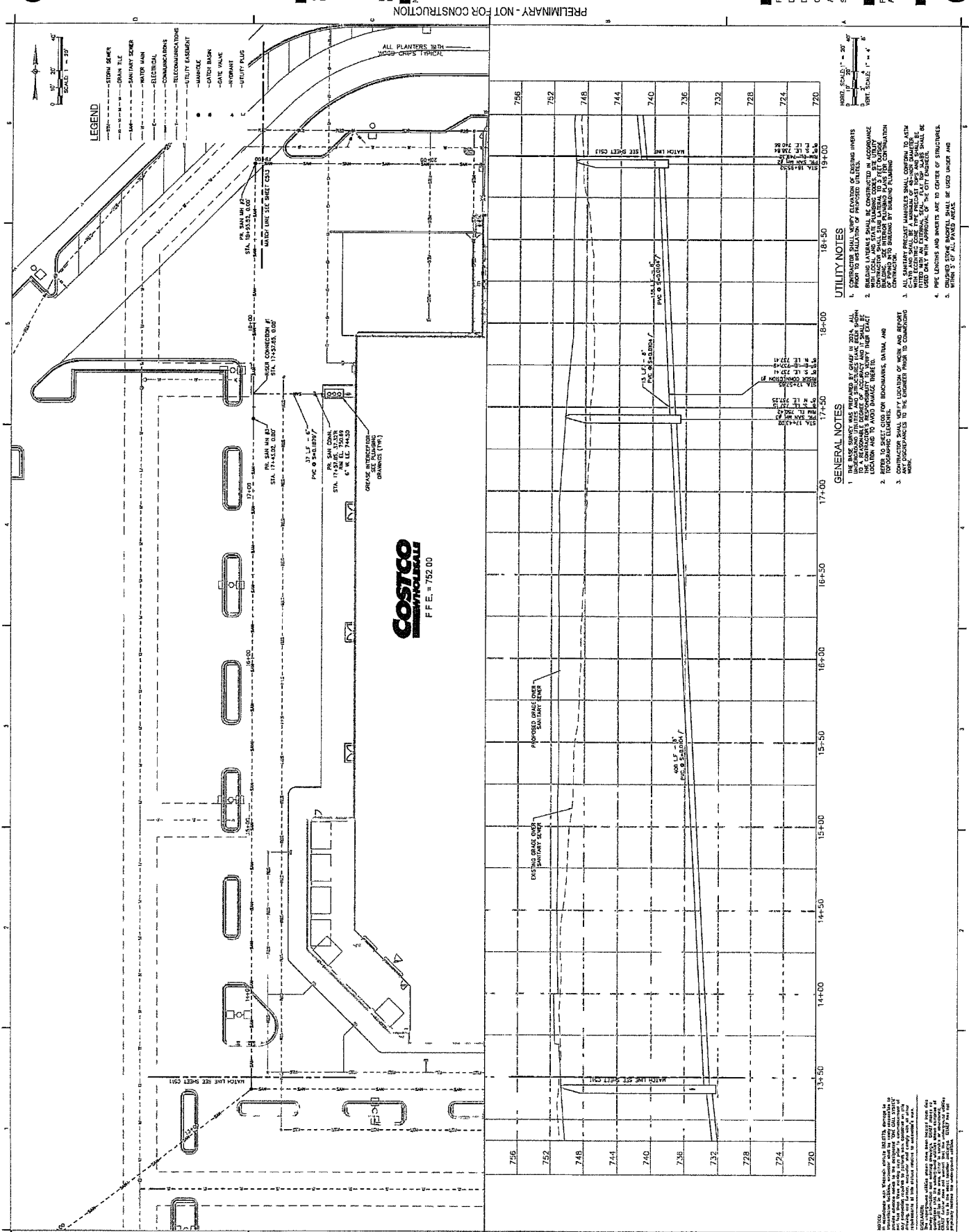
1. THE BASE SURVEY WAS PREPARED BY GRAEF IN 1924. ALL DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THEREOF.
2. REFER TO SHEET C100 FOR BENCHMARK, DATUM, AND TOPOGRAPHIC ELEMENTS.
3. CONTRACTOR SHALL VERIFY LOCATION OF WORK, AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

UTILITY NOTES

1. CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING INVENTS PRIOR TO INSTALLATION OF PROPOSED UTILITIES.
2. BUILDING LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO STANDARD SPECIFICATIONS FOR CONTRACTOR SHALL STOP LATERAL TO 3 FEET OUTSIDE BUILDING. SEE INTERIOR BUILDING PLANS FOR CONTRADICTION OF PIPING INTO BUILDING BY BUILDING PAULDING CONTRACTOR.
3. ALL SANITARY PRECAST MANHOLES SHALL CONFORM TO ASTM C-1315. ALL MANHOLES SHALL BE 48" IN DIAMETER WITH 15' MINIMUM DEPTHS. ALL PRECAST MANHOLES SHALL BE CAST WITH AN EXTERNAL SEAL. JOINT SEALS SHALL BE USED ONLY WITH APPROVAL OF THE CITY ENGINEER.
4. PIPE LENGTHS AND INVENTS ARE TO CENTER OF STRUCTURES.
5. EXPOSED STIFF MANHOLE SHALL BE USED UNDER AND WITHIN 5' OF ALL PAVED AREAS.

PRELIMINARY - NOT FOR CONSTRUCTION

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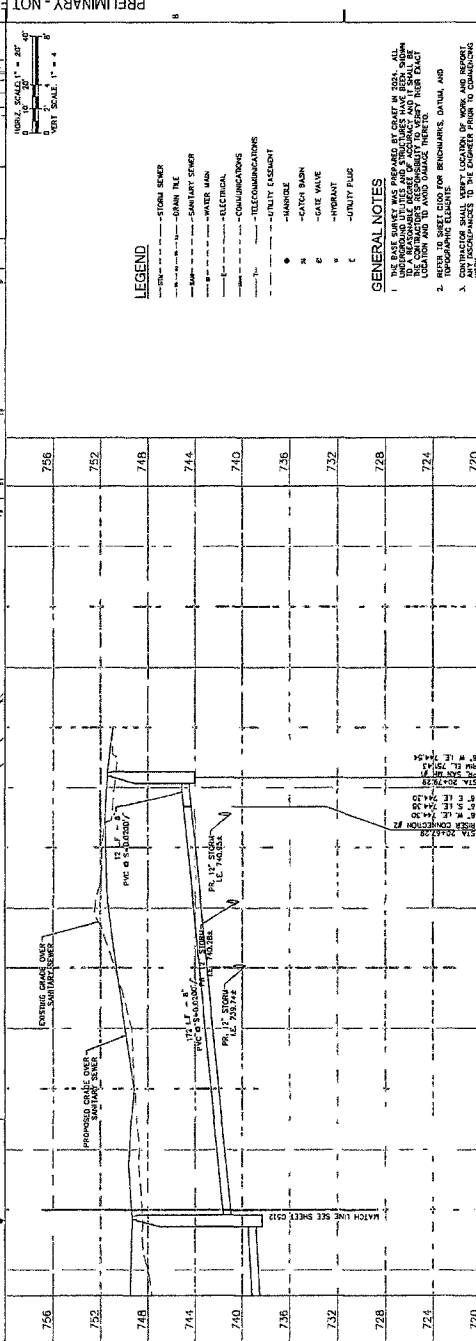
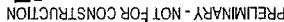


NOTES

in equipment with Windows 95/97/98, designed to be installation friendly, smoother and far more accessible than the old DOS-based software. The new software will do just what these users need to do to get their work done: it will send them e-mails to follow up on comments on this drawing, or further, smoother and comply with all other requirements at the client's request to accelerate work.

CONCLUSION

The software will be used when new been issued from the software information and editing process. CADT 2000 is a software that will be used in the area, CADT is a tool for CADT. CADT software does not mean that the software will be used. CADT software does not mean that the software will be used. CADT software does not mean that the software will be used.



STY	—	STORY SEWER
DRN	—	DRAIN TILE
SAN	—	SANITARY SEWER
WTR	—	WATER MAIN
ELEC	—	ELECTRICAL
COMM	—	COMMUNICATION
TELE	—	TELECOMMUNICATIONS
EASD	—	EASEMENT
MNDL	•	MANHOLE
CATCH BASIN	N	CATCH BASIN
GATE VALVE	G	GATE VALVE
HYDRANT	V	HYDRANT
LUTILITY BLUE	P	LUTILITY BLUE

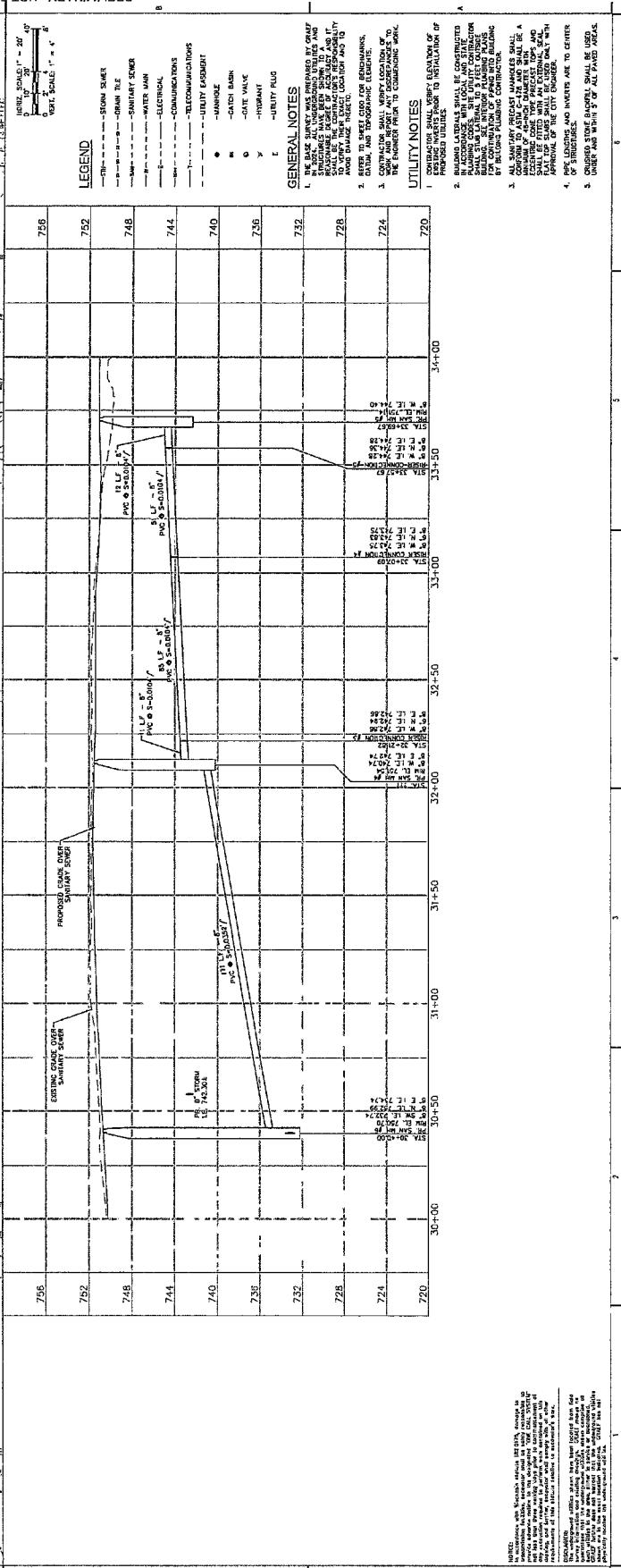
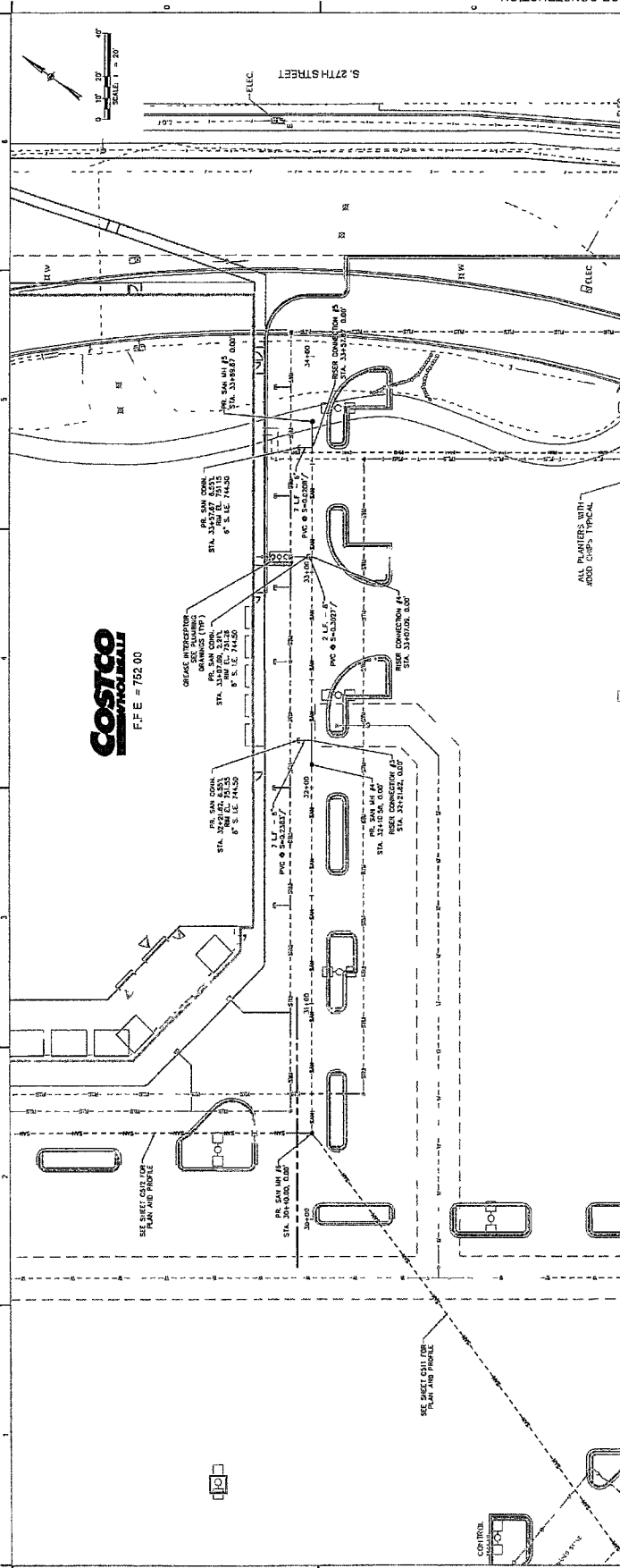
GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY CRAFT IN 2024. ALL MEASUREMENTS AND CALCULATIONS HAVE BEEN REVIEWED TO REASONABLE DEGREES OF ACCURACY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERE TO.
2. REFERENCE TO SHEET C100 FOR BENCHMARKS, DATUM, AND TOPOGRAPHIC ELEMENTS.
3. CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING

UTILITY NOTES

1. ALL MATERIALS SHALL MEET ANY EVALUATION OF EXISTING INVENTS PERFORMED BY THE CITY ENGINEER.
2. PERMITS TO INSTALLATION OF ANY NEWLY MANUFACTURED UTILITY SHALL BE OBTAINED FROM THE CITY ENGINEER.
3. BUILDING MATERIALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS.
4. CONTRACTOR SHALL STAY LATERAL TO 3 FEET OUTSIDE BUILDING, SET INTERIOR PLUMBING PLANS FOR CONTRIBUTION CONTRACTOR.
5. ALL SANITARY PRECAST MANHOLES SHALL CONFORM TO ASTM C-474 AND SHALL BE A MINIMUM OF 18-INCH DIAMETER WITH EGRESS CO. TYPE PRECAST TOPS AND SHALL BE CONSTRUCTED TO THE CITY ENGINEER'S SPECIFICATIONS. THEY SHALL BE USED ONLY WITH APPROVAL OF THE CITY ENGINEER.
6. PIPE LENGTHS AND INVERTS ARE TO CENTER OF STRUCTURES. CRUSHED STONE BAGGNET SHALL BE USED UNDER AND

PRELIMINARY - NOT FOR CONSTRUCTION



LEGEND

- SLOPE SURVEY
- EXISTING S.E.
- EXISTING SEWER
- WATER MAIN
- ELECTRICAL
- TELECOMMUNICATIONS
- UTILITY EASEMENT
- EASEMENT
- CATCH BASIN
- EXISTING P.C.E.
- EXISTING P.V.
- EXISTING PUG

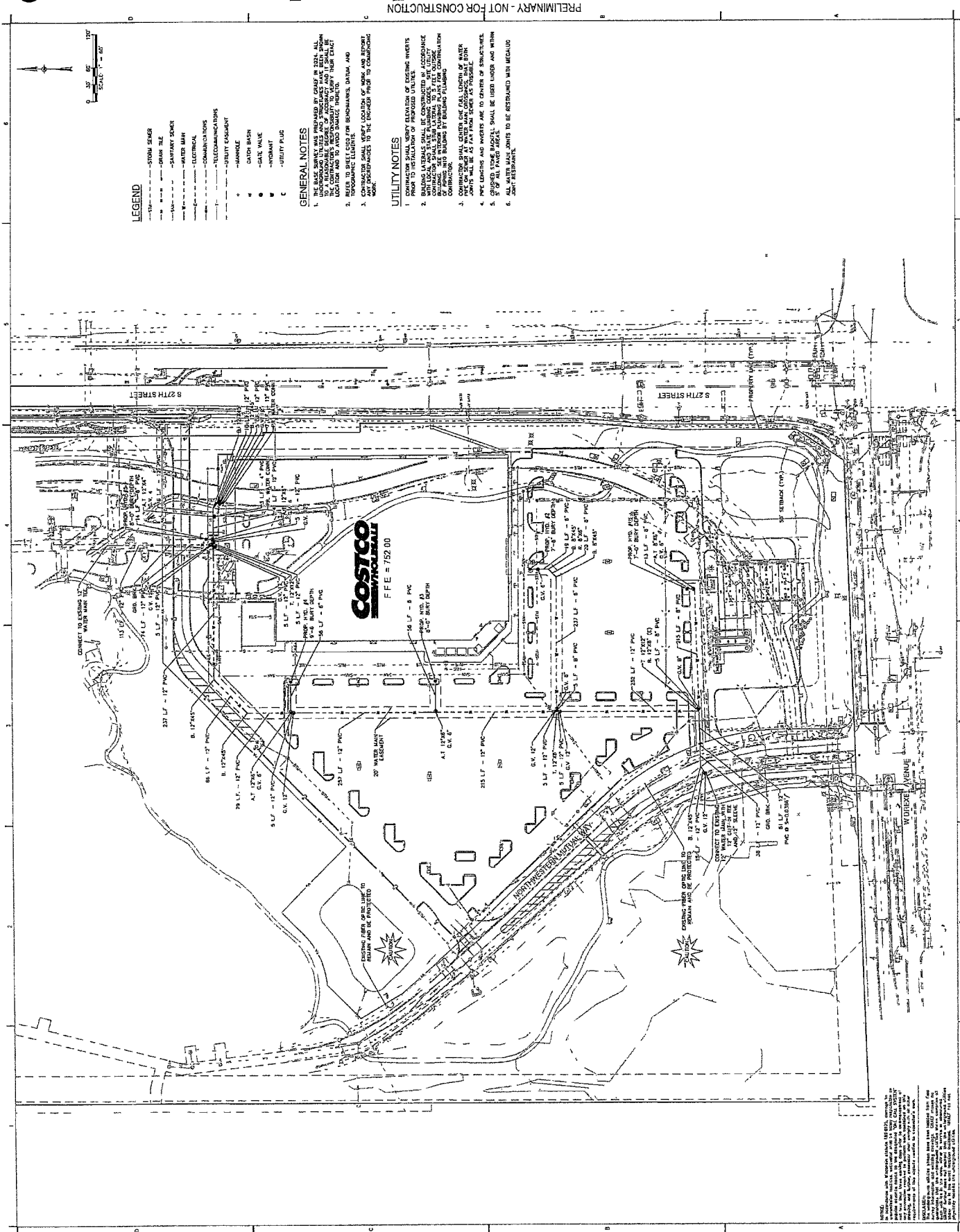
GENERAL NOTES

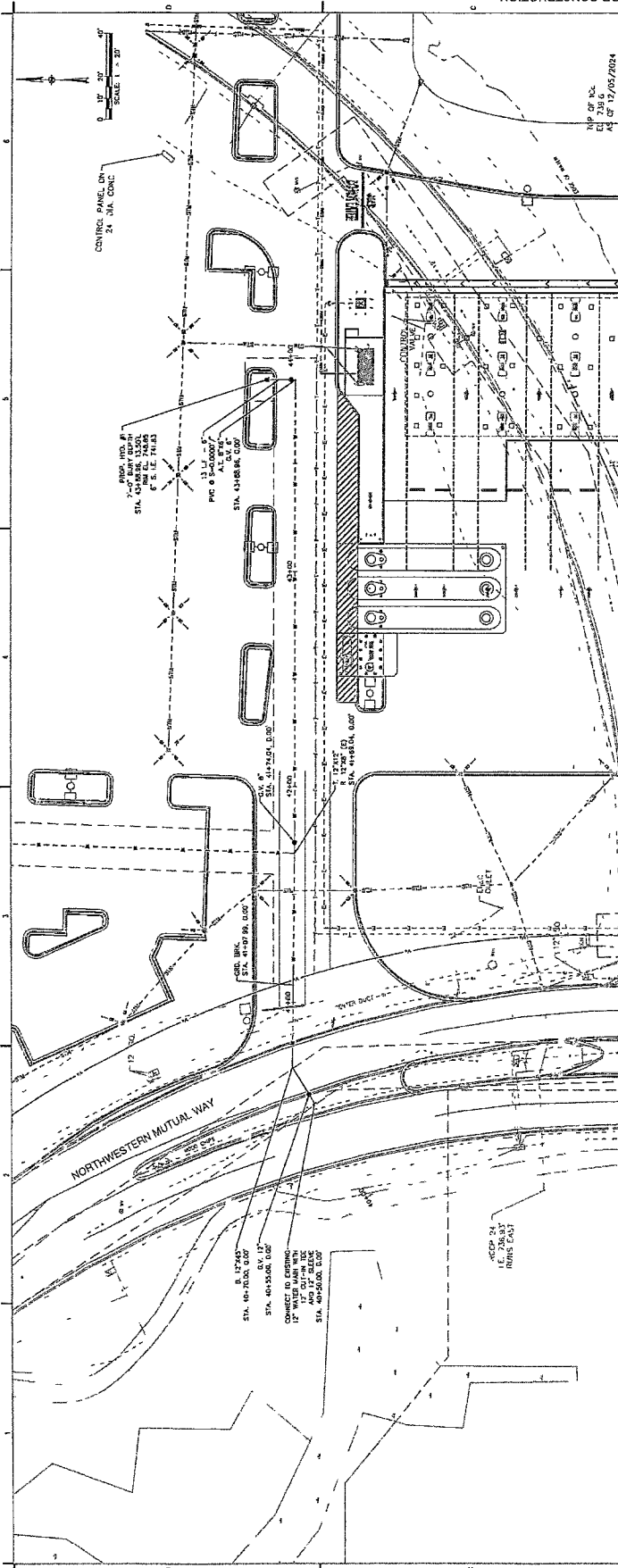
1. THE DATE SURVEY WAS PERFORMED BY GRUEF IS 08/17/2024. THE SURVEY WAS PERFORMED BY GRUEF AND THE RESULTS OF THE SURVEY ARE SHOWN ON THIS PLAN. IT IS THE RESPONSIBILITY OF THE USER OF THIS PLAN TO VERIFY THE ACCURACY OF THE SURVEY DATA AND TO OBTAIN ANY NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
2. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
3. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING SEWERS PRIOR TO CONSTRUCTION.
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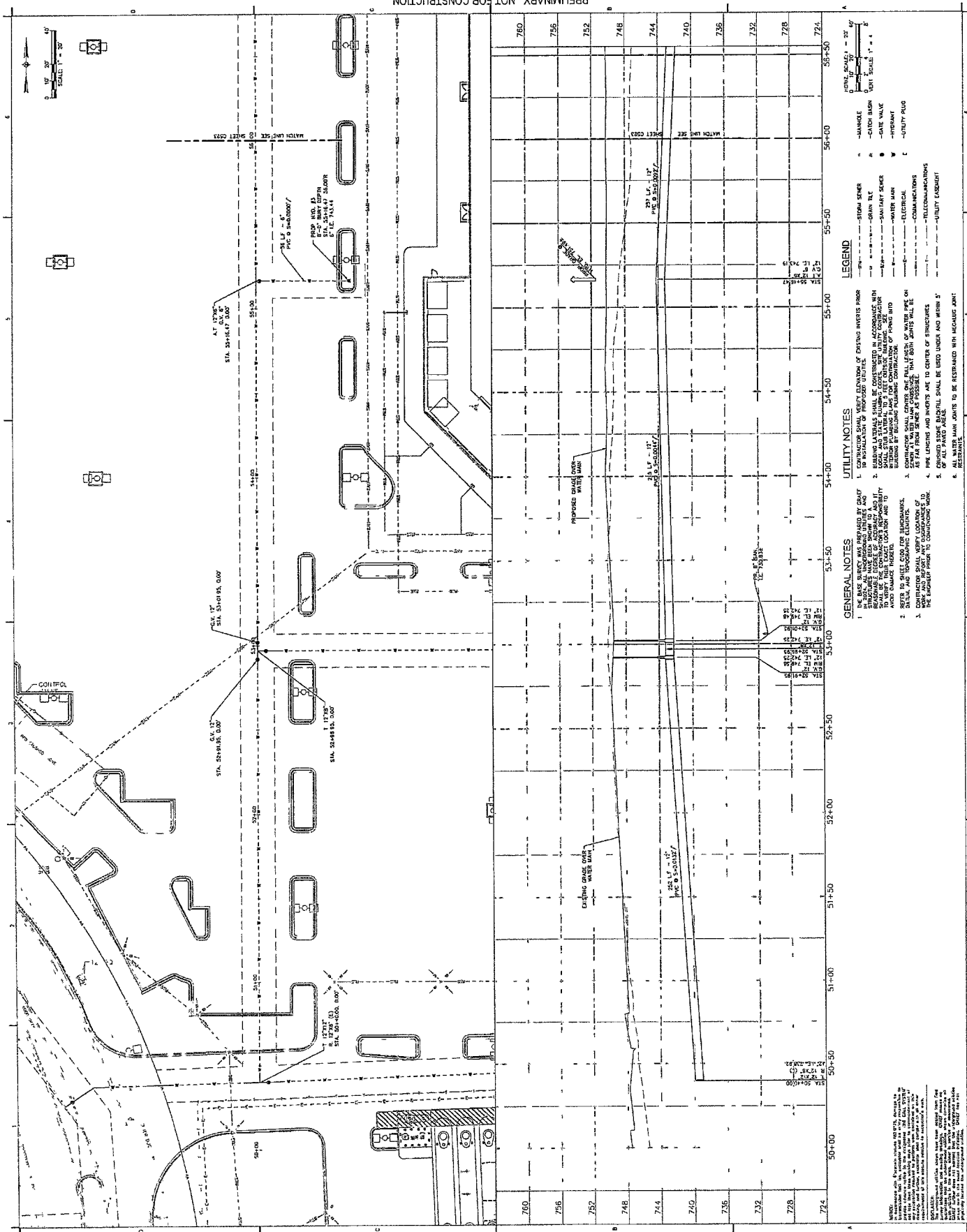
UTILITY NOTES

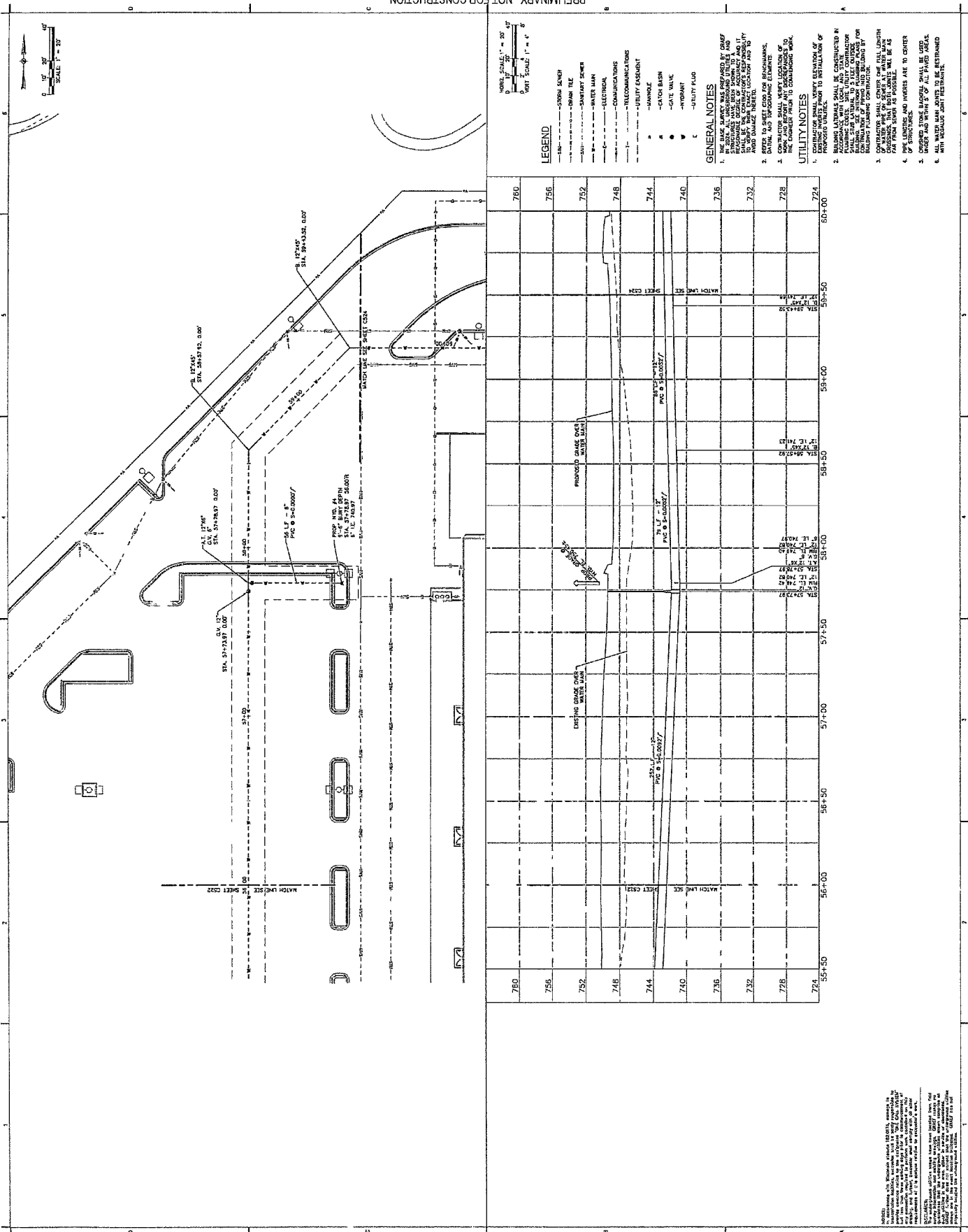
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NOTES:
1. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
2. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
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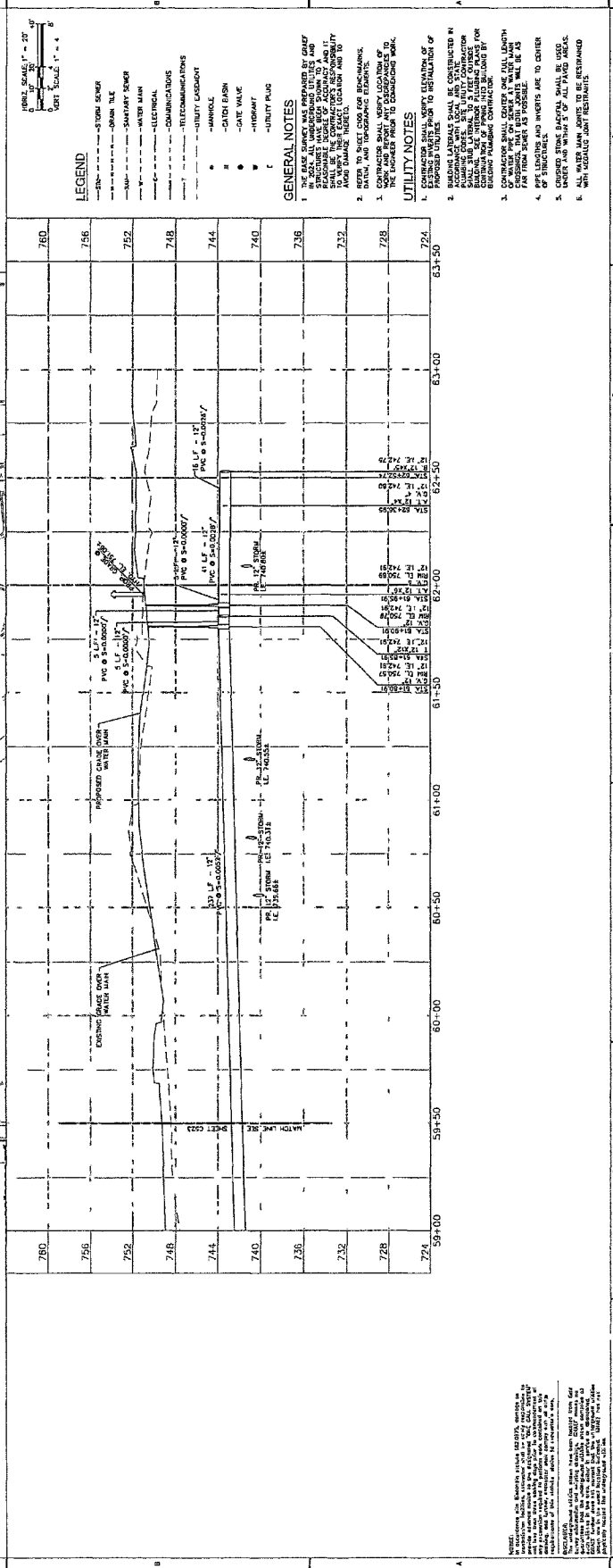
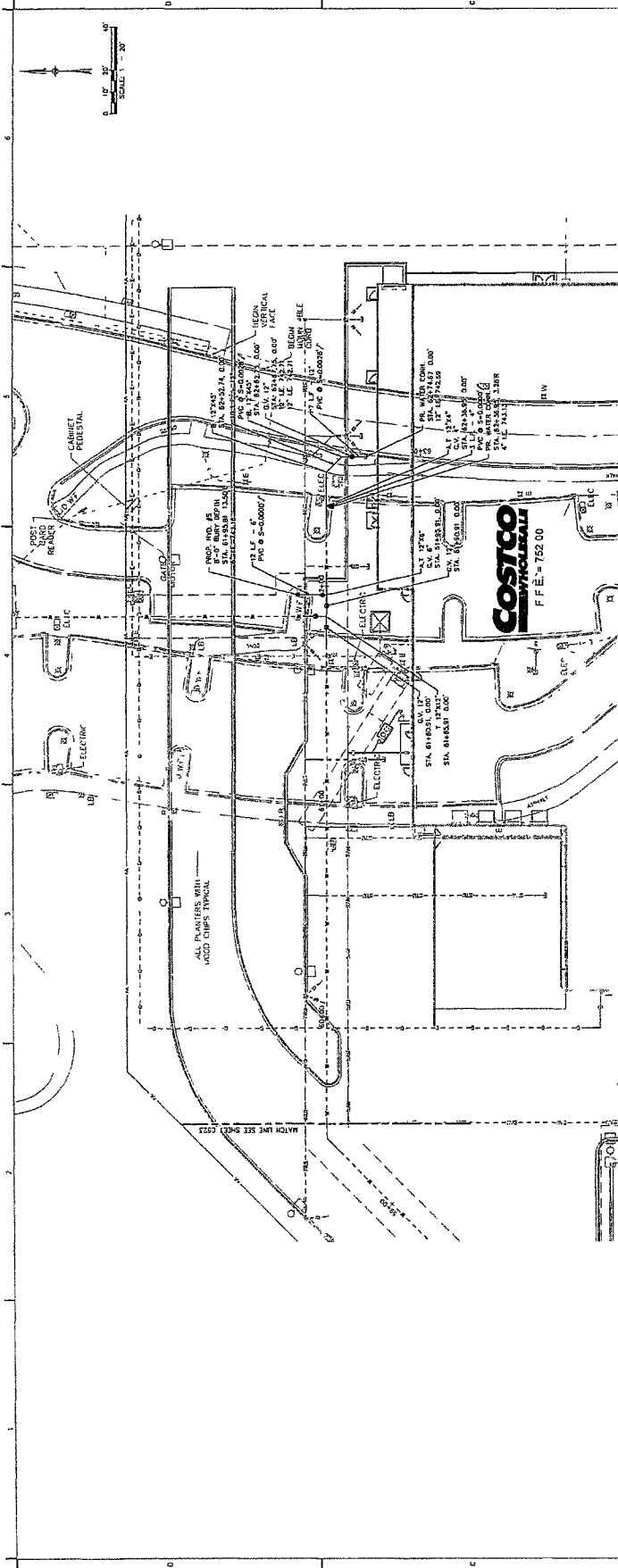


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PRELIMINARY - NOT FOR CONSTRUCTION



LEGEND

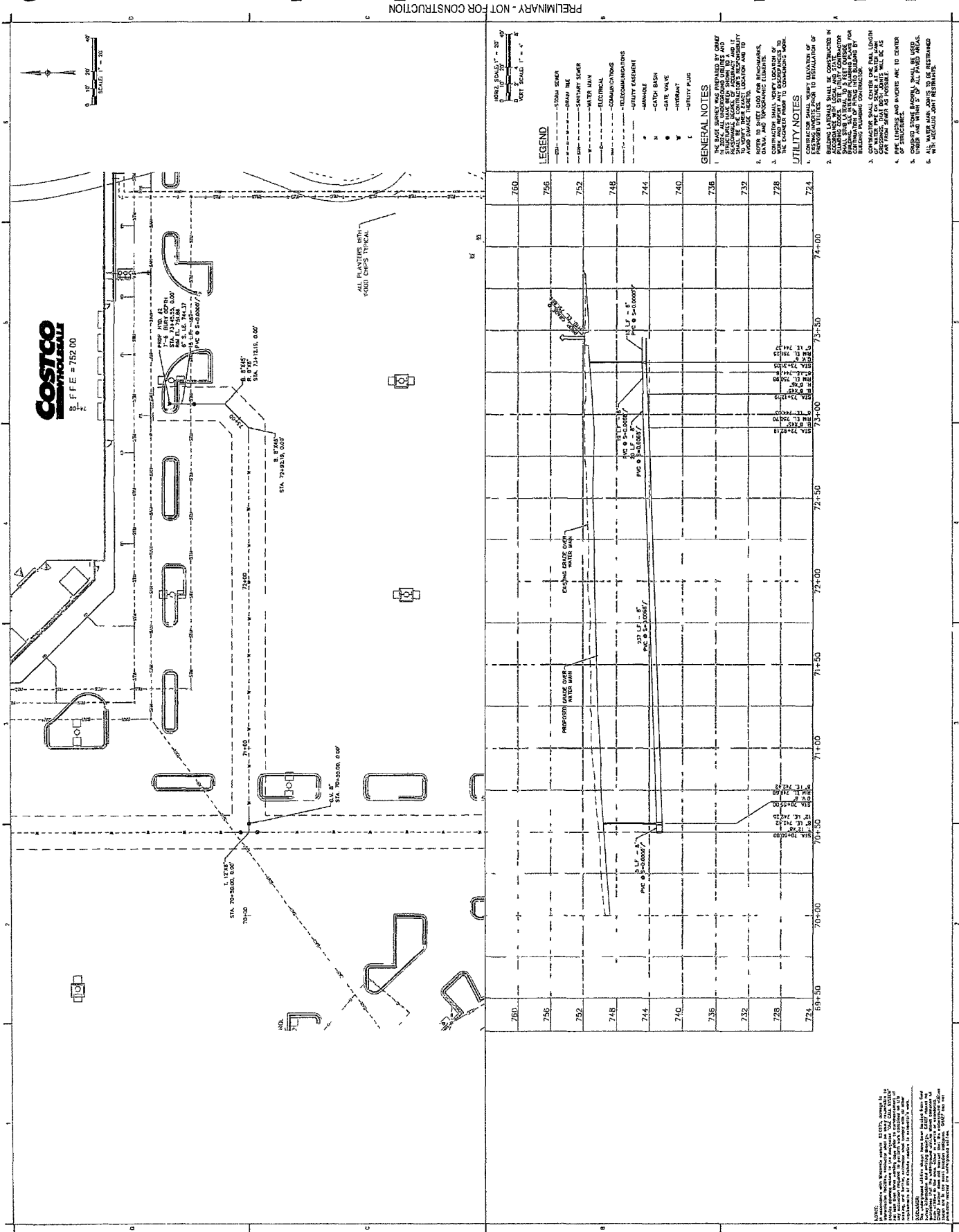
- SANITARY SEWER
- WATER
- GAS
- ELECTRIC
- TELECOMMUNICATIONS
- UTILITY CASE/STREET
- CATCH BASIN
- GATE VALVE
- HYDRANT
- UTILITY PLUG

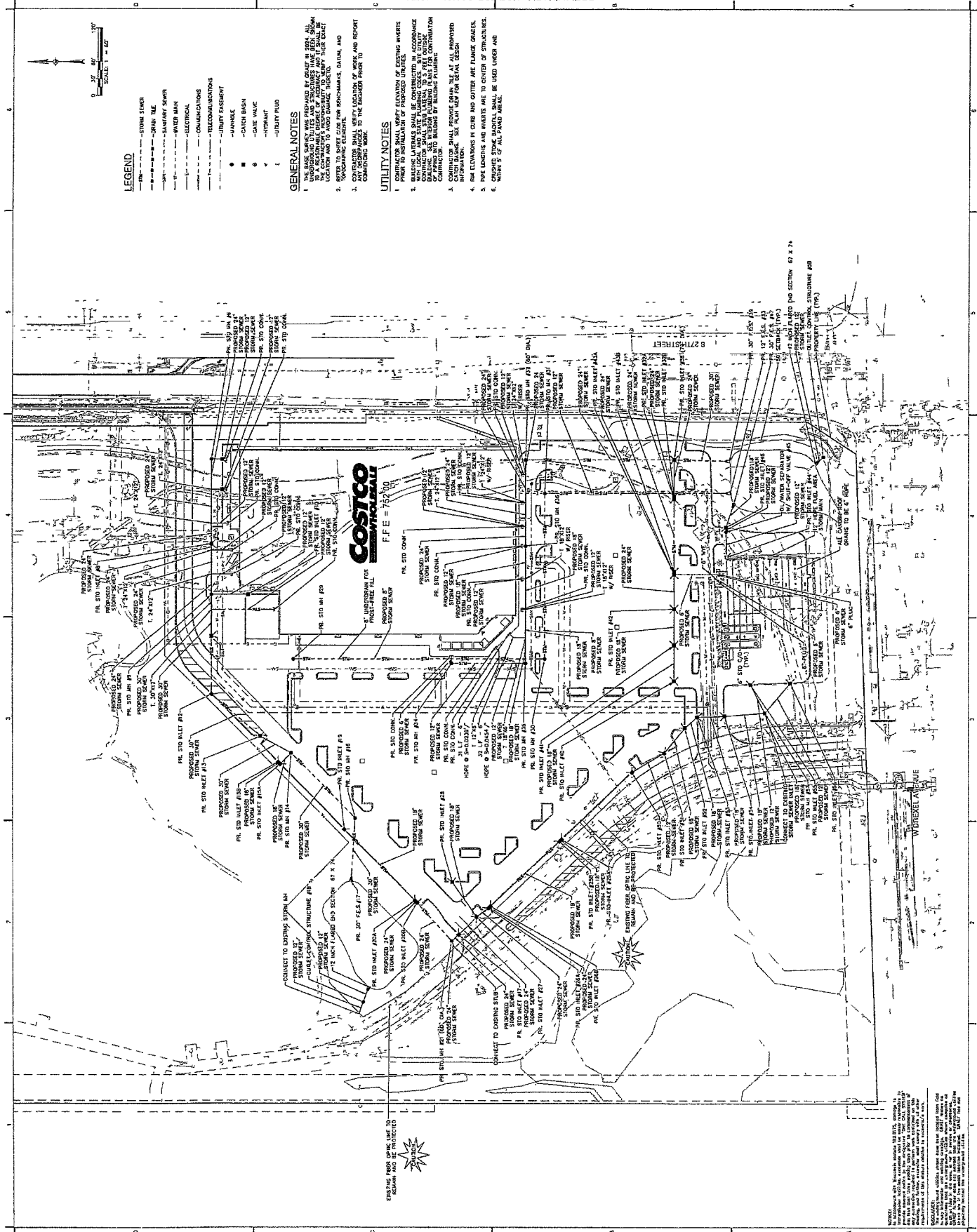
GENERAL NOTES

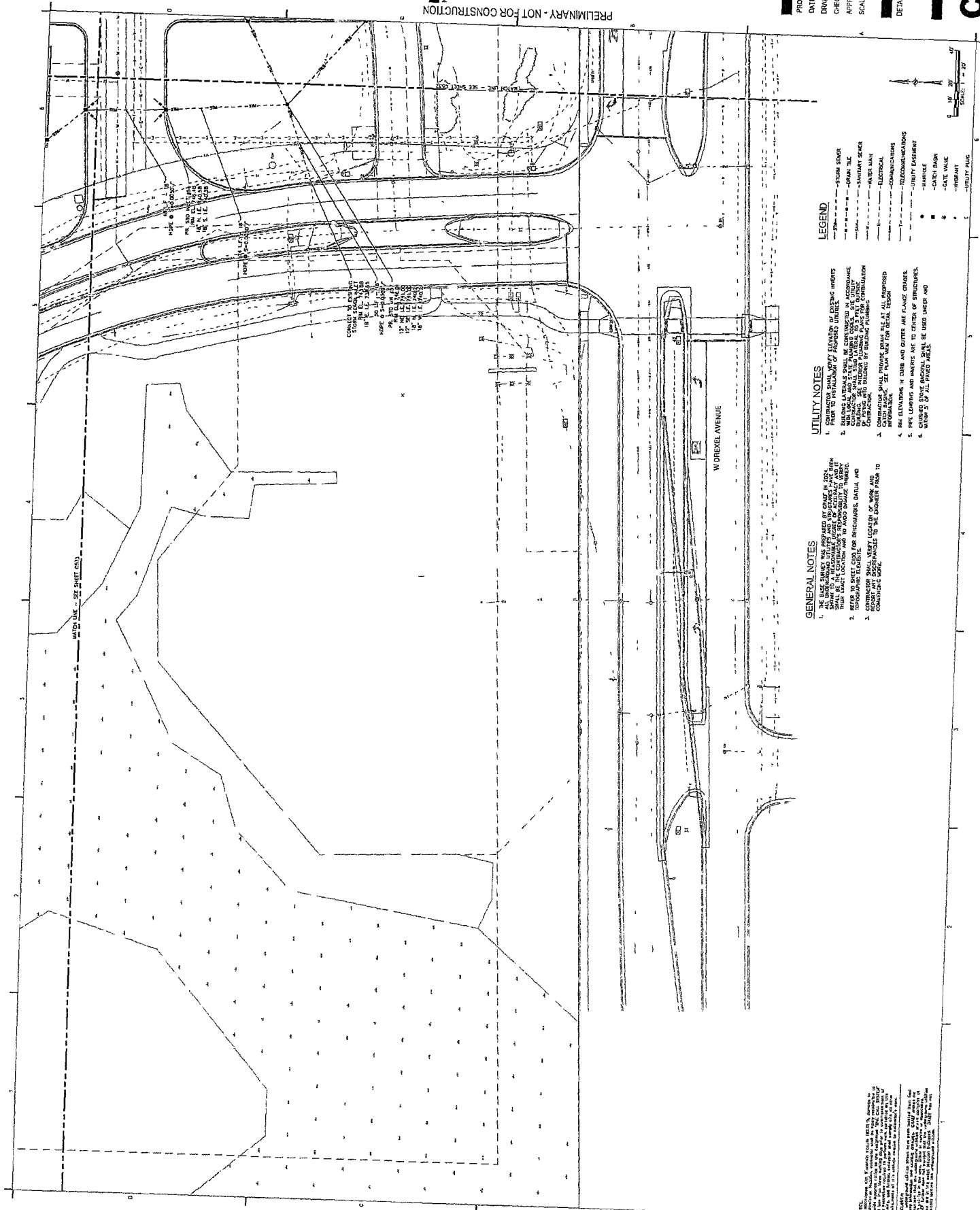
1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
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UTILITY NOTES

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LEGEND

- STORM SEWER
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 -SEWER MAIN
 -SANITARY SEWER
 -WATER MAIN
 -ELECTRICAL
 -COMMUNICATIONS
 -TELECOMMUNICATIONS
 -UTILITY EASEMENT
 -MANHOLE
 -CATCH BASIN
 -GATE VALVE
 -HYDRANT
 -UTILITY BUILDING

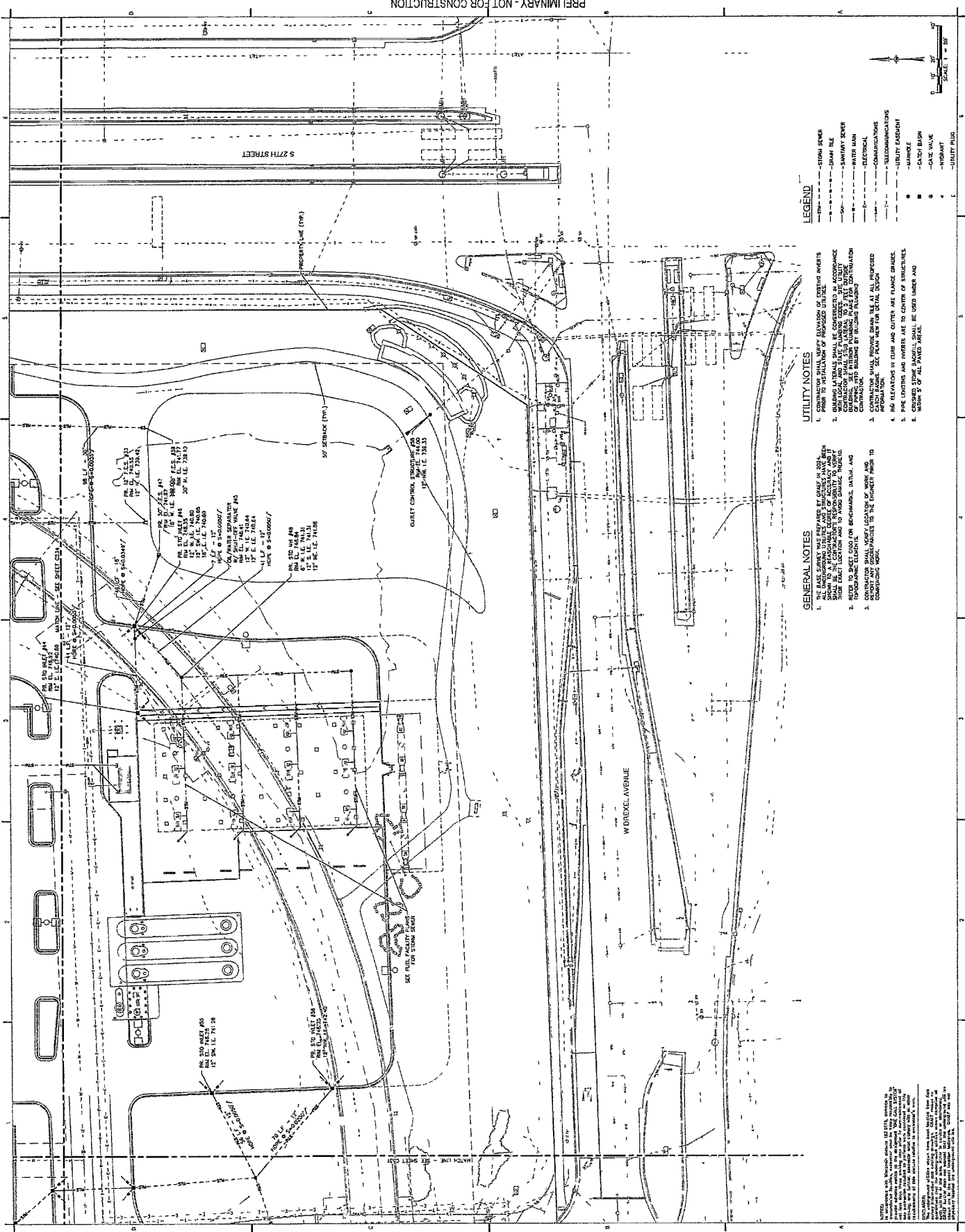
UTILITY NOTES

1. CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING INVERTS PRIOR TO INSTALLATION OF PROPOSED UNITIES.
2. BUILDING LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODES. THE UTILITY CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INTERFERING PLANS FOR CONTRIBUTION TO THE CITY OF CHICAGO PLUMBING CODES.
3. CONTRACTOR SHALL PROVIDE RAINFALL RITE AT ALL PROPOSED CATCH BASINS. SEE PLUMBING PLAN FOR DETAIL. UTILITY CONTRACTOR SHALL PROVIDE RAINFALL RITE AT ALL PROPOSED INLET MANHOLES.
4. ALL ELEVATIONS IN CURB AND GUTTER ARE FLANGE GRADES. PIPE LATERALS AND INVERTS ARE TO CENTER OF STRUCTURES. CRUSHED STONE BASE(S) SHALL BE 18" MIN. THICK.

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.
2. REFER TO SHEET C100 FOR BENCHMARKS, DATUM, AND TOPOGRAPHIC ELEMENTS.

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LEGEND

- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- ELECTRICAL
- TELEPHONE
- GAS
- RAILROAD
- HIGHWAY
- UTILITY PLUS

UTILITY NOTES

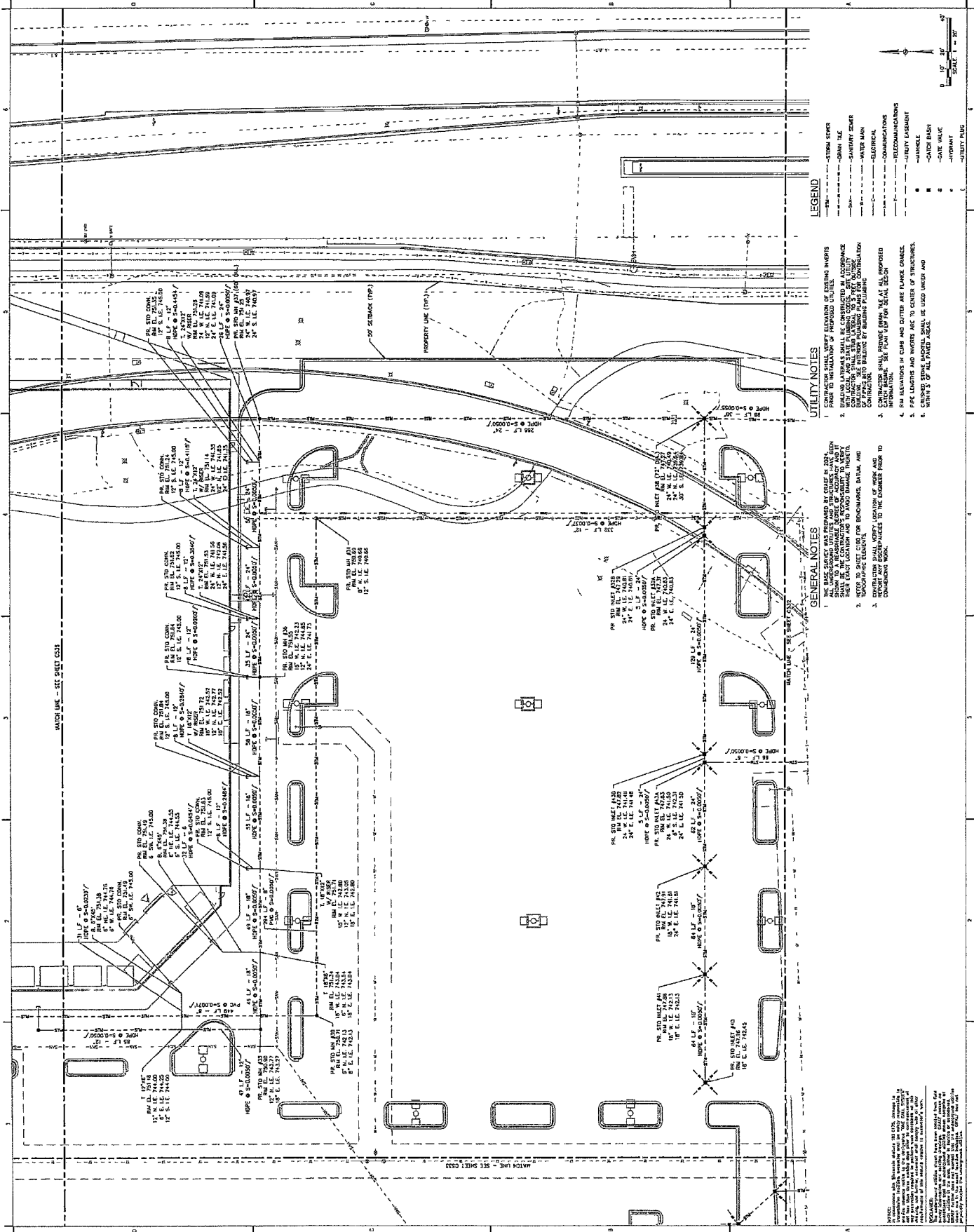
1. CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING MANHOLE PRIOR TO INSTALLATION OF PROPOSED UTILITY.
2. MANHOLE ELEVATIONS SHALL BE CORRECTED TO MATCH EXISTING ELEVATIONS. IF NOT POSSIBLE, CONTRACTOR SHALL PROVIDE ELEVATION DATA TO THE ENGINEER FOR REVIEW AND APPROVAL.
3. CONTRACTOR SHALL PROVIDE DRAIN TILE AT ALL PROPOSED MANHOLES. SEE PLAN VIEW FOR DRAIN TILE INFORMATION.
4. RISE ELEVATIONS IN CURB AND GUTTER ARE PLACED ON GRADES.
5. PIPE ELEVATIONS AND INVERTS ARE TO CENTER OF STRUCTURES.
6. GRADED STORM MANHOLE SHALL BE USED UNDER AND WITHIN 5' OF ALL PAVED AREAS.

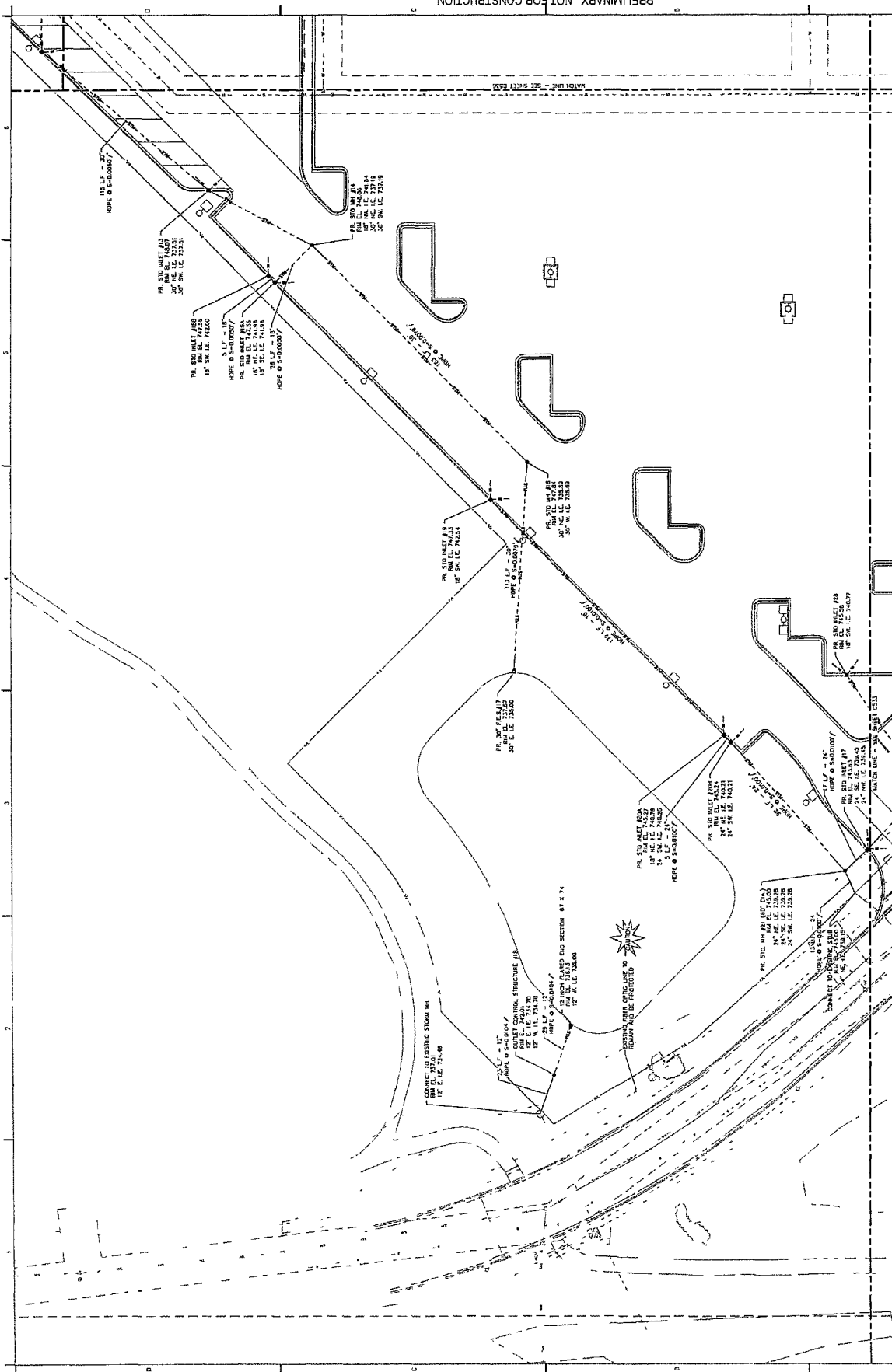
GENERAL NOTES

1. THE BASE SEWER WAS PREPARED BY GRACE IN 2024. ALL EXISTING UTILITIES AND STRUCTURES SHALL BE SHOWN AS THEY EXIST. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
2. REFER TO SHEET CUD FOR BRICKWORK, DRAIN, AND FORDRAINING ELEVATIONS.
3. EXISTING UTILITIES SHALL BE SHOWN AS THEY EXIST. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION.

NOTES:
1. THE BASE SEWER WAS PREPARED BY GRACE IN 2024. ALL EXISTING UTILITIES AND STRUCTURES SHALL BE SHOWN AS THEY EXIST. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

PRELIMINARY - NOT FOR CONSTRUCTION





UTILITY NOTES

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING INTERIOR FINISHES.
2. PRIOR TO INSTALLATION OF PROPOSED UNILITE, CONTRACTOR SHALL VERIFY THE FOLLOWING:
 - a. UNILITE SHALL BE PLACED IN A DRY, CLEAN, AND PROPERLY VENTILATED AREA.
 - b. UNILITE SHALL BE PLACED ON A CLEAN, LEVEL, AND PROPERLY DRAINING SURFACE.
 - c. UNILITE SHALL BE PLACED ON A SURFACE THAT MEETS LOCAL, STATE, AND FEDERAL REQUIREMENTS.
3. CONTRACTOR SHALL FOLLOW THE FOLLOWING GUIDELINES FOR THE INSTALLATION OF UNILITE:
 - a. UNILITE SHALL BE PLACED IN A DRY, CLEAN, AND PROPERLY VENTILATED AREA.
 - b. UNILITE SHALL BE PLACED ON A CLEAN, LEVEL, AND PROPERLY DRAINING SURFACE.
 - c. UNILITE SHALL BE PLACED ON A SURFACE THAT MEETS LOCAL, STATE, AND FEDERAL REQUIREMENTS.
4. CONTRACTOR SHALL REMOVE ALL UNILITE FROM THE PROJECT SITE PRIOR TO DEPARTURE.
5. CONTRACTOR SHALL REMOVE ALL UNILITE FROM THE PROJECT SITE PRIOR TO DEPARTURE.
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STORM SEWER	MANHOLE
ADRIAN TIE	CATCH BASIN
SANITARY SEWER	GATE VALVE
WATER MAIN	HYDRANT
ELECTRICAL	UTILITY BLIND
COMMUNICATIONS	
TELECOMING	
UTILITY EXAMINER	

- COMMUNICATION
- TELECOMMUNICATION
- UTILITY CASES
- MANHOLE
- CATCH BASIN
- GATE VALVE
- HYDRANT
- UTILITY BUILDING

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**SUB-
TOPICS**

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ELEVATIONS IN CULTIVATED
LENGTHS AND INCREASED
STONE BACKS OF ALL PAVING

1.	CONTRACTOR INFORMATION
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5.	PIPE L
6.	CRUSH MATING

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REPORT AND
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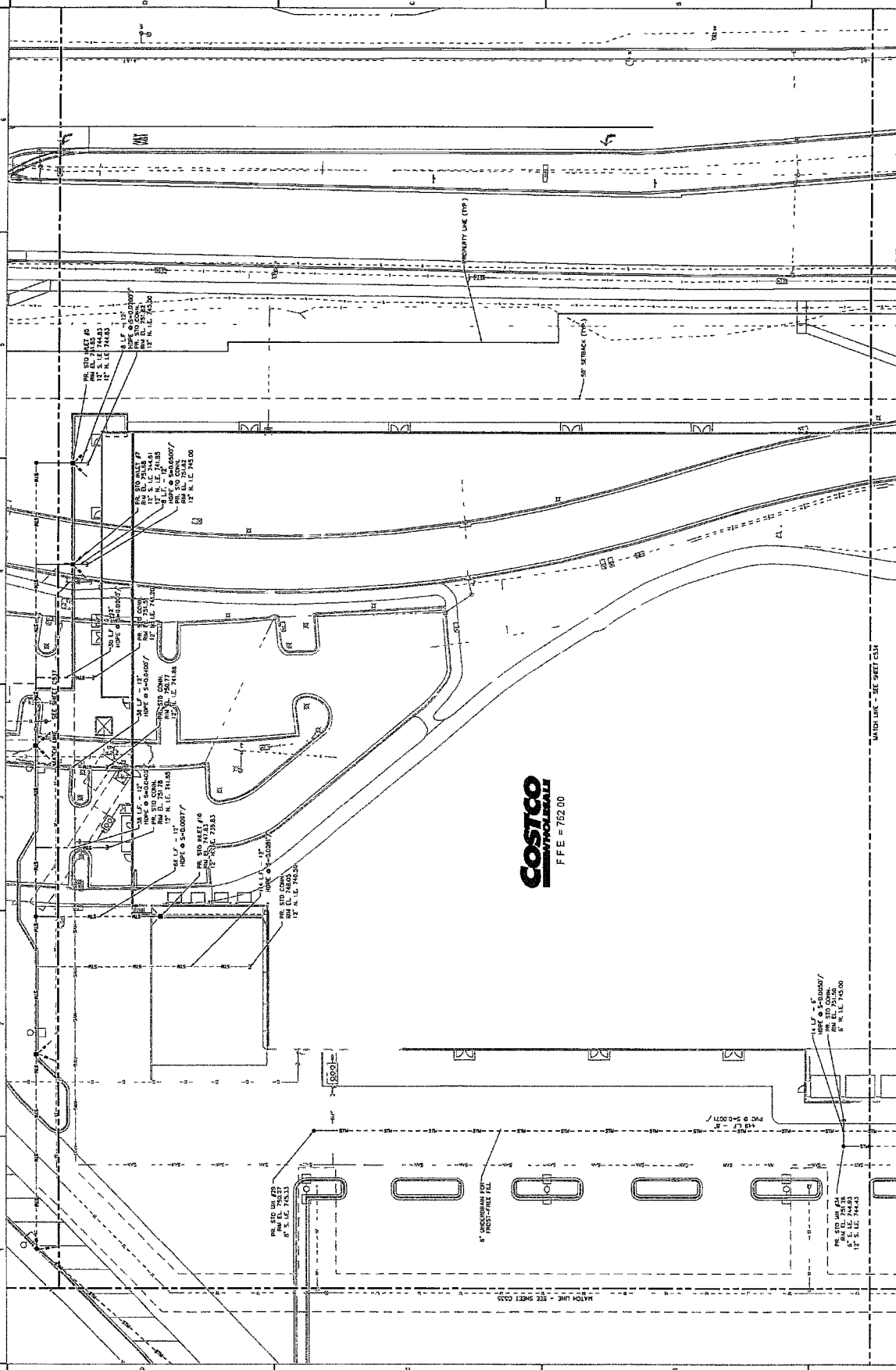
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PRELIMINARY - NOT FOR CONSTRUCTION



LEGEND

- STORM SEWER
 ---URBAN TILE
 ---SANTARY SEWER
 ---WATER MAIN
 ---ELECTRICAL
 ---COMMUNICATIONS
 ---TELECOMMUNICATIONS
 ---UTILITY EASEMENT
 ---MANHOLE
 ---CATCH BASIN
 ---GATE VALVE
 ---HYDRANT
 ---UTILITY PLUG

UTILITY NOTES

1. CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING INVERTS AND PROVIDE DIMENSIONS OF PROPOSED UTILITY.
2. BULK MATERIAL SHALL BE CONVEYED TO THE CONSTRUCTION SITE WITH LOADS AND SPREADS LIMITED TO THE CAPACITY OF THE CONTRACTOR SHALL STAY LATERAL TO A FEET OUTSIDE OF THE EXISTING UTILITY TO PREVENT COLLAPSE OF EXISTING UTILITY BY BUILDING MATERIALS CONTRACTOR.
3. CONTRACTOR SHALL PRODUCE DRAIN LAY AT ALL PROPOSED CATCH BASINS. SEE PLAN VIEW FOR DETAIL DESIGN INFORMATION.
4. INVERT ELEVATIONS IN CURB AND GUTTER ARE FLANGE GRADES.
5. PIPE LENGTHS AND INVERTS ARE TO CENTER OF STRUCTURES.
6. CRUSHED STONE GRAVEL SHALL BE USED UNDER AND WITHIN 5' OF ALL PAVED AREAS.

GENERAL NOTES

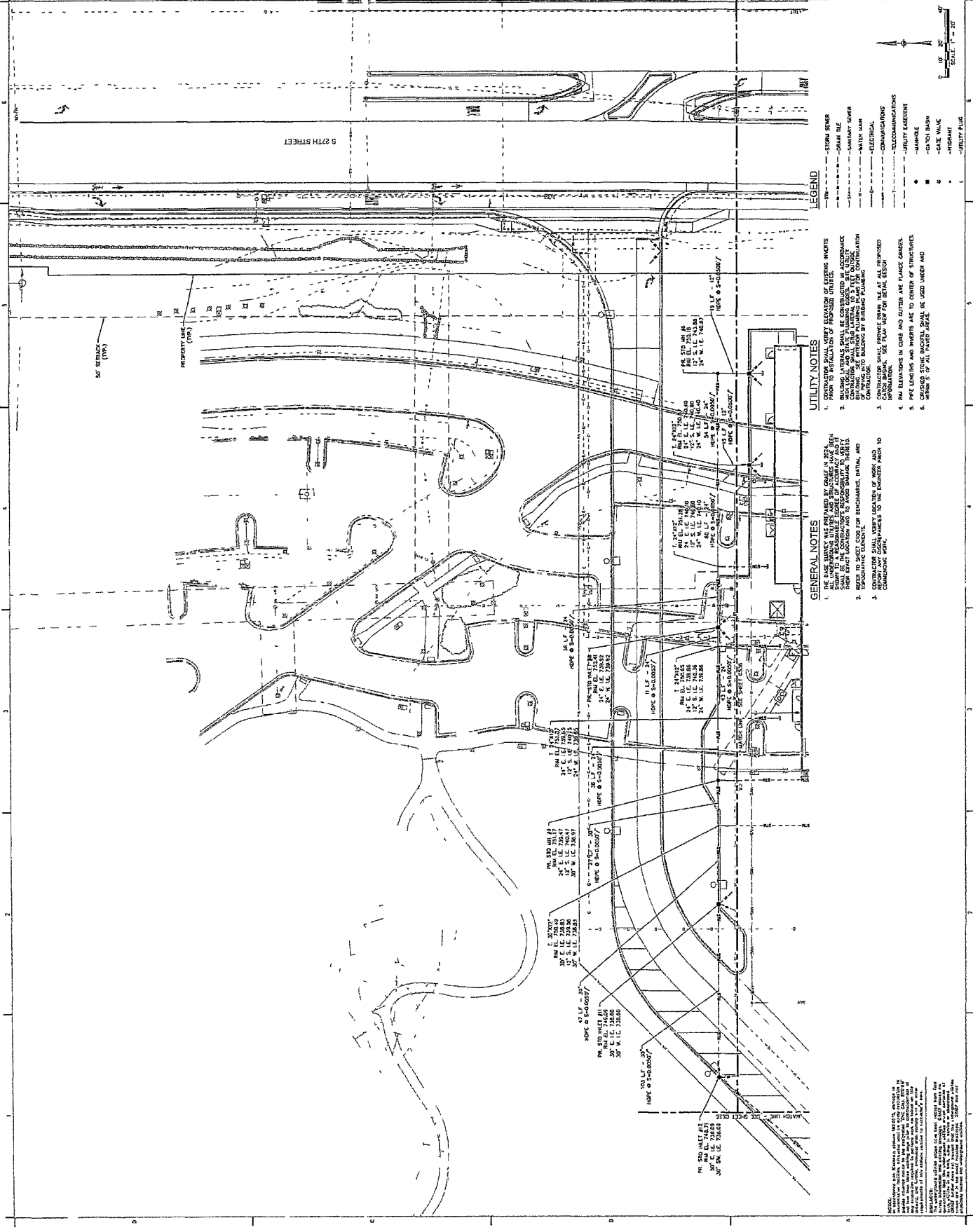
1. THE BASE SURVEY WAS PREPARED BY CMAA IN 2024. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERE TO.
2. REFER TO SHEET C100 FOR BENCHMARKS, DATUM, AND TOPOGRAPHIC ELEMENTS.
3. CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

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PRELIMINARY - NOT FOR CONSTRUCTION



LEGEND

- STORM SEWER
- DRAIN TILE
- SANITARY SEWER
- WATER MAIN
- ELECTRICAL
- TELECOMMUNICATIONS
- UTILITY EXISTENT
- MANHOLE
- CATCH BASIN
- GATE VALVE
- HYDRANT
- UTILITY FLAG

UTILITY NOTES

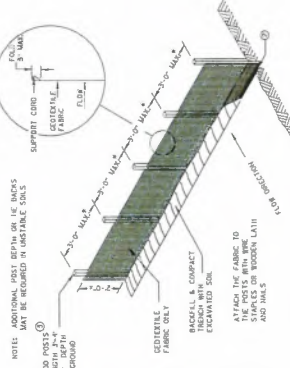
- CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING INVERTS
- BUILDING SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL AND STATE PLUMBING CODES, AND UTILITY DEPARTMENTS. SEE WISCONSIN PLUMBING CODE, CHAPTER SPS 11.00, FOR REQUIREMENTS FOR PLUMBING CONTRACTOR.
- EXISTING UTILITY LOCATIONS ARE SHOWN FOR INFORMATION.
- ALL ELEVATIONS IN CURBS AND GUTTERS ARE PLACED GRASSES.
- PIPE LINDERS AND INVERTS ARE TO CENTER OF STRUCTURE.
- MANHOLE SHALL BE USED UNDER AND

GENERAL NOTES

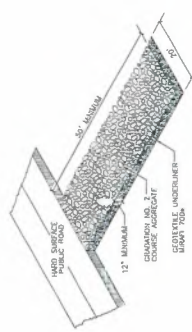
- THE BASE SURVEY WAS PREPARED BY GALEY & SONS, INC. IN 2014. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING BOARD OF WISCONSIN, CHAPTER SPS 11.00, AND THE SURVEYING BOARD OF WISCONSIN, CHAPTER SPS 11.01. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING BOARD OF WISCONSIN, CHAPTER SPS 11.00, AND THE SURVEYING BOARD OF WISCONSIN, CHAPTER SPS 11.01.
- READ TO SHEET FOR BENCHMARK, DATUM, AND
- CONTRACTOR SHALL VERIFY LOCATION OF WORK AND

NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE WISCONSIN PLUMBING CODE, CHAPTER SPS 11.00, AND THE WISCONSIN PLUMBING CODE, CHAPTER SPS 11.01.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL CONDITION OR BETTER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DRAINAGE DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE EROSION CONTROL DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SEDIMENT CONTROL DURING CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SLOPE DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE STRENGTH DURING CONSTRUCTION.

- GENERAL NOTES**
- HORIZONTAL BRACE REQUIRED WITH 2" x 4" WOODEN FRAME OR GALVANIZED STEEL FRAME AT TOP OF POSTS.
 - BRACE SHALL BE MADE UP OF 2" x 4" WOOD OR 2" x 4" GALV. STEEL TO RUN ALONG LENGTH OF SILT FENCE. BRACE SHALL BE MADE UP OF 2" x 4" GALV. STEEL TO RUN ALONG LENGTH OF SILT FENCE. BRACE SHALL BE MADE UP OF 2" x 4" GALV. STEEL TO RUN ALONG LENGTH OF SILT FENCE.
 - WOOD POSTS SHALL BE A MINIMUM SIZE OF 4" x 6" OF DUE OR HICKORY.
 - SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
 - CONSTRUCT SILT FENCE FROM A CONTIGUOUS ROLL OF GEOTEXTILE BY CUTTING THE POSTS WITH BIRCH OR PINE. ATTACH THE POSTS TO THE GEOTEXTILE WITH 10" GALV. LATH AND NAILS.
 - INSTALL AT LEAST 100' BEHIND, BEHIND THE END OF EACH SILT FENCE SECTION.

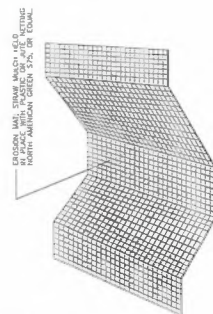


* NOTES: BIRD-POST SPACING ALLOWED IF A RIGID FRAME INLET PROTECTION IS USED.



STONE CONSTRUCTION ENTRANCE

N.T.S.



RIGID FRAME INLET PROTECTION

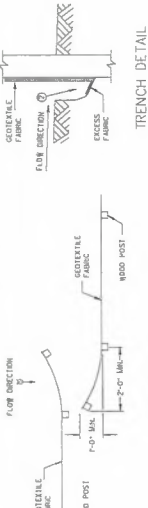
N.T.S.

EROSION MATTING
N.T.S.

ROLL OUT STRIPS OF EROSION MATTING PARALLEL TO THE DIRECTION OF FLOW

575 STAPLES PER 10' x 10' AREA

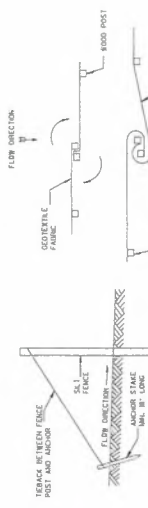
1. STAPLE PATTERN RECOMMENDED



TRENCH DETAIL

JOINING TWO LENGTHS OF SILT FENCE

③



TWIST METHOD

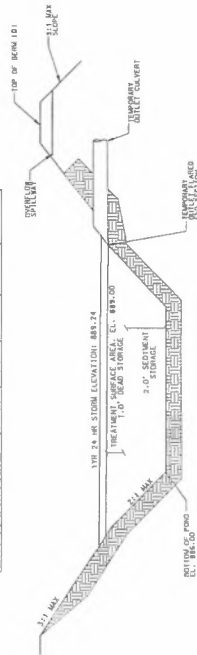
SILT FENCE TIE BACK

IF ANY ADDITIONAL SUPPORT REQUIRED

SILT FENCE

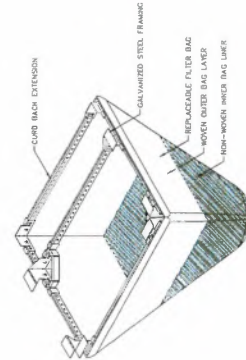
N.T.S.

TEMPORARY SEGMENT NUMBER	MINIMUM SEGMENT LENGTH (FT)	MINIMUM SEGMENT WIDTH (IN)	MINIMUM SEGMENT HEIGHT (IN)	MINIMUM SEGMENT VOLUME (CU YD)	MINIMUM SEGMENT WEIGHT (LBS)	MINIMUM SEGMENT AREA (SQ FT)	MINIMUM SEGMENT PERIMETER (FT)	MINIMUM SEGMENT DIAMETER (IN)	MINIMUM SEGMENT ELEVATION (FT)	MINIMUM SEGMENT TOP OF SEGMENT ELEVATION (FT)
1	17.5	12	12	17.5	17.5	17.5	17.5	12	12	12



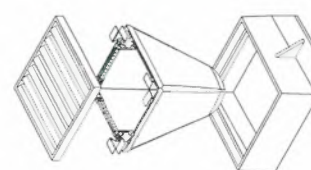
TEMPORARY SEDIMENTATION BASIN

N.T.S.



TYPICAL RECTANGULAR INLET FILTER

N.T.S.



TYPICAL ROUND INLET FILTER

N.T.S.

ASTM D6087 REQUIREMENTS

- FILTER SYSTEM CONSISTS OF RIGID FRAME AND REMOVABLE GEOTEXTILE BAG
- FILTER BAG SIZED TO MEET TREATMENT FLOW RATE OF THE DRAINAGE LOCATION
- BAG MAINTAINS SHAPE TO BE EXTRACTED WHEN COMPLETELY FILLED WITH SEDIMENT
- FRAME DOES NOT INTERFERE OR ELEVATE GRADE BY MORE THAN 1/4"
- DRAINAGE FLOW EXCEEDS DESIGN FLOW OF DRAINAGE LOCATION
- FILTER BAG ACHIEVES 90% FILTRATION EFFICIENCY PER ASTM D7531 OR ASTM D5141

MAINTENANCE GUIDELINES

- EMPTY THE SEDIMENT BAG IF MORE THAN HALF FILLED WITH SEDIMENT AND CORPS
- EMPTY THE GRATE, DISCARD THE UP LIFT POINTS, AND LIFT FILTER FROM THE DRAINAGE STRUCTURE
- DISCARD THE SEDIMENT AND CORPS AS DIRECTED BY THE ENGINEER OF MAINTENANCE
- ALTERNATIVELY, AN INDIAN VACUUM CAN BE USED TO COLLECT SEDIMENT FROM FILTER BAG

INSTALLATION INSTRUCTIONS

- REMOVE GATE FROM THE DRAINAGE STRUCTURE
- CLEAN STONE AND GIRT FROM LODGE (TOP OF DRAINAGE STRUCTURE)
- DROP THE INLET FILTER THROUGH THE CLEAR OPENING SUCH THAT THE VANGERS REST FIRM ON THE TOP OF THE STRUCTURE
- REDUCE THE GATE AND CORPUS IT IS NOT ELEVATED MORE THAN 1/4"

N.T.S.

SCALE

N.T.S.

PROJECT TITLE
COSTCO WHOLESALE FRANKLIN, WISCONSIN

AWC OF W DREXEL AVE & S 27TH ST
FRANKLIN, WI

NO.	DATE	REVISIONS	BY	ISSUE
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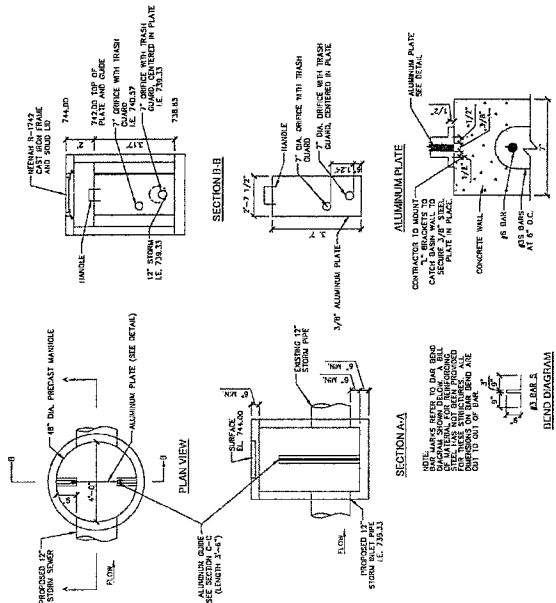
PROJECT INFORMATION
PROJECT NUMBER: 2024-0222

DATE	08/13/2025
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CHECKED BY	BRL
APPROVED BY	BTP
SCALE	AS NOTED

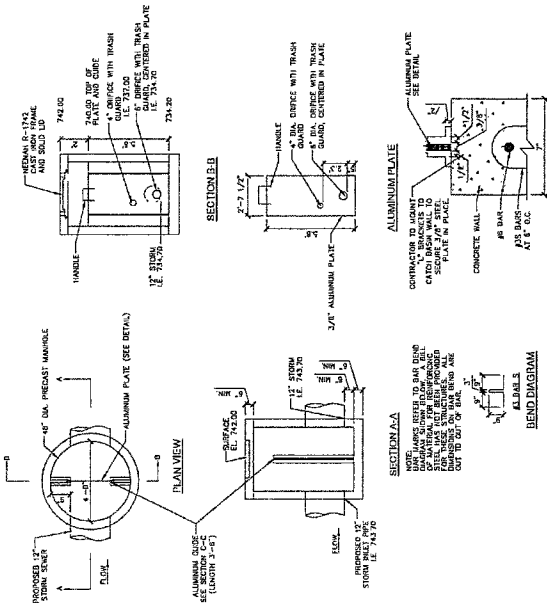
SHEET TITLE
CONSTRUCTION DETAILS

SHEET NUMBER

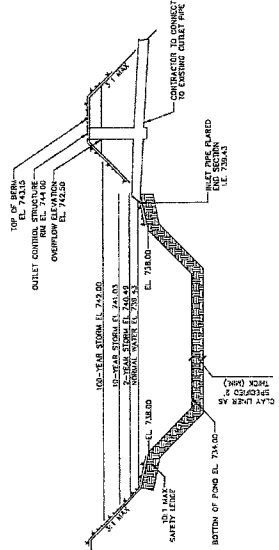
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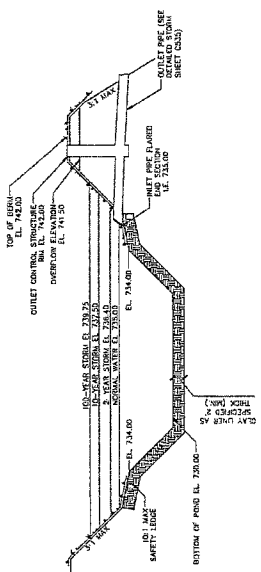
OUTLET CONTROL STRUCTURE
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OUTLET CONTROL STRUCTURE
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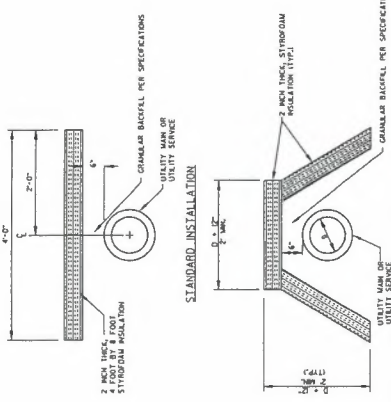


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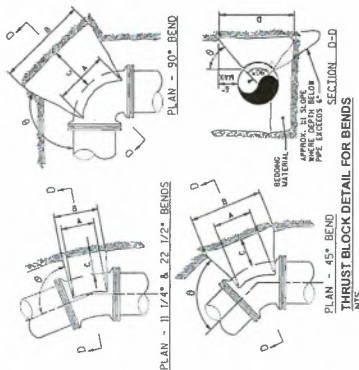
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PRELIMINARY - NOT FOR CONSTRUCTION

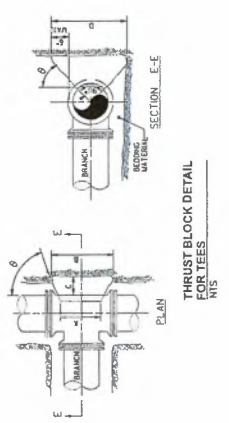


PIPE INSULATION DETAIL
NTS

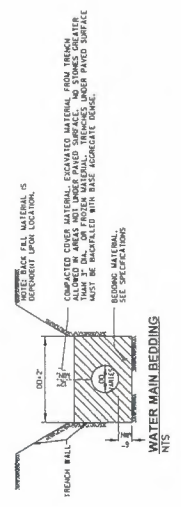
- GENERAL NOTES:
1. THE BACK PROTECTION INSTALLATION SHALL BE USED WHERE THE PIPE IS NOT FULLY ENCASED IN GRANULAR BACKFILL.
 2. SEE SPECIFICATION FOR INSULATION LAYER THICKNESS.
 3. SEE PLAN & PROFILE SHEETS FOR INSULATION LOCATIONS.



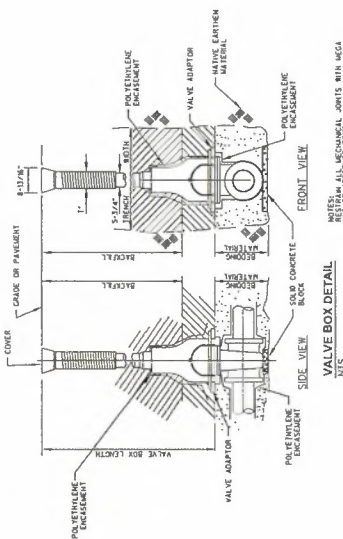
THRUST BLOCK DETAIL FOR BENDS
NTS



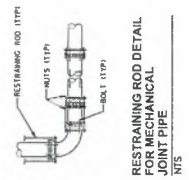
THRUST BLOCK DETAIL
FOR TEES
NTS



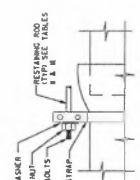
WATER MAIN BEDDING
NTS



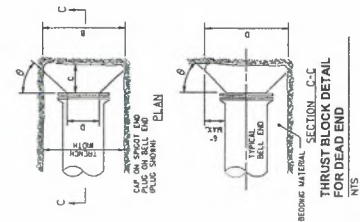
VALVE BOX DETAIL
NTS



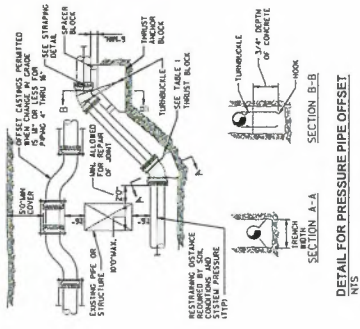
REBAR DETAIL
FOR MECHANICAL
JOINT PIPE
NTS



STRAPPING DETAIL
NTS



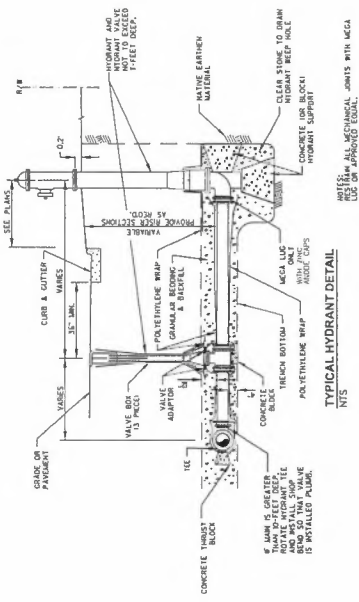
THRUST BLOCK DETAIL
FOR DEAD END
NTS



DETAIL FOR PRESSURE PIPE OFFSET
NTS

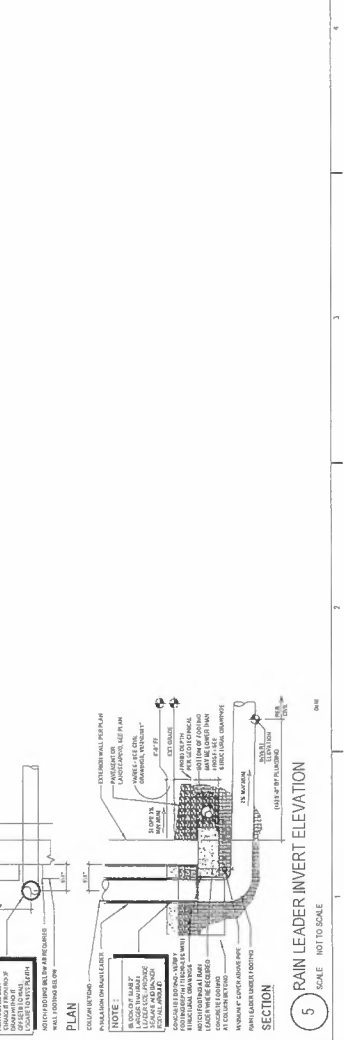
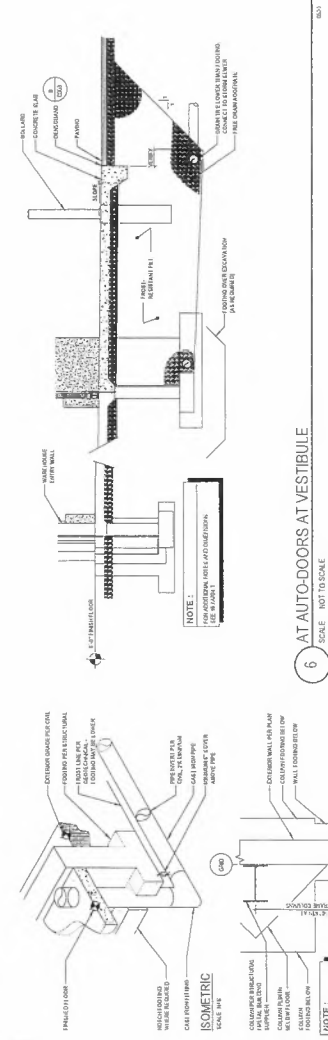
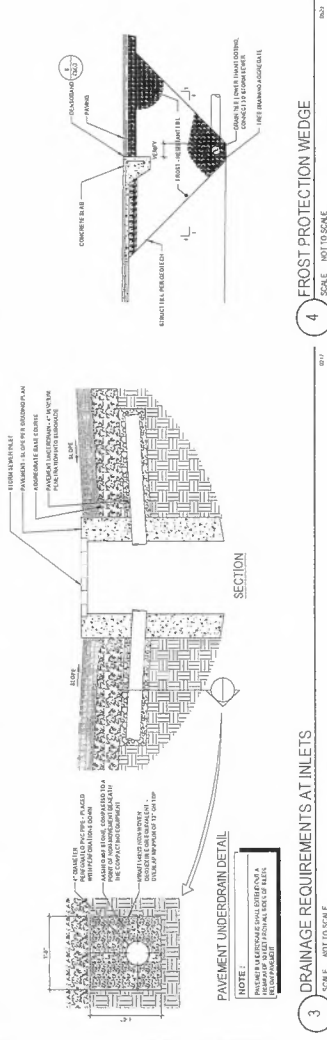
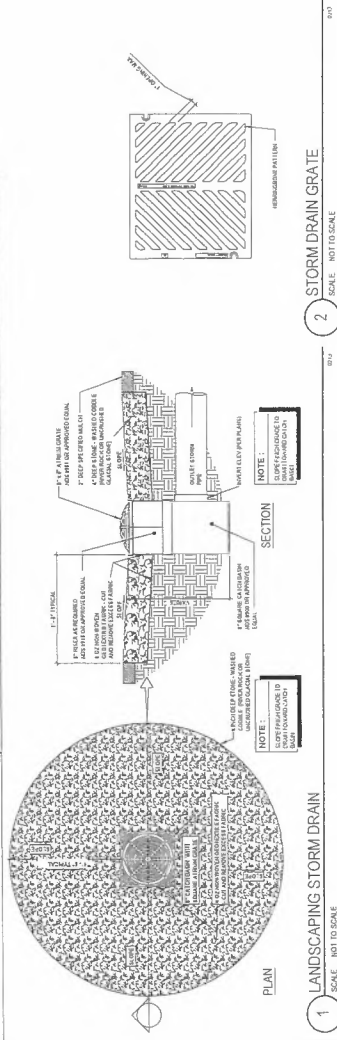
TABLE NO. 1
THRUST BLOCK AREA REQUIRED

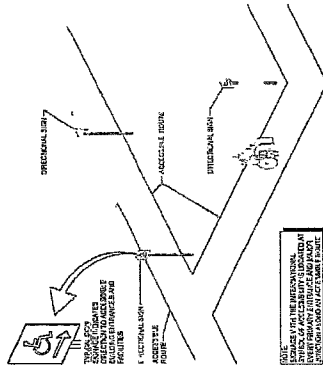
0-50 PSI TEST PRESSURE		50-100 PSI TEST PRESSURE		100-150 PSI TEST PRESSURE	
PIPE DIA.	MIN. AREA REQ'D (SQ. FT.)	PIPE DIA.	MIN. AREA REQ'D (SQ. FT.)	PIPE DIA.	MIN. AREA REQ'D (SQ. FT.)
12"	1.00	12"	1.00	12"	1.00
14"	1.25	14"	1.25	14"	1.25
16"	1.50	16"	1.50	16"	1.50
18"	1.75	18"	1.75	18"	1.75
20"	2.00	20"	2.00	20"	2.00
22"	2.25	22"	2.25	22"	2.25
24"	2.50	24"	2.50	24"	2.50
26"	2.75	26"	2.75	26"	2.75
28"	3.00	28"	3.00	28"	3.00
30"	3.25	30"	3.25	30"	3.25
32"	3.50	32"	3.50	32"	3.50
34"	3.75	34"	3.75	34"	3.75
36"	4.00	36"	4.00	36"	4.00
38"	4.25	38"	4.25	38"	4.25
40"	4.50	40"	4.50	40"	4.50
42"	4.75	42"	4.75	42"	4.75
44"	5.00	44"	5.00	44"	5.00
46"	5.25	46"	5.25	46"	5.25
48"	5.50	48"	5.50	48"	5.50
50"	5.75	50"	5.75	50"	5.75
52"	6.00	52"	6.00	52"	6.00
54"	6.25	54"	6.25	54"	6.25
56"	6.50	56"	6.50	56"	6.50
58"	6.75	58"	6.75	58"	6.75
60"	7.00	60"	7.00	60"	7.00



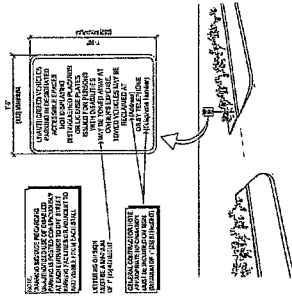
TYPICAL HYDRANT DETAIL
NTS

NOTES:
1. SEE PLAN & PROFILE SHEETS FOR MECHANICAL JOINTS WITH MCA.
2. SEE SPECIFICATION FOR MECHANICAL JOINTS.

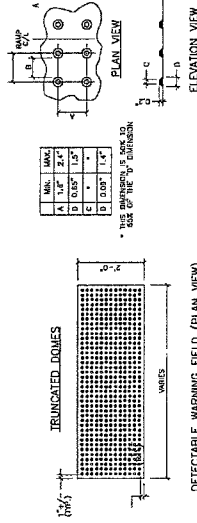




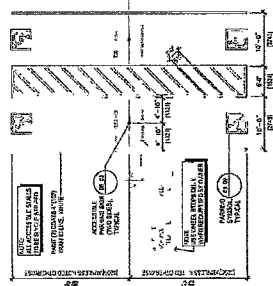
SIGNAGE AT ACCESSIBLE WALKS
N.T.S.



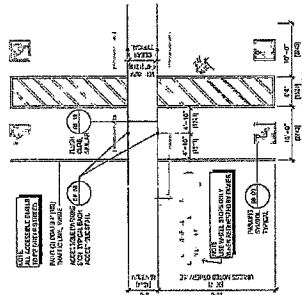
SIGNAGE AT SITE ENTRANCE
N.T.S.



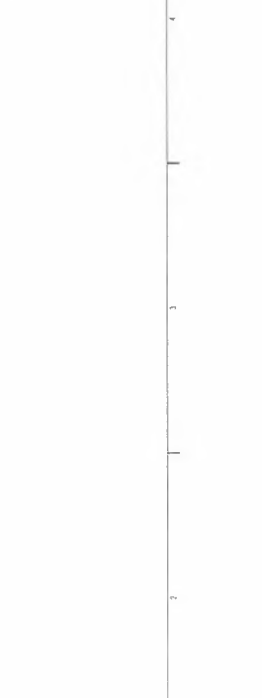
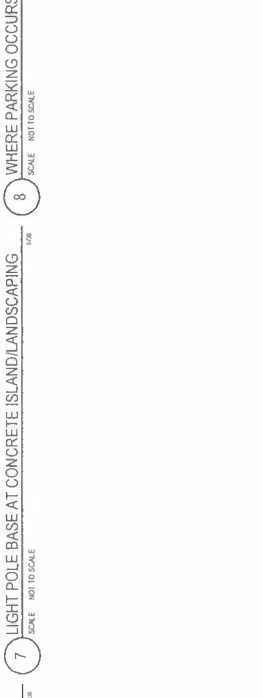
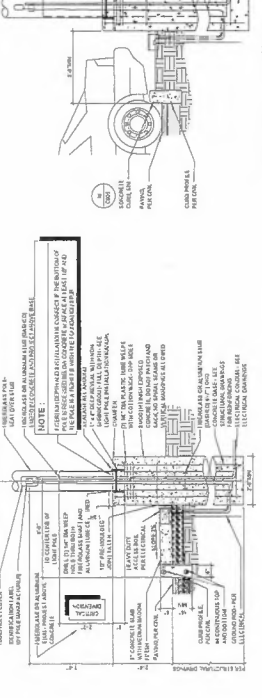
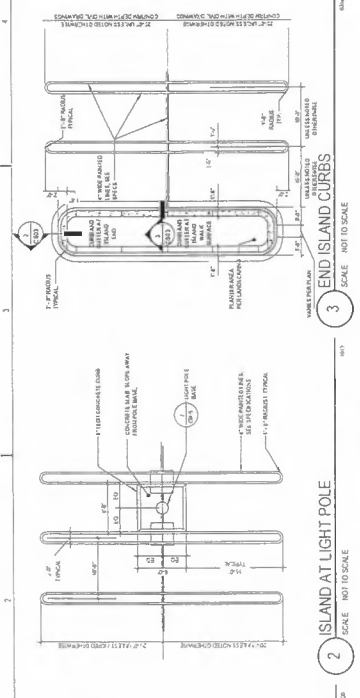
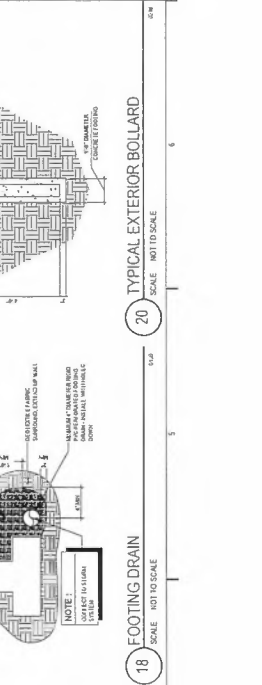
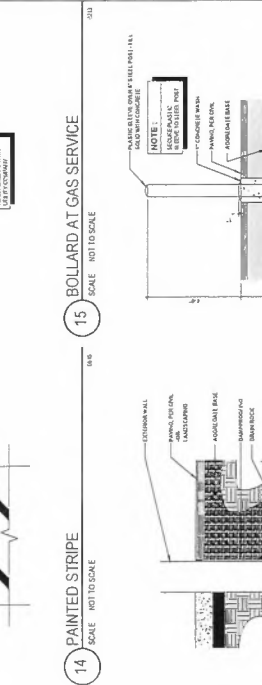
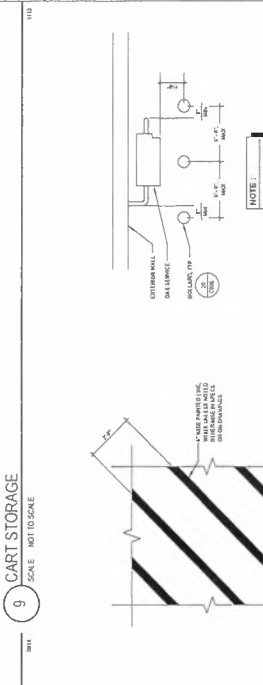
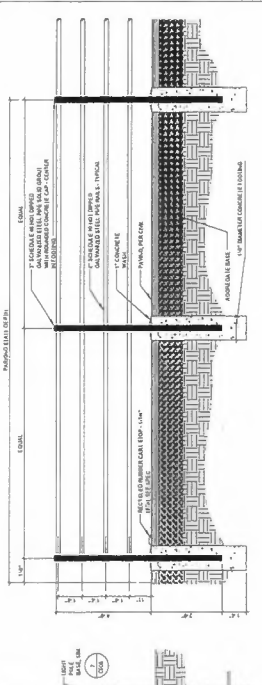
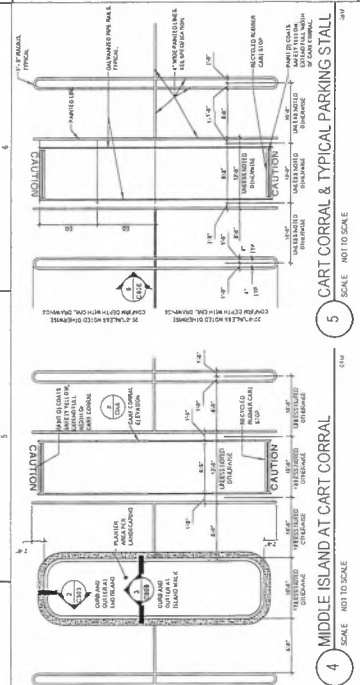
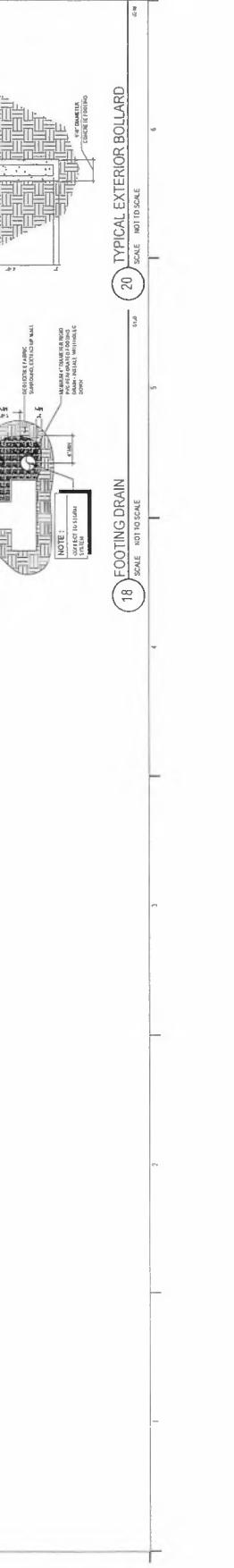
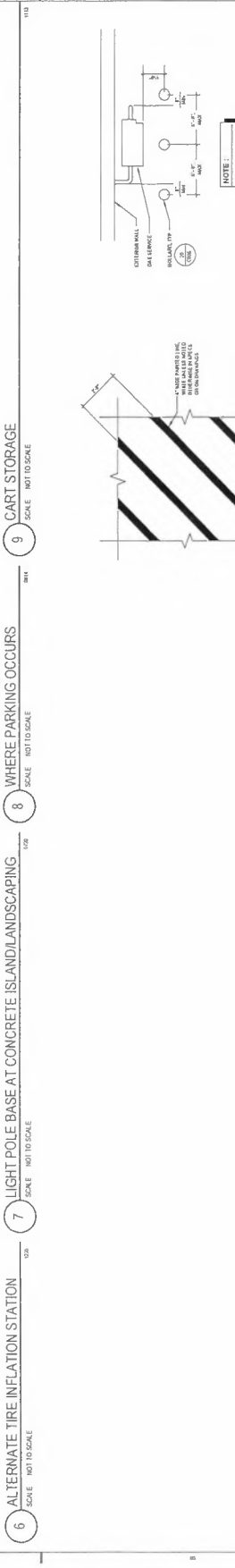
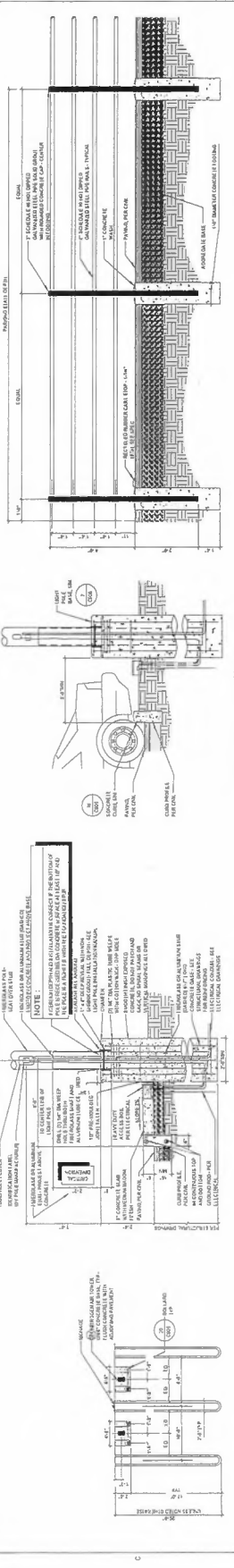
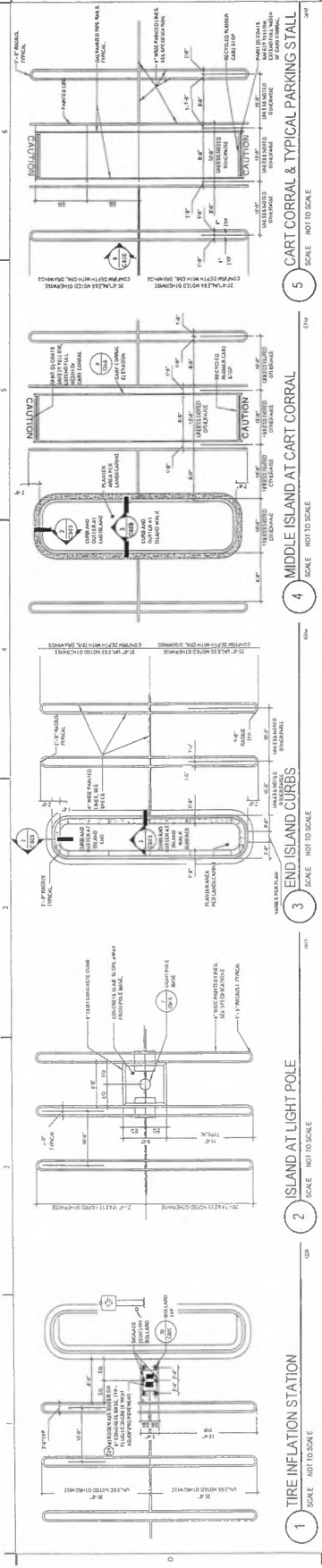
TRUNCATED DOME PANEL
N.T.S.

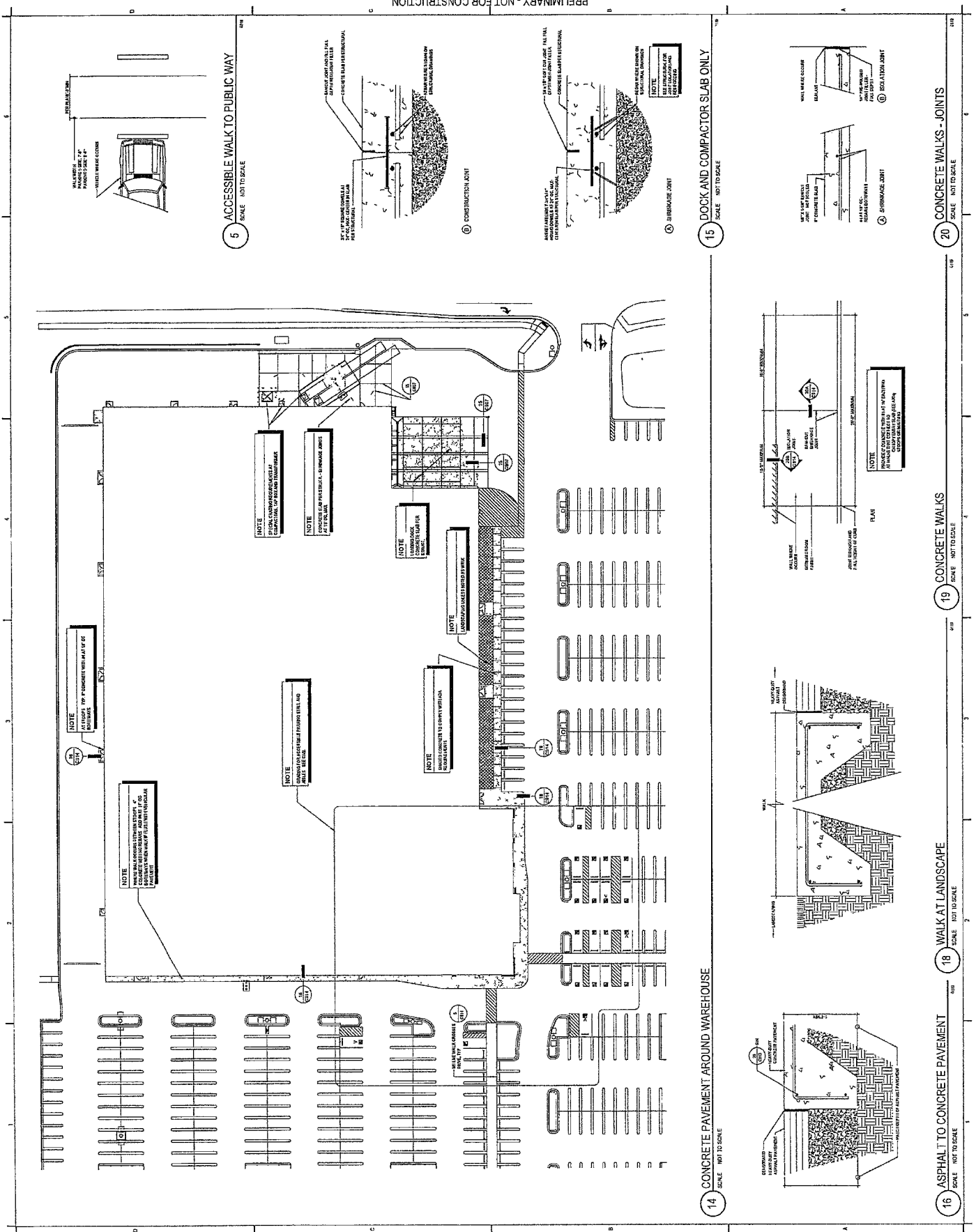


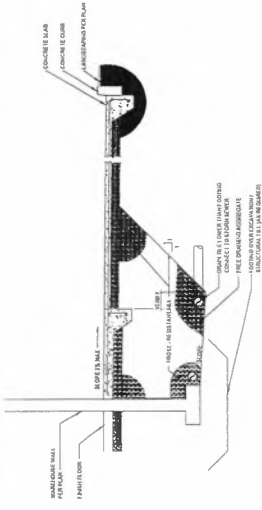
ACCESSIBLE PARKING STALLS --
HEAD-TO-HEAD
N.T.S.



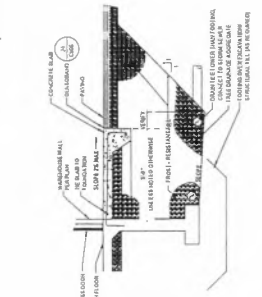
ACCESSIBLE PARKING STALLS
WITH WALK
N.T.S.



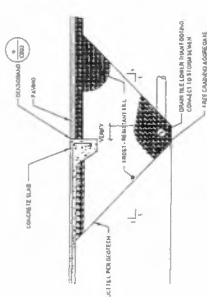




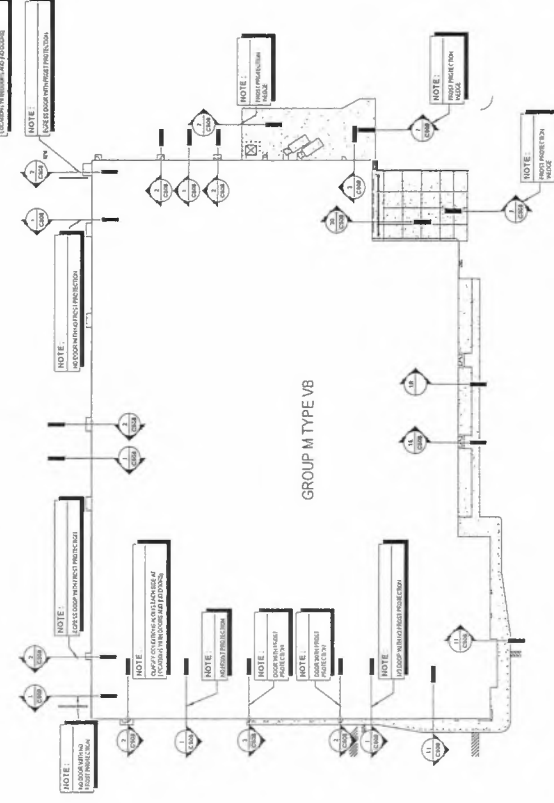
1 ALONG WALL
SCALE: NOT TO SCALE



2 AT EGRESS DOOR WITH STOOP
SCALE: NOT TO SCALE

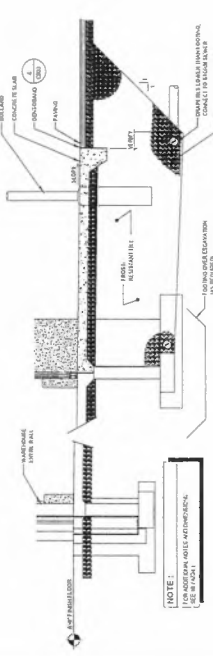


3 AT RECEIVING DOOR
SCALE: NOT TO SCALE



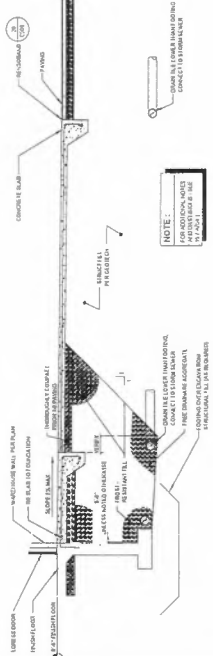
GROUP M TYPE V8

7 FROST PROTECTION WEDGE
SCALE: NOT TO SCALE

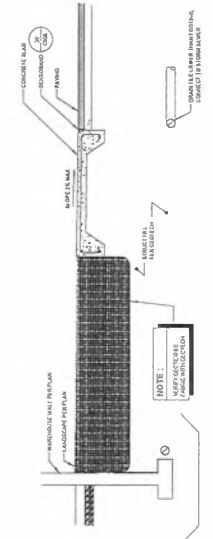


11 AT AUTO-DOORS AT VESTIBULE
SCALE: NOT TO SCALE

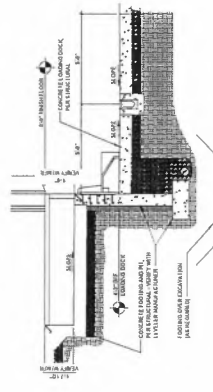
13 SITE PLAN
SCALE: NOT TO SCALE



16 AT EGRESS DOOR WITH WALKWAY
SCALE: NOT TO SCALE



18 LANDSCAPING AT PARKING
SCALE: NOT TO SCALE



20 AT LOADING DOCK
SCALE: NOT TO SCALE

COSTCO WHOLESALE
WAREHOUSE SITE
 NWC OF W DREXEL AVE & S 27TH ST
 FRANKLIN, WI

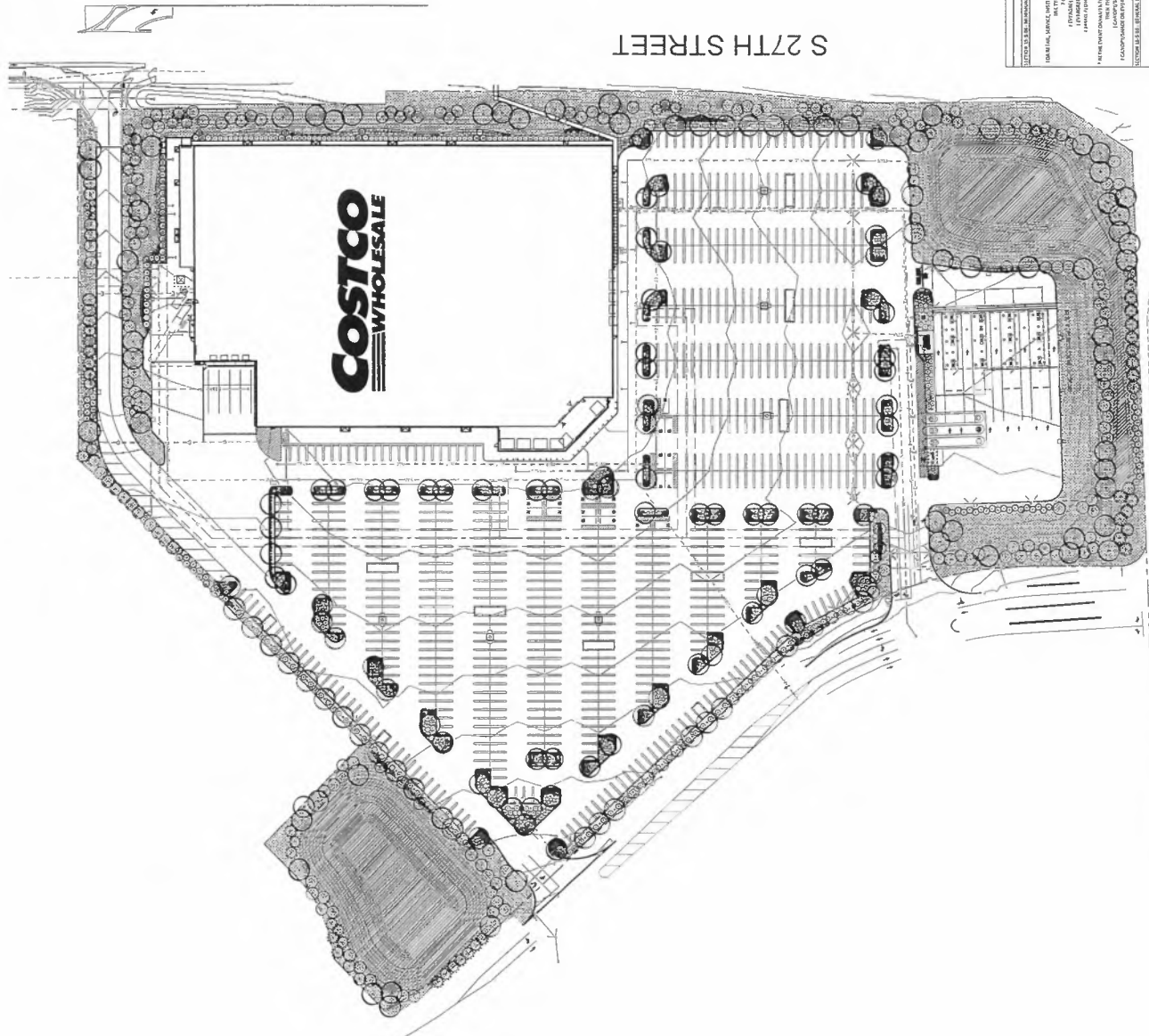
DATE	08/14/2018
PROJECT	COSTCO WHOLESALE
LOCATION	NWC OF W DREXEL AVE & S 27TH ST, FRANKLIN, WI
SCALE	1" = 40'
DESIGNER	KIMLEY-HORN
CHECKED	
APPROVED	

L1.0
OVERALL
LANDSCAPE PLAN
 11/20/2018

CONCEPT PLANT SCHEDULE

170	CANDY TREE SPREADS 15' TALL
47	EVERGREEN TREE SPREADS 15' TALL
18	EVERGREEN TREE (BUT FEETWIDE) SPREADS 15' TALL
88	EVERGREEN TREE (BUT FEETWIDE) SPREADS 15' TALL
17	EVERGREEN TREE (BUT FEETWIDE) SPREADS 15' TALL
170	ORNAMENTAL TREE SPREADS 15' TALL
322	LARGE SHRUB
218	MEDIUM SHRUB
1,344	SMALL SHRUB
	PERENNIALS
	TURF GRASS
	NATIVE PLANTINGS

REVISION	DATE	DESCRIPTION
1	08/14/2018	ISSUED FOR PERMIT
2	08/14/2018	ISSUED FOR PERMIT
3	08/14/2018	ISSUED FOR PERMIT
4	08/14/2018	ISSUED FOR PERMIT
5	08/14/2018	ISSUED FOR PERMIT
6	08/14/2018	ISSUED FOR PERMIT
7	08/14/2018	ISSUED FOR PERMIT
8	08/14/2018	ISSUED FOR PERMIT
9	08/14/2018	ISSUED FOR PERMIT
10	08/14/2018	ISSUED FOR PERMIT
11	08/14/2018	ISSUED FOR PERMIT
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13	08/14/2018	ISSUED FOR PERMIT
14	08/14/2018	ISSUED FOR PERMIT
15	08/14/2018	ISSUED FOR PERMIT
16	08/14/2018	ISSUED FOR PERMIT
17	08/14/2018	ISSUED FOR PERMIT
18	08/14/2018	ISSUED FOR PERMIT
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98	08/14/2018	ISSUED FOR PERMIT
99	08/14/2018	ISSUED FOR PERMIT
100	08/14/2018	ISSUED FOR PERMIT



W DREXEL AVE

S 27TH STREET

NOTE: ALL INTERIOR ISLANDS AND FOUNDATION LANDSCAPE TO BE MULCHED WITH DECORATIVE STONE.

CONCEPT PLANT SCHEDULE

-  CONCEPT PLANT SCHEDULE
-  LARGE SHRUB
-  MEDIUM SHRUB
-  SMALL SHRUB
-  PERENNIALS
-  TURF SOIL
-  NATIVE PLANTINGS
-  CONCEPT PLANT SCHEDULE
-  CONCEPT PLANT SCHEDULE
-  CONCEPT PLANT SCHEDULE
-  CONCEPT PLANT SCHEDULE
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-  CONCEPT PLANT SCHEDULE

Kimley-Horn
INCORPORATED
1000 N. 10TH ST., SUITE 200
MILWAUKEE, WI 53233
TEL: 414.224.1100
WWW.KIMLEY-HORN.COM

GRAPHIC SCALE IN FEET
0 10 20 30 40

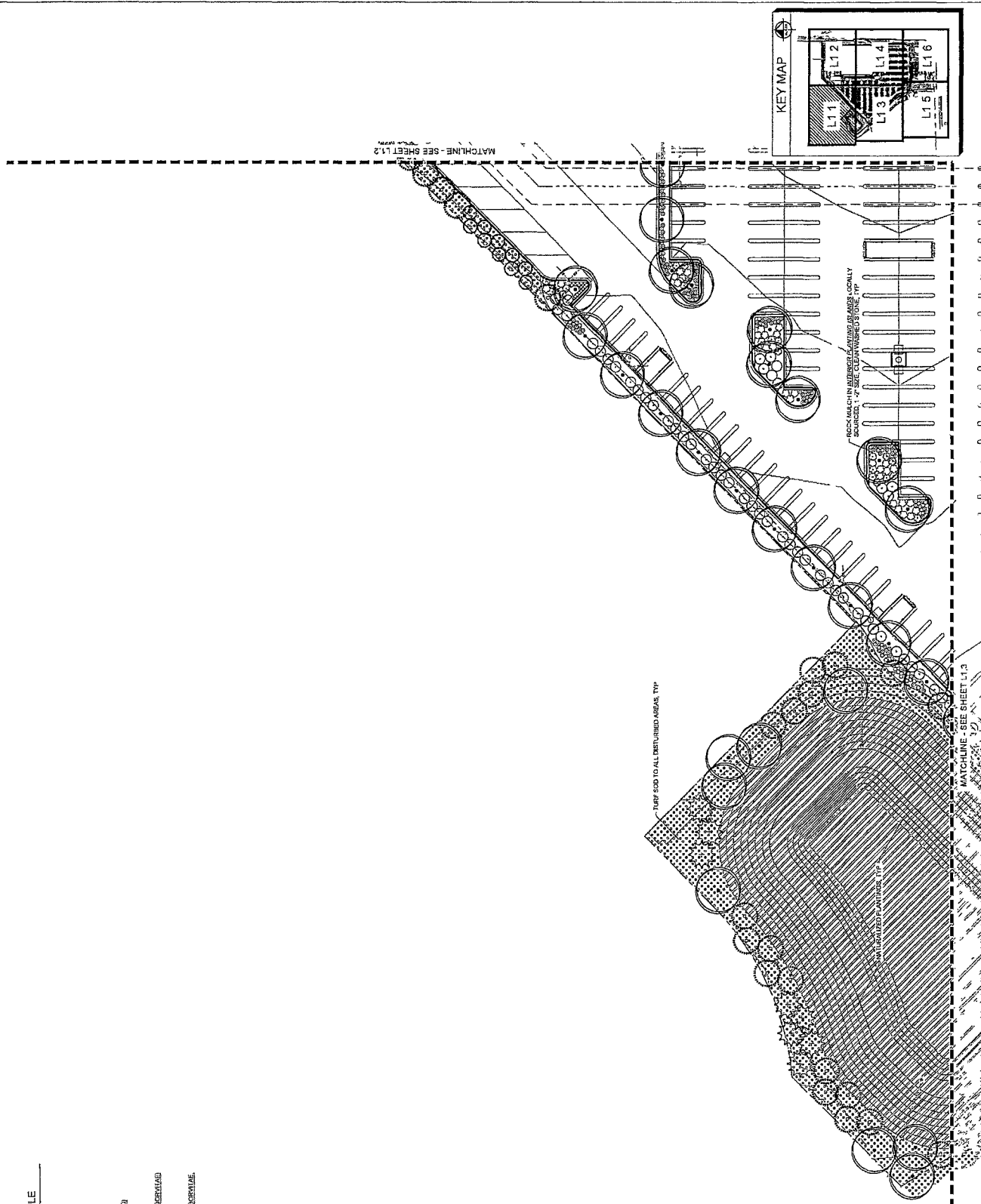
NORTH

SECTION AND FALL

DATE: 11/15/2011
DRAWN: J. H. HORN
CHECKED: J. H. HORN
SCALE: AS SHOWN

COSTCO WHOLESALE
WAREHOUSE SITE
NWC OF W DREXEL AVE & S 27TH ST
FRANKLIN, WI

L1.1
LANDSCAPE PLAN
REVISED



MATCHLINE SEE SHEET L1.5

LANDSCAPE PLAN

LANDSCAPE PLAN

ATTACHED

MATCHLINE SEE SHEET L1.3

MATCHLINE - SEE SHEET L1 6

6' FOOT BOARD ON

TURF SOD TO ALL DISTURBED AREAS, TYP.

W DREXEL AVE

KEY MAP

CONCEPT PLANT SCHEDULE


CAMPY TREE
 1000 E. 25th St. #200
 Denver, CO 80215



EVERGREEN TREE
LANDSCAPE & FERTILIZATION



EVERGREEN TREE (BUFFERYARD)

EVERGREEN TREE (UPRIGHT ARBORVITAE)
MINIMUM 4 FEET TALL

EVERGREEN TREE (UPRIGHT ARBOVITAE)
BUFFERYARD
MINIMUM 8 FEET TALL

ORNAMENTAL TREE

 100% COTTON

W
MEDIUM SUGAR

SMALL SHRUB

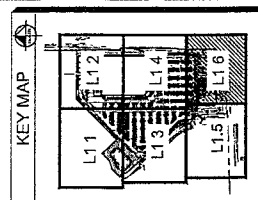
PERENNIALS

CONCRETE TURF SOD

RESEARCHER: NATHANIEL C. ANTONIO

LANDSCAPE PLAN

1. Introduction



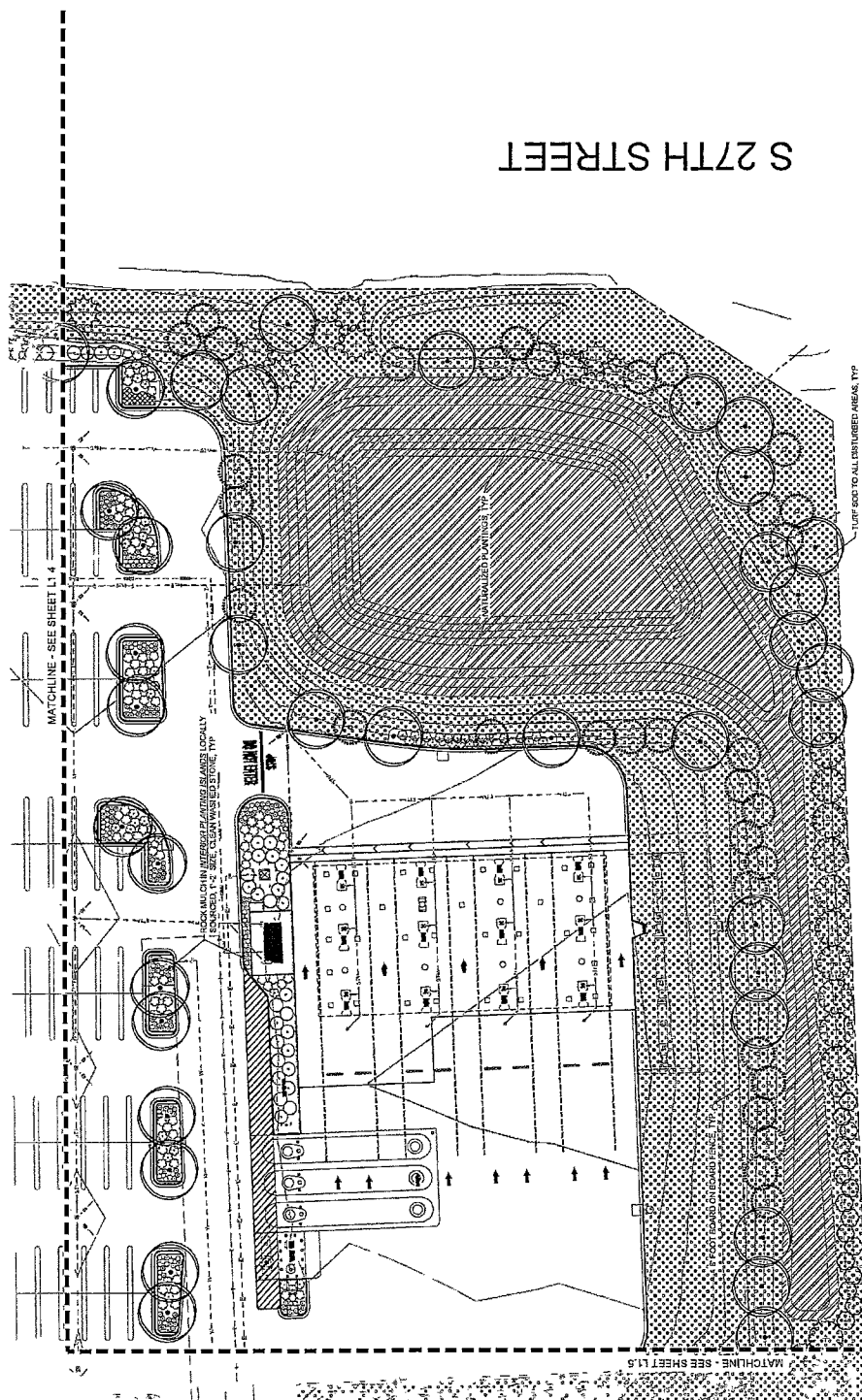
 CANDY TREE
 10' HIGH x 2" G.W.P.W.

 EVERGREEN TREE
 10' HIGH x 4" FEET TALL

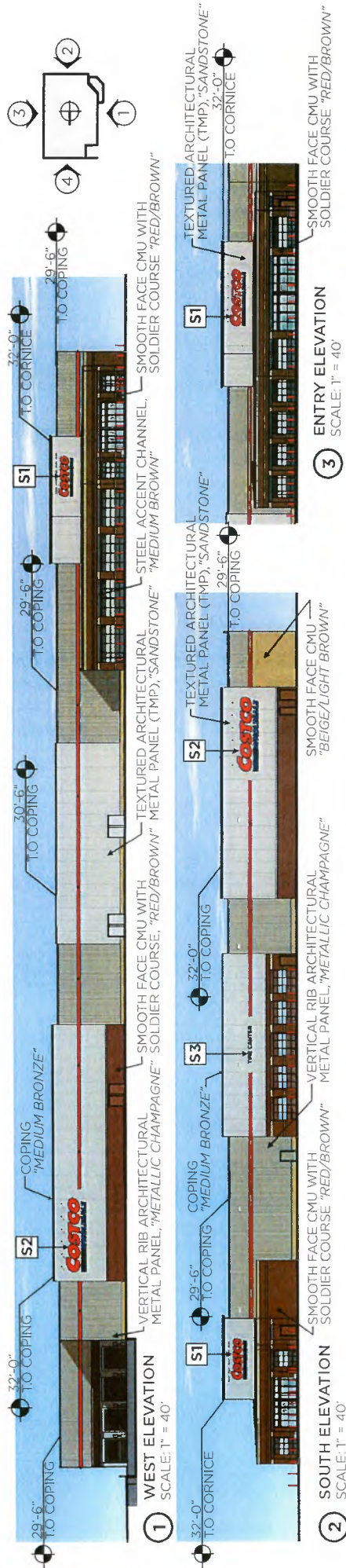
 EVERGREEN TREE (UPPERYARD)
 10' HIGH x 4" FEET TALL

 EVERGREEN TREE (UPRIGHT ARBORVITAE)
 10' HIGH x 4" FEET TALL

 EVERGREEN TREE (UPRIGHT ARBORVITAE)
 10' HIGH x 4" FEET TALL



NOTE: ALL INTERIOR ISLANDS AND FOUNDATION LANDSCAPE TO BE MULCHED WITH DECORATIVE STONE.



WEST ELEVATION - INTERIOR SITE-FACING SIDE

	AREA	PERCENT	REQUIREMENT
ELEVATION TOTAL	10,970 SF		n/a
LESS GLAZING	0 SF		40%
NET ELEVATION AREA	10,970 SF		n/a
SMOOTH FACE CMU	1,480 SF	15%	Min. 25%
CONCRETE "NATURAL"	445 SF	1%	Max. 25%
TEXTURED ARCHITECTURAL METAL PANEL - "SANDSTONE"	5,155 SF	48%	Max. 25%
VERTICAL RIBBED ARCHITECTURAL METAL PANEL - "METALLIC CHAMPAGNE"	3,890 SF	36%	Max. 25%

Table 15-5-10(B): Exterior Building Cladding Materials

SOUTH ELEVATION

	AREA	PERCENT	REQUIREMENT
ELEVATION TOTAL	8,494 SF		n/a
LESS GLAZING	104 SF	1%	40%
NET ELEVATION AREA	8,390 SF		n/a
SMOOTH FACE CMU	2,265 SF	27%	Min. 25%
CONCRETE "NATURAL"	0 SF	0%	Max. 25%
TEXTURED ARCHITECTURAL METAL PANEL - "SANDSTONE"	3,835 SF	45%	Max. 25%
VERTICAL RIBBED ARCHITECTURAL METAL PANEL - "METALLIC CHAMPAGNE"	2,290 SF	27%	Max. 25%

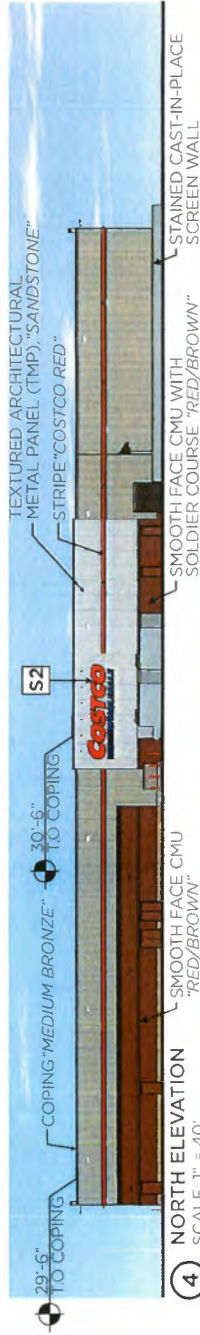
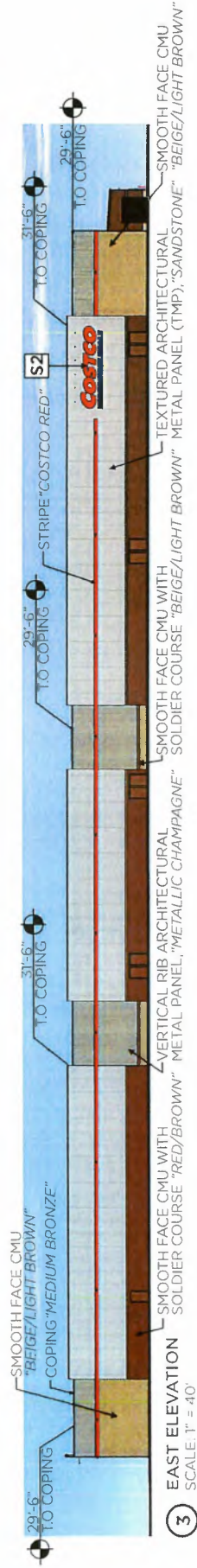
Table 15-5-10(B): Exterior Building Cladding Materials

ENTRY ELEVATION

	AREA	PERCENT	REQUIREMENT
ELEVATION TOTAL	3,878 SF		n/a
LESS GLAZING	458 SF	12%	40%
NET ELEVATION AREA	3,420 SF		n/a
SMOOTH FACE CMU	2,550 SF	66%	Min. 25%
CONCRETE "NATURAL"	35 SF	1%	Max. 25%
TEXTURED ARCHITECTURAL METAL PANEL - "SANDSTONE"	835 SF	21%	Max. 25%
VERTICAL RIBBED ARCHITECTURAL METAL PANEL - "METALLIC CHAMPAGNE"	0 SF	0%	Max. 25%

Table 15-5-10(B): Exterior Building Cladding Materials

NEW WAREHOUSE ELEVATIONS



6 SIGN PACKAGE

EAST ELEVATION - FRONT, STREET SIDE

	AREA	PERCENT	REQUIREMENT
ELEVATION TOTAL	14,935 SF		n/a
LESS GLAZING	0 SF		40%
NET ELEVATION AREA	14,935 SF		n/a
SMOOTH FACE CMU	4,275 SF	30%	Min. 50%
CONCRETE "NATURAL"	0 SF	0%	Max. 15%
TEXTURED ARCHITECTURAL METAL PANEL - "SANDSTONE"	1,890 SF	57%	Max. 15%
VERTICAL RIBBED ARCHITECTURAL METAL PANEL - "METALLIC CHAMPAGNE"	1,900 SF	13%	Max. 15%

Table 15-5-10(B) Exterior Building Cladding Materials

NORTH ELEVATION - REAR SIDE

	AREA	PERCENT	REQUIREMENT
ELEVATION TOTAL	9,385 SF		n/a
LESS GLAZING	0 SF	0%	40%
NET ELEVATION AREA	9,385 SF		n/a
SMOOTH FACE CMU	2,390 SF	25%	Any % allowed
CONCRETE "NATURAL"	525 SF	5%	Max. 25%
TEXTURED ARCHITECTURAL METAL PANEL - "SANDSTONE"	1,890 SF	20%	Max. 25%
VERTICAL RIBBED ARCHITECTURAL METAL PANEL - "METALLIC CHAMPAGNE"	4,580 SF	25%	Max. 25%

Table 15-5-10(B) Exterior Building Cladding Materials

MG2

OCTOBER 13, 2025
PROJECT # 24-5742-01
FRANKLIN, WI
PG. 2

NEW WAREHOUSE ELEVATIONS

COSTCO
WHOLESALE



ENTRY CANOPY PERSPECTIVE

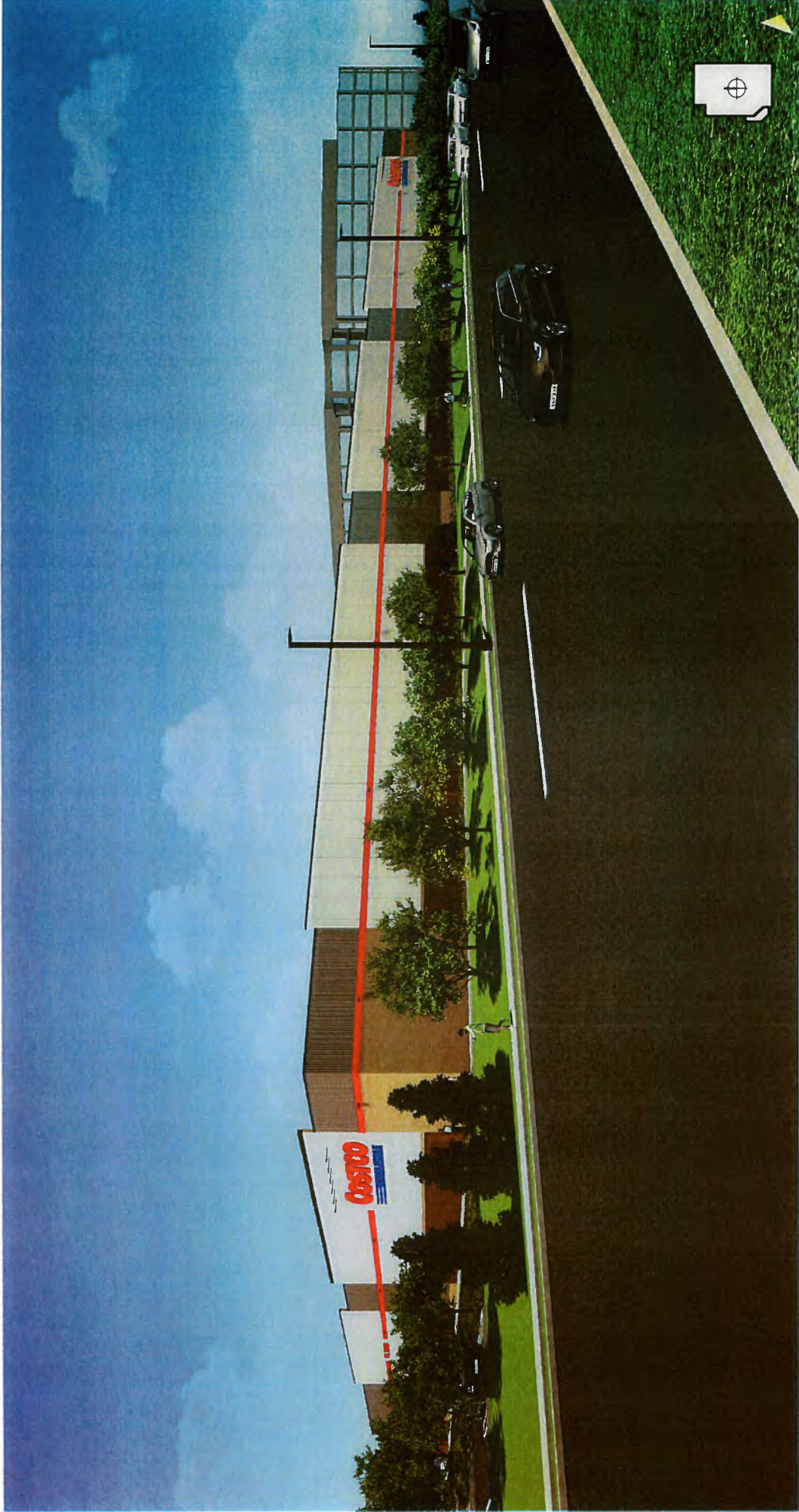


MG2

OCTOBER 13, 2025
PROJECT# 24-5742-01
FRANKLIN, WI
PG. 4

SOUTHEAST PERSPECTIVE





SOUTHEAST PERSPECTIVE FROM 27TH ST



**NORTHEAST PERSPECTIVE
FROM 27TH ST**



NORTH PERSPECTIVE FROM NW MUTUAL CAMPUS



EAST PERSPECTIVE FROM SIDEWALK ENTRY

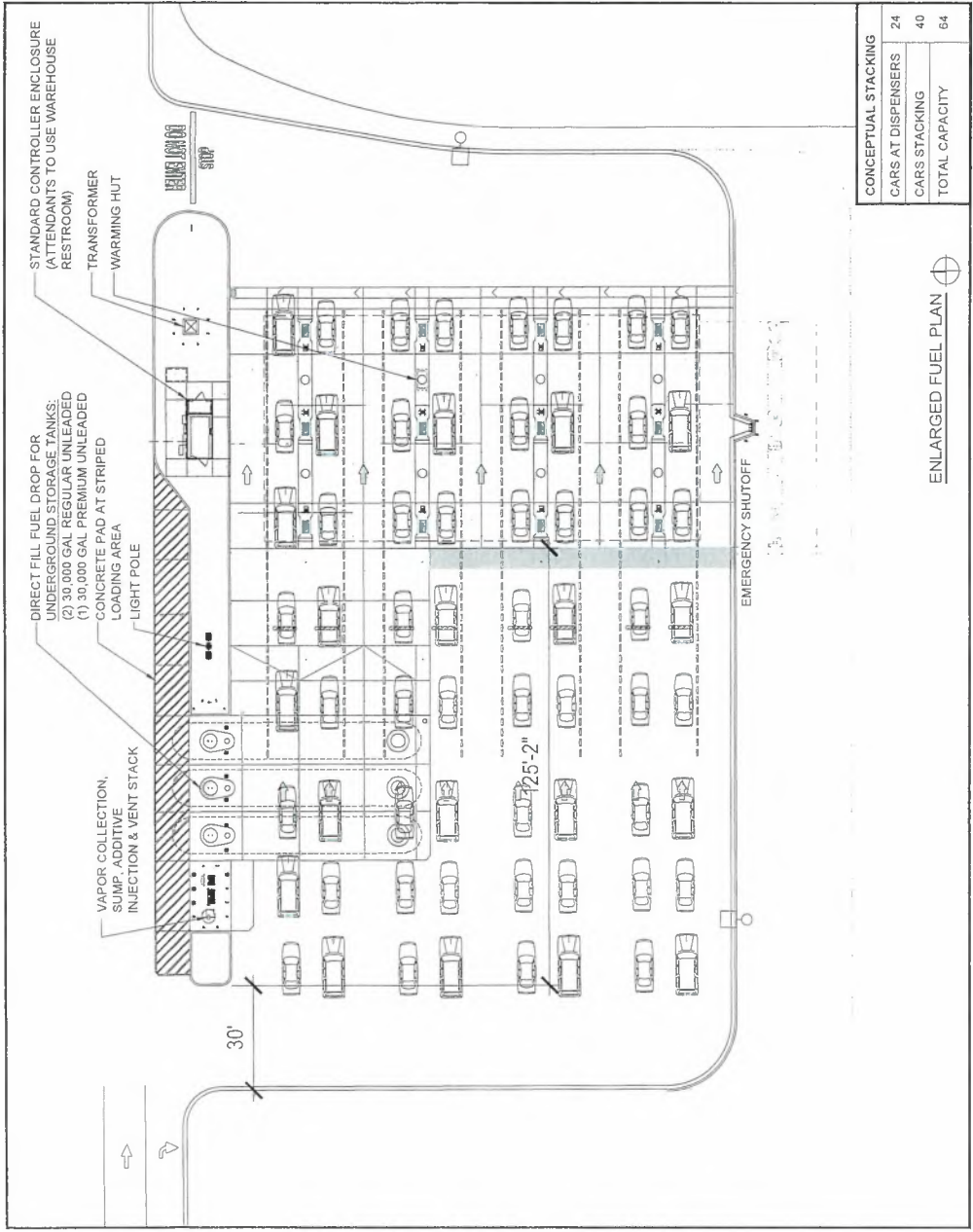


MG2

OCTOBER 13, 2025
PROJECT# 24-5742-01
FRANKLIN, WI
pgt. 9

NORTH PERSPECTIVE FROM S 27TH STREET

Costco
WHOLESALE



ENLARGED FUEL PLAN



OCTOBER 13, 2025
PROJECT# 24-5742-01
FRANKLIN, WI
PG. 10



CONCEPT FUEL ELEVATIONS



EAST; WEST ELEVATIONS - FRONT, STREET SIDE; INTERIOR SIDE

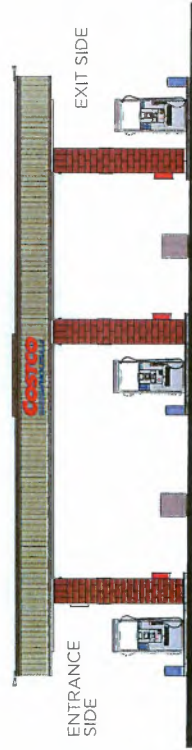
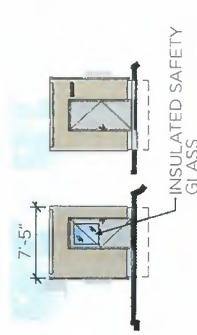
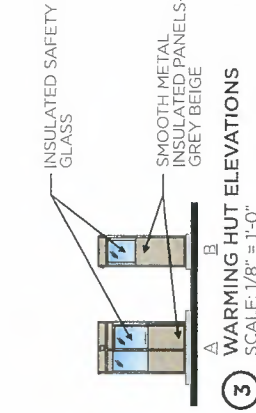
ELEVATION TOTAL	AREA	PERCENT REQUIREMENT
LESS GLAZING	257 SF	n/a
NET ELEVATION AREA	0 SF	40%
SMOOTH FACE CMU	257 SF	n/a
COPING AND TRIM - "MEDIUM BRONZE"	64 SF	25%
VERTICAL RIBBED ARCHITECTURAL METAL PANEL - "METALLIC CHAMPAGNE"	48 SF	19%
	145 SF	56%

Table IS-5-10(B) Exterior Building Cladding Materials

NORTH; SOUTH ELEVATIONS - INTERIOR SIDE; FRONT, STREET SIDE

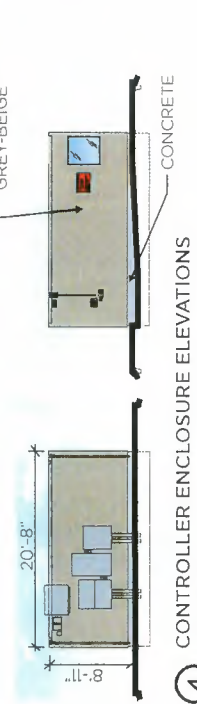
ELEVATION TOTAL	AREA	PERCENT REQUIREMENT
LESS GLAZING	140 SF	n/a
NET ELEVATION AREA	0 SF	40%
SMOOTH FACE CMU	140 SF	n/a
COPING AND TRIM - "MEDIUM BRONZE"	45 SF	32%
VERTICAL RIBBED ARCHITECTURAL METAL PANEL - "METALLIC CHAMPAGNE"	21 SF	15%
	74 SF	53%

Table IS-5-10(B) Exterior Building Cladding Materials



NORTH/SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



QUANTITY	SIGN	SIZE	AREA (EACH)	TOTAL SF
4	COSTCO WHOLESALE	2'-5 1/4" "C"	21 SF	84 SF
TOTAL SIGNAGE AREA:				84 SF

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2025
REPORTS & RECOMMENDATIONS	A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for COSTCO Wholesale Corporation, for a vehicle fuel sales facility located on the Northwest Corner of South 27th Street and West Drexel Ave, a part of 2710 W. Drexel Ave, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003) (Stephen Cross, Agent for COSTCO Wholesale Corp., Applicant), (Northwestern Mutual Life Insurance, Property Owners)	ITEM NUMBER 5.11. Ald. Dist. 4

(Item 2 of 3) Packet materials for this item are included with Item 1 – the application for a rezoning.

This item is an application to allow for a fueling station in B-MU South 27th Street Mixed Use Business District, which requires Common Council approval of a Conditional Use.

The fueling station will be an accessory use to the proposed retail development on the site. The proposed station will have 12 pumps, which allows for 24 vehicles to fuel at the same time. Plans include an expansion area for a potential future service.

At their October 23, 2025 meeting, the Plan Commission recommended approval of this request and the related applications. The Commission held a hearing for this Conditional Use: a resident inquired as to whether there will be Electric Vehicle (EV) charging stations available. The development does not currently include EV charging, but may in future.

Fiscal Impact: Not Applicable

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2025-_____, a Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for COSTCO Wholesale Corporation, for a vehicle fuel sales facility located on the Northwest Corner of South 27th Street and West Drexel Ave, a part of 2710 W. Drexel Ave, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003) (Stephen Cross, Agent for COSTCO Wholesale Corp., Applicant), (Northwestern Mutual Life Insurance, Property Owners)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[draft 10-28-25]

RESOLUTION NO. 2025-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A CONDITIONAL USE FOR COSTCO WHOLESALE
CORPORATION, FOR A VEHICLE FUEL SALES FACILITY LOCATED ON THE
NORTHWEST CORNER OF SOUTH 27ST STREET AND WEST DREXEL AVE,
A PART OF 2710 W. DREXEL AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY
(TKN 786 9980 003)

(STEPHEN CROSS, AGENT FOR COSTCO WHOLESALE CORP., APPLICANT),
(NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS)

WHEREAS, Costco Wholesale Corporation having petitioned the City of Franklin for the approval of a Conditional Use to allow for Vehicle Fuel Sales facility in the B-MU South 27th Street Mixed-Use District, upon property located on the Northwest Corner of South 27th Street and West Drexel Avenue, a part of 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003) more particularly described as follows:

A division of a part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9-06.E. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 23rd day of October, 2025, and the Plan Commission thereafter having determined to recommend that the proposed Conditional Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Conditional Use upon such conditions, pursuant to §15-9-06.H. and §15-4-09.D. of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having found that the proposed Conditional Use, subject to conditions, meets the standards set forth under §15-9-06.H. and §15-4-09.D. of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Costco Wholesale Corporation for the approval

COSTCO WHOLESALE CORPORATION – CONDITIONAL USE
RESOLUTION NO. 2025-_____
Page 2

of a Conditional Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Conditional Use is approved only for the use of the subject property by Costco Wholesale Corporation, successors and assigns, as a Vehicle Fuel Sales facility, in the B-MU South 27th Street Mixed-Use District, which shall be constructed, operated and maintained by Costco Wholesale Corporation, pursuant to those plans date-stamped October 13, 2025 and annexed hereto and incorporated herein as Exhibit A.
2. Costco Wholesale Corporation, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Costco Wholesale Corporation retail 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 §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Costco Wholesale Corporation, and the Vehicle Fuel Sales use, for the property located on the Northwest Corner of South 27th Street and West Drexel Avenue, a part of 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. Approval of this Conditional Use is conditioned on approval of the related application to rezone the property from B-P Business Park District to B-MU South 27th Street Mixed-Use District.
5. The applicant must obtain approval of the related application for a Planned Development Overlay to allow for modification of the standards of §15-4-09.D. Vehicle Fuel Sales or comply with the standards.
6. Hours of operation for the fuel facility shall be limited to a timeframe between 6:00 AM and 10:00 PM daily.
7. The applicant shall provide a Bufferyard easement and related screening on the portion of the property abutting (across from) residential zoning.

BE IT FURTHER RESOLVED, that in the event Costco Wholesale Corporation, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Conditional Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Conditional Use permission granted under this Resolution.

COSTCO WHOLESALE CORPORATION – CONDITIONAL USE
RESOLUTION NO. 2024-_____
Page 3

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9-14 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Conditional Use Permit as is contemplated by §15-9-06 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, Pursuant to §15-9-06.J. of the Unified Development Ordinance, the Conditional Use permission granted under this Resolution shall be null and void upon the expiration of two years from the date of adoption of this Resolution, unless the Conditional Use has been established by way of the issuance of building permits.

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

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

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

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2025
REPORTS & RECOMMENDATIONS	An Ordinance to Create Planned Development Overlay No. 45 COSTCO Wholesale Corporation (a part of 2710 W. Drexel Ave, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003))	ITEM NUMBER H.12. Ald. Dist. 4

(Item 3 of 3) Packet materials for this item are included with Item 1 – the application for a rezoning.

This item is an application to allow for a Planned Development Overlay (PDO) of B-MU Zoning to allow for alteration of zoning requirements for site design, building materials, lighting and other standards.

At their October 23, 2025 meeting, the Plan Commission recommended approval of this request with the additional modification No. 13 allowing for a waiver of requirements to provide green infrastructure and other restitution for parking increases.

The Plan Commission also held a public hearing for this PDO. Residents had questions and concerns about impacts to local traffic including on Villa Dr., and the impact of lighting on surrounding properties.

Fiscal Impact: Not Applicable

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2025-_____, an Ordinance to Create Planned Development Overlay No. 45 COSTCO Wholesale Corporation (a part of 2710 W. Drexel Ave, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003)) (Stephen Cross, Agent for COSTCO Wholesale Corp., Applicant), (Northwestern Mutual Life Insurance, Property Owners)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 10-28-2025]

ORDINANCE NO. 2025-____

AN ORDINANCE TO CREATE PLANNED DEVELOPMENT OVERLAY NO. 45
(COSTCO WHOLESALE CORPORATION)
(A PART OF 2710 W. DREXEL AVENUE,
1 & 2 NORTHWESTERN MUTUAL WAY, (786 9980 003))
OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE

WHEREAS, a petition having been filed to create a Planned Development Overlay, which tract of land is a part of 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way, bearing Tax Key No. 786 9980 003, and which is more particularly described below; and

WHEREAS, the Plan Commission having determined that the proposed Planned Development Overlay No. 45 (*Costco*) is in conformance with the City of Franklin Comprehensive Master Plan and contains more than 20.18 acres; and

WHEREAS, a Public Hearing was held before the Plan Commission on the 23rd day of October, 2025, and the Plan Commission having reviewed the Planned Development Overlay No. 45 petition and having found that the proposed Planned Development Overlay conforms to the standards for adoption of a Planned Development Overlay, and having recommended to the Common Council that the creation of Planned Development Overlay NO. 45 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 Overlay No. 45 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: §15-2-03 (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 governed by the base zoning of B-MU South 27th Street Mixed-Use District and also the standards of this Planned Development Overlay NO. 45 (*Costco*) as is created under SECTION 2 of this ordinance:

LEGAL DESCRIPTION: A division of a part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

SECTION 2: PLANNED DEVELOPMENT OVERLAY NO. 45 (*COSTCO*)

A. **Definitions.**

This Planned Development Overlay 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.

1. **Exhibit A:** Development Plan prepared by GRAEF, Inc. and Costco Wholesale Corporation, dated October 13, 2025.

2. **Developer:** Costco Wholesale Corporation

B. **District Intent.** It is the intent of the Planned Development Overlay NO. 45 (Costco) to allow for development according to the standards of the B-MU - South 27th Street Mixed-Use District (§ UDO 15-2-02.B.4) subject to the modifications described herein.

C. **General Requirements.**

1. The site shall be developed in substantial compliance with the district standards and specific development standards for the Planned Development Overlay NO. 45 (Costco) set forth in this Ordinance.
2. **Permitted, Accessory, and Special Uses.** Permitted, Accessory, and Special Uses shall be those uses as allowed in the B-MU - South 27th Street Mixed-Use District by Table 15-3-04(C)
3. **Development Standards.** Development standards are governed by the provisions of 2025 UDO for the base zoning of B-MU - South 27th Street Mixed-Use District, subject to the following modifications:

Table A Modifications

#	Item	UDO Section	Modification
1	Building Orientation / Entrance orientation	15-5-10.E.4	Main entrances oriented not required to be oriented toward primary street.

2	Glazing	15-5-10.E.1	Glazing not required on both facades. See Table B
3	Roof Modulation	15-5-10.D.	A roofline may extend more than one hundred (100) feet without modulation.
4	Facade Articulation	15-5-10.C.	Horizontal and vertical variation of facades not required.
5	Gas Canopy Signage	15-4-09.D.10	One Costco Wholesale sign is permitted on each of the four (4) canopy sides. Signs must comply with the standards of Article 6, and obtain required permits.
6	Recessed Canopy Lights	15-4-09.D.8	Fuel pump canopies may be lit with non-recessed lighting. Lighting must comply with the standards of §15-5-11.
7	Parking Stall Count	Table 15-5-01.B.	875 Stalls or an increase of 35%, whichever is larger.
8	Impervious Coverage	Table 15-3-01.B.	85% Maximum Impervious Coverage
9	Light Pole Height	Table 15-5-11(C)(2).	Maximum Height 36.5'. Lighting must otherwise comply with the standards of §15-5-11.
10	Screening	15-5-07.A.2.a	Fenced screening not required. The applicant shall provide landscaping to protect views from 27th St.
11	Landscape Island Size	15-5-06-A.2.	Planting area shall be three (3) feet by six (six) feet minimum
12	Exterior Building Cladding Materials and Glazing	Table 15-5-10(B)	See Table B Costco Retail Building and Table C Costco Fuel Station Building
13	Parking Increase Provisions	15-5-01.B.2	Required provisions for parking increases waived

Exterior Building Cladding Materials and Glazing

Modifications to Table 15-5-10(B) and Table 15-5-10(E)

Table B Costco Retail Building

	Elevation	Front	Street	Interior	Rear	Entry
Glazing	Min %	0	0	0	0	10
Masonry	Min %	0	0	0	0	0
Lap Siding, Stucco	Max %	0	0	0	0	0
EFIS, Concrete	Max %	30	30	25	30	70

Metal Siding	Max %	70	70	90	70	30
Vinyl Siding, Unfinished Concrete Block	Max %	0	0	0	0	0

Table C Costco Fuel Station Building

Elevation		All Elevations
Glazing	Min %	0
Masonry	Min %	0
Lap Siding, Stucco	Max %	0
EIFS, Concrete	Max %	35
Metal Siding	Max %	75
Vinyl Siding, Unfinished Concrete Block	Max %	0

G. Conditions of Approval.

The condition of general approval for Planned Development Overlay NO. 45 Costco are listed below:

1. Grading, stormwater management, erosion control and utility plans shall be subject to review by the Engineering Department.
2. This ordinance is not approving any of the impacts to protected natural resources indicated in the Natural Resource Protection Plan.
3. All protected natural resources indicated in the Natural Resource Protection Plan, including wetlands, wetland setbacks and woodlands shall be protected by a conservation easement in accordance with the Unified Development Ordinance.
4. In the event that no building permit has been issued for any one of the structures in Costco Commercial development prior to the expiration of 24 months from the date of enactment of this Ordinance, and allowing a three month extension, the zoning overlay designation shall revert back to the base zoning for the subject parcel(s).

COSTCO WHOLESALE CORPORATION – PLANNED DEVELOPMENT OVERLAY
ORDINANCE NO. 45 2025-____
Page 5

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.

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

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2025
REPORTS & RECOMMENDATIONS	Authorize a Change Order for the Purchase of 5 New Cisco Meraki Switches for TPX WAN Architecture Funded by Account Numbers 01-0144-5242 and 01-0144-5214	ITEM NUMBER H.13.

Background:

In 2022 the City of Franklin invested in a project that installed fiber optic cabling that interconnected all eight Franklin facilities, with an uplink connection to the primary Internet Service Provider (WiscNet) located at the Franklin School District ECC building. The WAN topology was architected to be a ring, where multiple fiber cuts could be incurred before routing would be transferred to a backup connection. The WAN was designed to be highly fault tolerant, containing dual Internet Service Provider connections at each facility. The SD-WAN protocol was used to detect network failures and switch between the primary and backup Internet connections. Dual firewalls were installed at the School District ECC (uplink), Police Department, and City Hall in order to allow for transparent firewall upgrades and configuration changes without impacting sites that contained the greatest number of users. The core focus of the project was to make Internet connectivity highly redundant and resilient, as the City of Franklin moves from on-premise to cloud services.

Recommendation:

During the summer of 2025, several power outages were incurred due to either construction companies hitting critical power lines or planned electrical upgrades at some facilities. The outages revealed a critical flaw in the WAN architecture. When the DPW was without power and the equipment turned off, all routing on the WAN to the primary WiscNet Internet connection would cease. Sites would fail over to the backup Internet connection with several critical services not being available while on backup. This caused outages within PD Dispatch and outbound email routing. TPX attempted to remediate the issue by changing the configuration of network uplink ports; however, further investigation revealed a deeper architecture problem.

The Franklin Technology Commission reviewed the proposed WAN changes recommended by TPX during their October 22, 2025 meeting and made a motion to approve the implementation of the recommended changes. The core problem is the spanning tree is blocking ports between the firewall/routers between the PD and ECC. This is largely due to multiple spanning tree protocols being used within the topology, which have compatibility issues establishing which ports should be placed in a forwarded and blocking state. The blocked ports are causing all routing to be performed only clockwise on the ring, where all traffic is forwarded through the DPW on the way to the primary WiscNet connection at the ECC. Routing is not being performed both clockwise and counter-clockwise on the ring as originally architected. If an office within the ring goes down or loses power, connectivity to WiscNet is lost.

To correct the problem TPX is recommending the purchase of five Meraki switches that have quad uplink ports for the remote offices without high availability firewalls (a.k.a. single firewalls). Switches will be installed at FD1, FD2, FD3, DPW, and Water-Sewer. The site-to-site uplink ports will be moved to the switches instead of the Fortinet firewalls at these locations. This will allow only one spanning tree protocol to be used on the network (a Cisco proprietary protocol) that allows for finer grained definition of spanning tree ports for each office. The goal is to allow bi-directional routing on the fiber ring, with sites choosing the route that has the least number of hops.

Fiscal Impact:

TPX is recommending a post-project change order for the installation of five 24-port Meraki switches that contain four SFP fiber ports. The total cost of the switches, transceivers (GBICs), and fiber patch cabling is \$21,371.40. The annual maintenance and support for the additional equipment will increase by \$428.95 per month (\$5,147.40 annually). All costs will be appropriated from the 2025 Information Services (IS) Operational Outlay budget.

Budgetary Impact:

Hardware costs will be appropriated from the 2025 IS Operational Outlay budget. The HBS contract for CollabGuard maintenance and support of the video surveillance system was not renewed for 2025. This is an allocation of \$18,000 with a cost to exit out of the contract of \$1,667, leaving an available amount of \$16,333 available within the IS Equipment Maintenance account (01-0144-5242). The residual \$5,038.40 will be further allocated from the IS Data Processing account (01-0144-5214). The re-appropriation of funds will allow for the immediate purchase of the new switches and help alleviate existing problems on the WAN that may impact the stability of cloud services.

The increase cost of \$5,147.40 for the 2026 IS Operational Outlay budget will need to be managed, with funds being provided by any additional cost savings that can be negotiated. 2026 budgets have been submitted with a mandatory 5% required decrease from requested spending. Further cost savings will need to be performed in order to provide for the new support costs of the Meraki switches.

Total Hardware Cost of Change Order:	\$21,371.40
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Total Operational Costs for 2026 IS Operational Outlay Budget:	\$5,147.40
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COUNCIL ACTION REQUESTED

Motion to authorize a TPX change order to purchase five new Meraki 24-port switches. All charges will include the cost of the switches, transceiver, fiber optic cables, licenses, and professional support. The total cost of the project is not to exceed \$21,371.40, with estimated 2026 support costs increasing by \$5,147.40. The project will allocate \$16,333 from Account Number 01-0144-5242 (IS Equipment Maintenance) and \$5,038.40 from Account Number 01-0144-5214 (IS Data Processing).



Quote/Order ID: 753398

Service Agreement

City of Franklin

TPx Communications will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below and on the Rate Schedule(s) that follow, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement (TAA)/Master Service Agreement (MSA) and any related Addendums that follow that govern this Service Agreement, including any changes to Total Monthly Recurring Charges up to five percent (5%) and/or Total Non-Recurring Charges up to five percent (5%) for Services and Equipment specified on this Service Agreement. For any Access, MSx, and/or UCx Service listed below that is being added to Services currently provided to Customer at the below referenced Service Location, a new Service Term (as provided in the Term Length below) shall apply to any such Service.

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at www.tpx.com/rates.

The term for service(s) being ordered is 36 months. ("Term")

Customer Requested Due Date: 10/17/2025

RS ID	Title	Address	Non-Recurring	Recurring
1310131	7979 W RYAN RD, Franklin WI	7979 W Ryan Rd, Franklin, WI 53132	\$4,274.28	\$85.79
1310130	5550 W AIRWAYS AVE, FRANKLIN WI	5550 W Airways Ave, Franklin, WI 53132-9109	\$4,274.28	\$85.79
1310133	9911 S 60TH ST, FRANKLIN WI	9911 S 60Th St, Franklin, WI 53132-8824	\$4,274.28	\$85.79
1310132	8901 W DREXEL AVE, FRANKLIN WI	8901 W Drexel Ave, Franklin, WI 53132-9725	\$4,274.28	\$85.79
1309947	4755 W DREXEL AVE, FRANKLIN WI	4755 W Drexel Ave, Franklin, WI 53132-8454	\$4,274.28	\$85.79
Sub Totals			\$21,371.40	\$428.95

Installment Payment

Amount of Non-Recurring charges included in Installment Payments (36 months) (\$21,371.40)
 Estimated Monthly Installment Payments (Includes simple interest with a rate of 6%, applied annually) \$649.95

Total Non-Recurring Charges	\$0.00
Total Monthly Recurring Charges	\$1,078.90

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set forth at www.tpx.com/Equipment-Addendum.pdf

MSx Service Addendum set forth at www.tpx.com/MSx-Service.pdf

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

Agreed by: Authorized TPx Representative Signature

Date

Quote: 753398 / City of Franklin - Dash

Rate Schedule #1310131
7979 W RYAN RD, Franklin WI

Quote ID: 753398
9/15/2025

Address: 7979 W Ryan Rd, Franklin, WI 53132

The term for Service(s) being ordered is 36 months ("Term").

MSx Networks (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
*MSx Networks Service		1	\$0.00	-	MSx	-	\$0.00
MSx Networks - Switch - Implementation		1	\$200.00	-	xNet	\$200.00	-
MSx Networks - Switch - Implementation - Project Management		1	\$100.00	-	xNet	\$100.00	-
MSx Networks - Switch - Installation - Remote		1	\$0.00	-	xNet	\$0.00	-
Meraki 1000Base LX10 Single-Mode		4	\$568.57	-	xNet	\$2,274.28	-
Meraki MS130-24-HW		1	\$1,700.00	-	xNet	\$1,700.00	-
Optimum (MS130 24 port)		1	\$85.79	-	MSx	-	\$85.79
						\$4,274.28	\$85.79

Quote: 753398 / City of Franklin - Dash

Rate Schedule #1310130
5550 W AIRWAYS AVE, FRANKLIN WI

Quote ID: 753398
9/15/2025

Good through: 10/15/2025

Address: 5550 W Airways Ave, Franklin, WI 53132-9109

The term for Service(s) being ordered is 36 months ("Term").

MSx Networks (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
*MSx Networks Service		1	\$0.00	-	MSx	-	\$0.00
MSx Networks - Switch - Implementation		1	\$200.00	-	xNet	\$200.00	-
MSx Networks - Switch - Implementation - Project Management		1	\$100.00	-	xNet	\$100.00	-
MSx Networks - Switch - Installation - Remote		1	\$0.00	-	xNet	\$0.00	-
Meraki 1000Base LX10 Single-Mode		4	\$568.57	-	xNet	\$2,274.28	-
Meraki MS130-24-HW		1	\$1,700.00	-	xNet	\$1,700.00	-
Optimum (MS130 24 port)		1	\$85.79	-	MSx	-	\$85.79
						\$4,274.28	\$85.79

Quote: 753398 / City of Franklin - Dash

Rate Schedule #1310133

Quote ID: 753398

9/15/2025

Good through: 10/15/2025

Address: 9911 S 60Th St, Franklin, WI 53132-8824

The term for Service(s) being ordered is 36 months ("Term").

MSx Networks (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
*MSx Networks Service		1	\$0.00	-	MSx	-	\$0.00
MSx Networks - Switch - Implementation		1	\$200.00	-	xNet	\$200.00	-
MSx Networks - Switch - Implementation - Project Management		1	\$100.00	-	xNet	\$100.00	-
MSx Networks - Switch - Installation - Remote		1	\$0.00	-	xNet	\$0.00	-
Meraki 1000Base LX10 Single-Mode		4	\$568.57	-	xNet	\$2,274.28	-
Meraki MS130-24-HW		1	\$1,700.00	-	xNet	\$1,700.00	-
Optimum (MS130 24 port)		1	\$85.79	-	MSx	-	\$85.79
						\$4,274.28	\$85.79

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Quote: 753398 / City of Franklin - Dash

TP

Rate Schedule #1310132

Quote ID: 753398

8901 W DREXEL AVE, FRANKLIN WI

9/15/2025

City of Franklin

Good through: 10/15/2025

Address: 8901 W Drexel Ave, Franklin, WI 53132-9725

The term for Service(s) being ordered is 36 months ("Term").

MSx Networks (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
*MSx Networks Service		1	\$0.00	-	MSx	-	\$0.00
MSx Networks - Switch - Implementation		1	\$200.00	-	xNet	\$200.00	-
MSx Networks - Switch - Implementation - Project Management		1	\$100.00	-	xNet	\$100.00	-
MSx Networks - Switch - Installation - Remote		1	\$0.00	-	xNet	\$0.00	-
Meraki 1000Base LX10 Single-Mode		4	\$568.57	-	xNet	\$2,274.28	-
Meraki MS130-24-HW		1	\$1,700.00	-	xNet	\$1,700.00	-
Optimum (MS130 24 port)		1	\$85.79	-	MSx	-	\$85.79
						\$4,274.28	\$85.79

Quote: 753398 / City of Franklin - Dash

Rate Schedule #1309947
4755 W DREXEL AVE, FRANKLIN WI

Quote ID: 753398
9/15/2025

Address: 4755 W Drexel Ave, Franklin, WI 53132-8454

The term for Service(s) being ordered is 36 months ("Term").

MSx Networks (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
*MSx Networks Service		1	\$0.00	-	MSx	-	\$0.00
MSx Networks - Switch - Implementation		1	\$200.00	-	xNet	\$200.00	-
MSx Networks - Switch - Implementation - Project Management		1	\$100.00	-	xNet	\$100.00	-
MSx Networks - Switch - Installation - Remote		1	\$0.00	-	xNet	\$0.00	-
Meraki 1000Base LX10 Single-Mode		4	\$568.57	-	xNet	\$2,274.28	-
Meraki MS130-24-HW		1	\$1,700.00	-	xNet	\$1,700.00	-
Optimum (MS130 24 port)		1	\$85.79	-	MSx	-	\$85.79
						\$4,274.28	\$85.79

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Quote: 753398 / City of Franklin - Dash

INSTALLMENT PAYMENT DETAILS

Charge Description	Total Monthly Amount	Term
Meraki MS130-24-HW	\$51.71	36
MSx Networks - Switch - Implementation - Project Management	\$3.04	36
MSx Networks - Switch - Implementation	\$6.08	36
Meraki 1000Base LX10 Single-Mode	\$69.16	36
Meraki MS130-24-HW	\$51.71	36
Meraki 1000Base LX10 Single-Mode	\$69.16	36
MSx Networks - Switch - Implementation - Project Management	\$3.04	36
MSx Networks - Switch - Implementation	\$6.08	36
Meraki MS130-24-HW	\$51.71	36
Meraki 1000Base LX10 Single-Mode	\$69.16	36
MSx Networks - Switch - Implementation - Project Management	\$3.04	36
MSx Networks - Switch - Implementation	\$6.08	36
Meraki MS130-24-HW	\$51.71	36
Meraki 1000Base LX10 Single-Mode	\$69.16	36
MSx Networks - Switch - Implementation - Project Management	\$3.04	36
MSx Networks - Switch - Implementation	\$6.08	36
Meraki MS130-24-HW	\$51.71	36
Meraki 1000Base LX10 Single-Mode	\$69.16	36
MSx Networks - Switch - Implementation - Project Management	\$3.04	36
MSx Networks - Switch - Implementation	\$6.08	36
Total of Monthly Payment Amounts	\$649.95	

Total of installment payments will be different from the NRC cash price.

NRCS NOT INCLUDED IN THE INSTALLMENT PAYMENT PLAN

Charge Description	Price
Total of opted-out NRC Amounts	\$0.00

Currently there are no opted-out NRCs.

City of Franklin Technical Summary

City of Franklin has a Ring topology that was put in place with 2 physical fiber loops we have 2 separate vlans traversing. 1 private and 1 public. The original topology cannot provide the proper ring redundancy due to the loops created without spanning tree protocol enabled everywhere. When the ring is completed the network goes down. Today it is broken at the PD location. When a failure occurs along the ring paths multiple locations may go down because they cannot go the other way on the ring.

Internal Technical discussions were had and it's believed that the only way to fix the issue correctly is to redesign the ring topology so we can enable spanning tree protocol correctly and complete the ring as originally intended. Internal discussions were had and agreed on the best option for the City of Franklin.

Solution Agreed is Best

To do this correctly we would suggest the implementation of a 24-port Meraki switch at the 5 locations that do not have switches today. With the switch installation we can connect the 2 Fiber handoffs at each location into a LAG which would form 2 1G links that carry the 2 vlans for the private/public segments.

This will allow us to enable Spanning Tree everywhere and complete a true layer 2-ring topology. We will then feed the firewalls from that layer 2-ring topology as needed at each site. This design will allow for spanning tree to determine its best path and can account correctly for all the 5 other locations.

This should correct our issues so we can enable the ring fully and if there is a failure traffic can go the other direction on the ring.

Redundancy Gains:

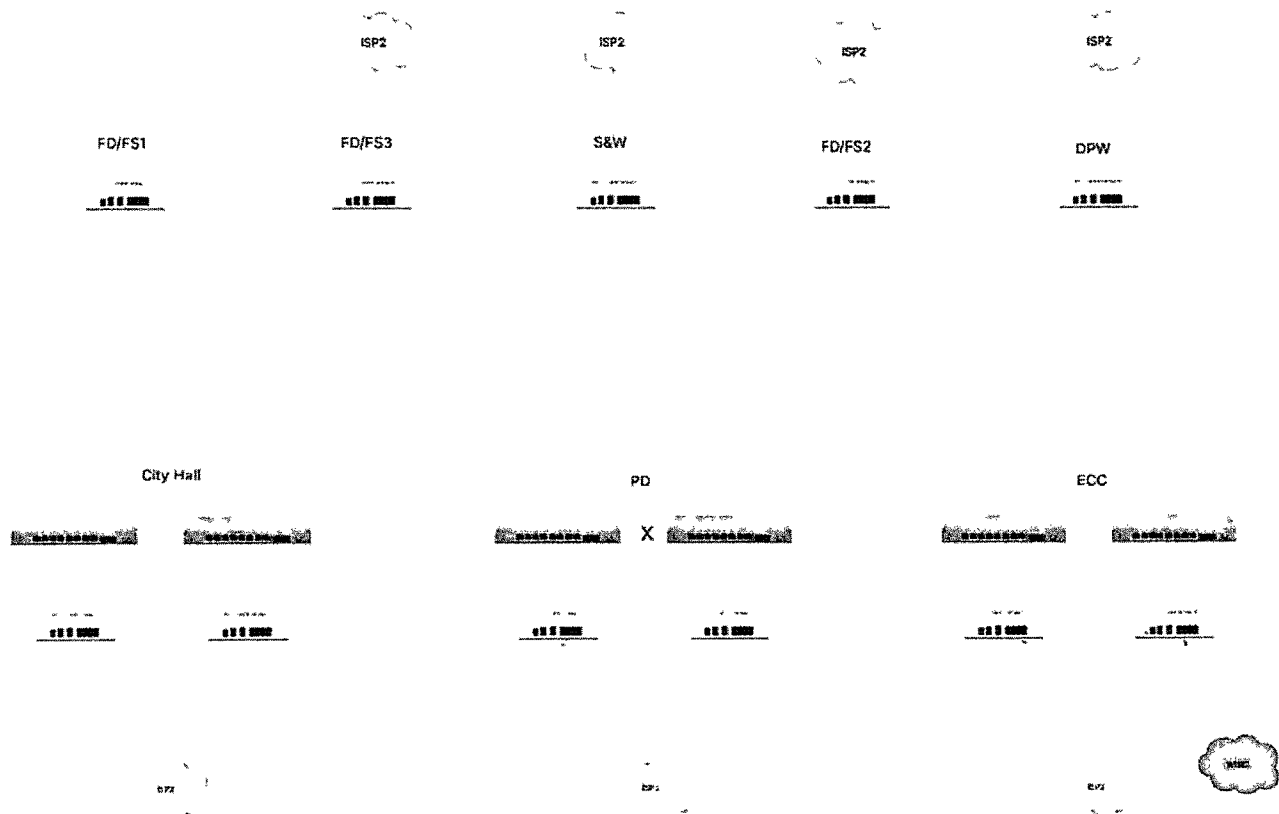
- 2 Gig throughout of ring topology
- Redundant fiber links in case of fiber failure
- Ring will be fully redundant and functional in both directions

Items Needed:

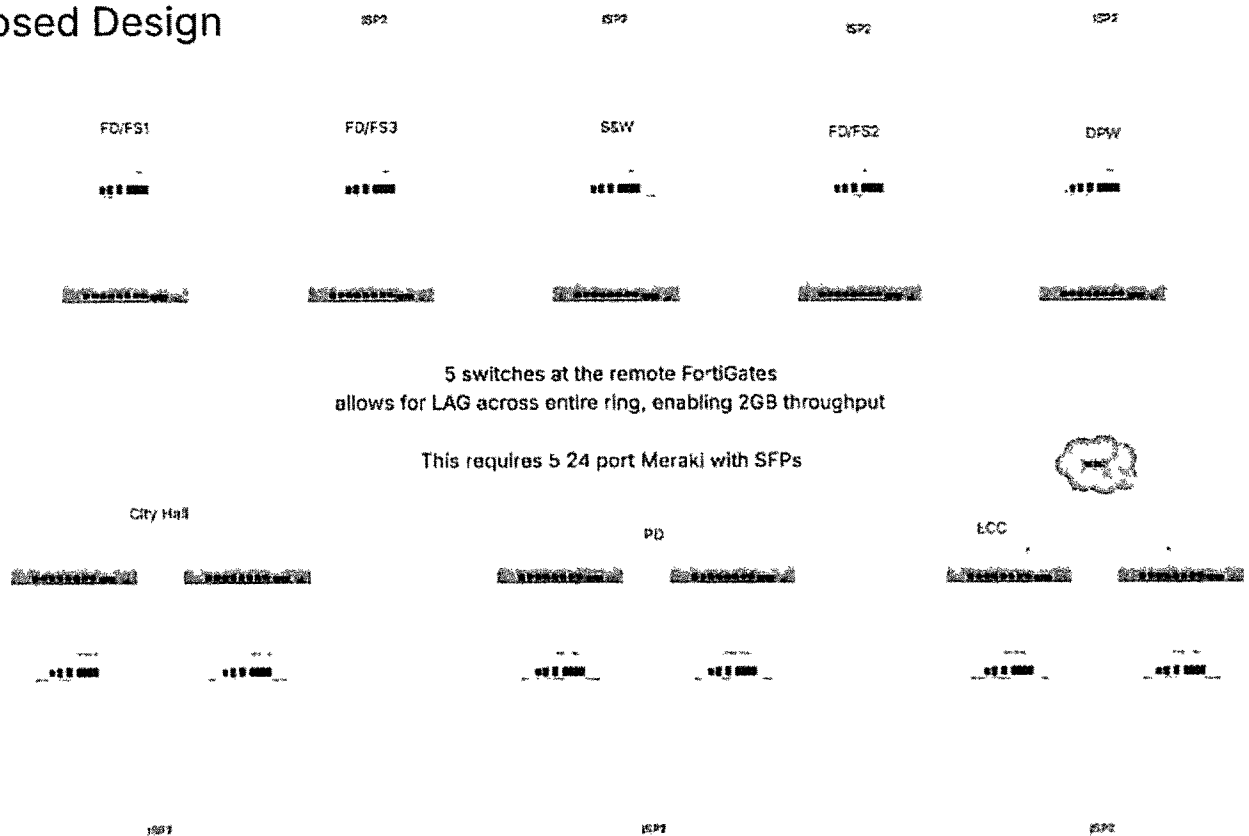
- 5 – 24-port Meraki switches MS130-24 1Gb Switches
 - 1 per location that does not have switches today
 - Needs to be 24-port due to the need for 4 Fiber SFP slots
 - 4 SFPs per location

Installation Steps: Updated installation steps to be provided.

Current Design



Proposed Design



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11-04-25
REPORTS & RECOMMENDATIONS	Franklin Farmer's Market	ITEM NUMBER 9.14.
Discussion and possible presentation by Dawn Carrillo regarding an outdoor Franklin Farmer's Market. COUNCIL ACTION REQUESTED Discussion and possible action.		

Alderwoman Michelle Eichmann

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS & RECOMMENDATIONS	Annual Report of the City of Franklin's Tourism Commission Activity and 2026 Budget And a Report from Engage Franklin Regarding its Tourism Marketing Activities	ITEM NUMBER M.15.
The Chair of the Tourism Commission, Lance Schafer and Director of Economic Development, John Regetz will report on the activities and expenditures of the Tourism Commission for 2025 and submit its 2026 annual budget as stipulated in Franklin City Ordinance 2016-2244. Laura Nelson, President of Engage Franklin will also address the Council with a report on the activities of the tourism marketing organization. COUNCIL ACTION REQUESTED No action requested. This presentation is for providing an annual report from the Tourism Commission.		

Economic Development Department – jgr,

CITY OF FRANKLIN TOURISM COMMISSION

the space to be
FESTIVE



SPONSORED BY THE FRANKLIN TOURISM COMMISSION

ANNUAL ACTIVITIES
AND BUDGET
PRESENTATION
TO THE CITY OF
FRANKLIN
COMMON
COUNCIL

2026 BUDGET NARRATIVE



TOURISM COMMISSION Fund 17

DEPARTMENT: Tourism Commission

PROGRAM MANAGER: Director of Economic Development

PROGRAM DESCRIPTION:

The Franklin Tourism Commission was established by ordinance on December 6, 2016, under Wis. Stat. § 66.0615. It coordinates tourism promotion and development within the City of Franklin. The Commission has five members, including at least one representative from the Wisconsin hotel and motel industry—the Director of Economic Development staffs the Commission.

SERVICES:

- By November 1, submit an annual report to the Common Council detailing expenditures and proposing the budget for the following year.
- Contract with Engage Franklin to promote the City and its tourism businesses.
- Oversee marketing projects through Engage Franklin, including media buys, creation and distribution of promotional materials, and efforts to recruit conventions, sporting events, and motor-coach groups.
- Provide transient tourist informational services through Engage Franklin.
- Undertake tangible municipal development, such as convention centers and specific promotional initiatives.
- Use room tax appropriated to the Commission for Tourism Promotion and Tourism Development in the City.

STAFFING:

N/A

ACTIVITY MEASURES:

Activity	2022	2023	2024	2025	2026
Room Taxes-All Funds	471,578	481,214	332,900	405,000.00	418,000

BUDGET SUMMARY:

- 1) 2018 marked the first year of budget expenditures for tourism and city branding.
- 2) The Director of Economic Development prepared the 2026 budget under the direction of the Tourism Commission.
- 3) Commission expenditures are regulated by Wis. Stat. § 66.0615 and must be used for tourism development and promotion.

TOURISM COMMISSION

2025 ACTIVITIES

- ▶ ACTIVITIES
 - ▶ Croatian Soccer Turf Field pledge of \$100,000
 - ▶ \$2.65 million project
 - ▶ Banner project executed
- ▶ TOURISM COMMISSION FUNDING
 - ▶ City Room Tax revenues (\$597,000) enable modification in funding from City - 30/70 % split with Tourism Commission on monthly distributions
 - ▶ Initiated strategic planning and stakeholder input into disposition of reserves
 - ▶ Funding for projects requires resulting hotel nights generation (heads in beds)
- ▶ ENGAGE FRANKLIN FUNDING 2026
 - ▶ Tourism Commission created the 2026 budget with a focus on Engage Franklin marketing
 - ▶ Tourism Commission to collaborate with Engage Franklin on marketing efforts within the marketing services budget item



FINANCE & BUDGET

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BUDGET REPORT FOR CITY OF FRANKLIN
Fund: 17 TOURISM COMMISSION

Page: 1/1

GL NUMBER	DESCRIPTION	2026 IAYOR RECOMMEND BUDGET	2026 DEPT REQUEST BUDGET	2025 PROJECTED ACTIVITY	2025 ORIGINAL BUDGET	2024 ACTIVITY	2023 ACTIVITY
Dest 0000 - GENERAL							
REVENUE - TAXES							
17-0000-4022	MOTEL ROOM TAX	418,000	418,000	405,000	357,420	412,022	329,314
	NET OF REVENUES/APPROPRIATIONS - REVENUE - TAXES	418,000	418,000	405,000	357,420	412,022	329,314
INTEREST & INV INCOME							
17-0000-4711	INTEREST ON INVESTMENTS	11,000	11,000	9,250	11,000	10,130	10,999
17-0000-4719	MISCELLANEOUS INTEREST	0	0	0	0	6	0
	NET OF REVENUES/APPROPRIATIONS - INTEREST & INV INCC	11,000	11,000	9,250	11,000	10,136	10,999
NET OF REVENUES/APPROPRIATIONS - 0000 - GENERAL		429,000	429,000	414,250	368,420	422,158	340,313
Dest 0651 - TOURISM							
NON PERSONNEL SERVICES							
17-0651-5212	LEGAL SERVICES	5,000	5,000	1,000	7,500	3,130	3,848
17-0651-5213	CONTRACTORS	313,000	336,000	269,050	269,050	269,050	150,000
17-0651-5214	POSTAGE	100	100	0	150	0	0
17-0651-5215	TOURISM EVENTS	1,000	1,000	500	5,000	1,000	0
17-0651-5225	CONFERENCES & SCHOOLS	2,000	2,000	0	2,000	195	0
17-0651-5226	CONFERENCE & SCHOOLS	1,000	1,000	0	1,000	0	0
17-0651-5232	TRAVEL & TRANSPORTATION	1,000	1,000	15,000	15,000	5,439	93,001
17-0651-5240	MARKETING SERVICES	100,000	100,000	15,000	15,000	1,000	0
17-0651-5241	ADVERTISING	1,000	1,000	0	1,000	0	0
	NET OF REVENUES/APPROPRIATIONS - NON PERSONNEL SE	(423,000)	(446,197)	(264,565)	(299,715)	(299,837)	(246,949)
OTHER NON-OPERATING							
17-0651-5735	TOURISM GRANT PROGRAM	0	0	0	35,000	0	0
	NET OF REVENUES/APPROPRIATIONS - OTHER NON-OPERAT	0	0	0	(35,000)	0	0
CAPITAL EXPENDITURES							
17-0651-5838	STREETSCAPE-SIGNAGE, BILLBOARDS	5,000	5,000	33,565	15,000	45	14,805
	NET OF REVENUES/APPROPRIATIONS - CAPITAL EXPENDITU	(5,000)	(5,000)	(33,565)	(15,000)	(45)	(14,805)
NET OF REVENUES/APPROPRIATIONS - 0651 - TOURISM		(428,000)	(451,197)	(322,130)	(349,715)	(299,892)	(261,754)
ESTIMATED REVENUES - FUND 17		429,000	429,000	414,250	368,420	422,158	340,313
APPROPRIATIONS - FUND 17		429,000	451,197	320,130	349,715	299,892	261,754
NET OF REVENUES/APPROPRIATIONS - FUND 17		0	0	94,120	18,705	122,276	78,559
BEGINNING FUND BALANCE		690,776	690,776	595,658	595,658	472,381	394,123
ENDING FUND BALANCE		690,776	690,776	689,776	614,363	593,057	472,342



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Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/4/25
REPORTS & RECOMMENDATIONS	Potential Tax Incremental District 11[creation thereof in process] Development Agreement Between the City of Franklin and LXL PG Apartments, LLC in relation thereto for properties in the southeast corner area of South 76th Street and West Rawson Avenue, such potential development to be named Poth's General, and to affect such development(s), including the terms and provisions of said development agreement. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential residential/commercial development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	Ald. District 5 ITEM NUMBER 25.16.

Research requested by Council is incomplete and will be brought to a future Common Council meeting when completed.

COUNCIL ACTION REQUESTED

None

Economic Development: jr;

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend the Title of §158-3 License Fees to §158-3 Classes and Denominations of Licenses and License Fees, and §158-3J. Class C Retail Wine License, of the Municipal Code to Provide More Information as to the Premises for Which They May be Granted	ITEM NUMBER 5.17.

Annexed hereto is a draft of the above-entitled Ordinance.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend the Title of §158-3 License Fees to §158-3 Classes and Denominations of Licenses and License Fees, and §158-3J. Class C Retail Wine License, of the Municipal Code to Provide More Information as to the Premises for Which They May be Granted.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND THE TITLE OF §158-3 LICENSE FEES TO §158-3
CLASSES AND DENOMINATIONS OF LICENSES AND LICENSE FEES, AND
§158-3J. CLASS C RETAIL WINE LICENSE, OF THE MUNICIPAL CODE TO
PROVIDE MORE INFORMATION AS TO THE PREMISES FOR WHICH
THEY MAY BE GRANTED

WHEREAS, City staff having reviewed the Municipal Code with regard to provisions pertaining to the issuance of a “Class C” license for authorization of the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold, pursuant to Wis. Stat. § 125.51(3m), and having recommended an amendment to the Municipal Code to provide more information as to premises eligible for the issuance of such license; and

WHEREAS, the Common Council having considered such recommendation and having found same to be in the public interest and the furtherance of the public health, safety and welfare.

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

SECTION 1: §158-3 License fees, of the Municipal Code of the City of Franklin, Wisconsin, as to such title thereof, be and the same is hereby amended to “§158-3 Classes and denominations of licenses and license fees”.

SECTION 2: §158-3J. Class C Retail Wine License, of the Municipal Code of the City of Franklin, Wisconsin, providing “A Class C license authorizes the retail sale of wine by the glass or in opened original container for consumption on the premises where sold.”, is hereby amended to provide additional provisions as follows:

(1) Subject to the requirements of Section 125.51(3m)(c), Wisconsin Statutes, a person may be issued a “Class C” wine-only license for a premises whose principal business is one of the following:

- (a) Art shop, art gallery, or paint studio;
- (b) Auditorium, theater, dance hall, or other amusement place that contains a restaurant or bar;
- (c) Barber or cosmetology shop;
- (d) Book or stationery store;
- (e) Bridal or tuxedo shop;
- (f) Club that contains a restaurant or bar;
- (g) Funeral home or crematory;

- (h) Grocery store;
- (i) Jewelry store;
- (j) Hotel or motel that contains a restaurant or tavern;
- (k) Massage establishment;
- (l) Photography studio;
- (m) Religious building or religious use;
- (n) Restaurant or tavern;
- (o) Tailor or dressmaking shop.

(2) The applicant must provide any information necessary to determine if the applicant is operating a principal business listed in Subsection (1) of this Section on the premises along with their application. The City may reasonably request any additional information needed to make such a determination. If the applicant fails to provide any information that the City reasonably requests to make such determination, then the City shall deny the application or recommend revocation, suspension, or nonrenewal of the license, if applicable.

(3) As some of the aforesaid businesses in Subsection (1) are not governed by the Wisconsin Department of Trade and Consumer Protection sanitation requirements, for which the City Health Department is a contracted agent.

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 _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND §169-1 LICENSES REQUIRED, OF THE MUNICIPAL CODE TO UPDATE LICENSES PROVIDED AND FEES REQUIRED	ITEM NUMBER 5.18.

It is deemed expedient and necessary and recommended by the Office of the City Clerk that §169-1 Licenses required, of the Municipal Code of the City of Franklin, be brought up-to-date to include licenses for new activities created pursuant to other provisions of the Municipal Code, and to increase fees for licenses for which the fees have not been increased for a substantial amount of time; and

COUNCIL ACTION REQUESTED

Motion to adopt an Ordinance to Amend §169-1 Licenses Required, of the Municipal Code to Update Licenses Provided and Fees Required.

ORDINANCE NO. 2025-____

AN ORDINANCE TO AMEND §169-1 LICENSES REQUIRED, OF THE MUNICIPAL CODE TO UPDATE LICENSES PROVIDED AND FEES REQUIRED

WHEREAS, it is deemed expedient and necessary and recommended by the Office of the City Clerk that §169-1 Licenses required, of the Municipal Code of the City of Franklin, be brought up-to-date to include licenses for new activities created pursuant to other provisions of the Municipal Code, and to increase fees for licenses for which the fees have not been increased for a substantial amount of time; and

WHEREAS, the Common Council having found such recommendation to be reasonable.

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

SECTION 1: §169-1 Licenses required, of the Municipal Code of the City of Franklin, Wisconsin, only for the specific licenses provisions as listed below, be and the same is hereby amended as follows *[note: deletions appear in strike-through text; additions appear in underlined text, unchanged text is not highlighted]*:

Section	Activity	Fee
158-3G	Country club license	\$250.00 <u>\$500.00</u>
158-3H	Operator's license	\$650.00
	Provisional operator's license	\$245.00
	<u>Duplicate Operator's License</u>	<u>\$15.00</u>
214-1A	Soft Drinks	
	Nonintoxicating beverages	\$5.00 <u>(we have not charged this fee for several years)</u>
214-1B	Soda water license	\$5.00
121-1	Entertainment and amusement	\$2400.00
121-1	Drive-in movie theater (renewal license fee to be reduced by 5/6 of the license fee paid upon a new license granted 60 days prior to such renewal license term)	\$400250.00 plus \$1.50 per stall
121-1	Bowling and pool halls	\$250425.00 plus \$10 per alley
121-9	Temporary entertainment and amusement	\$725.00 per day
<u>121-9</u>	<u>Extraordinary Entertainment and Amusement:</u>	
	<u>License (consecutive day event (defined as a multi-day event,</u>	<u>\$175.00 each day</u>

Section	Activity	Fee
	<u>\$175.00 each day with no breaks up to 4 days))</u>	
	<u>Multi-day event (five or more events, flat fee)</u>	<u>\$500.00</u>
121-13B	Amusement Devices	
	Operator's license (lessor)	<u>\$175</u> 150 .00
121-14A	Registration of <u>devices or machines</u>	<u>\$45</u> 30 .00 per device
237-8	Transient merchant's license (principal, whether individual or organization)	<u>\$150</u> 60 .00 per license year
	Transient merchant's license (agent or employee and only available concurrent with or subsequent to the issuance of a license to the principal organization)	<u>\$2</u> 1 .00 per sales day per each agent or employee, not to exceed <u>\$2</u> 1 .00 per agent or employee per license year
	Duplicate	<u>\$25</u> 10 .00
162-5	<u>Auto Salvage Yard/Junk dealer</u>	<u>\$8</u> 7 00.00
174-5	Mobile home park	<u>\$250</u> 100 .00 per 50 spaces or fraction thereof
80-17	Animal fanciers permit fee	<u>\$15.00</u> 7.50 <u>\$50.00</u> \$150.00
107-3	Day-care nursery	<u>\$250</u> 100 .00
99-1	Christmas tree sales	<u>\$3</u> 7 5.00
76-5B	Other alarm systems, initial fee:	<u>\$5</u> 0
	<u>Residential</u>	<u>\$25.00</u>
	<u>Commercial</u>	<u>\$100.00</u>
158-3G	Country club license	<u>\$500</u> 250 .00
	<u>Application for Block Party</u>	<u>\$50 (\$25 deposit returned after barricades are returned)</u>
<u>169-4</u>	<u>Public Grant:</u>	
	<u>One Event</u>	<u>\$50</u>
	<u>Each additional event up to 5 events</u>	<u>\$20 (per event)</u>
<u>133-</u>	<u>Residential Burning Permit</u>	<u>\$25</u>
<u>1.C.(1)(c)</u>		
	<u>Tax Exemption Parcel Fee</u>	<u>\$25</u> 50 .00
26-6	Weights and measures license fee	<u>\$25</u> 0 .00

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent

jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to the 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 4th day of November, 2025, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of November, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS & RECOMMENDATIONS	Finance Committee Recommended Changes to the 2026 Mayor's Recommended Budget	ITEM NUMBER 2.19.

Background

Upon introduction of the Mayor's Recommended 2026 Budget on September 16, 2025, the Finance Committee reviewed the Recommended Budget. The Finance Committee met on October 28, 2025 to review the budget reduction requests from each department head. At the Finance Committee meeting on October 1, 2025, the Finance Committee recommended a budget reduction by each department head to be brought forward by October 10. Each department head was advised to reduce their operational budget (both personnel and non-personnel) by 5%. These discussions were reviewed and the following the changes have been recommended by the Finance Committee.

Recommendation

Recommendations from the Finance Committee are as follows:

1. Fire Department
 - a. There are 3 open vacancies in 2026 (2-beginning January 1 & 1-beginning February 3). The Finance Committee has recommended filling 2 open vacancies on April 1 and 1 open vacancy on August 1.
2. Municipal Buildings
 - a. Bid/RFP a new cleaning service with a budget reduction to \$20,000.
3. Health Department
 - a. Increase the medical supplies to an average amount similar to the average expenditures from 2021-2025.
4. Clerks Department
 - a. Increase funding to filing fees and background checks to the original Mayor's Recommended budget. Even though these accounts are revenue generating, there needs to be an appropriation in order to expend funds.
5. Administration
 - a. Reduce newsletter expenses by 25%. This will allow for the City to determine the future of the City's newsletter.
6. Inspections Department
 - a. Until further notice, reducing personnel expenses for a plumbing inspector is warranted.
7. Engineering Department
 - a. Eliminate .50 FTE Admin Asst. completely. The department has 1.0 FTE Admin Asst. and an additional .50 FTE is not warranted at this time.
8. Recommendation for fee schedule updates
 - a. Municipal Court & overall City-wide fee schedule needs to be updated and presented to the Common Council on December 2, 2025 for implementation on January 1, 2026.
9. Eliminate any "mid-year" raises in 2026 and bring back a related policy to the next Finance Committee meeting on November 25, 2025.
10. All remaining expenditure funding in excess of revenue shall be put into an "unrestricted contingency" fund. All recommended uses of these contingency funds shall be presented to the Common Council as a budget amendment and reviewed periodically.

The Director of Finance & Treasurer is available for discussion and questions.

COUNCIL ACTION REQUESTED

Motion to amend the 2026 Mayor's Recommended Budget for expenditures as detailed above and be included in the Proposed 2026 City of Franklin, WI Budget for the Public Hearing scheduled for November 11, 2025.

Roll Call Vote.

Finance Dept. - DB

DATE: October 28, 2025

TO: Finance Committee

FROM: Danielle Brown, Dir of Finance & Treasurer

SUBJECT: Budget Reduction Request Discussion & Possible Action

On October 1, 2025, the Director of Finance/Administration and Mayor were directed to create a memo/email to send to Department Heads regarding a 7% reduction in their overall operational budget. When calculating what the total operational reduction would be at 7%, it was deemed that a 5% reduction would suffice. The Mayor then authorized the email to reflect a 5% budget reduction. Each Department Head was given until October 10, 2025 to provide the Director of Finance/Administration and Mayor their 5% budget reduction recommendations. Below are the following summarized responses (each formal response will be attached):

1. Department 0101 – Mayor
 - a. **Total Reduction Needed - \$1,480**
 - i. Office Supplies: -\$50
 - ii. Printing: -\$25
 - iii. Operating Supplies: -\$300
 - iv. Subscriptions: -\$100
 - v. Volunteer Recognition: -\$700
 - b. **Total Reduction Request - \$1,175**
2. Department 0102 – Aldermen
 - a. **Total Reduction Needed - \$4,640**
 - i. Conferences: -\$500
 - ii. Printing: -\$100
 - iii. Volunteer Recognition: -\$250
 - iv. Memberships: -\$475
 - b. **Total Reduction Request - \$1,325**
3. Department 0121 – Municipal Court
 - a. **Total Reduction Needed - \$11,980**
 - i. Response from the Department Head was nothing could be cut.
 - b. **Total Reduction Request - \$0**
4. Department 0141 – City Clerk
 - a. **Total Reduction Needed - \$23,930**
 - i. Salaries – Temp: -\$601
 - ii. Salaries – OT: -\$1,000
 - iii. Personnel Benefits: -\$195
 - iv. Filing Fees: -\$1,900 (unrealistic)
 - v. Sundry Contractors: -\$5,000
 - vi. Office Supplies: -\$500*
 - vii. Printing: -\$300

- viii. Notices: -\$3,000
 - ix. Subscriptions: -\$100
 - x. Memberships: -\$300*
 - xi. Conferences: -\$500*
 - xii. Mileage: -\$250
 - xiii. Background checks: -\$5,000 (unrealistic)
- b. Total Reduction Request - \$18,646***
- 5. Department 0142 – Elections
 - a. Total Reduction Needed - \$5,940**
 - i. Data Processing: -\$1,000
 - ii. Equipment Maintenance: -\$1,000
 - iii. Office Supplies: -\$1,400
 - iv. Printing: -\$3,000
 - v. Notices: -\$100
 - vi. Conferences: -\$250
 - vii. Mileage: -\$50
 - b. Total Reduction Request - \$6,800**
- 6. Department 0144 – Information Technology
 - a. Total Reduction Needed - \$45,890**
 - i. Software Maintenance: -\$38,013
 - ii. Sundry Contractors: -\$5,923
 - iii. GIS Services: -\$31,680
 - b. Total Reduction Request - \$75,616**
- 7. Department 0147 – Administration
 - a. Total Reduction Needed - \$25,770**
 - i. Manufacturing Fee (Assessors): \$8,200
 - b. Total Reduction Request - \$0**
 - c. Total Increase - \$8,200**
- 8. Department 0151 – Finance
 - a. Total Reduction Needed - \$31,490**
 - i. Personnel Services (Freeze hire): -\$13,691
 - ii. Personnel Benefits: -\$3,815
 - iii. Equipment Maintenance: -\$1,000
 - iv. Office Supplies: -\$1,000
 - v. Notices: -\$500
 - vi. Conferences: -\$1,200
 - vii. Bank Fees: -\$10,000
 - viii. Employee Recognition: -\$500
 - b. Total Reduction Request - \$31,706**
- 9. Department 0161 – Legal Services
 - a. Total Reduction Needed - \$20,850**
 - i. No response
 - b. Total Reduction Request - \$0**
- 10. Department 0181 – Municipal Buildings
 - a. Total Reduction Needed - \$14,020**
 - i. Proposal submitted by Department Head – further discussion needed
 - ii. Professional Services: -\$600
 - b. Total Reduction Request - \$600 (at this time until discussion is had)**
- 11. Department 0211/0212 – Police Department/Dispatch (further discussion)
 - a. Total Reduction Needed - \$586,100***
 - i. Freeze 2 patrol officers & 1 Community Service Officer

- 1. Personnel Costs: -\$178,056
 - 2. Benefits: -\$89,826
 - ii. Freeze 1 dispatch position
 - 1. Personnel Costs: -\$62,945
 - 2. Benefits: -\$20,249
 - iii. Equipment Maintenance: -\$20,000
 - iv. Software Maintenance: -\$7,000
 - v. Sundry Contractors: -\$2,500
 - vi. Office Supplies: -\$15,500
 - vii. Operating Supplies: -\$15,000
 - viii. Equipment Supplies: -\$5,000
 - ix. Firearms Supplies: -\$10,000
 - x. Conferences & Schools: -\$15,000
 - b. Total Reduction Request: -\$441,076**
12. Department 0221 – Fire Department
 - a. Total Reduction Needed - \$448,640**
 - i. Personnel – Option 2
 - 1. Salaries: -\$136,319
 - 2. Benefits: -\$68,640
 - ii. Salaries – OT: 40,000
 - iii. Sundry Contractors: -\$2,000
 - iv. Subscriptions: -\$500
 - v. Memberships: -\$500
 - b. Total Reduction Request - \$167,959**
13. Department 0231 – Inspections
 - a. Total Reduction Needed - \$53,100**
 - i. Reduce Plumbing Inspector
 - 1. Salaries: -\$88,373
 - 2. Benefits: -\$37,802
 - ii. Professional Services: \$2,000
 - iii. Sundry Contractors: -\$1,000
 - iv. Office Supplies: -\$700
 - v. Printing: -\$100
 - vi. Operating Supplies: -\$500
 - vii. Telephone: -\$300
 - viii. Notices: -\$50
 - ix. Subscriptions: -\$50
 - x. Memberships: -\$200
 - xi. Conferences: -\$1,000
 - xii. Equipment Rental: -\$500
 - b. Total Reduction Request - \$128,575**
14. Department 0321 – Engineering
 - a. Total Reduction Needed - \$42,150**
 - i. Freeze 1 Tech & .50* FTE Admin Asst.
 - 1. Salaries: -\$109,047
 - 2. Benefits: -\$39,165
 - b. Total Reduction Request - \$148,212**
15. Department 0331 – Highway/Parks
 - a. Total Reduction Needed - \$187,740**
 - i. Freeze Asst. Superintendent 12 months & LEO 10 months
 - 1. Salaries: -\$137,168

- 2. Benefits: -\$50,086*
- b. Total Reduction Request - \$187,254***
- 16. Department 0411 – Public Health
 - a. Total Reduction Needed - \$42,890**
 - i. Medical Supplies: -\$42,890
 - b. Total Reduction Request - \$42,890**
- 17. Department 0521 – Recreation
 - a. No Request for Senior Travel or Senior Citizen Program (Luncheon)**
- 18. Department 0621 – Planning
 - a. Total Reduction Needed - \$29,220**
 - i. Eliminate Planning Intern & Reduce Planner Time
 - 1. Salaries: - \$29,104
 - 2. Benefits: -\$2,264
 - b. Total Reduction Request - \$31,368**
- 19. Department 0641 – Economic Development
 - a. Total Reduction Needed - \$7,210**
 - i. Professional Services: -\$2,400
 - ii. Sundry Contractors: -\$2,400
 - iii. Printing: -\$10
 - iv. Marketing: -\$2,400
 - b. Total Reduction Request - \$7,210**

Total Budget Reduction Needed - \$1,583,040

Total Budget Reduction Request - \$1,282,212

Total Revenues – General Fund: \$32,477,832

Total Expenditures – General Fund: \$31,909,621

Excess Revenue: \$568,211

Questions:

1. Department Requests

- a. Municipal Court
 - i. No reduction response
 - ii. Included the \$6,000 interface into their budget
 - iii. Debate
 - 1. Increase fees (as requested)
 - 2. Increase to revenue (goes to the entire City, not just the Court Department)
- b. Clerks/Elections
 - i. Reduction in filing fees & background checks – unrealistic
 - 1. Offset by revenue, but for reporting purposes, need to be a revenue and an expense.
 - 2. Need the expense appropriation to cut the checks
 - ii. Election expenses are unknown
 - 1. Turn out
 - 2. How many elections
- c. IT
 - i. GIS services to be reduced due to efficiency and retirement
- d. Finance
 - i. Freeze hiring Accountant for 2 months
- e. Legal
- f. Municipal Buildings
 - i. Review request
 - ii. \$7 increase (potentially on a temp basis and review next year)
 - iii. Bid out a different cleaning contract?
 - iv. Additional hours to part-time staff (WRS)
- g. Inspections
 - i. Keep plumbing inspector out of the budget until the director retires and determine necessity at that time (could be years down the road)
- h. Engineering
 - i. Remove .5 FTE in Admin Asst. for Engineering ongoing
 - 1. Is this really needed with 1 FTE Admin Asst.? Kristi will no longer be helping water/sewer
 - ii. Graef has taken many responsibilities over & tech position has been vacant for over 4 months
- i. DPW – reduction in staff
 - i. Are there any processes within DPW that could be streamlined?
 - ii. Could DPW change plow routes? (Paul brought up in citizen comment period)
- j. Health
 - i. Is this sustainable?
 - 1. Medical supplies avg. \$30,000-50,000
 - 2. What happens if grants can't support the shift?
 - 3. Should City quit giving flu shots? Largest contributor
 - 4. City bills insurance, but should/could City start charging?
- k. Planning
 - i. Work on efficiencies to maintain current timeline levels with less
- l. Economic Development
 - i. Remain lean

2. Discuss the maintenance of effort penalty

- a. Police – have to meet 1 of the criteria

- i. Monies raised by tax levy by the municipality and expended for employment costs of law enforcement officers, as defined in sec. 165.85(2)(c), Wis. Stats.
 - ii. Percentage of the total monies raised by tax levy by the municipality that is expended for employment costs of law enforcement officers, as defined in sec. 165.85(2)(c), Wis. Stats.
 - iii. Number of full-time equivalent law enforcement officers, as defined in sec. 165.85(2)(c), Wis. Stats., employed by or assigned to the municipality, not including officers whose positions are funded by grants received from the state and federal government. **Only consider positions that are actually filled.**
- b. Fire – have to meet 2 of the criteria
 - i. Political subdivision's expenditures, not including capital expenditures or expenditures of grant monies received from the state or federal government, for fire protection and emergency medical services.
 - ii. Number of full-time equivalent fire fighters and emergency medical services personnel employed by or assigned to the political subdivision, not including fire fighters and emergency medical services personnel whose positions are funded by grants received from the state or federal government. For volunteer fire and emergency medical services, those volunteer fire fighters and emergency medical services personnel who responded to at least 40% of calls to which volunteer fire protective or emergency medical services responded may be counted as full-time equivalent volunteer fire fighters and emergency medical services personnel under sec 66.0608(2m)(b)2.b., Wis. Stats.
 - iii. Level of training of and maintenance of licensure for fire fighters and emergency medical services personnel providing fire protective and emergency medical services within the political subdivision.
 - iv. Response times for fire protective and emergency medical services throughout the political subdivision, adjusted for the location of calls for service.
- c. The penalty is a 15% reduction in state shared revenue
 - i. 2025 file (2024 vs. 2023) – SUCCESS (2026 shared revenue payment)
 - ii. 2026 file (2025 vs. 2024) – SUCCESS? (2027 shared revenue payment)
 - iii. 2027 file (2026 vs. 2025) - ???? (2028 shared revenue payment)
- d. In the following year, for law enforcement, fire, or EMS certification, a municipality or county must compare its current year levels for each criterion to either:
 - i. Last successful certification (2026 for 2025 vs 2024 year)
 - ii. 2023 levels
 - iii. Whichever is most recent must be used to compare to current year levels

Recommendations:

1. Increase court fees per Judge's request by _____ date.
2. Increase fee schedule for City fees/licenses/permits by _____ date. (Inspections department has taken lead on this project)
3. Keep plumbing inspector out of the budget until further notice.
4. Freeze all "mid-year" raises for 2026.
5. Provide the additional funding to the planning department to fill Nick's position back to 0.48 FTE (~\$22,000)

Danielle Brown

From: Danielle Brown
Sent: Thursday, October 2, 2025 12:19 PM
To: John Nelson (JNelson@franklinwi.gov)
Cc: Kelly Hersh (KHersh@franklinwi.gov); Danielle Brown
Subject: Required 5% Total Operating Budget Reductions – Response Due by October 10

Importance: High

Dear Department Head,

As you are aware, the City is facing a **\$1 million gap in our operating budget** for the upcoming year. After careful review and consultation between the Mayor, the Finance Committee, the Director of Administration, and the Director of Finance, it has been determined that each department must implement a **5% reduction** in its Mayor's Recommended operating budget.

The Mayor Department total 5% operating budget reduction must be \$1,483 or greater.

We recognize that every department faces unique challenges and priorities. Therefore, we are leaving the decisions regarding how to achieve these reductions up to each department head. We understand the importance of each department. We want to allow each department to restructure, revamp, and re-allocate while remaining empowered to find innovative ways to manage and operate each and every day.

It is essential, however, that your proposed adjustments:

- Total **5% of your operating budget**,
- Include both **personnel and non-personnel** expenditures (if personnel reductions are needed, they must be discussed with Administration, the Mayor and Finance to determine how this impacts the City and what that will look like from a delivery of service standpoint. We understand that 80% of our overall operating budget is personnel, and this may warrant some departments to reduce or freeze staffing needs to achieve a 5% operating reduction),
- Clearly reflect your department's **priorities** (so that if excess funds become available, we can strategically restore funding based on demonstrated needs), and
- Be submitted to Finance and Administration **no later than October 10, 2025**. This will allow us time to review and schedule meetings thereafter to discuss final outcomes before the budget adoption.

If we do not receive your reduction plan by the deadline, we will be compelled to make the necessary cuts on your behalf to ensure the City meets its budgetary obligations.

We appreciate your leadership and thoughtful approach to this challenging but necessary process.

Sincerely,
Mayor John R. Nelson
City of Franklin Finance Committee
Kelly Hersh, Director of Administration
Danielle Brown, Director of Finance & Treasurer

Danielle Brown

From: Georgia Konstantakis
Sent: Wednesday, October 8, 2025 9:56 AM
To: Danielle Brown; Georgia Konstantakis; Amanda Baumgart
Cc: Kelly Hersh; John Nelson
Subject: RE: Required 5% Total Operating Budget Reductions – Response Due by October 10

Good morning,

I am writing to provide a brief yet comprehensive overview of the municipal court's budget, as well as to formally address the proposed 5% budget reduction.

Budget Overview

The municipal court's total annual budget is \$239,533.00. Of this amount, personnel costs account for \$218,858.00 - or 91.4% of the budget. The remaining \$20,675.00 (8.6%) covers essential operating expenses necessary for the court's basic functionality.

This breakdown clearly reflects that the court is already operating with a high degree of fiscal responsibility and efficiency. We are, in fact, already "doing more with less."

Personnel and Operational Capacity

The court currently operates with two full-time clerks, one part-time clerk and one Judge. Each of these positions is essential to the effective functioning of the municipal court. Any reduction in staffing would significantly impair our ability to process and adjudicate cases in a timely manner.

These 2.5 clerks handle the full lifecycle of every municipal citation—from issuance by law enforcement (which includes approximately 50 patrol officers), Building Inspection, Engineering, Planning, and Health departments—through court proceedings, and including payment processing, follow-ups, and collections. In addition, they manage daily in-person services such as payments, filings, and public inquiries. Their professionalism and dedication are integral to the quality of service we provide to the public.

Breakdown of Operating Expenses (\$20,675.00):

- Court Software & Interfaces (WI DOT, WI SDC, WI TRIP): \$12,800
- Etime Access (WI DOT): \$1,600
- Mandatory Judicial Education (Judge & Clerks): \$2,200
- Office Supplies: \$1,000
- TVRP Suspensions (WI DOT Unpaid Parking Citation Enforcement): \$700
- Memberships/Dues/Witness Fees/PACER Subscription: \$475
- Substitute Judge Services: \$1,900

Every dollar in this budget is allocated to critical services. Without these funds, the court would be unable to fulfill its statutory obligations or deliver justice effectively within the community.

Performance and Revenue Considerations

I would also like to point out that during the September 29, 2025, Finance Committee meeting, the municipal court was recognized for significantly improving forfeiture collections. From January to August 2025, collections retained by the city have increased by approximately \$33,000.00 compared to the same period in 2024. This far exceeds the almost \$12,000.00 budget reduction now being proposed.

I intend to present an updated bail schedule to the Common Council in 2026. The current schedule, which has not been revised since 2013, is outdated and no longer reflects the city's operational and enforcement needs. Additionally, Governor Evers is expected to sign legislation that will increase municipal court costs—revenues from which are retained by the city. These

changes will not only modernize our municipal fee structure but also generate additional resources to support essential city services and improve the overall administration of justice within our community.

It is crucial to emphasize that the municipal court is not a funding source for city operations. The court exists to adjudicate municipal matters and serve the public in a fair and timely manner. Diverting resources or reducing our already minimal budget compromises that mission.

Given the above, I must respectfully but firmly state that I cannot make any cuts to the municipal court's budget. We are already operating at minimal capacity, and any further reductions would be detrimental to court operations, service delivery, and the community we serve.

Best Regards,

Georgia L. Konstantakis, Franklin Municipal Judge
9455 W. Loomis Road
Franklin, WI 53132
414-425-4768



From: Danielle Brown <DBrown@franklinwi.gov>
Sent: Thursday, October 2, 2025 12:24 PM
To: Georgia Konstantakis <GKonstantakis@franklinwi.gov>; Georgia Konstantakis <glkonstan@gmail.com>; Amanda Baumgart <abaumgart@franklinwi.gov>
Cc: Kelly Hersh <KHersh@franklinwi.gov>; John Nelson <JNelson@franklinwi.gov>; Danielle Brown <DBrown@franklinwi.gov>
Subject: Required 5% Total Operating Budget Reductions – Response Due by October 10
Importance: High

Dear Department Head,

As you are aware, the City is facing a **\$1 million gap in our operating budget** for the upcoming year. After careful review and consultation between the Mayor, the Finance Committee, the Director of Administration, and the Director of Finance, it has been determined that each department must implement a **5% reduction** in its Mayor's Recommended operating budget.

The Municipal Court Department total 5% operating budget reduction must be \$11,980 or greater. (This does not include the \$5,800 Pro-phoenix interface that the Finance Committee recommended be added to the budget)

We recognize that every department faces unique challenges and priorities. Therefore, we are leaving the decisions regarding how to achieve these reductions up to each department head. We understand the importance of each department. We want to allow each department to restructure, revamp, and re-allocate while remaining empowered to find innovative ways to manage and operate each and every day.

It is essential, however, that your proposed adjustments:

- Total **5% of your operating budget**,
- Include both **personnel and non-personnel** expenditures (if personnel reductions are needed, they must be discussed with Administration, the Mayor and Finance to determine how this impacts

the City and what that will look like from a delivery of service standpoint. We understand that 80% of our overall operating budget is personnel, and this may warrant some departments to reduce or freeze staffing needs to achieve a 5% operating reduction),

- Clearly reflect your department's **priorities** (so that if excess funds become available, we can strategically restore funding based on demonstrated needs), and
- Be submitted to Finance and Administration **no later than October 10, 2025**. This will allow us time to review and schedule meetings thereafter to discuss final outcomes before the budget adoption.

If we do not receive your reduction plan by the deadline, we will be compelled to make the necessary cuts on your behalf to ensure the City meets its budgetary obligations.

We appreciate your leadership and thoughtful approach to this challenging but necessary process.

Sincerely,
Mayor John R. Nelson
City of Franklin Finance Committee
Kelly Hersh, Director of Administration
Danielle Brown, Director of Finance & Treasurer



TO: Danielle Brown
Mayor John R. Nelson
Kelly Hersh
Finance Committee

I want to take this opportunity to highlight the essential role the Clerk's Office plays in supporting the daily operations of city government and in upholding transparency, accessibility, and accountability—values at the heart of public service.

The Clerk's Office is often the first point of contact between the city and the public. Whether it's providing access to public records, managing city council agendas and minutes, overseeing elections, issuing vital licenses and permits, or preserving the city's official documents and history, the work of this office is fundamental to our democracy and daily governance.

The integrity, accuracy, and responsiveness of the Clerk's Office directly affect public trust in city government. Our staff ensure compliance with legal requirements, maintain transparency in decision-making, and provide crucial administrative support to elected officials and departments across the city. These responsibilities are not only statutory but also essential to the smooth and lawful functioning of city operations.

As we continue discussions around budgeting and staffing, I respectfully urge that we fully recognize the value the Clerk's Office brings. Maintaining strong support for this office—through adequate staffing, technology, and competitive compensation—is not simply about internal efficiency. It is about ensuring that residents have reliable access to government, that records are maintained with integrity, and that our city continues to operate with transparency and professionalism.

If I could ask a question, is this because of the wage increase that both the Police and Fire unions negotiated. Danielle would be able to answer this question. In prior years usually the employees received the same increase that the unions did. I don't think that is the case this year. Danielle can answer that question.

I have heard rumors, etc. that the Mayor feels that my department should cut staffing. Staff was increased years ago because the amount of work that is done in this department has increased over the years and it was warranted. This went to common council and personal several times. Some of the problem is that people do not know exactly what this department all does. Nine out of ten people who come to city hall stop in our office. When all the other departments have department meetings, lunches, etc. those people come to us and want questions answered. I try to have a department meeting and never once have we been not interrupted. Sometimes it takes us multiple times to try and get the information out to my staff regarding changes. My department is the only department that cannot just shut their doors or put a note on the door saying they are a meeting. Usually the other departments put a note on their door saying to go to the clerk's office. Another note, a lot of our fees are statutorily governed by either the State of

the Department of Revenue. There is a maximum that we can charge for licenses and we charge that maximum. I cannot increase the fee above that. The City has grown immensely over the years which in turn will put more on city staff. The City cannot operate the way it did years ago, as our population grows, city services have to increase or we are not doing our due diligence to support the residents of the City. Our operating budget cannot function at the same amount as it has years ago because our population has grown. No department can run on the same budget if this continues to grow because more services are needed for the residents.

Laws change daily, sometimes hourly (ex: the last presidential election, 4 times that day the laws changed so my department has to adapt and then explain the changes in rulings to the residents). We have to always be learning, training etc. to keep the staff up-to-date on the law changes. The Clerk's department has to abide to these changes and requires my staff to do a lot of training,

Below, are cuts I am suggesting as some of these cuts are impossible, believe me I have really tried without putting in false deductions which I know I will need in the future.

ALDERMAN'S BUDGET

5% cut would be \$4,638

Items that could be cut:

Conference and schools (although the new Alderman should have some kind of training, I do training with them and also the City Attorney does)	\$500
Printing	\$100
Volunteer Recognition	\$500
South Suburban Chamber of Commerce	\$200
Membership and dues (Polish Center)	<u>\$375</u>
Total:	\$1,675

I can only see that I could take out \$1,675. The other membership/dues that are in their budget have to stay in there as those are mandatory memberships or things that we need licenses for. The only other thing in their budget is salaries, mileage and technology and printing. Printing is for their business cards (about \$42 a box), etc. I feel that is important as they would need business cards.

\$4,638

	-	<u>\$1,675</u>
Total left:		\$2,963

I do not know where else I can cut from their budget.

CLERK'S BUDGET

5% cut would be \$29,870 (Combined with Elections)

One thing that most of you are not aware of is the clerk's office has multiple statutorily rules which need to be followed. These rules are governed by Wisconsin State statutes and the Department of Revenue (Drug and Alcohol Division). Our department has several things that need to be published, filed, etc. All the publications that need to be published are the common council minutes, public hearings, all ordinances (budget amendments as of 2 years ago only need to be posted on our website, but all other ordinances need to be published).

PERSONAL SERVICES:

Salaries-Temp:

I could take this out the \$601 completely, but might have to put back in in 2027. The total I could reduce would be \$601.

Salaries-OT:

I could reduce this by \$1,000, but the overtime incurred by having to stay late because people do not get their council action sheets in on time or someone comes in late in the day and we have to stay and process their application. The total I could reduce would be \$1,000.

CONTRACTUAL SERVICES:

Filing fees:

These are documents that need to be filed with the Register of Deeds office. These are not the clerk's documents, these are any and all documents which need to be filed with the county. These are documents which have gone to council by other departments and were approved by the common council. The clerk's office has no discretion on what can or cannot be filed with the Register of Deeds office. I can reduce this by \$1,900. **The Clerk's office has no idea how many documents we will have to file on a yearly basis. We do bill back for this, so we can take out \$1,900 (as the city does have some things recorded and we do not bill back to us for this).**

Sundry Contractors:

This item is the maintenance of our ordinances which is done by General Code. Each month we send to General Code all of the ordinances which have been passed by Common Council. General Code then sends us our supplements for our code books and also will update the code online. General Code will then codify the ordinances to make sure they flow and do not incorporate something that cannot be incorporated or goes a different way in another section. We are charged a fee each time we send them the ordinances for them to review and incorporate into our municipal code online. We are also charged a flat fee for the supplements. That fee cannot be determined as we have no idea how many supplements (ordinances) will be passed by the Common Council in any given year. It looks like we have not spent as much this year as in past, so I can reduce it by \$5,000, but again, it defers from year to year. We also are charged an annual fee.

SUPPLIES (Page 48):

Office Supplies:

It has been put into the budget every year to try and replace two office chairs in the clerk's office and one office mat. Every year it has been taken out. Office supplies have gone up considerably since COVID, and you don't get much for your money any more. I asked for \$2,700 and it was reduced to \$900, of which we are at \$891 for the year already and we have not placed any of our calendar orders for next year. I could try and reduce it by \$500, but at some point, these items need to be replaced in this office as the girls sit on them all day and I do not want any medical issues to arise.

Printing:

This is for any printing that the clerk's office needs to have done. Most of our forms we try to print in house, but some we cannot. This also includes envelopes and letterhead. My budget was cut to \$500 already, so I could try and cut it by \$300, but if we need envelopes, etc. it will have to be ordered.

Operating Supplies:

This is for apparel for our department. All other departments have had money in their budget for apparel and the clerk's office has not. I can take the entire \$500 out of the budget.

SERVICES AND CHARGES (PAGE 48):

Official Notices/Advertising:

This is notices that we have to statutorily publish. By state law, items need to be published in the newspaper (ex: common council minutes, public hearing notices and ordinances). I try to condense as many items as we can, but the common council minutes average for each common council meeting around \$300-\$500. I have no control over this as we have to publish these according to state statute. I can try and reduce this by \$3,000, but again, I have no idea how long or how many meetings we will have or what the City will need to be published.

Subscriptions:

This is for a copy of the Business Journal for the city. I can take this \$100 out.

Memberships/Dues:

It is imperative that the clerk's office receives up-to-date training. There are several law changes, etc. the we need to stay on top of all of the time. These memberships are vital to this department to attend the Wisconsin Municipal Clerks Association meetings along the with Metro Municipal Clerks Association. This also includes the International Clerks Association which is a vital organization for networking, etc. I could take it out this year, but I would need to put it back in for next year. That fee is \$225. At all of these meetings we receive training from state officials along with local officials for any changes that need to happen thru our daily course of work. This also covers the meetings, etc. that they have. This past year there was a shakeup in both of these organizations so there were not as many meetings. I try to only do the district meetings that are close to the city to not incur mileage expenses. This past year we have not had as many meetings due to the changes in both the organizations. Maggie Poplar, Deputy City Clerk has been working on her Wisconsin Municipal Clerks certification which takes multiple years to achieve. She has to be a member for at least three years before she can apply for her certification.

There are training requirements for the City Clerk that she must have a number of training hours each year so these are very important to attend these meetings to achieve this. I can take \$300 out of there.

Conferences & Schools:

The Clerk's office only attends one conference thru the Wisconsin Municipal Clerks Association. This is usually a 3 or 4 day event which is held within Wisconsin. Both the City Clerk and the Deputy Clerk attends these conferences. These conferences have a huge value to them as there are all the clerks, deputy clerks, etc. that attend these conferences. The knowledge is impeccable that you get from attending these conferences. Maggie Poplar, Deputy City Clerk is working towards her certification so this conference is extremely important to her. You already have to apply for rooms for this conference, so I could withdraw my part for at least this year, but would like it put back into the budget for next year as these

classes are extremely informative. I can get my hours of training thru the district meetings thru the Wisconsin Municipal Clerks Association or thru the Metro Clerks monthly meetings. I could reduce this by \$1,500, but this would need to be put back into the budget for next year and I think it is extremely important to have the staff understanding the laws which are put on us in this department. It would be unconscionable for the clerk's staff to not have the proper training. I could reduce this by \$1,500.

Mileage & Technology:

This again goes hand in hand with the above conference and schools, meetings with the above organizations. Like I mentioned above, both organizations have gone thru extensive changes this year so we have not had as many meetings as there should have been. I also try to be very careful as to not do meetings which are far to keep the mileage down. I can reduce this by \$250 this year, but it would need to be put back into the budget next year.

Background Checks:

Again, this is mandated by our municipal code. Background checks are done when someone comes in to get a license or an event. We have no idea how many licenses we will have so this is a hard one to figure out. Again, a lot of our stuff in our office is govern by state statutes or municipal ordinances. These have to be done. I can take out \$5,200 and see where we end up. We do charge the applicant for these, so we do get the money back for this.

Itemized from above to reduce the budget:

CLERK OVERVIEW:

Personal Services-Temp.	\$601
Salaries-OT	\$1,000
Filing fees	\$1,900
Sundry contractors	\$5,000
Office supplies	\$500
Printing	\$300
Operating supplies	\$500
Official notices	\$3,000
Subscriptions	\$100
Memberships	\$300
Conferences & Schools	\$1,500
Mileage and Technology	\$250
Background checks	<u>\$5,200</u>
Total	\$20,151

There are three times that I can think of that would require general overtime. The clerk's office only has \$2,000 in their budget for OT.

1. Most of the overtime incurred is from people coming in close to closing time and we have to process their paperwork. The only way I think I could stop this is to say to anyone who comes in after 4:15 that they will have to come back another time as we close at 4:30 because if they come in after 4:15, that does not give us enough time to process all of the paperwork for them. We then also have to call treasurer and tell them that we have someone here getting a license/permit so they can also wait for them to process their payment.

2. Over the past two years people submitting information for the council packet are not adhering to the 9:00 am deadline. This past year it has been just about every council Friday that my Deputy City Clerk has had to stay late. The only way to correct this is to stick to 9:00 am deadline and take nothing after that. Not sure how well that will go over.

3. The last thing that I can think of that requires overtime for the department would be if the Deputy Clerk has to stay for a meeting. Usually when we know that, the Deputy would come in late, but it is hard to judge sometimes how long a meeting will take to know how late to come in.

A lot of my items or things that have to be done in the clerk's office have to be done by state statute or municipal code. Prices of some of our permits we cannot raise the fees of because they are governed by state statute.

Reducing staff I feel would only cause more overtime by higher wage employees. I myself already put in between 40-80 hours in addition to by regular 40 hour work week each pay period which I do not get paid for because I am salaried. I cannot put in more hours or do the work of the employees if their hours are reduced. Again, I cannot close my door to hold a meeting and I cannot think of one time that we had a meeting and were interrupted by another department, the phone or a person at the counter. The clerk's office is the first line of communication for the City and I feel we take the amount of time necessary to make sure that the citizens are being taken care of and help them with their needs. The clerk's office has to know everything about the City, we have to be able to direct people.

People are usually always coming in to complain about something. They usually do not come in to tell us we are doing a great job. So we usually have to defuse the situation at first contact with the residents no matter what department we have to direct them to. It seems like when the resident comes in that they have to tell us their life story each time.

The **City Clerk's Office** is one of the most important and foundational parts of municipal government. While it often operates behind the scenes, it plays a **central role in maintaining transparency, legal compliance, and public trust** in city operations.

ELECTIONS (Page 49)

In looking to the election budget, it is like knowing what the weather will be like February 1, 2026. Elections have to be run and I think our department does a phenomenal job at running them. It is a lot of work and very long hours. Putting up with a lot of headaches from residents. You are continually explaining the same process over and over again. It takes a lot of hard work and the clerk's office knows that and will put in whatever needs to be done. Our elections run smoothly and efficiently and that is because of the staff and their continued dedication to the City. There is a lot of training involved in elections and the staff has to always keep up on the continued changes that occur sometimes daily. It is a lot of checks and balances over and over again. All of my election workers are great people and work very hard for the City. All election workers have to have training before every election. I have to have a certain number of people working at the polls by state statute and to have them run smoothly, which I feel they have been. There is a lot of the work that is done in the office for each election. I already have volunteers coming in doing the mailing of the absentee ballots, working at in-person voting and the day before the election I also already have people coming in to mix and alphabetize the ballots to ensure that we are ready the morning of the election. I don't know what I can do to cut down on the amount of people I have in the election budget. It is necessary to have the elections run smooth for transparency and that the citizens of the City have faith in our process.

In order to work the state's electronic data system (Wisconsin Election Commission, "WEC") you have to be trained and it is a multiple day training and then you have to continue with the training. We cannot allow volunteers to work in WEC's data base and the state will not allow it. It is also a very taxing thing for us in the clerk's office to take any time off as when we have four elections, some of them are not even closed yet before we have to mail out the ballots for the next election as ballots need to be mailed out at different timeframes (ex: federal elections go out 45 days, local 35, etc.)

Before I try to guestimate on how I can reduce the elections budget. Like I said above, this is only a guestimate as I do not want to be the one in the news because something went wrong or we didn't have enough workers:

CONTRACTUAL SERVICES:

Data Processing:

This is all done thru the county. I do not have any control in the budget for this as we receive an invoice after the election is done. Please keep in mind, you cannot compare it to this year as we have 4 elections next year and this year we only had two. I could cut this by \$1,000.

Equipment Maintenance:

This again is done thru the county which they notify us when updates need to happen. The County is notified thru the state as the election equipment has to be certified by the state in order

to use it for an election. I could cut this by \$1,000. Again, when the state mandates an upgrade, it has to be done.

SUPPLIES:

Office Supplies:

Supplies include labels for both mailing out the ballots and for the Dymo label printer we use to print the labels on in-person absentee ballots. We use to be able to buy other labels which were cheaper to use in the Dymo, but all of our new printers Dymo has a system that will detect cheaper labels, so we can only use Dymo labels which are just about double the price of the cheaper ones we use to use. Again, I will not know the outcome of an election, so it is hard to determine how many we will need. This also includes any glue sticks, etc. that are necessary to run the election as our volunteers do not want to be licking all of these envelopes. I could reduce this by \$1,400.

Printing:

There is \$10,00 in the budget for printing. This consists of ballots, notices, etc. that we get from the county. It is very difficult to know how many ballots we will need for a particular election. An example is last year in February a ordered the minimum, but with a judge race on the ballot there was a lot more interest then we thought. So in hind sight, I had to increase my order for April as I knew that there would be a lot of interest in the April election. I have to order my ballots for February and April in December of the previous year, so it is very hard to even know how many will be running. With Governor Evers not running and Tammy Baldwin, I feel the August and November elections will also be a high voter turnout. Franklin is always known for having a good turnout for elections. We also have the mayoral and aldermanic races on in April. You never want to run out of ballots. I could reduce this by \$3,000.

SERVICES AND CHARGES (Page 49):

Official Notices/Advertising:

Per Wis. State Statue and the Wisconsin Election Commission, I have to publish a number of notices for elections in our community newspaper. I could reduce this by \$100.

Conferences & Schools:

I could possible reduce this, but in talking with the Administrator in early 2024, I have always paid out of my pocket for a dinner (if we have time to eat it) for the staff on election night. She had felt that I should not be paying for this out of my pocket so I put that under here. It is usually around \$60 to feed around 10 people as we also bring in food. I will leave this the same unless a get a direction that I need to reduce it. If so, I will go back to paying for it out of my

own pocket. It is very little that I can do as they give it 150% on election day and sometimes we are here from 6:00 am until around 2-4 am, plus two weeks prior running our tails off. So the little thing of paying for dinner for them I feel is very little compared to the effort and time they give to the City. I could reduce this by \$250.

Mileage and Technology:

I could possibly reduce this to \$50, but again I don't know what we will encumber on election day or prior to that. My staff uses their own vehicles and have never asked for mileage reimbursement for running to and from all of the polling locations. This is sometimes done 5-8 times a day. I should really have them reimburse for mileage. I could reduce this by \$50.

FACILITY CHARGES (Page 49):

Facility Rental:

This is a set fee that we pay each location to run our polling locations out of. The fee is nominal at \$150 per place we use and we use the Polish Center and St. Martin of Tours. This fee I cannot change.

OVERVIEW:

Data Processing	\$1,000
Equipment Maintenance	\$1,000
Office Supplies	\$1,400
Printing	\$3,000
Official notices & advertising	\$100
Conferences and schools	\$250
Mileage and Technology	<u>\$50</u>
Total	\$6,800
Clerks budget cuts	\$20,151
Elections budget cuts	<u>\$ 6,800</u>
Total reductions	\$26,951
Reduction asked for	\$29,870
Reduction made	<u>\$26,951</u>
Total difference	\$3,019

Overview, I have tried to reduce where I could. A lot of the work that is being done thru the clerk's office is statutory or govern by our municipal code and has to be done especially with elections.

I feel some of which I reduced would need to be put back into the next budget. I do not see where I can reduce my department's budgets more without jeopardizing the efficiencies that are needed to give to the residents of the City. The Clerk's department is more of a service department, as I do not have any machines, etc. items that I can take out of my budget.

I really tried to take out any necessary monies that I could. If need be, so staff is not cut, do not give me a raise so it can offset my budget.

Cutting staff for 2026 in my department is just not feasible with four elections next year. It would put a huge strain on my department with that many elections and I do not want to jeopardize the integrity of the elections. Our elections run extremely smooth with the staff that we have and which is needed.

Please let me know if you have any questions.

Shirley Roberts

Danielle Brown

From: James Matelski
Sent: Thursday, October 9, 2025 3:59 PM
To: Danielle Brown; Kelly Hersh
Subject: IT proposed budget cuts for 2026 OPEX

Follow Up Flag: Follow up
Flag Status: Completed

I have had the opportunity to communicate to additional outside vendor in getting either a full requote, or a better estimate of costs for the 2026 OPEX budget. I know that Finance has deadline that must be met, but I am running into some slow responses from vendors that make requoting a challenge. We still have the open question if the PD will receive the state grant to cover the Rapid7 costs. This would reduce spend by \$81,000 if we receive the grant. I am talking to vendors about consolidating security services, which may reduce the total spend rate. These are complicated discussion and our renewal with Rapid 7 renews in January of 2026. Onboarding new security services would be difficult with everything else that is going on. This may be a 2027 effort, but at least I want to get some additional insights on where we can potentially save on security services.

Information Services – 2026 Budget Allocation Estimates:

Microsoft Office 365 Licensing; Request \$80,202.50 (Software Maintenance)

- Initial request = \$112,815
- Cost Savings = \$32,612.50
- CDW-G will be taking on software licensing instead of Eide Bailly and are putting us under a new government contract (similar to our State of Wisconsin Volume Licensing.) This will be a one time annual costs instead of being billed monthly. Going with a one time bill will save over \$4K.

ESRI ArcGIS Licensing: Request \$30,100 (Software Maintenance)

- Initial Request = \$35,500
- Cost Savings = \$5,400
- The GIS dept did a review of per user licensing and determined that \$27,000 is need for ESRI licenses, and \$3,100 for the ETL tool. When we go to the cloud we will no longer need the \$1,500 ESRI developer tool, as the desktop pro client goes away.

Digicert SSL Certificates: Request \$2,000 (Sundry Contractors)

- Initial request = \$3,636
- Cost Savings = \$1,636
- Per Nate at Digicorp our Exchange and email will receive certificates from Microsoft, hence we don't have to include these DNS names in our certificates. This will lower costs. I am trusting Digicorp on this.

Digger's Hotline: Request \$1,000 (Sundry Contractors)

- Initial Request = \$1,300
- Cost Savings = \$300
- An audit of all expenses to date has this estimate a little high. This may change year to year.

Turnkey Location & Maintenance: Request \$25,000 (Sundry Contractors)

- Initial Request = \$28,987
- Cost Savings = \$3,987
- An audit of all expenses to date has this estimate a little high. This may change year to year, based on emergency tickets and damage repair. This was year one of the expense.

GIS Staffing: Request \$112,320

- Initial Request = \$144,000
- Cost Savings = \$31,680
- When I made the request I forgot the Sewer and Water pick up around 20% of the cost. My estimate for the IT department was high, as I was looking just at the hourly rate times billable hours. I neglected to take this at 80 percent.

If my math is correct the total cost savings should be \$75,615.50.

Municipal Building Department proposal for budget reduction.

The following proposal will exceed the 5% or \$14,020 asked for in the Mayor's operating budget. It will maintain the same level of service that is currently in place.

To achieve the 5% reduction or \$14,020 in the municipal building department budget, it will be proposed to suspend Sundry Contractors(Dust Free) GL number 01-0181-5299. The cost savings here is \$34,150.

It has also been observed that other services could be scheduled out at further intervals and still meet current operational standards. Aquarium maintenance could be done every other month by the services with a yearly savings of approximately \$600.

Potential reduction in landscape materials and expendable tools may also be implemented after further discussion with administration. With a potential savings of \$800.

Rugs, could also be scheduled out at further intervals in the summer months

The cleaning service will then be performed by me, building superintendent, Joe Chitko. For a time to be determined, until the budget shortfall is over, or to meet the best needs of the city. This can be discussed in person with finance and administration. I have over 13 months experience cleaning the Franklin City Hall building, and am entailed as to what is necessary for this task.

With keeping the same standards that are in place, and taking on the additional workload, which will include a potentially longer work day I will be requesting an additional \$7 per hour.

Sundry Contractors GL number01-0181-5299.	\$34,150
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5% operating budget reduction.	\$14,020
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Money left	\$20,130
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\$7hour increase x 2080=	\$14,560
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Money left	\$5570
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The \$5,570 would then be put in the overtime budget to be used by other maintenance staff to cover my vacation and personal time off. That amount comes out to around\$4500. Per year Which would leave around an extra \$1,070 for an added financial cushion in the overtime budget or additional operating budget savings.

With current figures/numbers given this meets or exceeds the 5% or \$14,020 requested by the Mayor's Recommended operating budget to get us passed the current budget shortfall, and will maintain the current standards in the municipal building maintenance department.

Joe Chitko Building Superintendent.

Franklin Police Department – 2026 Budget Reduction Summary

Objective

Implement a 5% reduction in the 2026 operating budget while maintaining core public safety services.

Background

The Franklin Police Department has a long history of **fiscal responsibility**, having carefully managed both personnel and non-personnel expenditures in prior years. Non-essential spending has been minimized, including training, equipment replacement, and overtime. Despite these efforts, the scale of the 2026 reduction requires additional measures to meet the City's directive.

Approach

To achieve the required savings, the Department proposes a combination of **non-personnel reductions** and a **temporary staffing freeze**, ensuring that permanent positions are preserved but left vacant during 2026.

<u>Category</u>	<u>Action</u>	<u>Estimated Savings</u>	<u>Service Impact</u>
Patrol*	Freeze 3 Patrol Officer positions	~\$364,200~	Reduced proactive policing, traffic enforcement, and special event coverage; potential increase in non-emergency response times
Dispatch	Freeze 1 Dispatcher position	~\$104,000~	Reduced staffing flexibility; leads to excessive overtime, low morale, and potential longer call-processing times during peak periods,
Community Services	Freeze 1 Community Service Officer (CSO) position	~\$17,147~	Limited capacity for non-criminal service requests and outreach; sworn officers absorb additional duties
Non-Personnel**	Postpone equipment purchases and defer maintenance, limit discretionary training/travel.	~\$90,000~	Minimal operational impact; helps achieve required savings without further personnel reductions

Total Estimated Savings: ~\$575,347~

* The Common Council authorized one additional patrol officer position, effective August 1, 2025, to support the assignment of a second School Resource Officer to the Franklin Public Schools beginning with the 2025–2026 school year. The Franklin Public School reimburses the City 70% of the wages and benefits for each School Resource Officer.

** See the attachment for a detailed breakdown of non-personnel reductions.

Service Implications

While the Department has consistently managed resources efficiently, the required reductions will **affect service delivery**:

- **Patrol operations** will see reduced capacity for proactive policing and traffic enforcement, and non-emergency response times may increase during peak periods.
- **Dispatch operations** may lead to excessive overtime, low morale, higher staff turnover and longer call-processing times due to reduced staffing flexibility.
- **Community services** will have limited capacity for outreach, parking enforcement, and non-criminal service requests, with additional responsibilities shifted to sworn officers.

Conclusion

These measures allow the Department to meet the City-mandated budget reduction while maintaining core public safety functions. However, even with a history of careful fiscal management, **service levels will be impacted**, particularly in proactive policing, response times, and community engagements such as National Night Out and the Citizens Academy. The Department remains committed to maintaining public safety to the highest degree possible.

Additional Funding

In the event that additional funding becomes available to the City in 2026, the Police Department respectfully requests that priority be given to restoring the positions that were frozen to meet the required budget reductions.

Respectfully submitted,
Craig Liermann
Chief of Police
Franklin Police Department

Franklin Police Department 2026 Non-Personnel Budget Reductions

<u>Non-Personnel</u>	<u>Reductions</u>
Equipment Maintenance	20,000
Software Maintenance	7,000
Sundry Contractors	2,500
Office Supplies	15,500
Operating Supplies	15,000
Equipment Supplies	5,000
Firearms Supplies	10,000
Conferences & Schools	15,000
<u>Total</u>	90,000



Office of the Fire Chief

James C. Mayer

To: Mayor John R. Nelson
Director of Administration Kelly Hersh
Director of Finance & Treasurer Danielle Brown
City of Franklin Finance Committee

Date: October 9, 2025

Subject: 2026 Budget Cut Proposals

Per the directive received on October 2, 2025 to identify reductions totaling 5% of the fire department operating budget, I am presenting the following options for consideration. With the Fire Department's entire non-personnel operating budget totaling \$729,380, achieving the \$448,640 savings goal without affecting our most valuable resource, our personnel, is virtually unachievable.

With the skyrocketing development on the south side of the city, routine staffing of only 2 personnel at Fire Station 2 is increasingly dangerous and poses a risk of lengthy response times when multiple calls for service are received concurrently. Because of Fire Station 2 being short-handed, units from other fire stations are routinely needed as "Support Units" for Station 2. This leaves the northern portion of the city, which is also experiencing significant growth, understaffed and susceptible to lengthier response times. **Our current staffing levels of 45 total line personnel allow staffing Fire Station 2 with 1-2 additional personnel approximately 25% of the time. Not filling all of these 45 positions turns back the clock and will reverse gains realized since 2021 to nearly 0%.**

Goals of this plan:

- Maintain minimum staffing of 11 per day on a 24-hour x 365 day-per-year basis
- Minimize degradation in emergency response capabilities and maintain current response times to all high acuity calls
- Comply with all state requirements for firefighter training and Paramedic licensure
- Comply with all state requirements for fire prevention inspection and community risk reduction activities

Consideration of Additional Revenue not originally included in budget process:

Fire Department staff spent hundreds of hours early in 2025 gathering and articulating data to submit to the State's new program, GEMT, a voluntary program that allows ambulance service

providers to obtain supplemental payments from Medicaid patients who were transported by that ambulance service.

Because of the diligence and attention to detail in submitting data from over 4,000 Franklin Fire Department ambulance transports per-year, the City will be receiving sizable back payments for 2023 and 2024.

The Medicaid retroactive payment for 2023 EMS transports totaled \$ \$148,140.68 and has been sent to the City of Franklin as of today. A similar amount is anticipated to be received soon for 2024 ambulance transports.

I would request that this sizeable additional revenue realized as a result of fire department staff's initiative be taken into consideration during this budget review process.

Non-Personnel Operating Budget Lines

As mentioned earlier, non-personnel operating expenses compose a comparably small portion of the total fire department budget and the specific budget lines are frequently tied to critical items such as contractual services for essential items such as the fire station alerting system, LUCAS CPR devices, records management software and required equipment testing and maintenance – all of which are required for the safe and legal provision of fire suppression and emergency medical services. Other supplies such as fuel, utilities, janitorial are based on previous year usage and are essential to daily operations.

Potential reductions:

01-0221-5299 Sundry Contractors – Reduce from \$4,000 to \$2,000 (\$2,000 savings)

01-0221-5422 Subscriptions – Reduce from \$1,100 to \$600 (\$500 savings)

01-0221-5424 Membership/Dues – Reduce from \$2,500 to \$2,000 (\$500 savings)

Personnel Operating Budget Lines

The Franklin Fire Department currently has one (1) Firefighter/Paramedic vacancy as of October 2, 2025 due to a resignation.

Additionally, the department has received approval to assign one (1) Firefighter/Paramedic on January 1, 2026 to a new 40-hour Community Paramedic position that is fully grant funded. This will create a vacancy of a second line Firefighter/Paramedic position.

Lastly, we have received official notice of an upcoming retirement taking effect on February 3, 2026, which will create a third vacancy.

Delaying the filling of vacancies has been identified as a possible means of reducing the city's current budget deficit. As discussed earlier, the fire department is currently understaffed and does not meet national standards for a city of over 36,882 residents. **We do have a number of high-quality applicants and believe it is imprudent to leave these positions vacant for an extended period of time.** Leaving the positions unfilled could also have an impact on our

“Maintenance of effort” required by the State of Wisconsin to qualify for the shared revenue program.

Because the Franklin Fire Department is now participating in a countywide Joint Fire Training Academy (JFTA) it is our intent to hire in April and August of each year to coincide with the spring and fall training academy classes.

The tables below illustrate options outlining the possible savings of delaying hiring to fill these vacant positions to coincide with upcoming fire academy classes in spring and fall:

OPTION 1 – Fill all vacancies on 4/1/26

VACANCY \$12,809.83/mo.	Fill on 4/1/26
FFPM 1 (vacancy starting Jan 1)	\$38,429.49
FFPM 2 (vacancy starting Jan 1)	\$38,429.49
FFPM 3 (vacancy starting Feb 3)	\$25,619.66
Estimated Savings Total	\$102,478.64

OPTION 2 – Fill one vacancy on 4/1/26 and two vacancies on 8/1/26

VACANCY \$12,809.83/mo.	Fill on 4/1/26	Fill on 8/1/26	
FFPM 1 (vacancy starting Jan 1)	\$38,429.49		
FFPM 2 (vacancy starting Jan 1)		\$89,668.81	
FFPM 3 (vacancy starting Feb 3)		\$76,858.98	Combined Total
Estimated Savings Total	\$38,429.49	\$166,527.79	\$204,957.28

OPTION 3 – Fill all vacancies on 8/1/26

VACANCY \$12,809.83/mo.	Fill on 8/1/26
FFPM 1 (vacancy starting Jan 1)	\$89,668.81
FFPM 2 (vacancy starting Jan 1)	\$89,668.81
FFPM 3 (vacancy starting Feb 3)	\$76,858.98
Estimated Savings Total	\$256,196.60

Salaries - Overtime

It should be noted that in order to maintain minimum daily staffing of 11 personnel per day, **not filling three vacant Firefighter/Paramedic positions for a large portion of the year has the high potential to drastically increase the need for “Shift Fill-In” overtime in 2026.** With known upcoming FMLA leaves for employees in 2026, coverage of these additional leave days will strain the overtime budget. Also, one fire department member has received notice of a 6-month required deployment with the United States Air Force in spring/summer 2026 which will likely require a significant amount of shift fill-in.

I was informed at the Common Council meeting on October 7, that there was a proposal to reduce the fire department overtime allocation by \$50,000. In consideration of the potential open Firefighter/Paramedic vacancies and potential FMLA and other long-term leaves, I respectfully request that this reduction be reduced to \$10,000.

In light of the financial situation faced by the city, the fire department will also be limiting digressionary overtime whenever possible.

Revised 2026 Inspection Services Requested Budget

GL #	Reduce by	2026 Dept. Request
0231-5213 Other Professional Services	\$8,000	\$2,000
0231-5299 Sundry	\$1,000	\$2,000
0231-5312 Office Supplies	\$700	\$2,500
0231-5313 Printing	\$100	\$700
0231-5316 State Seals	Stays the Same	\$3,000
0231-5317 House Numbers	Stays the Same	\$800
0231-5326 Uniforms	Stays the Same	\$1,750
0231-5328 Education Supplies	Stays the Same	\$1,000
0231-5329 Operating Supplies	\$500	\$500
0231-5415 Telephone	\$300	\$3,300
0231-5421 Official Notices/Advertisement	\$50	\$50
0231-5422 Subscriptions	\$50	\$0
0231-5424 Memberships/Dues	\$200	\$1,500
0231-5425 Conferences/Schools	\$1000	\$6,000
0231-5433 Equipment Rental	\$500	\$500

REDUCED BY: \$12,400

I understand that this does not come close to the 5% or \$53,100. Even if I requested \$0 for everything that I personally budgeted for (above list) that only totals \$38,000. I'm not sure there is anything more I can reduce other than staff.

I think consideration should be taken given the fact that I am doing the jobs of 2 people. That alone is way more than \$53,100.

What about the revenue from E Plan. Does that have any effect on my budget?

Danielle Brown

From: Paulos, Mike <mike.paulos@graef-usa.com>
Sent: Friday, October 3, 2025 2:28 PM
To: Danielle Brown; Kelly Hersh
Cc: John Nelson
Subject: RE: Required 5% Total Operating Budget Reductions – Response Due by October 10

Danielle,

Please freeze the two open positions to reduce the engineering operating budgets by 5%. Please let me know when in 2026 we are at the reduction goal of 5% so that we can possibly re-open both positions. Please let me know if you have any questions or require any additional information.

Thank you,

Michael N. Paulos, PE, CDT, LEED AP
City Engineer
Franklin Engineering Department
Phone: 414-266-9086
Email: mike.paulos@graef-usa.com



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From: Danielle Brown <DBrown@franklinwi.gov>
Sent: Thursday, October 2, 2025 10:51 PM
To: Paulos, Mike <mike.paulos@graef-usa.com>; Kelly Hersh <KHersh@franklinwi.gov>
Cc: John Nelson <JNelson@franklinwi.gov>
Subject: RE: Required 5% Total Operating Budget Reductions – Response Due by October 10

This budget considers 1 open engineering tech and a .50 FTE admin assistant. An option would be to freeze those positions for a period of time to eliminate the 5%, reduce other operating expenses, reduce the amount of hours worked through the Graef contract, or any other operating funding cuts you can think of.

Danielle Brown, M.B.A
Director of Finance & Treasurer

9229 W. Loomis Road
Franklin, WI 53132
Direct Line: 414-427-7514



From: Paulos, Mike <mike.paulos@graef-usa.com>
Sent: Thursday, October 2, 2025 3:59 PM
To: Danielle Brown <DBrown@franklinwi.gov>; Kelly Hersh <KHersh@franklinwi.gov>
Cc: John Nelson <JNelson@franklinwi.gov>
Subject: RE: Required 5% Total Operating Budget Reductions – Response Due by October 10

Hello,

Just curious how or if the current open positions for Ronnie and Debbie already account for the reduction as their salaries and benefits account for more than \$42,150? Please advise.

Thanks,
Mike

From: Danielle Brown <DBrown@franklinwi.gov>
Sent: Thursday, October 2, 2025 12:35 PM
To: Paulos, Mike <mike.paulos@graef-usa.com>; Kelly Hersh <KHersh@franklinwi.gov>
Cc: John Nelson <JNelson@franklinwi.gov>; Danielle Brown <DBrown@franklinwi.gov>
Subject: Required 5% Total Operating Budget Reductions – Response Due by October 10

Dear Department Head,

As you are aware, the City is facing a **\$1 million gap in our operating budget** for the upcoming year. After careful review and consultation between the Mayor, the Finance Committee, the Director of Administration, and the Director of Finance, it has been determined that each department must implement a **5% reduction** in its Mayor's Recommended operating budget.

The Engineering Department total 5% operating budget reduction must be \$42,150 or greater.

We recognize that every department faces unique challenges and priorities. Therefore, we are leaving the decisions regarding how to achieve these reductions up to each department head. We understand the importance of each department. We want to allow each department to restructure, revamp, and re-allocate while remaining empowered to find innovative ways to manage and operate each and every day.

It is essential, however, that your proposed adjustments:

- Total **5% of your operating budget**,
- Include both **personnel and non-personnel** expenditures (if personnel reductions are needed, they must be discussed with Administration, the Mayor and Finance to determine how this impacts the City and what that will look like from a delivery of service standpoint. We understand that 80% of our overall operating budget is personnel, and this may warrant some departments to reduce or freeze staffing needs to achieve a 5% operating reduction),
- Clearly reflect your department's **priorities** (so that if excess funds become available, we can strategically restore funding based on demonstrated needs), and
- Be submitted to Finance and Administration **no later than October 10, 2025**. This will allow us time to review and schedule meetings thereafter to discuss final outcomes before the budget adoption.

If we do not receive your reduction plan by the deadline, we will be compelled to make the necessary cuts on your behalf to ensure the City meets its budgetary obligations.

We appreciate your leadership and thoughtful approach to this challenging but necessary process.

Sincerely,

Mayor John R. Nelson

City of Franklin Finance Committee

Kelly Hersh, Director of Administration

Danielle Brown, Director of Finance & Treasurer



Danielle Brown

From: Andrea M. Stormoen
Sent: Thursday, October 9, 2025 1:32 PM
To: Danielle Brown
Cc: Kelly Hersh; John Nelson; Kevin Schlueter
Subject: RE: Required 5% Total Operating Budget Reductions – Response Due by October 10

Good Afternoon All,

The following request was made to the DPW in regards to the Highway & Parks budgets, totaling a request of a \$187,740.00 reduction in the DPW budget:

The Highway Department total 5% operating budget reduction must be \$166,810 or greater.

The Parks Department total 5% operating budget reduction must be \$20,930 or greater.

We would like to implement the following changes to meet this request:

1. We request to leave vacant the open Assistant Superintendent position in the fiscal year 2026. We will reevaluate this for the 2027 budget, and will use our two Foreman to assist us in the duties that would previously have been performed by this position. This change will result in a savings of \$109,004.00 (including salary & benefits).
2. We request to postpone the filling of a vacant Light Equipment Operator position until November 1st, 2026. This change will result in a savings of \$80,604.00.

These two changes to our personnel roster will result in an overall savings of **\$189,608.00** in the 2026 budget. Please let us know if there is anything else required at this time. Thank you!

Andrea Stormoen

DPW Deputy Clerk
City of Franklin, Dept of Public Works
Ph. 414-425-2592



From: Danielle Brown <DBrown@franklinwi.gov>
Sent: Thursday, October 2, 2025 12:36 PM
To: Kevin Schlueter <KSchlueter@franklinwi.gov>; Andrea M. Stormoen <AStormoen@franklinwi.gov>
Cc: Kelly Hersh <KHersh@franklinwi.gov>; John Nelson <JNelson@franklinwi.gov>; Danielle Brown <DBrown@franklinwi.gov>
Subject: Required 5% Total Operating Budget Reductions – Response Due by October 10
Importance: High

Dear Department Head,

As you are aware, the City is facing a **\$1 million gap in our operating budget** for the upcoming year. After careful review and consultation between the Mayor, the Finance Committee, the Director of Administration, and the Director of Finance, it has been determined that each department must implement a **5% reduction** in its Mayor's Recommended operating budget.

The Highway Department total 5% operating budget reduction must be \$166,810 or greater.

The Parks Department total 5% operating budget reduction must be \$20,930 or greater.

We recognize that every department faces unique challenges and priorities. Therefore, we are leaving the decisions regarding how to achieve these reductions up to each department head. We understand the importance of each department. We want to allow each department to restructure, revamp, and re-allocate while remaining empowered to find innovative ways to manage and operate each and every day.

It is essential, however, that your proposed adjustments:

- Total **5% of your operating budget**,
- Include both **personnel and non-personnel** expenditures (if personnel reductions are needed, they must be discussed with Administration, the Mayor and Finance to determine how this impacts the City and what that will look like from a delivery of service standpoint. We understand that 80% of our overall operating budget is personnel, and this may warrant some departments to reduce or freeze staffing needs to achieve a 5% operating reduction),
- Clearly reflect your department's **priorities** (so that if excess funds become available, we can strategically restore funding based on demonstrated needs), and
- Be submitted to Finance and Administration **no later than October 10, 2025**. This will allow us time to review and schedule meetings thereafter to discuss final outcomes before the budget adoption.

If we do not receive your reduction plan by the deadline, we will be compelled to make the necessary cuts on your behalf to ensure the City meets its budgetary obligations.

We appreciate your leadership and thoughtful approach to this challenging but necessary process.

Sincerely,
Mayor John R. Nelson
City of Franklin Finance Committee
Kelly Hersh, Director of Administration
Danielle Brown, Director of Finance & Treasurer



Danielle Brown

From: Lauren Gottlieb
Sent: Thursday, October 9, 2025 3:01 PM
To: Danielle Brown
Cc: Kelly Hersh; John Nelson
Subject: RE: Required 5% Total Operating Budget Reductions – Response Due by October 10

Follow Up Flag: Follow up
Flag Status: Completed

Hello,

After weighing many factors, the Health Department's proposed 5% (\$42,890) deduction plan is from the Medical Supplies budget line funding code 01-0411-5322.

We will of course continue to do what we can to support success with donations (monetary and volunteer time), grants, revenue, and creative and strategic thinking to offset city expense as able to support critical and required services.

Lauren

Lauren Gottlieb, MPH, CHES®
Director of Health and Human Services/ Health Officer
City of Franklin Health Department
(414) 427-7526



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From: Lauren Gottlieb
Sent: Thursday, October 2, 2025 3:41 PM
To: Danielle Brown <DBrown@franklinwi.gov>
Cc: Kelly Hersh <KHersh@franklinwi.gov>; John Nelson <JNelson@franklinwi.gov>
Subject: RE: Required 5% Total Operating Budget Reductions – Response Due by October 10

Hello,

This email is incredibly concerning as the Health Department already operates with an incredibly lean budget. Further budget reductions will certainly be felt by the residents, department, and community. The expedited timeline also poses a challenge given the enormous task of having to weigh critical decisions, considerations of expenditures and resulting revenue streams, and 2026 needs.

I will follow up with a more detailed email in the days to come.

Lauren

Lauren Gottlieb, MPH, CHES®
Director of Health and Human Services/ Health Officer
City of Franklin Health Department



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From: Danielle Brown <DBrown@franklinwi.gov>

Sent: Thursday, October 2, 2025 12:37 PM

To: Lauren Gottlieb <LLube@franklinwi.gov>

Cc: Kelly Hersh <KHersh@franklinwi.gov>; John Nelson <JNelson@franklinwi.gov>; Danielle Brown <DBrown@franklinwi.gov>

Subject: Required 5% Total Operating Budget Reductions – Response Due by October 10

Dear Department Head,

As you are aware, the City is facing a **\$1 million gap in our operating budget** for the upcoming year. After careful review and consultation between the Mayor, the Finance Committee, the Director of Administration, and the Director of Finance, it has been determined that each department must implement a **5% reduction** in its Mayor's Recommended operating budget.

The Health Department total 5% operating budget reduction must be \$42,890 or greater.

We recognize that every department faces unique challenges and priorities. Therefore, we are leaving the decisions regarding how to achieve these reductions up to each department head. We understand the importance of each department. We want to allow each department to restructure, revamp, and re-allocate while remaining empowered to find innovative ways to manage and operate each and every day.

It is essential, however, that your proposed adjustments:

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- Clearly reflect your department's **priorities** (so that if excess funds become available, we can strategically restore funding based on demonstrated needs), and
- Be submitted to Finance and Administration **no later than October 10, 2025**. This will allow us time to review and schedule meetings thereafter to discuss final outcomes before the budget adoption.

If we do not receive your reduction plan by the deadline, we will be compelled to make the necessary cuts on your behalf to ensure the City meets its budgetary obligations.

We appreciate your leadership and thoughtful approach to this challenging but necessary process.

Sincerely,
Mayor John R. Nelson
City of Franklin Finance Committee

Kelly Hersh, Director of Administration
Danielle Brown, Director of Finance & Treasurer



Danielle Brown

From: Regulo Martinez-Montilva
Sent: Wednesday, October 8, 2025 3:37 PM
To: Danielle Brown
Cc: Kelly Hersh; John Nelson
Subject: RE: Required 5% Total Operating Budget Reductions – Response Due by October 10
Attachments: RE: Required 5% Total Operating Budget Reductions – Response Due by October 10

Good afternoon Danielle,

Per meeting with Kelly today, I'm proposing the following adjustments to achieve a 5% budget reduction (\$31,970):

- Quarry Monitoring Service (5218). Per phone conversation with you and Kelly, since this is a pass through expense which is recouped from the quarry operator (Payne & Dolan). The total amount \$55,000 can be reduced by 5%: \$2,750. Danielle, please correct me if I'm wrong on this item.
- Eliminate Planning Intern position which is currently vacant, budget reduction: \$9,266. See attached email from Tom for reference.
- Reduce budget for part-time planner Nick Fuchs (5111 & 5113), from \$53,044 to \$32,780 for a budget reduction of \$20,264. This new amount would allow for approx. 54 hours per month for this position.

With the adjustments above, the budget reduction is \$32,280.

With this budget reduction, the potential impact is longer time frames for development review and approval. Typically, complex projects (i.e. Poths General, Bear Development, Franklin High School) are assigned to Nick Fuchs due his long experience with Franklin. Note that the proposed adjustment to the part time position is not based on employee's performance as Nick Fuchs performance is outstanding and very efficient.

If exceed funds become available, Planning Department's priorities are:

1. Restore part-time planner position to current level (0.48 FTE).
2. Restore planning intern position.

Danielle, the quarry monitoring consultant will prepare their scope of services for next year soon. Should the contract amount be still \$55,000? Or with the 5% reduction?

Thank you,

Régulo Martínez-Montilva, AICP, CNUa
Planning Manager - Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

(414) 425-4024 / 427-7564 (direct)
RMartinez-Montilva@franklinwi.gov



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From: Danielle Brown <DBrown@franklinwi.gov>
Sent: Thursday, October 2, 2025 12:38 PM
To: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Cc: Kelly Hersh <KHersh@franklinwi.gov>; John Nelson <JNelson@franklinwi.gov>; Danielle Brown <DBrown@franklinwi.gov>
Subject: Required 5% Total Operating Budget Reductions – Response Due by October 10
Importance: High

Dear Department Head,

As you are aware, the City is facing a **\$1 million gap in our operating budget** for the upcoming year. After careful review and consultation between the Mayor, the Finance Committee, the Director of Administration, and the Director of Finance, it has been determined that each department must implement a **5% reduction** in its Mayor's Recommended operating budget.

The Planning Department total 5% operating budget reduction must be \$31,970 or greater.

We recognize that every department faces unique challenges and priorities. Therefore, we are leaving the decisions regarding how to achieve these reductions up to each department head. We understand the importance of each department. We want to allow each department to restructure, revamp, and re-allocate while remaining empowered to find innovative ways to manage and operate each and every day.

It is essential, however, that your proposed adjustments:

- Total **5% of your operating budget**,
- Include both **personnel and non-personnel** expenditures (if personnel reductions are needed, they must be discussed with Administration, the Mayor and Finance to determine how this impacts the City and what that will look like from a delivery of service standpoint. We understand that 80% of our overall operating budget is personnel, and this may warrant some departments to reduce or freeze staffing needs to achieve a 5% operating reduction),
- Clearly reflect your department's **priorities** (so that if excess funds become available, we can strategically restore funding based on demonstrated needs), and
- Be submitted to Finance and Administration **no later than October 10, 2025**. This will allow us time to review and schedule meetings thereafter to discuss final outcomes before the budget adoption.

If we do not receive your reduction plan by the deadline, we will be compelled to make the necessary cuts on your behalf to ensure the City meets its budgetary obligations.

We appreciate your leadership and thoughtful approach to this challenging but necessary process.

Sincerely,
Mayor John R. Nelson
City of Franklin Finance Committee
Kelly Hersh, Director of Administration
Danielle Brown, Director of Finance & Treasurer



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS AND RECOMMENDATIONS	<i>Kleos Capital Partners LP v. Giovanni Bozzacchi, City of Franklin, et al.</i> , Milwaukee County Circuit Court, Case No. 24-CV-428, Court of Appeals District I, Appeal No. 25-AP-1404. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER H. 20.
Annexed hereto are a draft Stipulation Regarding City of Franklin's Non-Participation and Agreement to be Bound by Distribution Order for the Circuit Court case above cited and a draft Stipulation Regarding City's Non-Participation on Appeal and Agreement to be Bound for the Court of Appeals case above cited. Also annexed is a draft Resolution to authorize the execution thereof. COUNCIL ACTION REQUESTED A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate; or a motion to adopt A Resolution to Authorize the Execution of a Stipulation Regarding City of Franklin's Non-Participation and Agreement to be Bound by Distribution Order for the Circuit Court Case No. 24-CV-428 and a Stipulation Regarding City's Non-Participation on Appeal and Agreement to be Bound for the Court of Appeals Appeal No. 25-AP-1404; or such other motion as the Common Council may determine appropriate.		

COURT OF APPEALS OF WISCONSIN
DISTRICT I

KLEOS CAPITAL PARTNERS LP,

Plaintiff-Respondent

Appeal No: 2025AP1404
Circuit Co. Case No.
2024CV428

v.

GIOVANNI BOZZACCHI

Defendant-Appellant

THE CITY OF FRANKLIN,
MILWAUKEE COUNTY CHILD SUPPORT,
MILWAUKEE COUNTY,

Defendants

**STIPULATION REGARDING CITY'S NON-PARTICIPATION
ON APPEAL AND AGREEMENT TO BE BOUND**

Plaintiff-Respondent, Kleos Capital Partners LP, by
and through its attorneys, and Defendant, City of Franklin,
by its attorneys (collectively the "Parties"), who are
appearing solely for the limited purpose of this stipulation,
state:

1. The City was named as a defendant in the action
solely due to alleged unpaid taxes related to the
subject property.
2. Although the pertinent parcels in dispute have
significant outstanding tax balances, Milwaukee

County settles local tax balances that are delinquent with the City of Franklin. Accordingly, any such balances are owed to the County of Milwaukee, not the City of Franklin and the City of Franklin has no interest in the outstanding balances.

3. The City will not appear nor file briefs, motions, or appear for oral argument in this appeal, absent a Court directive.
4. The City agrees to be bound by the final mandate and any resulting distribution order(s) concerning foreclosure sale proceeds, if any, in accordance with applicable law.
5. The Parties bear their own fees and costs as between the Stipulating Parties.
6. The Parties jointly request that the Court enter an order approving and incorporating this Stipulation.

Dated this __ day of October 2025.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Attorneys for the City of Franklin

By: _____
REMZY D. BITAR
State Bar No: 1038340
ADAM J. MEYERS
State Bar No. 111204
730 N. Grand Avenue
Waukesha, WI 53186
O: (262) 548-1340
F: (262) 548-9211
E: ameyers@ammr.net
rbitar@ammr.net

Dated this __ Day of October 2025.

DEWITT LLP

Attorneys for Kleos Capital Partners LP

By: _____
Robert E. Shumaker (#1005214)
Shawn M. Govern (#1018012)
25 W. Main Street, Suite 800
Madison, WI 53703-2865
608-255-8891
res@dewittllp.com
smg@dewittllp.com

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

KLEOS CAPITAL PARTNERS LP

Plaintiff,

v.

CASE NO. 24CV428

GIOVANNI BOZZACCHI,
THE CITY OF FRANKLIN,
MILWAUKEE COUNTY CHILD
SUPPORT,
MILWAUKEE COUNTY

Defendants

**STIPULATION REGARDING CITY OF FRANKLIN'S NON-PARTICIPATION AND
AGREEMENT TO BE BOUND BY DISTRIBUTION ORDER**

IT IS HEREBY stipulated and agreed to by and between Kleos Capital Partners LP ("Plaintiff"), by its attorneys, and the City of Franklin (the "City"), by its attorneys that:

1. The City was named as a Defendant solely due to alleged unpaid property taxes associated with the subject property.
2. Although the pertinent parcels in dispute have significant outstanding tax balances, Milwaukee County settles local tax balances that are delinquent with the City of Franklin. Accordingly, any such balances are owed to the County of Milwaukee, not the City of Franklin and the City of Franklin has no interest in the outstanding balances.

3. The City need not appear or participate in the litigation (including any appeal) through motions, discovery, briefing, or appearance, except as necessary to effectuate this stipulation.
4. The City agrees to be bound by any final order(s) of the Court regarding the distribution of any foreclosure proceeds, if any, among the parties and lienholders, in accordance with applicable law.
5. Each party shall bear its own attorneys' fees and costs as between the Stipulating Parties.

Dated this ___ day of October 2025.

**MUNICIPAL LAW & LITIGATION
GROUP, S.C.**

Attorneys for City of Franklin

By: /s/

REMZY D. BITAR
State Bar No: 1038340
ADAM J. MEYERS
State Bar No. 1112804

730 N. Grand Avenue
Waukesha, WI 53186
O: (262) 548-1340
F: (262) 548-9211
E: rbitar@ammr.net
ameyers@ammr.net

Dated this ___ Day of October 2025.

DEWITT LLP

Attorneys for Kleos Capital Partners LP

By: _____

Robert E. Shumaker (#1005214)

Shawn M. Govern (#1018012)

25 W. Main Street, Suite 800

Madison, WI 53703-2865

608-255-8891

res@dewittllp.com

smsg@dewittllp.com

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 10/30/25

RESOLUTION NO. 2025-_____

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A STIPULATION REGARDING CITY OF FRANKLIN'S NON-PARTICIPATION AND AGREEMENT TO BE BOUND BY DISTRIBUTION ORDER FOR THE *KLEOS CAPITAL PARTNERS LP V. GIOVANNI BOZZACCHI, CITY OF FRANKLIN, ET AL.*, CIRCUIT COURT CASE NO. 24-CV-428 AND A STIPULATION REGARDING CITY'S NON-PARTICIPATION ON APPEAL AND AGREEMENT TO BE BOUND FOR THE COURT OF APPEALS APPEAL NO. 25-AP-1404

WHEREAS, the City of Franklin has been named and included as a defendant in *Kleos Capital Partners LP v. Giovanni Bozzacchi, City of Franklin, et al.*, Milwaukee County Circuit Court, Case No. 24-CV-428, and Court of Appeals District I, Appeal No. 25-AP-1404; and

WHEREAS, while such naming and inclusion of the City of Franklin is because of unpaid property taxes, the governmental entity which collects unpaid paid taxes is Milwaukee County, with distribution potentials thereafter to those governmental entities for which such collected property taxes were due; and

WHEREAS, City staff and City insurer appointed legal counsel representing the City in the Circuit Court case and the Court of Appeals case have reviewed the facts and this situation and process, and since the City of Franklin is not the collection agency for the unpaid taxes for which it was allegedly included in this litigation, recommend the entry into stipulations to remove the City of Franklin from the cases; and

WHEREAS, the Common Council having considered the circumstances and recommendation and having determined it appropriate to authorize the execution and filing of the stipulations on behalf of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the counsel appointed by the City's insurer to represent the City in *Kleos Capital Partners LP v. Giovanni Bozzacchi, City of Franklin, et al.*, Circuit Court Case No. 24-CV-428, and Court of Appeals Appeal No. 25-AP-1404, Municipal Law & Litigation Group, S.C., be and the same is hereby authorized to execute, deliver and file a Stipulation Regarding City of Franklin's Non-Participation and Agreement to be Bound by Distribution Order for the Circuit Court Case No. 24-CV-428 and a Stipulation Regarding City's Non-Participation on Appeal and Agreement to be Bound for the Court of Appeals Appeal No. 25-AP-1404.

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

Resolution No. 2025-____
Page 2

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

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS AND RECOMMENDATIONS	Steve Olson Open Records Request for Attorney-Client Privileged Records Related to Deliberating or Negotiating the Purchasing of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Including, But Not Limited to Preparing Development Agreements and Related Regulations and Development Procedures for Properties Within the City, and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(l)(e), for competitive and bargaining reasons, to deliberate and consider the request for attorney-client privileged records related to deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, including, but not limited to preparing development agreements and related regulations and development procedures for properties within the City, and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER 15.21.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(l)(e), for competitive and bargaining reasons, to deliberate and consider the request for attorney-client privileged records related to deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, including, but not limited to preparing development agreements and related regulations and development procedures for properties within the City, and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 4, 2025
REPORTS AND RECOMMENDATIONS	<i>Basil Ryan, Jr., et al. v. City of Franklin</i> , Milwaukee County Circuit Court, Case No. 25-CV-5866. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER M. 22.

COUNCIL ACTION REQUESTED

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

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 11/04/2025
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of November 4, 2025.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of November 4, 2025.

CITY CLERK'S OFFICE



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
November 4, 2025 – 5:30 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2025-2026 New	Vicky Ferrer St Martin of Tours			
Operator 2025-2026 New	Ashley Handley Romey's Place			
Operator 2025-2026 New	Jarrold Jones Romey's Place			
Operator 2025-2026 New	Toan Le St Martin of Tours			
Review of Ordinance Fees for Licenses	An Ordinance to Amend §169-1 Licenses Required, of the Municipal Code to Update Licenses Provided and Fees Required.			
Review of Ordinance 158-3	An Ordinance to Amend the Title of §158-3 License Fees to §158-3 Classes and Denominations of Licenses and License Fees, and §158-3J. Class C Retail Wine License, of the Municipal Code to Provide More Information as to the Premises for Which They May be Granted.			
Class C Wine 2025-2026	Avas Alterations LLC DBA Avas Alterations LLC Ava Sierra, Agent 7131 S 76th St			
Temporary Class "B" Beer & "Class B" Wine	St Martin of Tours – Fall Harvest Festival Person in Charge: Jennifer Drzewiecki Location: St Martin of Tours Church 7963 S 116 th St, Franklin WI Date of Event: 11/15/25 - 5:00 pm to 9:00 pm			

Temporary Class “B” Beer and “Class B” Wine	St Martin of Tours – Vietnamese Culture Night Person in Charge: Jennifer Drzewiecki Location: St Martin of Tours Church 7963 S 116 th St, Franklin WI Date of Event: 11/23/25 – 7:00 pm to 12:00 am			
3.	Adjournment	Time:		

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/4/2025
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated October 17, 2025 through October 30, 2025 Nos. 204649 through Nos. 204813 in the amount of \$ 1,486,131.32. Also included in this listing are EFT Nos. 6260 through EFT Nos. 6272, Library vouchers totaling \$ 17,316.12 and Water Utility vouchers totaling \$ 276,069.68.

Early release disbursements dated October 17, 2025 through October 29, 2025 in the amount of \$ 1,112,552.83 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated October 31, 2025 is \$ 494,208.68, previously estimated at \$ 490,000. Payroll deductions dated October 31, 2025 are \$ 534,396.01, previously estimated at \$ 530,000.

The estimated payroll for November 14, 2025 is \$ 472,000 with estimated deductions and matching payments of \$ 271,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of October 30, 2025 in the amount of \$ 1,486,131.32
- Payroll dated October 31, 2025 in the amount of \$ 494,208.68 and payments of the various payroll deductions in the amount of \$ 534,396.01 plus City matching payments and
- Estimated payroll dated November 14, 2025 in the amount of \$ 472,000 and payments of the various payroll deductions in the amount of \$ 271,000, plus City matching payments.

ROLL CALL VOTE NEEDED