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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 SEPTEMBER 16, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
 - 1. A Proclamation in Recognition of Roger A. Buss.
 - 2. A Certificate of Recognition of George Webb Restaurant, Franklin, Wisconsin.
 - 3. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of September 2, 2025.
- D. Hearings – A proposal to amend the Future Land Use Map designation for the area approximately 20.18 acres designated as Office Use and Natural Resources to Mixed Use and Natural Resource. Generally located on the Northwest Corner of South 27th St. and West Drexel Ave., addressed as 2710 W. Drexel Ave., 1 & 2 Northwestern Mutual Way (TKN 786-9980-003), from Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features (Totaling Approximately 20.18 Acres) (Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners). This public hearing is being held pursuant to the requirements of Wis. Stat. §66.1001(4)(d). A map of the affected property, all application materials and the proposed ordinance are available at the Department of City Development at Franklin City Hall. The public is invited to attend the public hearing and to provide input. The proposed ordinance is subject to revisions following public hearing and the further consideration by the Plan Commission and the Common Council.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
 - 1. An Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for the Property Generally Located on the Northwest Corner of South 27th St. and West Drexel Ave., addressed as 2710 W. Drexel Ave., 1 & 2 Northwestern Mutual Way (TKN 786-9980-003), from Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features (Totaling Approximately 20.18 Acres) (Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners).
 - 2. A Resolution Conditionally Approving a Two-Lot Certified Survey Map, being a Part 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. Located on the Northwest Corner of South 27th St. and West Drexel Ave., addressed as 2710 W. Drexel Ave., 1 & 2 Northwestern Mutual Way (TKN 786-9980-003), from Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features (Totaling Approximately 20.18 Acres) (Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners).
3. Franklin Civic Celebrations Commission Report for the July 3-5, 2025 Civic Celebrations Event, Request for Spending Authority for 2026 and Summary of 2025 Activities.
 4. A Resolution conditionally approving a 2-lot certified survey map, being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Loomis & Ryan, Inc., Property Owner) (TKN 891-9013-000).
 5. A Resolution for Acceptance of the Utility Easements for Storm Water Facilities Maintenance Agreement, and Storm Water Management Access for Tsunami Car Wash, , 6449 S Whitnall Edge Road, TKN 705-8997-003.
 6. Request Common Council approval of Community Paramedic/Mobile Integrated Health Officer job description and associated Letter of Understanding with Franklin Professional Firefighters Local 2760.
 7. Request Common Council approval of a Letter of Understanding with Franklin Professional Firefighters Local 2760 regarding starting wages for the newly created position of Captain.
 8. A Resolution for Emergency Authorization to contract with Quality Flow Systems to replace pump at St. Martins Lift Station in lieu of the Public Bid Process with a not-to-exceed amount of \$156,680.00.
 9. A Resolution for emergency authorization to proceed with the emergency repairs of Pleasant View Reserve, Subdivision public improvements.
 10. An Ordinance to Amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budget for the Donations Fund to Provide Resources and Appropriations to Support the Ongoing Automated External Defibrillators (AED's) in the Parks Program.
 11. Presentation of the Mayor's 2026 Recommended Budget.
 12. An Ordinance to Amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budget for the General Fund to Carryforward \$5,737 of Unused 2024 for the Senior Citizen Activities Account.
 13. Potential Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Modine Manufacturing Company for the development of property located at 3303 West Oakwood Road, bearing Tax Key No. 951-9994-002, within Tax Incremental District No. 8. 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 a potential commercial/industrial/manufacturing/ development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including

the terms and provisions of a potential development agreement with Modine Manufacturing Company for the development of property located at 3303 West Oakwood Road, bearing Tax Key No. 951-9994-002, within Tax Incremental District No. 8, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

14. Reconsideration of and/or Amendment to A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for the Franklin High School, an Educational Facility Use, Upon Property Located at 8222 South 51st Street (Tax Key No. 807 9999 001) (Franklin Public Schools, Applicant/Property Owner). 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 litigation upon the Conditional Use for the Franklin High School Approval in which the City is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of September 16, 2025.

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

J. Adjournment.

*Notice is given that a majority of the Civic Celebration Commission may attend this meeting to gather information about an agenda item over which the Civic Celebration Commission has decision-making responsibility. This may constitute a meeting of the Civic Celebration Commission, per State ex rel. Badke v. Greendale Village Board, even though the Civic Celebration 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:

September 18	Plan Commission	6:00 p.m.
October 7	Common Council	6:30 p.m.
October 9	Plan Commission	6:00 p.m.
October 21	Common Council	6:30 p.m.
October 23	Plan Commission	6:00 p.m.

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City of Franklin Proclamation

A PROCLAMATION HONORING THE LIFE AND LEGACY OF ROGER A. BUSS

WHEREAS, Roger A. Buss, a cherished resident of Franklin, Wisconsin, passed away on August 2, 2025, at the age of 80, leaving behind a legacy of entrepreneurial success, community dedication, and artistic inspiration; and

WHEREAS, Roger spent his life building a business and serving the Franklin community with unwavering devotion and integrity; and

WHEREAS, in 1965, Roger co-founded Suburban Asphalt Company in Franklin, creating a thriving business that earned the respect and admiration of customers, employees, and friends across southeastern Wisconsin; and

WHEREAS, Roger's impact on Franklin's economic development is lasting and tangible, including his role in building Franklin Village, the city's first strip mall, which became a foundational piece of the city's commercial growth; and

WHEREAS, Roger dedicated five decades to the Franklin Lions Club with generosity and purpose, including volunteering at the St. Martin's Labor Day Fair, where his presence in the parking lot fundraising effort became a beloved tradition, and donating his time and funds to create new baseball diamonds; and

WHEREAS, his commitment to youth development was evident in his years as head basketball coach at Sacred Hearts grade school and his financial support of local athletic organizations such as the Croatian Eagles Soccer Club; and

WHEREAS, after a life-changing stroke at age 68 left him with paralysis and aphasia, Roger became a beacon of perseverance and positivity, learning to paint with his non-dominant hand and sharing his artistic creations with the public, inspiring many through his example of resilience and creativity; and

WHEREAS, Roger A. Buss leaves behind a legacy that will continue to uplift and inspire the citizens of Franklin for generations to come.

NOW, THEREFORE, BE IT RESOLVED, that I, John R. Nelson, Mayor of the City of Franklin, do hereby proclaim September 16, 2025, as ROGER A. BUSS DAY in the City of Franklin, in honor of his extraordinary life, his dedication to our city, and the example he set through his work, service, art, and perseverance.

Presented to the City of Franklin Common Council this 16th Day of September, 2025.




John R. Nelson, Mayor

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City of Franklin
Certificate

CERTIFICATE OF RECOGNITION

AWARDED TO

GEORGE WEBB
RESTAURANT

IN HONOR OF THE 45TH ANNIVERSARY
IN THE CITY OF FRANKLIN

This Certificate of Recognition is Awarded to George Webb Restaurant, for your Ongoing Commitment and Dedication including the Employment of Many Franklin Residents throughout the past 45 years, in the City of Franklin, Milwaukee County, Wisconsin, since 1979.

A great place for favored and preferred dining, and one of the homes for the two clocks, and the great giveaway of the hamburgers upon a Brewers' twelve straight games winning streak. Dine-in, Carry out, or delivery available. Appreciate the individuals and community gatherings in George Webb's and all the positive communications that occur while dining together on a great meal. Thank You George Webb's. Greatly Appreciated.

Presented to the City of Franklin Common Council this 16th day of September 2025.




John R. Nelson, Mayor

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
SEPTEMBER 2, 2025
MINUTES

- | | | |
|--|------|--|
| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on September 2, 2025, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts. |
| CITIZEN COMMENT | B. | Citizen comment period was opened at 6:32 p.m. and was closed at 7:18 p.m. |
| MINUTES
AUGUST 19, 2025 | C. | Alderwoman Eichmann moved to approve the minutes of the Common Council meeting of August 19, 2025, as presented. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. NO. 2025-8372
CONDITIONAL USE
FOR THE FRANKLIN
HIGH SCHOOL | G.1. | Alderwoman Day moved to adopt Resolution No. 2025-8372, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A CONDITIONAL USE FOR THE FRANKLIN HIGH SCHOOL, AN EDUCATIONAL FACILITY USE, UPON PROPERTY LOCATED AT 8222 S. 51 ST STREET (TKN 807-9999-001) (FRANKLIN PUBLIC SCHOOLS, APPLICANT/PROPERTY OWNER) with the following amendments to the Resolution of the conditional use approving access to High View Drive only for emergency vehicles and the tennis court lighting shall be shut off by dusk or 8:00 p.m., with the exception of school sponsored activities or tournaments. Seconded by Alderman Salous. On roll call, Alderman Peccarelli, Alderman Hasan, Alderwoman Day and Alderman Salous voted Aye; Alderwoman Eichmann and Alderman Craig voted No. Motion carried. |
| RES. NO. 2025-8373
CONSERVATION
EASEMENT
BOUNDARIES 8222 S
51 ST ST | G.2. | Alderwoman Eichmann moved to adopt Resolution No. 2025-8373, A RESOLUTION TO AMEND A CONSERVATION EASEMENT, PREVIOUSLY APPROVED BY RESOLUTION NO. 2013-0692, TO MODIFY EASEMENT BOUNDARIES TO 60 FEET UPON PROPERTY LOCATED AT 8222 S. 51 ST S. (TKN 807-9999-001) (FRANKLIN PUBLIC SCHOOLS, APPLICANT). Seconded by Alderman Hasan. On roll call, Alderman Craig, Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli voted Aye; Alderwoman Day and Alderman Salous voted No. Motion carried . |

Mayor Nelson called a recess at 9:36 p.m.
Mayor Nelson reconvened at 9:47 p.m.
Alderman Hasan returned at 9:48 p.m.

- | | | |
|--|------|--|
| STOP WORK ORDER-
5250 W SOUTH
COUNTY LINE ROAD | G.3. | Alderman Salous moved to remove the stop work order. Seconded by Alderman Hasan. On roll call, all vote Aye. Motion carried |
| RES. NO. 2025-8374
INSTALLATION OF
FENCE 8476 S
GOLDEN LAKE WAY | G.4. | Alderwoman Eichmann moved to adopt Resolution No. 2025-8374, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-FOOT STORM SEWER EASEMENT UPON LOT 2, IN SILVERWOOD HEIGHTS. (8476 S. GOLDEN LAKE WAY) (TKN 839-0097-000) (JOHN AND KRISTIN BRANDES, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES NO. 2025-8375
DEDICATION OF
OUTLOT 1 FOR
PUBLIC ROAD
PURPOSES | G.5. | Alderman Hasan moved to adopt Resolution No. 2025-8375, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE DEDICATION OF OUTLOT 1 OF THE RECORDED CERTIFIED SURVEY MAP NO. 9041 FOR PUBLIC ROAD PURPOSES INCLUDING ITS PUBLIC INFRASTRUCTURE WITH THE STREET NAME S. BALLPARK DRIVE, subject to technical corrections. Seconded by Alderman Salous. All voted Aye; motion carried. |
| RES. NO. 2025-8376
CHANGE ORDER FOR
2025 LOCAL STREET
IMPROVEMENT
PROGRAM | G.6. | Alderman Hasan moved to adopt Resolution No. 2025-8376, A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 1 FOR THE 2025 LOCAL STREET IMPROVEMENT PROGRAM TO PAYNE AND DOLAN, INC. TO INCREASE THE CONTRACT PRICE BY \$60,580.86. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| RES. NO. 2025-8377
STORM WATER
FACILITIES
MAINTENANCE
AGREEMENT FROM
SUKHJINDER SINGH | G.7. | Alderman Salous moved to adopt Resolution No. 2025-8377, A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM SUKHJINDER SINGH (10879 S. 76TH ST., TKN 894-9997-000), subject to corrections to the mortgage holder consent page. Seconded by Alderman Craig. All voted Aye; motion carried. |
| ORD NO. 2025-2697
AMEND "FORM OF
CITATION" OF THE
MUNICIPAL CODE | G.8. | Alderman Hasan moved to adopt Ordinance No. 2025-2697, AN ORDINANCE TO AMEND §1-20 C. "FORM OF CITATION" OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, TO ADDRESS THE NEW CITATION FORM TO BE USED IN PLACE OF THE FORM FROM THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION, BUREAU OF PUBLISHING AND DISTRIBUTION, WHICH IT IS NO LONGER PRODUCING. Seconded by Alderman Craig. All voted Aye; motion carried. |

POPULATION
ESTIMATE AS OF
JANUARY 1, 2025

- G.9. Alderman Hasan moved to place on file the Wisconsin Department. of Administration January 1, 2025 population estimate of 36,882. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION
CITY OF FRANKLIN v.
BPC MASTER
DEVELOPER, LLC AND
MICHAEL
ZIMMERMAN

- G.10. Alderman Craig moved to enter closed session at 11:36 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 *City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman*, Milwaukee County Circuit Court Case No. 24-CV-7479 litigation and/or possible litigation related to the 2024 shortfall payment under the TID 5 Development Agreement, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 12:02 a.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderwoman Day. All voted Aye; motion carried.

CLOSED SESSION
TID 8 REQUEST TO
ADJUST
GUARANTEED
ASSESSED VALUE
SCHEDULE

- G.11. Alderwoman Eichmann moved to enter closed session at 12:04 a.m., pursuant to Wis. Stat. §19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a TID 8 Developer request to adjust Guaranteed Assessed Value Schedule (2025-2040) to Tax Incremental District No. 8 Development Agreement between the City of Franklin and Oakwood Industrial LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 12:21 a.m., Alderwoman Day moved to direct staff to analyze the guaranteed valuation schedule as discussed in closed session. 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 September 2, 2025.

Grant 2024-25 New Operator License to Christy Mazurek & Samantha McManus;

Grant Temporary Class "B" Beer & "Class B" Wine License upon receipt of Bartender License to Hales Corners Chamber of Commerce, Rhiannon Gale, Taste Tour, Wehr Nature Center/Activities Room, 9701 W College Ave., 9/16/25; and

Grant Temporary Class "B Beer & "Class B" Wine License Upon Receipt of Bartender License to Franklin Public Library Foundation-An

Evening with Nick Petrie-4th Annual Fall Literary Fundraiser, Jennifer Loeffel, Franklin Public Library-9151 W Loomis Rd, 9/25/25.

Seconded by Alderman Craig. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of August 28, 2025 in the amount of \$2,052,969.97, and payroll dated August 22, 2025 in the amount of \$484,959.29 and payments of the various payroll deductions in the amount of \$541,203.32 plus City matching payments, and estimated payroll dated September 5, 2025 in the amount of \$478,000 and payments of the various payroll deductions in the amount of \$260,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Hasan moved to adjourn the meeting of the Common Council at 12:24 a.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

D,

NOTICE OF PUBLIC HEARING
CITY OF FRANKLIN
COMMON COUNCIL

HEARING DATE: Tues., Sept. 16, 2025, at 6:30 p.m.

PLACE: The Common Council Chambers at the Franklin City Hall, 9229 W. Loomis Rd., Franklin, WI 53132.

APPLICANT: Brian Konyn, (Northwestern Mutual Life Insurance, property owner).

PROPERTY: 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way, (TKN: 786 9980 003)

PROPOSAL: To amend the Future Land Use Map designation for the area approximately 20.18 acres designated as Office Use and Natural Resources to Mixed Use and Natural Resource.

PUBLIC HEARING INFORMATION

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

Dated: Aug. 8, 2025

Department of City Development
City of Franklin
(414) 425-4024
www.franklinwi.gov/planning
generalplanning@franklinwi.gov

N.B. Class I

Please publish: 09/10/2025

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/16/2025
REPORTS & RECOMMENDATIONS	<p>An Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for the Property Generally Located on the Northwest Corner of South 27th ST. and West Drexel Ave., Addressed as 2710 W. Drexel Ave., 1 & 2 Northwestern Mutual Way (TKN 786 9980 003), From Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features (Totaling Approximately 20.18 Acres)</p> <p>(Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners)</p>	<p>ITEM NUMBER</p> <p><i>M.I.</i></p> <p>Ald. Dist. 4</p>

(Item 1 of 2)

The applicant, Northwestern Mutual Life, is seeking approval of applications to allow for a future retail development on the Southeast corner of their existing lot.

The applications before the Council today are requests for a Comprehensive Master Plan Amendment (*this item*) and Certified Survey Map (*item 2 of 2*) to create a new parcel from a portion of their property which is undeveloped. A CMP Amendment will allow for a future change in the zoning and a Planned Unit Development for redevelopment of the southeast corner of their property at 27th and Drexel Ave.

At the August 7, 2025 regular meeting, the Plan Commission carried a motion to adopt a resolution recommending approval of this application for a Comprehensive Master Plan Amendment. WIS. STAT. § 66.1001(4)(B) requires that the Plan Commission make such a recommendation in order to proceed with CMP amendments. At that same meeting, the Plan Commission adopted a motion to recommend approval of the related Certified Survey Map.

The existing Future Land Use of these properties is “Office”, a narrow category of uses. Office uses are allowed in all business districts. The applicant is requesting to update the use to “Mixed Use” to allow for retail development.

Fiscal Impact: Not Applicable

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2025-_____, to amend the City of Franklin 2025

Comprehensive Master Plan to Change the Future Land Use Map for property generally located on the Northwest corner of South 27th ST. and West Drexel Ave., Addressed as 2710 W. Drexel Ave., 1 & 2 Northwestern Mutual Way (TKN 786 9980 003), From Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features (Totaling Approximately 20.18 Acres)
(Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners)

Department of City Development: MX

STATE OF WISCONSIN

CITY OF FRANKLIN
PLAN COMMISSION

MILWAUKEE COUNTY
[Draft 07-24-2025]

RESOLUTION NO. 2025-_____

A RESOLUTION RECOMMENDING THE ADOPTION OF AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR THE PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF SOUTH 27TH STREET AND WEST DREXEL AVE, ADDRESSED AS 2710 W. DREXEL AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY (TKN 786 9980 003), FROM OFFICE USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO MIXED USE AND AREAS OF NATURAL RESOURCE FEATURES (TOTALING APPROXIMATELY 20.18 ACRES) PURSUANT TO WIS. STAT. § 66.1001(4)(B)

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

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

WHEREAS, Brian Konyn, Northwestern Mutual Life Insurance has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for the property generally located on the northwest corner of South 27th Street and West Drexel Avenue, addressed as 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003), from Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features Use; and more particularly described as follows:

Lot 1, in Certified Survey Map No. _____, being a part of Parcel 1, Certified Survey Map No. 7389, being in the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence South 88° 00' 24" West along the South line of said 1/4 Section a distance of 152.80 feet to a point; thence North 01° 59' 36" West 65.00 feet to a point in the North line of Drexel Avenue and the point of beginning of lands to be described: thence South 88° 00' 24" West along said North line 451.36 feet to a point; thence Northwesterly along an arc of a curve to the right with an arc length of 48.14 feet, whose radius is 30.00 feet and whose chord bears North 46° 01' 04" West 43.14 feet to a point; thence North 00° 02' 45" West 97.10 feet to a point; thence Northwesterly along an arc of a curve to the left with an arc length of 357.37 feet, whose radius is 475.00 feet and whose

chord bears North 21° 35' 44" West 349.00 feet to a point; thence North 43° 08' 56" West 425.37 feet to a point; thence North 41° 12' 13" West 80.21 feet to a point; thence North 30° 52' 34" West 88.10 feet to a point; thence North 44° 43' 13" East 85.81 feet to a point; thence Northeasterly along an arc of a curve to the left with an arc length of 106.87 feet, whose radius is 151.25 feet and whose chord bears North 64° 53' 29" East 104.66 feet to a point; thence North 45° 05' 01" East 53.24 feet to a point; thence South 45° 02' 30" East 165.89 feet to a point; thence North 44° 57' 30" East 467.88 feet to a point; thence North 89° 57' 30" East 407.80 feet to a point in the West line of South 27th Street; thence South 00° 02' 30" East along said West line 183.93 feet to a point; thence North 89° 57' 30" East along said West line 5.00 feet to a point; thence South 00° 02' 30" East along said West line 176.22 feet to a point; thence North 89° 57' 30" East along said West line 15.50 feet to a point; thence South 00° 02' 30" East along said West line 393.48 feet to a point; thence South 04° 32' 22" West along said West line 168.40 feet to a point; thence South 00° 01' 45" East along said West line 229.74 feet to a point; thence South 32° 50' 46" West along said West line 104.83 feet to the point of beginning; and

WHEREAS, the Plan Commission having determined that the proposed amendment, in form and content as presented to the Commission on _____, 20__, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the 2025 Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the application for and the proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for the property generally located on the northwest corner of South 27th Street and West Drexel Avenue, addressed as 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003), from Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features Use, be and the same is hereby recommended for adoption and incorporation into the 2025 Comprehensive Master Plan by the Common Council.

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

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

APPROVED:

John R. Nelson, Chairman

ATTEST:

RESOLUTION NO. 2025 - _____

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Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION



E.1

Meeting of August 7, 2025

CMP Amendment and Certified Survey Map

RECOMMENDATION: Staff recommends approval of the applications for a Certified Survey Map, and a Comprehensive Master Plan Amendment. Recommended Conditions of Approval are provided in the draft Resolution(s).

Project Name:	Costco CSM
Property Owner:	Northwestern Mutual Life Insurance
Applicant:	Brian Konyn, Northwestern Mutual Life Insurance
Property Address/Tax Key Number:	2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way, 786 9980 003
Aldermanic District:	District 4
Agent:	Brian Konyn
Zoning District:	BP Business Park & OL-1, Office Overlay District (at time of submittals)
Use of Surrounding Properties:	Oak Creek – Business / Vacant (east) Office (north and west) Mixed Use and Multifamily (south)
Application Request:	Comprehensive Master Plan Amendment, Certified Survey Map (CSM)
Staff Planner:	Marion Ecks, AICP

The applications before the Commission today are requests for a two-lot Certified Survey Map (CSM), and for a Comprehensive Master Plan (CMP) Amendment. The applicant, Northwestern Mutual Life Insurance, is seeking approval of a CSM to create a new parcel from a portion of the property which is undeveloped. A CMP Amendment will allow for a future change in the zoning and a Planned Unit Development for redevelopment of the southeast corner of their property at 27th and Drexel Ave.

PROJECT ANALYSIS

Approval of the full development requires a Certified Survey Map, Comprehensive Master Plan Amendment, Rezoning / Planned Unit Development (PUD), and Site Plan. The entire property is currently owned by Northwestern Mutual Life Insurance. The proposed Lot 1 does not have buildings on it.

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.

Comprehensive Master Plan Amendment and CSM

The City of Franklin 2025 Comprehensive Master Plan designates this property as “Office” with

areas of “Natural Resources”. The Natural Resource designation is not intended to preclude development, but to note the presence and importance of natural resources on the property. The Office designation only permits office uses. In order to revise the zoning at this location, the Comprehensive Master Plan must also be updated to allow for commercial uses. There are properties immediately adjacent to these lands that have Mixed Use future land 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. All areas include natural resource future land use.

Planning recommends that the new Lot 1 also receive the designation of Mixed Use, to allow for rezoning to B-MU Mixed Use and an accompanying PUD.

The proposed CSM complies with the requirements of the B-MU zoning district and allows adequate access to the site. The applicant will need to either provide or revise conservation easements, landscape bufferyard easements, and cross access easements. The location of these easements will depend on the development plans, so staff recommends they be a requirement of a future Site Plan.

In addition, the land division will affect the Northwestern Mutual Life campus layout. NML will need to request a revision to their approved Site Plan to account for changes to parking and landscaping.

Future Development

Plan Commission materials include conceptual site plans for the proposed Costco commercial building, gas station, and related parking and landscaping. For full development of the site, the applicants must submit a Site Plan application for Plan Commission approval of final project designs. Due to site constraints, and some of the requirements of the Costco standardized buildings, the proposed development will not conform to the standards of the B-MU Mixed Use district. As a result, they will be requesting a Planned Unit Development (similar to the Planned Development Districts in the 1998 Unified Development Ordinance), with modifications to the B-MU standards. The Site Plan will have to comply with the terms of the PUD.

These items will be submitted pending approval of the Comprehensive Master Plan Amendment, which will allow for the zoning of this property to be changed to include commercial uses.

Staff notes the presence of wetlands on the newly created parcel. The applicant expects that these will be determined to be artificial by the WI Department of Natural Resources. The natural resource protection standards of UDO Part 7 will apply to future applications.

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 recommends the following additional conditions based on review of these applications for compliance with the Unified Development Ordinance:

Certified Survey Map:

- Northwestern Mutual Life must update their Site Plan.

CMP Amendment: None.

Staff recommends approval of the applications, subject to conditions in the draft legislative documents.

Exhibits:

- Applicant Exhibits

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 07-24-2025]

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN
2025 FUTURE LAND USE MAP FOR
THE PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF
SOUTH 27TH STREET AND WEST DREXEL AVE, ADDRESSED AS 2710 W. DREXEL
AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY (TKN 786 9980 003), FROM
OFFICE USE AND AREAS OF NATURAL RESOURCE FEATURES USE
TO MIXED USE AND AREAS OF NATURAL RESOURCE FEATURES
(TOTALING APPROXIMATELY 20.18 ACRES)
(BRIAN KONYN, NORTHWESTERN MUTUAL LIFE INSURANCE)
(NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS)

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

WHEREAS, Brian Konyn, Northwestern Mutual Life Insurance has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for the property generally located on the northwest corner of South 27th Street and West Drexel Avenue, addressed as 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003), from Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features Use; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on _____, 2025, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for the property generally located on the northwest corner of South 27th Street and West Drexel Avenue, addressed as 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003), from Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features Use; and

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

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the City of Franklin 2025 Future Land Use Map designation for the property generally located on the northwest corner of South 27th Street and West Drexel Avenue, addressed as 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003),

from Office Use and Areas of Natural Resource Features Use to Mixed Use and Areas of Natural Resource Features Use. Such property is more particularly described within Resolution No. 2025 ____ of even-date herewith.

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

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, by Alderman _____.

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2025.

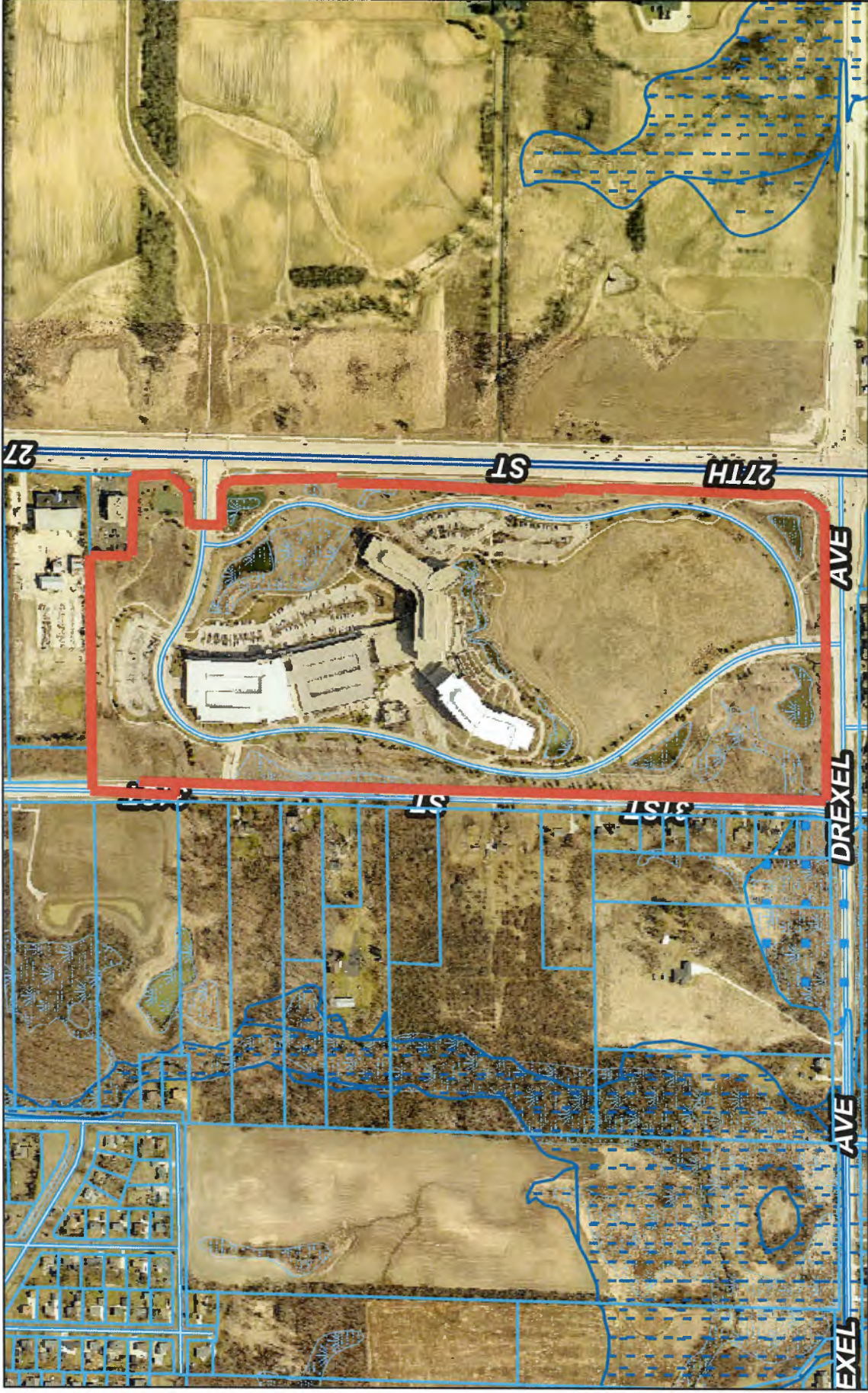
APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____



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 Misc Reg Planning Comm, SEWRPC, Maxar



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

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July 28, 2025

Marion Ecks
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

SUBJECT: Costco Wholesale- Franklin, WI

Dear Marion:

Per your email on 7/17/2025, we are enclosing 12 paper copies of the application materials for the Certified Survey Map (CSM) and Comprehensive Master Plan Amendment (CMP) Applications for the Costco Wholesale project to be located at the corner of West Drexel Ave and South 27th Street.

These items have also been emailed to the City on 7/28/25 to complete the electronic copy requirement outlined in the 7/17 email to the applicants. As discussed on the phone last week, an overall site plan has been included in this submittal. The site plan packages will be formally submitted separately under the Site Plan Application.

Items within this submittal are as follows (12 Copies of Each):

Certified Survey Map:

- Application Form
- Project Narrative
- Certified Survey Map
- Legal Description
 - Of Full Parcel
 - Of Lot to be Created
- Natural Resource Protection Plan

Comprehensive Master Plan Amendment:

- Application Form
- Legal Description
- Project Narrative
- Overall Site Development Plan

Sincerely,

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

Ben Langemeier, PE
Project Manager

Project Description – 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.

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 during the 2026 Construction Schedule. And opening in late 2026.



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

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July 28th, 2025

City of Franklin – Department of City Development
9229 W. Loomis Road
Franklin, Wisconsin 53132

SUBJECT: Department of City Development– Staff Review Response Letter

Dear Marion Ecks:

This letter is in response to the review comments received July 17, 2025, regarding the review of the Costco Wholesale Development's Certified Survey Map (CSM) and Comprehensive Master Plan Amendment (CMP) Applications. This letter is formatted to follow the comment letter and addresses each *comment*.

Comprehensive Master Plan Amendment:

1. The City of Franklin 2025 Comprehensive Master Plan designates the property as "Office." This narrowly-tailored land use limits the utility of the area while not offering opportunities for less-intense mixed or residential uses. Office uses are allowed in all commercial zoning districts including B-MU zoning.
GRAEF RESPONSE: Noted.
2. Landscape bufferyards are required on property lines adjacent to parcels with different zoning. They must be recorded by separate document subject to Common Council approval; the template for this is attached. These easements will be required at the time of a Site Plan.
GRAEF RESPONSE: Noted. This will be addressed at the time of Site Plan Applications.

Certified Survey Map:

3. Milwaukee County Register of Deeds comments are attached.
GRAEF RESPONSE: Comments have been addressed on Resubmitted CSM.
4. A Site Plan Amendment for the Northwestern Mutual Life site must be submitted to update parking counts and site configuration to account for the CSM. I have attached the relevant application form.
GRAEF RESPONSE: Noted. Site Plan Amendment for NM will be submitted at a later date once Parcel is created.
5. Conservation Easements will be required at the time of a Site Plan. The template for this is attached.
GRAEF RESPONSE: Noted.

6. Are any revisions to existing conservation easements proposed? (for example, Wetland W-5 or W-6?)
GRAEF RESPONSE: No impacts to existing conservation easements are anticipated with Costco's development. All easements are remaining on NM's property.
7. Cross access easements must be provided between all development lots. These may be privately recorded. These easements will be required at the time of a Site Plan.
GRAEF RESPONSE: Noted.
- a. NRPP
 - A. What is the date of the wetland delineation? Note that delineations may not be older than 5 years.
GRAEF RESPONSE: Wetland Delineation on Costco's site was performed in 2025. A WDNR Concurrence was issued. An Artificial Exemption is in progress and expected in the next couple of weeks. See item I within the NRPP.
 - B. No additional comments at this time on the Natural Resource Protection Plan. A review against development plans will occur upon submittal of a Site Plan. Impacts to natural resources beyond the standards of UDO Part 7 may require a Natural Resource Special Exception (NRSE).
GRAEF RESPONSE: Noted.

Site Plan / PDD Concept

8. Full site plan review will be required at the time of development. Please let staff know if you have questions about any specific aspect of the Site Plan approval process.
GRAEF RESPONSE: Noted. We are in the process of preparing the Site Plan and PDD submittals and will provide the applicable applications and materials at that time. This submittal is for the CSM and CMP applications
9. Upon further review, we have concerns about the use of metal panels in the design. We recommend looking to some nearby examples for materials; please see comments from John Regetz:
 - a. Pewaukee – is good, they use white-block-accent-panels;
 - b. Pleasant Prairie – Very nice, they use the beige-stone-columns and textured-concrete-accent-panels;
 - c. Grafton - Very nice, they use the beige-block-columns and textured-concrete-panels;

- d. Middleton - Very nice, they use the beige-stone-columns and textured-concrete-accent-panels.

GRAEF RESPONSE: Noted. Revised Architecture will be submitted separately.

Engineering Department Comments (CSM):

- The wetland delineation report has expired, new delineation required
GRAEF RESPONSE: See response to item 7(a) above.
- Add legend to CSM
GRAEF RESPONSE: See page 1 for legend information
- Show wetland buffers, 20' and 30'
GRAEF RESPONSE: Further conversations between NM, RA Smith and the City will be needed regarding this comment. CSM will be reflected to address the outcome of that meeting.
- Show watermain easement on CSM
GRAEF RESPONSE: The proposed watermain layout is in progress at this time. Watermain easements will be accounted for in a separate submittal when the public water main layout is finalized.

General

Please let us know what to do with the checks provided with the initial application submittal in the incorrect amount. Should we destroy them or send them back to you?

- Check No. 141545 in the amount of \$1,500 for the CSM
- Check No. 141546 in the amount of \$125 for the CMP Amendment

GRAEF RESPONSE: Checks were picked up at City Hall by GRAEF and destroyed. Correct fees were paid via credit card.



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Recommended Conditions of Approval

Note that all resolutions and ordinances are drafted with a standard set of condition relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Staff may recommend additional conditions based on review of these applications for compliance with the Unified Development Ordinance.

GRAEF RESPONSE: Noted.

Please let me know should you have any further questions.

Sincerely,

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

Benjamin Langemeier, P.E.
Project Manager



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

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July 3, 2025

City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

SUBJECT: Natural Resources Protection Plan (NRPP) for Costco - Franklin

To whom it may concern:

GRAEF was retained by Costco Wholesale to complete site development plans for the area located at 1 Northwestern Mutual Way in Franklin, Wisconsin (Subject Property). As part of Franklin's required planning efforts, onsite natural resources were identified and mapped, and a NRPP was created. The NRPP, including write-up, tables, and figures, are attached to this letter for review and approval.

For questions or comments regarding the NRPP, please use the contact information listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Linton".

Alexander J. Linton
Environmental/Wetland Scientist
Alex.Linton@graef-usa.com
(414) 266-9030

Enclosures

NRPP Write Up

Table 15-3.0502
Table 15.3.0503
Table 15.3.0505
Table 1: Existing Resources and Acreages

Figure 1: Site Boundary
Figure 2: Easements and Neighboring Property Boundaries
Figure 3: Existing Natural Resources
Figure 4: Disturbed Natural Resource Features
Figure 5: Elevations

Natural Resources Protection Plan

- A. Proposed Name: Costco – Franklin
- B. Location: 1 Northwestern Mutual Way, Franklin, Wisconsin (Subject Property)
- C. Contact Information
 - a. Stephen Cross
1955 Raymond Drive, Suite 119
Northbrook, IL 60062
Cell: (847) 208-8595
Office: (847) 498-0800
Email: c_stephencross@costco.com
- D. Date of Submittal: June 30, 2025
- E. Site Boundary: See Figure 1
- F. Lot Lines, Right-of-Way Lines, and Easements: See Figure 2
- G. Existing Streets: Streets names and locations identified on each figure map
- H. Easements and Neighboring Property Boundaries: One water easement is located within the Subject Property. See Figure 3 for specific location.
- I. Location and Extent of Existing Natural Resource Features: Mapped natural resource features within the Subject Property include six wetlands and two stormwater ponds. See Table 1 and Figure 4 for specific locations and acreages.

Note: all existing natural resource features within the Subject Property are manmade and artificial as the anticipated future land use of the Subject Property was and is for 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 a construction staging areas (visible in historic aerial photos until 2012). Approved artificial determinations for the wetlands are currently being reviewed and are anticipated through the Wisconsin Department of Natural Resources (WDNR). Ponds within the Subject Property are manmade for stormwater collection. Trees within the Subject Property are landscape trees, and do not meet the criteria for either young or mature woodlots.
- J. Disturbed and Preserved Natural Resource Features: See Table 1 (below) and Figure 5 for specific locations and acreages.

Note: Mitigative measures and preservation areas for impacted natural resource features are not anticipated as all natural resource features within the Subject Property are manmade, artificial, and landscaped.
- K. Maximum Sheet Size of "Natural Resource Protection Plan": Based on maximum sheet sizes for applicable plats, plans, and maps.
- L. Site Intensity and Capacity Calculations: See Tables 15-3.0502, 15-3.0503, and 15-3.0505 (below).

TABLE 15-3.0502

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

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	20.18 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights- of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	N/A
STEP 4:	In the case of "Site Intensity and Capacity Calculations" for a pro- posed residential use, subtract (-) the land proposed for non-residential uses; or In the case of "Site Intensity and Capacity Calculations" for a pro- posed nonresidential use, subtract (-) the land proposed for residential uses.	N/A
STEP 5:	Equals "Base Site Area"	20.18 acres

TABLE 15-3.0503

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	Acres of Land to be Preserved	Acres of Land to be Impacted	Acres of Land to be Mitigated
	Agricultural District	Residential District	Non-Residential District				
Steep Slopes							
10-19%	0%	60%	40%	0.000	0.000	0.000	-
20-30%	65%	75%	70%	0.000	0.000	0.000	-
30%+	90%	85%	80%	0.000	0.000	0.000	-
Woodlands & Forest							
Mature Woodland Grove	70%	70%	70%	0.000	0.000	0.000	-
Young Woodland Grove	50%	50%	50%	0.000	0.000	0.000	-
Lake & Ponds	100%	100%	100%	0.67	0.000	0.67	0.67
Streams	100%	100%	100%	0.000	0.000	0.000	-
Shore Buffer	100%	100%	100%	0.000	0.000	0.000	-
Floodplain/Floodlands	100%	100%	100%	0.000	0.000	0.000	-
Wetland Setback	100%	100%	100%	2.27	0.78	1.49	1.49
Wetland Buffers	100%	100%	100%	3.39	1.14	2.25	2.25
Wetlands & Shoreland wetlands	100%	100%	100%	0.95	0.33	0.62	0.62
Total Resource Protection Land (Total Acres of Land in Resource Required to be Protected)				=	4.39* acres		

*Note: All ponds and wetlands onsite are artificially created. See Item I above for detailed information

TABLE 15.3-0505

STEP 1:	CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE: Take Base Site Area (from Step 5 in Table 15-3.0502): 20.18 Multiple by Minimum Landscape Surface Ratio (LSR) (see specific zoning district LSR standard): X 0.10 Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =	2.018 acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA: Take Base Site Area (from Step 5 in Table 15-3.0502): 20.18 Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required Landscape Surface (from Step 1 above), whichever is greater: 2.018 Equals NET BUILDABLE SITE AREA =	18.162 acres
STEP 3:	CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE: Take Net Buildable Site Area (from Step 2 above): 18.162 Multiple by Maximum Net Floor Area Ratio (NFAR) (see specific nonresidential zoning district NFAR standard): X 0.70 Equals MAXIMUM NET FLOOR AREA YIELD OF SITE =	12.71 acres
STEP 4:	CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE: Take Base Site Area (from Step 5 of Table 15-3.0502): 20.18 Multiple by Maximum Gross Floor Area Ratio (GFAR) (see specific nonresidential zoning district GFAR standard): 0.70 Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE =	12.71 acres
STEP 5:	DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE: Take the lowest of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above):	12.71 acres
	Multiple results by 43,560 for maximum floor area in square feet	553,647 square feet

TABLE 1: Existing Resources and Acreages

Existing Resource	Total Acres	Acres Impacted	Acres Not Impacted
Wetland One	0.23	0.03	0.2
Wetland One Buffer	1.59	0.84	0.75
Wetland One Setback	1.42	0.92	0.5
Wetland Two	0.29	0.16	0.13
Wetland Two Buffer	See Wetland One	See Wetland One	See Wetland One
Wetland Two Setback	See Wetland One	See Wetland One	See Wetland One
Wetland Three	0.19	0.19	0
Wetland Three Buffer	0.55	0.53	0.02
Wetland Three Setback	See Wetland One	See Wetland One	See Wetland One
Wetland Four	0.08	0.08	0
Wetland Four Buffer	0.26	0.26	0
Wetland Four Setback	0.24	0.24	0
Wetland Five	0.11	0.11	0
Wetland Five Buffer	0.99	0.62	0.37
Wetland Five Setback	0.61	0.33	0.28
Wetland Six	0.05	0.05	0
Wetland Six Buffer	See Wetland Five	See Wetland Five	See Wetland Five
Wetland Six Setback	See Wetland Five	See Wetland Five	See Wetland Five
Pond One	0.06	0.06	0
Pond Two	0.61	0.61	0

**Note: All ponds and wetlands onsite are artificially created. See Item I above for detailed information.*

Figure 1

Site Boundary



Legend

- Site Boundary
- Parcels

**Site Area
20.2 Ac**

S 31ST ST

S 31ST ST

S 27TH ST

241

S 27TH ST

241

W DREXEL AVE

W DREXEL AVE

NORTHWESTERN MUTUAL WAY

NORTHWESTERN MUTUAL WAY



SITE BOUNDARY

COSTCO FRANKLIN

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

FIGURE 1

Gräef

City of Franklin 7/2/2024 11:11 AM

Figure 2

Easements and Neighboring Property Boundaries



Figure 3

Existing Natural Resource Features



Figure 4

Disturbed Natural Resource Features

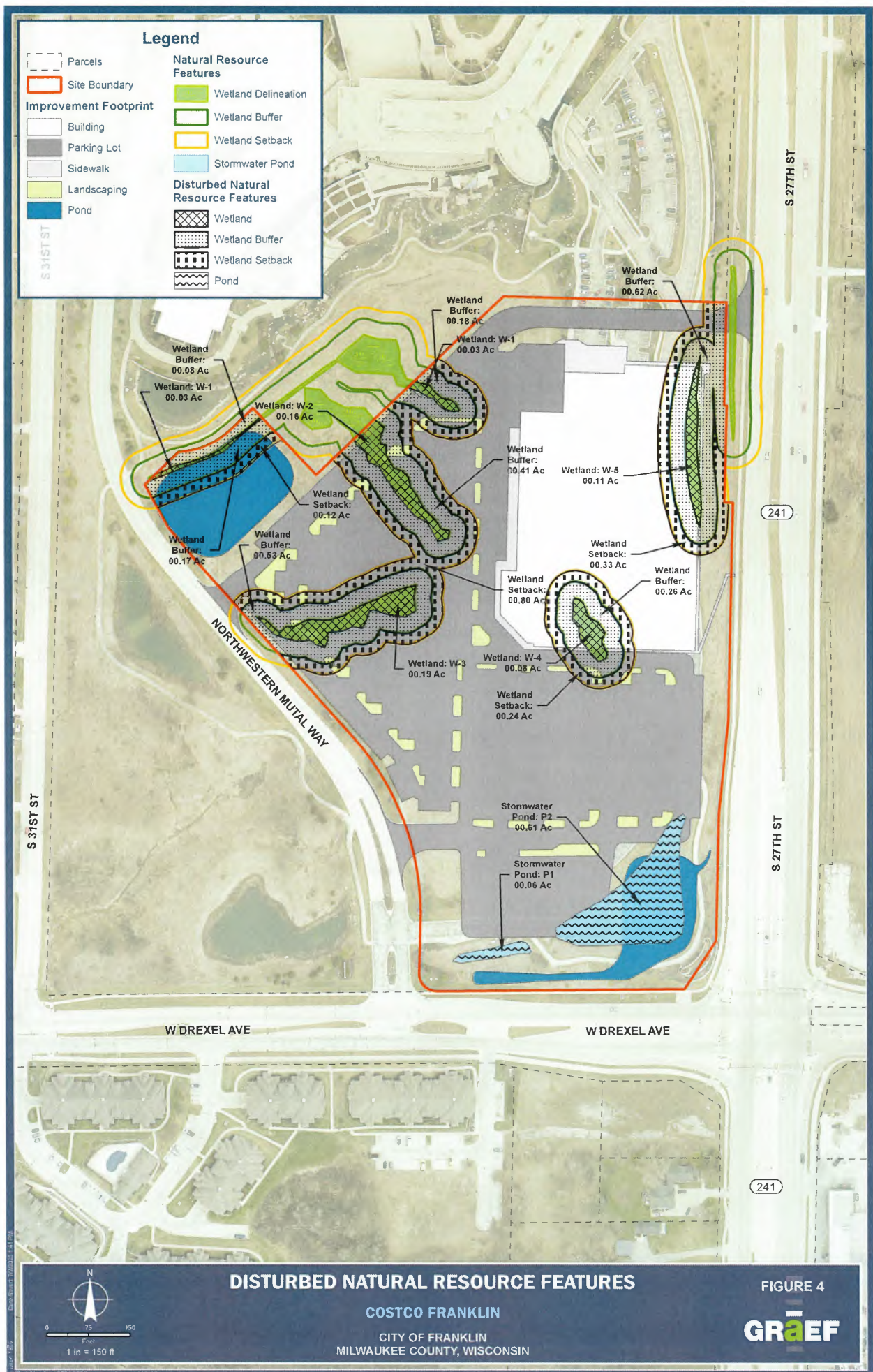


Figure 5

Existing and Proposed Contours

Legend

- Site Boundary
- Existing Contours
- Proposed Contours



EXISTING & PROPOSED CONTOURS

COSTCO FRANKLIN

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

FIGURE 5

GRAEF

CERTIFIED SURVEY MAP NO. _____

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.

All dimensions shown are measured to the nearest hundredth of a foot.

Bearings are referenced to the East line of the SE 1/4 of Section 12, T5N, R21E, which bears N00°02'30"W. Wisconsin State Plane Coordinate System, South Zone (NAD 27) April 2002 datum.

See sheets 2 & 3 for Lot details

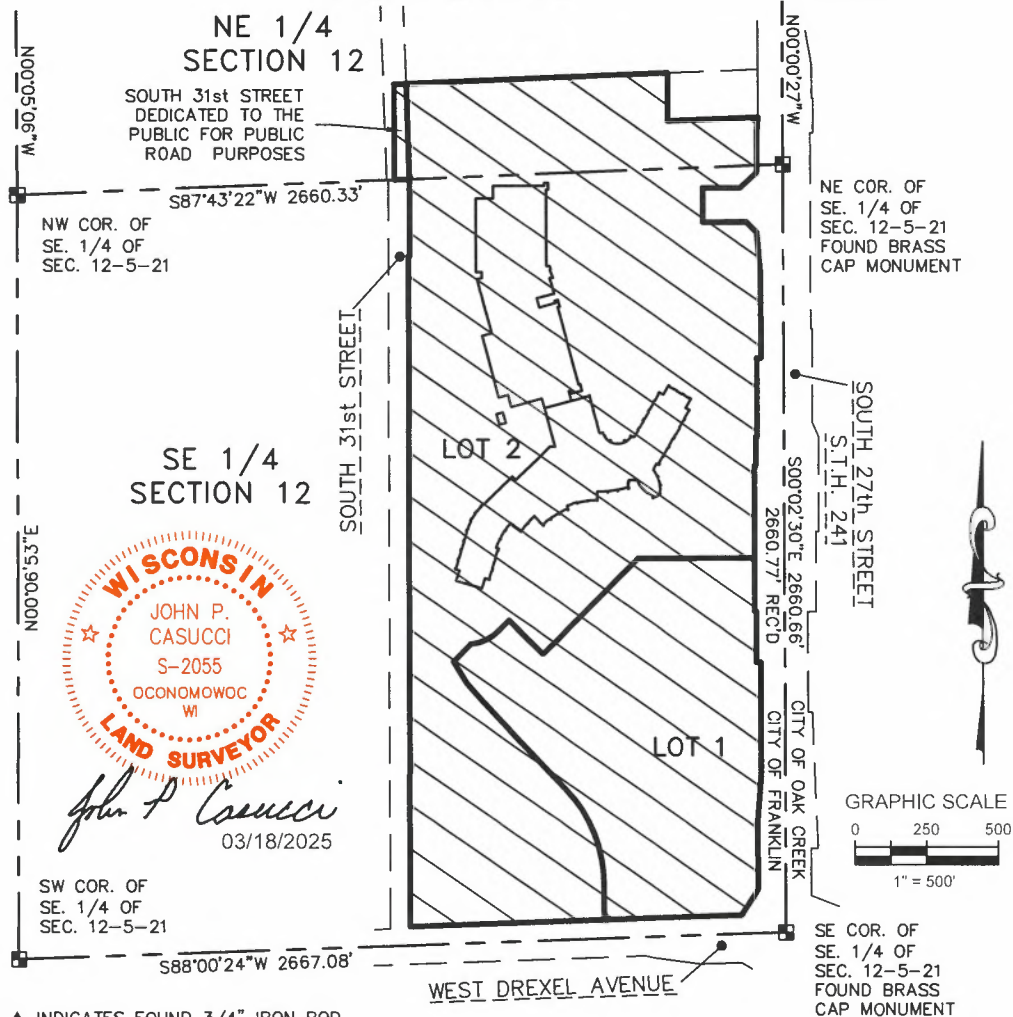
See sheets 4 thru 7 for wetland details

See sheets 7 thru 13 for Conservation area details

See sheet 14 for existing easements

LOCATION MAP

NORTHEAST & SOUTHEAST 1/4
OF SECTION 12, T5N, R21E



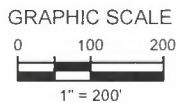
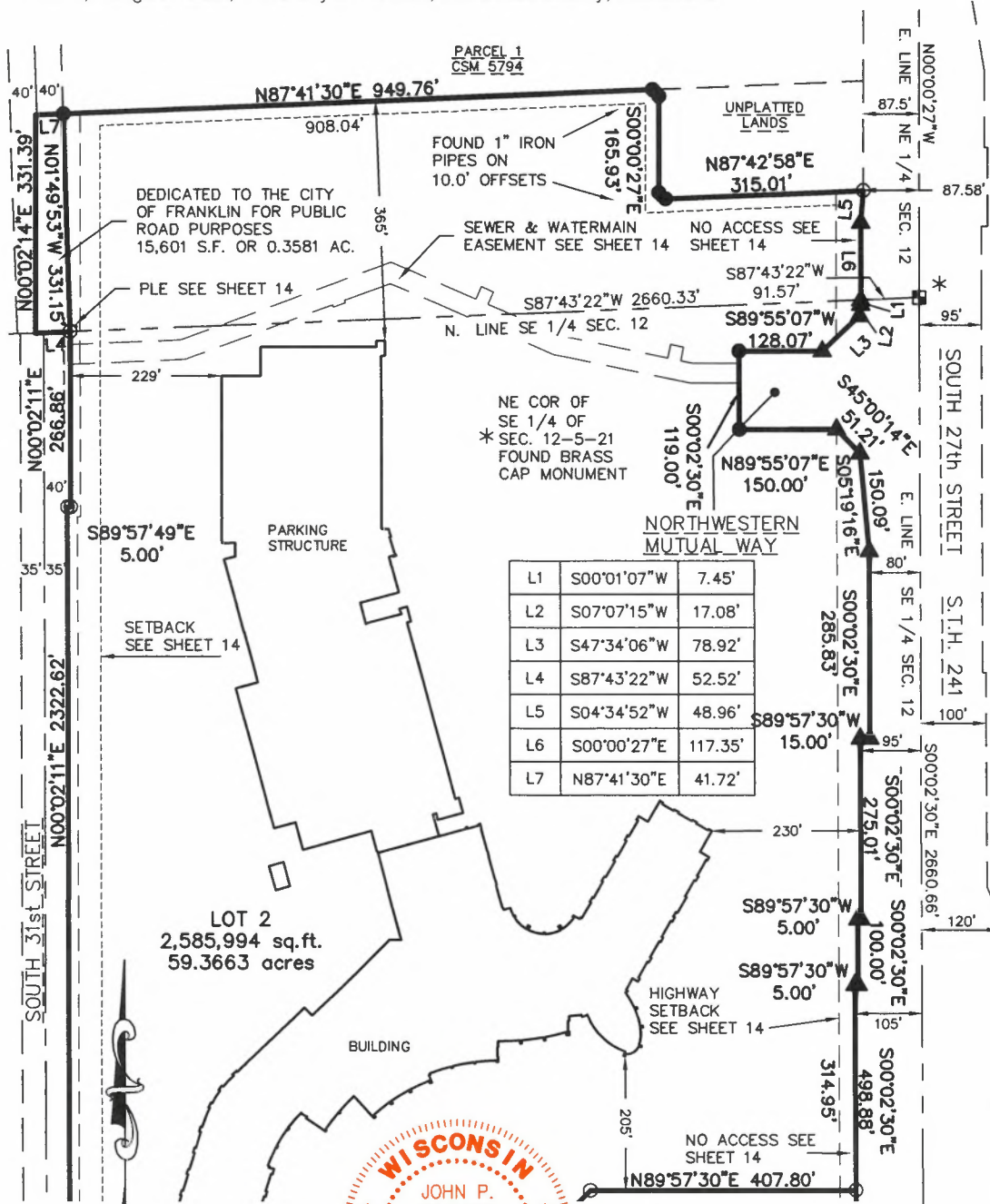
- ▲ INDICATES FOUND 3/4" IRON ROD
- INDICATES FOUND 1" IRON PIPE
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

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.

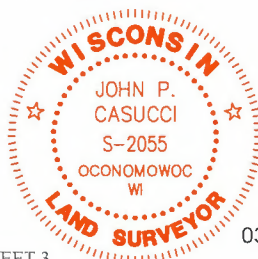
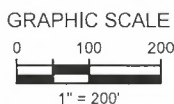


John P. Casucci
03/18/2025

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

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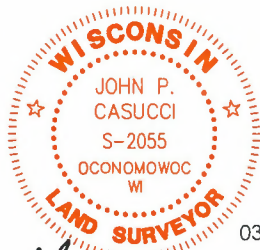
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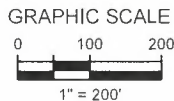
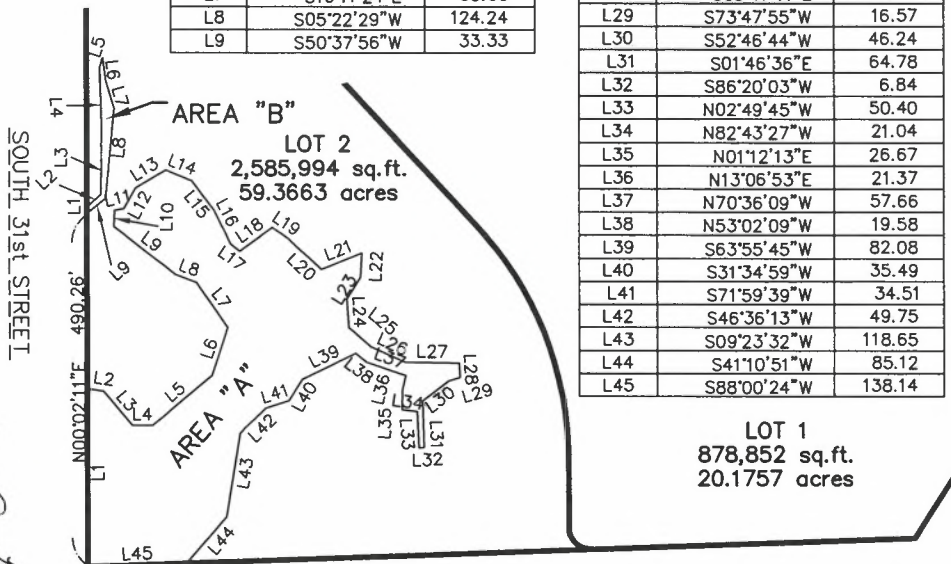
03/18/2025

LINE TABLE
WETLAND AREA "B"

LINE	BEARING	LENGTH
L1	N00°02'11"E	9.34
L2	N47°47'33"E	26.50
L3	N00°29'46"E	94.59
L4	N01°29'18"W	79.77
L5	N17°07'26"E	14.01
L6	S07°01'22"E	32.76
L7	S16°11'24"E	39.06
L8	S05°22'29"W	124.24
L9	S50°37'56"W	33.33

LINE TABLE
WETLAND AREA "A"

LINE	BEARING	LENGTH
L1	N00°02'11"E	247.71
L2	S81°40'09"E	22.41
L3	S39°49'37"E	62.88
L4	S89°43'51"E	28.35
L5	N49°59'58"E	109.02
L6	N18°08'23"E	69.62
L7	N34°25'41"W	76.76
L8	N69°50'31"W	31.64
L9	N52°10'05"W	108.21
L10	N02°28'40"E	21.92
L11	N77°18'10"E	13.09
L12	N29°06'44"E	32.59
L13	N59°22'21"E	49.17
L14	S67°46'19"E	40.07
L15	S37°18'27"E	50.46
L16	S26°36'09"E	52.26
L17	S51°52'54"E	16.51
L18	N54°46'23"E	56.32
L19	S56°00'23"E	26.78
L20	S46°57'27"E	62.40
L21	N68°14'16"E	61.01
L22	S03°31'25"W	33.42
L23	S31°37'05"W	36.14
L24	S03°40'27"E	39.95
L25	S50°02'30"E	40.27
L26	S65°24'15"E	51.93
L27	S89°05'18"E	75.29
L28	S03°47'11"E	20.39
L29	S73°47'55"W	16.57
L30	S52°46'44"W	46.24
L31	S01°46'36"E	64.78
L32	S86°20'03"W	6.84
L33	N02°49'45"W	50.40
L34	N82°43'27"W	21.04
L35	N01°12'13"E	26.67
L36	N13°06'53"E	21.37
L37	N70°36'09"W	57.66
L38	N53°02'09"W	19.58
L39	S63°55'45"W	82.08
L40	S31°34'59"W	35.49
L41	S71°59'39"W	34.51
L42	S46°36'13"W	49.75
L43	S09°23'32"W	118.65
L44	S41°10'51"W	85.12
L45	S88°00'24"W	138.14



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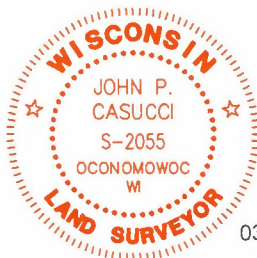
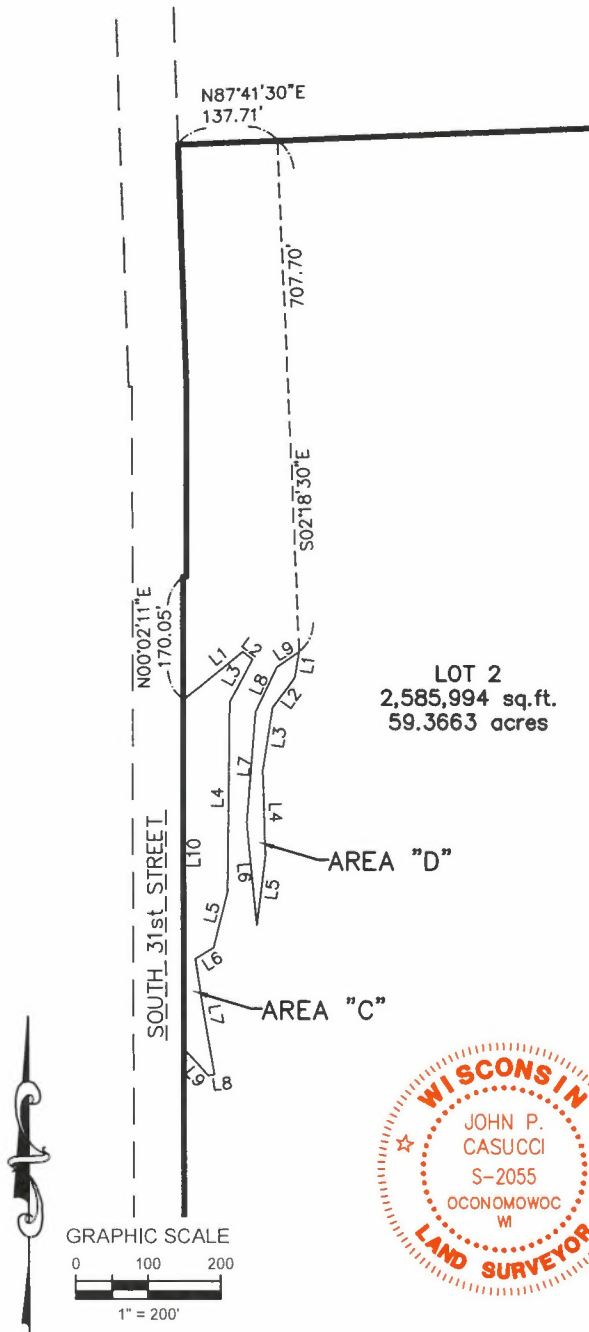
Wetlands delineated by Cedarburg science, LLC, on
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LINE TABLE
WETLAND AREA "C"

LINE	BEARING	LENGTH
L1	N51°05'32"E	105.89
L2	S52°30'46"E	17.44
L3	S28°39'44"W	67.22
L4	S00°46'35"W	261.57
L5	S14°21'05"W	79.64
L6	S57°17'26"W	29.96
L7	S08°56'30"E	163.72
L8	S83°30'06"W	8.75
L9	N41°01'56"W	49.60
L10	N00°02'11"E	483.28

LINE TABLE
WETLAND AREA "D"

LINE	BEARING	LENGTH
L1	S09°36'34"W	36.10
L2	S36°34'00"W	51.45
L3	S09°23'27"W	87.12
L4	S01°39'43"E	118.67
L5	S07°12'28"W	97.38
L6	N05°24'57"W	143.77
L7	N04°46'54"E	153.16
L8	N25°40'27"E	68.63
L9	N56°19'27"E	36.93



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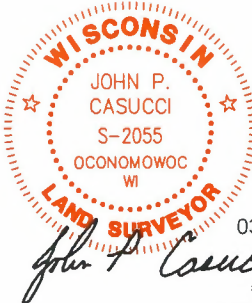
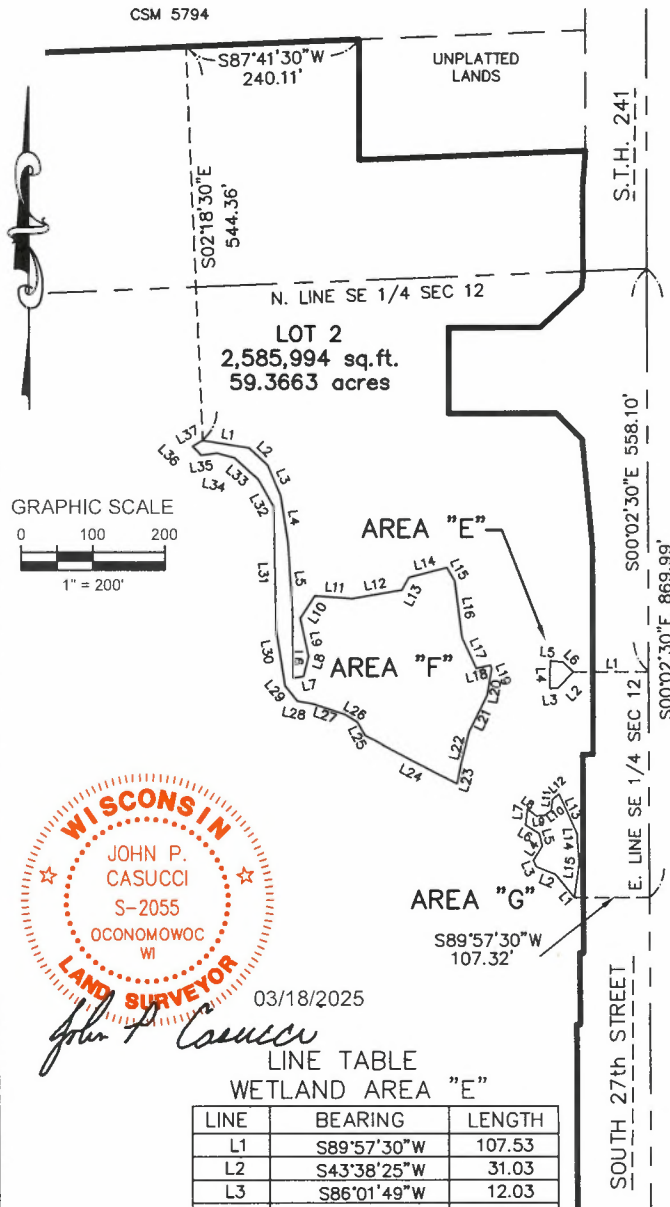
Wetlands delineated by Cedarburg science, LLC, on February 27, 2002
per Certified Survey Map No. 7389.

LINE TABLE
WETLAND AREA "F"

LINE	BEARING	LENGTH
L1	S80°33'58"E	64.62
L2	S47°47'18"E	35.16
L3	S22°23'57"E	45.53
L4	S08°43'41"E	67.83
L5	S03°33'48"E	97.69
L6	S00°11'50"E	88.31
L7	N80°17'14"E	14.61
L8	N15°08'00"E	28.62
L9	N12°28'30"W	54.18
L10	N33°30'20"E	37.10
L11	S85°39'03"E	52.11
L12	N80°17'16"E	69.09
L13	N29°04'21"E	20.31
L14	N75°53'43"E	53.93
L15	S30°59'58"E	21.07
L16	S06°53'13"E	79.47
L17	S24°23'07"E	46.38
L18	N77°22'08"E	20.31
L19	S20°11'15"E	5.60
L20	S10°27'27"W	36.13
L21	S26°20'34"W	56.52
L22	S14°31'36"W	46.31
L23	S10°29'35"W	27.69
L24	N62°15'29"W	142.87
L25	N29°04'29"W	21.04
L26	N58°43'41"W	20.80
L27	N71°43'09"W	45.79
L28	N79°46'27"W	22.46
L29	N39°08'41"W	27.17
L30	N08°40'12"W	78.40
L31	N01°02'19"W	170.73
L32	N29°08'21"W	44.38
L33	N47°57'12"W	43.48
L34	N75°08'54"W	24.50
L35	S82°38'17"W	22.26
L36	N44°32'24"W	17.06
L37	N60°00'46"E	16.23

LINE TABLE
WETLAND AREA "G"

LINE	BEARING	LENGTH
L1	N39°41'48"W	42.12
L2	N67°57'08"W	29.03
L3	N22°50'33"W	9.56
L4	N31°57'21"E	23.23
L5	N14°47'19"W	17.43
L6	N56°48'15"W	22.54
L7	N06°12'11"E	21.57
L8	S55°05'44"E	15.96
L9	N86°29'53"E	11.39
L10	N55°01'10"E	11.32
L11	N07°46'06"E	15.44
L12	N47°45'50"E	11.75
L13	S25°13'00"E	60.70
L14	S03°54'08"E	40.90
L15	S08°14'59"W	48.49



03/18/2025

LINE TABLE
WETLAND AREA "E"

LINE	BEARING	LENGTH
L1	S89°57'30"W	107.53
L2	S43°38'25"W	31.03
L3	S86°01'49"W	12.03
L4	N01°13'58"E	38.62
L5	S83°52'21"E	18.10
L6	S47°28'21"E	19.81

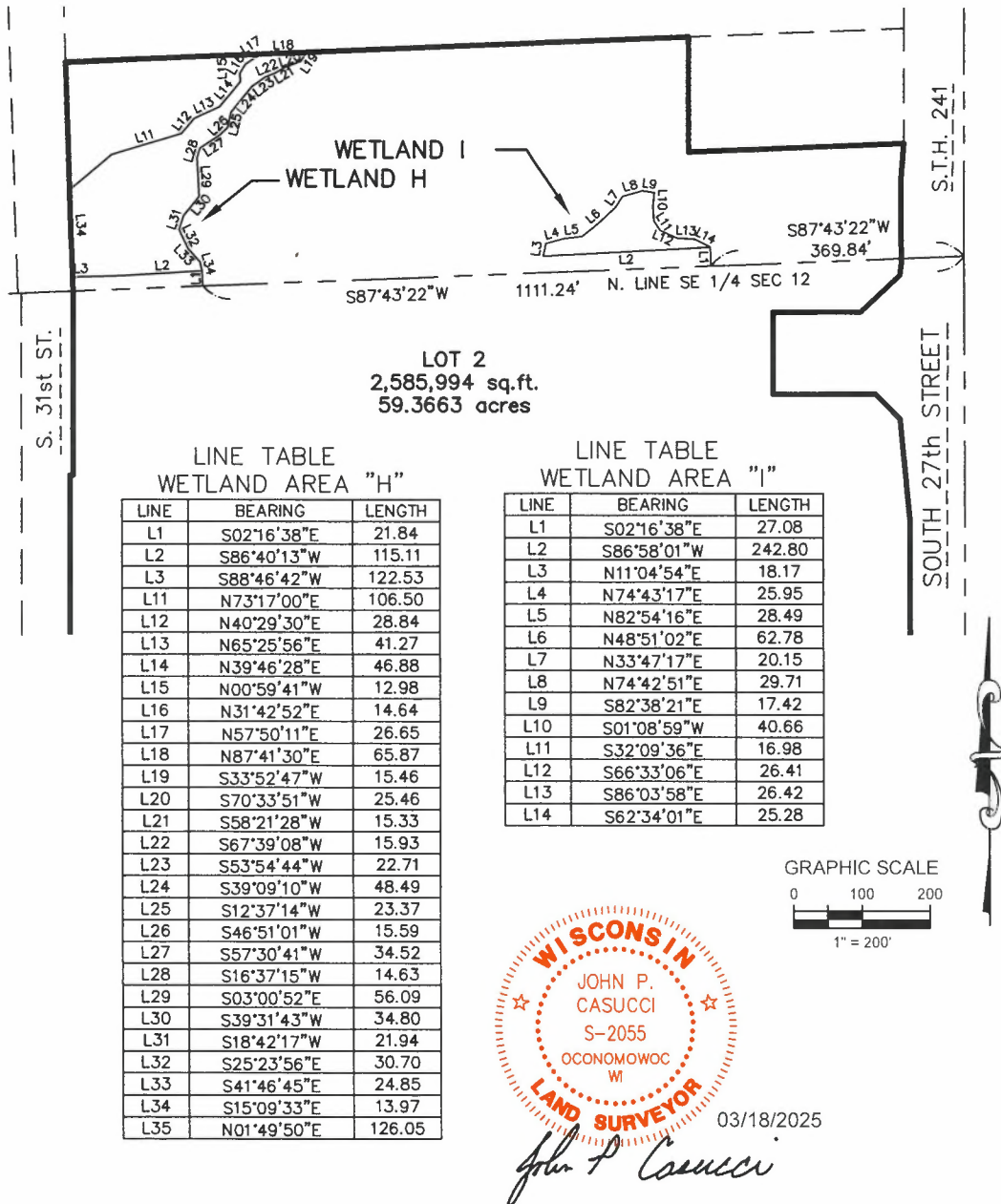
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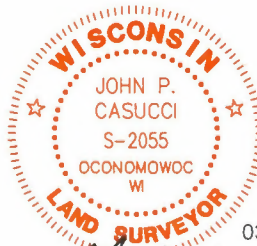
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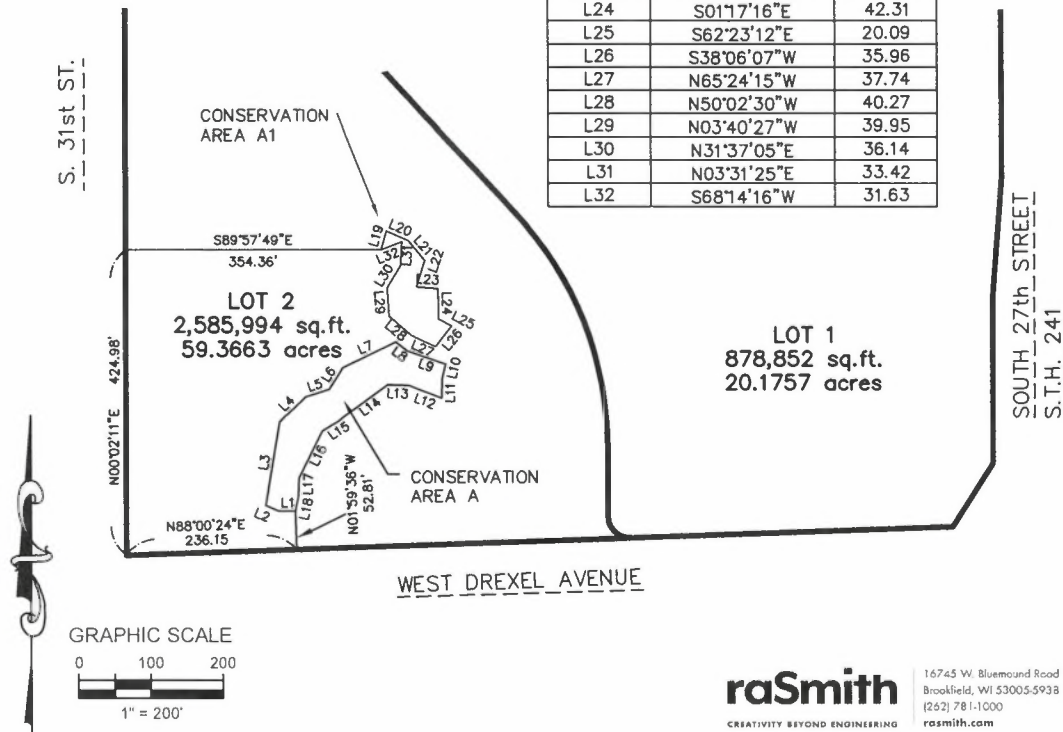
LINE TABLE
CONSERVATION AREA "A" & "A1"

LINE	BEARING	LENGTH
L1	N90°00'00"W	22.30
L2	N66°04'44"W	19.43
L3	N09°23'32"E	118.65
L4	N46°36'13"E	49.75
L5	N71°59'39"E	34.51
L6	N31°34'59"E	35.49
L7	N63°55'45"E	82.08
L8	S53°02'09"E	19.58
L9	S70°36'09"E	57.66
L10	S13°06'53"W	21.37
L11	S01°12'13"W	26.67
L12	N68°58'20"W	49.61
L13	N88°12'42"W	29.75
L14	S53°31'51"W	84.35
L15	S59°03'23"W	27.09
L16	S26°15'35"W	73.51
L17	S02°07'22"W	25.09
L18	S12°16'28"W	21.86
L19	N16°02'28"E	27.34
L20	S67°13'14"E	33.14
L21	S40°19'23"E	36.70
L22	S18°19'55"W	38.80
L23	S85°04'16"E	30.02
L24	S01°17'16"E	42.31
L25	S62°23'12"E	20.09
L26	S38°06'07"W	35.96
L27	N65°24'15"W	37.74
L28	N50°02'30"W	40.27
L29	N03°40'27"W	39.95
L30	N31°37'05"E	36.14
L31	N03°31'25"E	33.42
L32	S68°14'16"W	31.63



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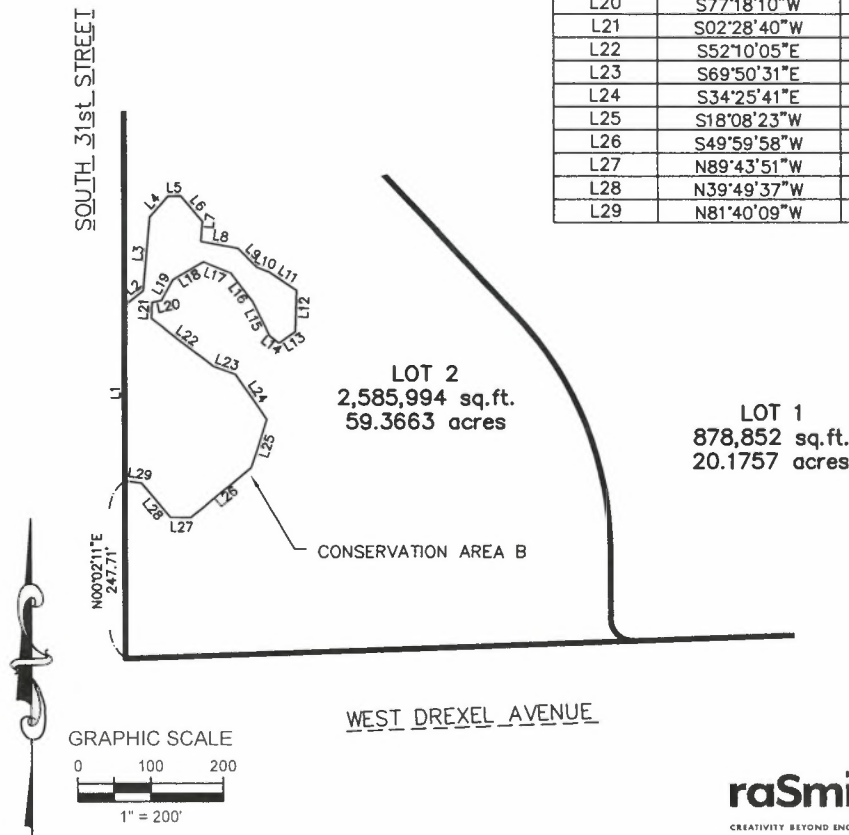


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LINE TABLE
CONSERVATION AREA "B"

LINE	BEARING	LENGTH
L1	N00°02'11"E	242.54
L2	N50°37'56"E	33.33
L3	N05°22'29"E	101.56
L4	N41°46'41"E	38.38
L5	N88°36'33"E	17.69
L6	S39°54'09"E	46.08
L7	S05°18'38"W	26.75
L8	S79°31'50"E	52.46
L9	S43°09'10"E	35.91
L10	S69°37'30"E	19.08
L11	S56°41'17"E	45.91
L12	S02°07'09"W	57.08
L13	S54°46'23"W	27.78
L14	N51°52'54"W	16.51
L15	N26°36'09"W	52.26
L16	N37°18'27"W	50.46
L17	N67°46'19"W	40.07
L18	S59°22'21"W	49.17
L19	S29°06'44"W	32.59
L20	S77°18'10"W	13.09
L21	S02°28'40"W	21.92
L22	S52°10'05"E	108.21
L23	S69°50'31"E	31.64
L24	S34°25'41"E	76.76
L25	S18°08'23"W	69.62
L26	S49°59'58"W	109.02
L27	N89°43'51"W	28.35
L28	N39°49'37"W	62.85
L29	N81°40'09"W	22.41



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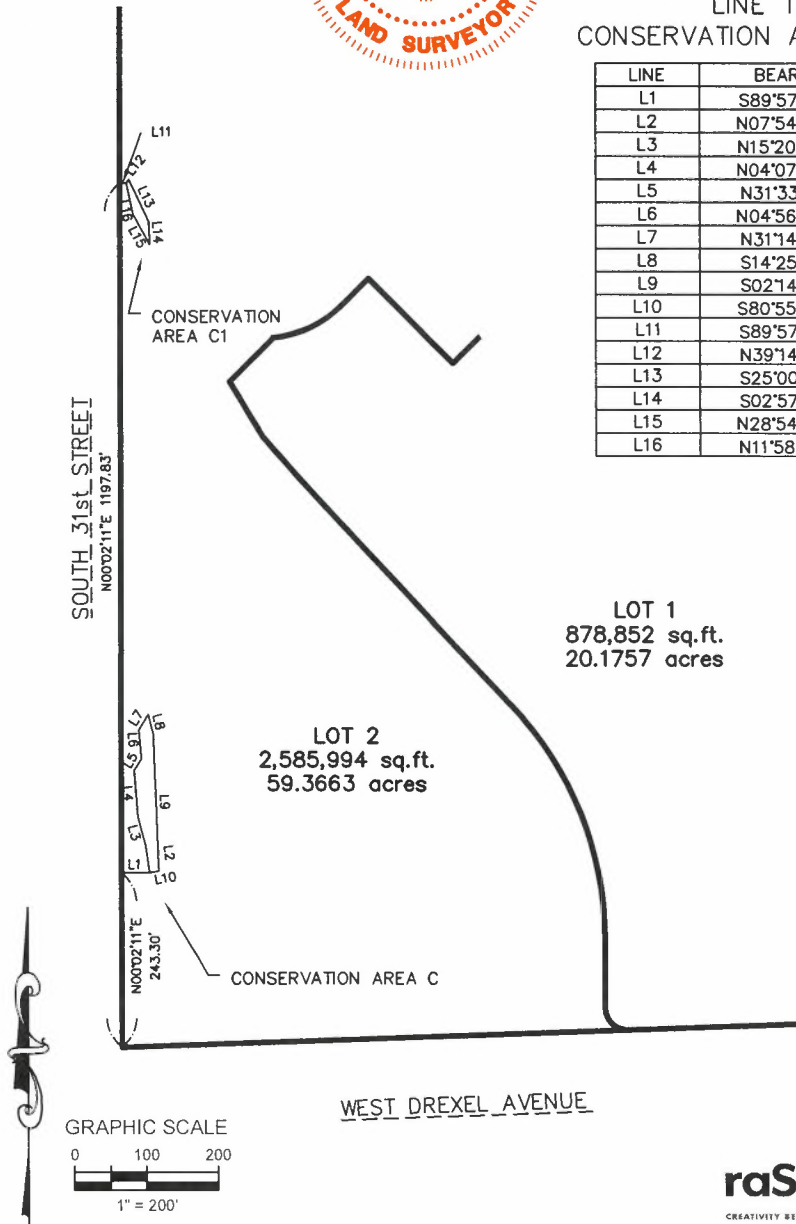
Conservation Area per Certified Survey Map No. 7389.



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LINE TABLE
CONSERVATION AREA "C" & "C1"

LINE	BEARING	LENGTH
L1	S89°57'49"E	39.33
L2	N07°54'30"W	38.63
L3	N15°20'34"W	40.98
L4	N04°07'37"W	64.24
L5	N31°33'12"E	19.05
L6	N04°56'24"W	40.65
L7	N31°14'45"E	24.74
L8	S14°25'50"E	28.27
L9	S02°14'29"E	190.45
L10	S80°55'56"W	13.18
L11	S89°57'49"E	9.01
L12	N39°14'03"E	5.91
L13	S25°00'40"E	64.13
L14	S02°57'35"E	32.03
L15	N28°54'00"W	48.26
L16	N11°58'56"W	44.23



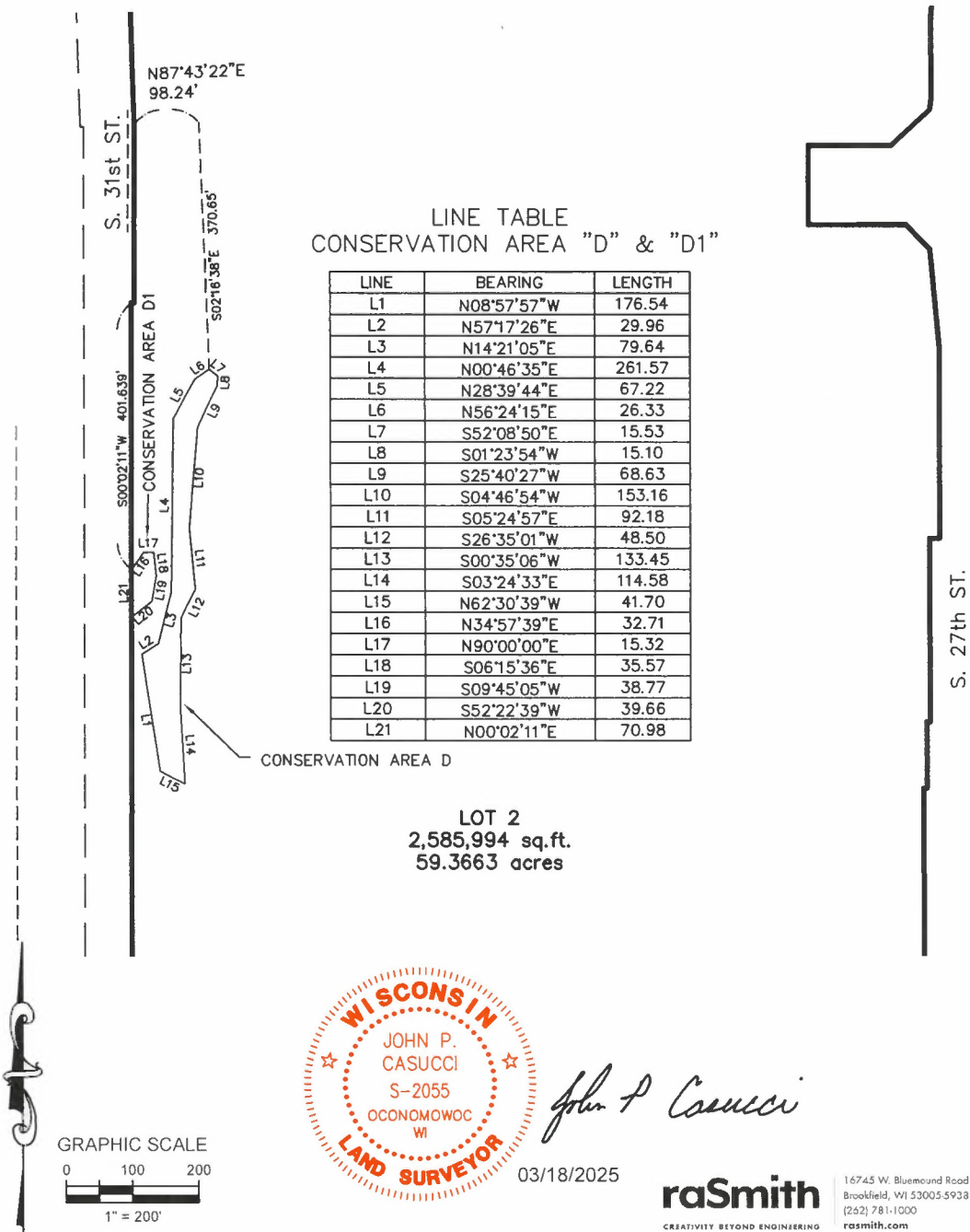
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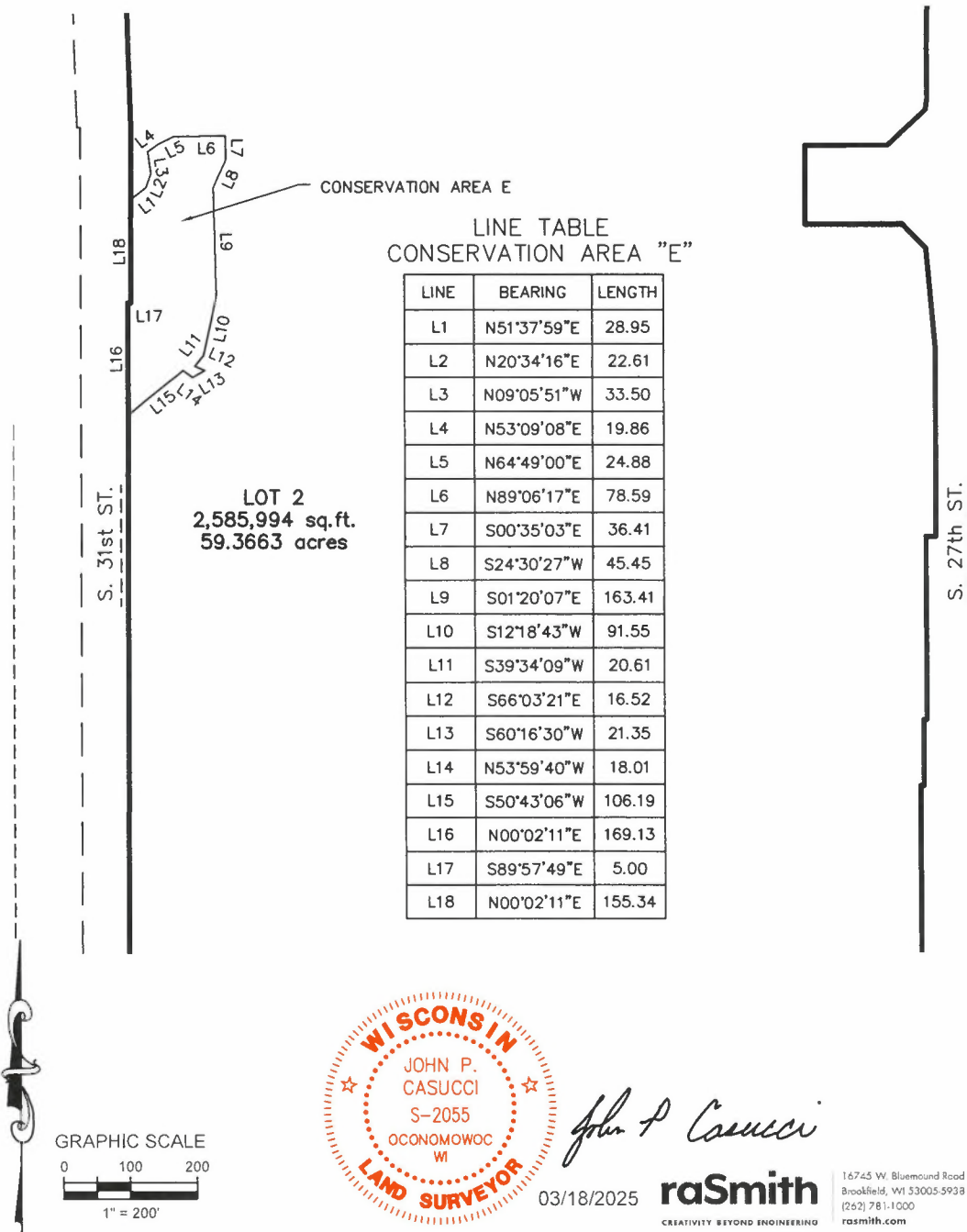
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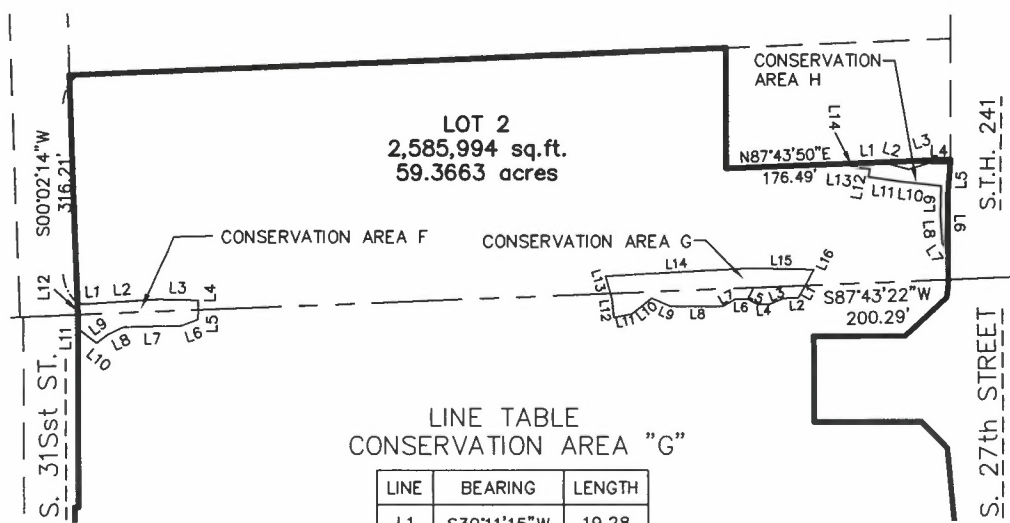
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LINE TABLE
CONSERVATION AREA "G"

LINE	BEARING	LENGTH
L1	S30°11'15"W	19.28
L2	S87°18'32"W	20.30
L3	S68°37'03"W	22.18
L4	S88°48'27"W	17.07
L5	N62°18'34"W	15.06
L6	N89°57'24"W	18.04
L7	S59°44'36"W	20.03
L8	S89°59'47"W	71.13
L9	N66°49'05"W	28.86
L10	S52°19'41"W	35.11
L11	S79°17'33"W	25.68
L12	N05°04'48"W	24.63
L13	N14°26'01"W	33.98
L14	N86°58'01"E	198.99
L15	S88°57'26"E	91.11
L16	S28°29'26"W	25.37

LINE TABLE
CONSERVATION AREA "F"

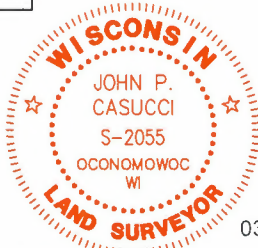
LINE	BEARING	LENGTH
L1	N90°00'00"E	15.36
L2	N86°22'53"E	94.25
L3	S88°43'02"E	57.22
L4	S00°49'22"W	13.26
L5	S00°49'22"W	13.25
L6	S69°32'08"W	25.61
L7	S89°06'17"W	78.59
L8	S64°49'00"W	24.88
L9	S53°09'08"W	19.86
L10	N51°07'08"W	32.49
L11	N00°02'11"E	18.91
L12	N00°02'14"E	15.21

LINE TABLE
CONSERVATION AREA "H"

LINE	BEARING	LENGTH
L1	N87°39'28"E	43.98
L2	S74°56'30"E	37.91
L3	N72°27'50"E	28.07
L4	N89°59'33"E	30.69
L5	S04°34'52"W	43.79
L6	S00°00'27"E	79.32
L7	N32°33'11"W	14.98
L8	N03°34'24"W	39.16
L9	N01°13'04"E	39.54
L10	N83°32'40"W	56.86
L11	N81°51'13"W	45.44
L12	N11°06'28"E	11.22
L13	N84°36'24"W	25.64
L14	N00°01'25"W	5.06



GRAPHIC SCALE
0 100 200
1" = 200'



John P. Casucci

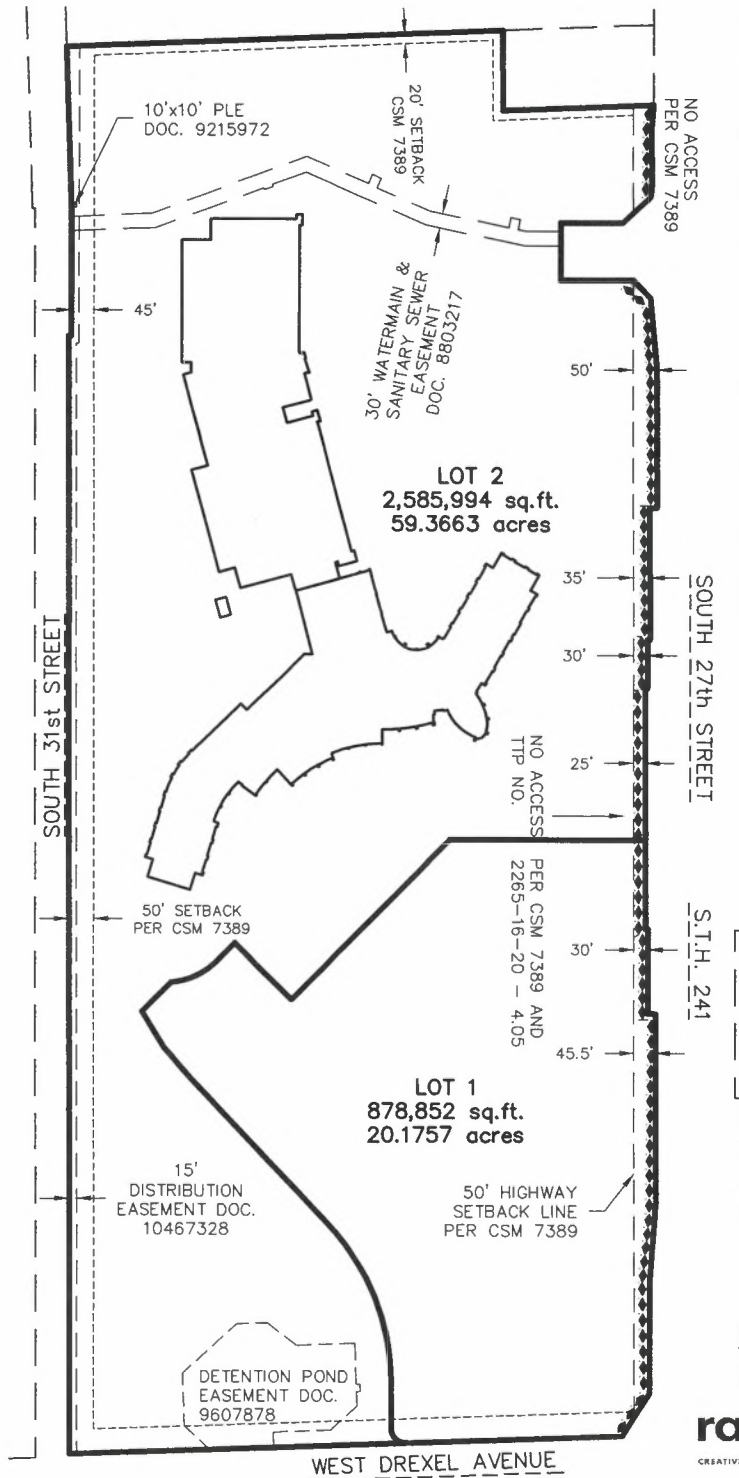
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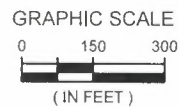


EXISTING EASEMENTS

Dimensioning of existing Easements are required by Wisconsin State Statute 236.20(2)(c) per 236.34(c). Easements dimensions are approximate, and are not intended to supersede the intent, location or verbiage as stated in the original Easement creation documents.



John P. Casucci
03/18/2025



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SURVEYOR'S CERTIFICATE

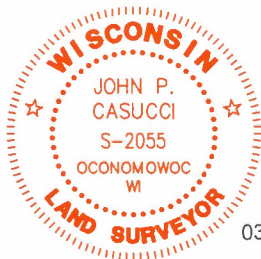
STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped 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, bounded and described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of said Section 12; thence South 87° 43' 22" West along the North line of said 1/4 Section a distance of 91.57 feet to a point in the West line of South 27th Street and the point of beginning of lands to be described; thence South 00° 01' 07" West along said West line 7.45 feet to a point; thence South 07° 07' 15" West along said West line 17.08 feet to a point in the North line of Northwestern Mutual Way; thence South 47° 34' 06" West along said North line 78.92 feet to a point; thence South 89° 55' 07" West along said North line 128.07 feet to a point in the West line of said Northwestern Mutual Way; thence South 00° 02' 30" East along said West line 119.00 feet to a point in the South line of said Northwestern Mutual Way; thence North 89° 55' 07" East along said South line 150.00 feet to a point; thence South 45° 00' 14" East along said South line 51.21 feet to a point in the West line of South 27th Street; thence South 05° 19' 16" East along said West line 150.09 feet to a point; thence South 00° 02' 30" East along said West line 285.83 feet to a point; thence South 89° 57' 30" West along said West line 15.00 feet to a point; thence South 00° 02' 30" East along said West line 275.01 feet to a point; thence South 89° 57' 30" West along said West line 5.00 feet to a point; thence South 00° 02' 30" East along said West line 100.00 feet to a point; thence South 89° 57' 30" West along said West line 5.00 feet to a point; thence South 00° 02' 30" East along said West line 498.88 feet to a point; thence North 89° 57' 30" East along said West line 5.00 feet to a point; thence South 00° 02' 30" East along said West line 176.22 feet to a point; thence North 89° 57' 30" East along said West line 15.50 feet to a point; thence South 00° 02' 30" East along said West line 393.48 feet to a point; thence South 04° 32' 22" West along said West line 168.40 feet to a point; thence South 00° 01' 45" East along said West line 229.74 feet to a point; thence South 32° 50' 46" West along said West line 104.83 feet to a point in the North line of West Drexel Avenue;

(continued on sheet 16)



03/18/2025

A handwritten signature in black ink that reads "John P. Casucci".

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

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.

SURVEYOR'S CERTIFICATE

(continued from sheet 15)

thence South 88° 00' 24" West along said North line 1153.42 feet to a point in the East line of South 31st Street; thence North 00° 02' 11" East along said East line 2322.62 feet to a point; thence South 89° 57' 49" East along said East line 5.00 feet to a point; thence North 00° 02' 11" East along said East line 266.86 feet to a point; thence South 87° 43' 22" West 52.52 feet to a point; thence North 00° 02' 14" East 331.39 feet to a point in the South line of Certified Survey Map No. 5794; thence North 87° 41' 30" East along said South line 949.76 feet to a point; thence South 00° 00' 27" East 165.93 feet to a point; thence North 87° 42' 58" East 315.01 feet to a point in the West line of South 27th Street; thence South 04° 34' 52" West along said West line 48.96 feet to a point; thence South 00° 00' 27" East along said West line 117.35 feet to the point of beginning.

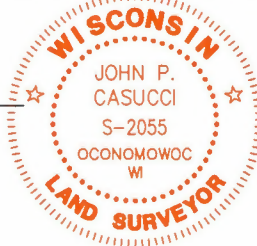
Said land contains 3,480,447 square feet or 79.9001 acres.

THAT I have made the survey, land division and map by the direction of: THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236.34 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance Division-15 in surveying, dividing, and mapping the same.

03/18/2025
Field date



John P. Casucci (SEAL)
JOHN P. CASUCCI
PROFESSIONAL LAND SURVEYOR S-2055

CITY OF FRANKLIN COMMON COUNCIL APPROVAL & DEDICATION ACCEPTANCE

APPROVED by the Common Council of the City of Franklin by Resolution No. _____

signed on this _____, day of _____, 2025.

John Nelson, Mayor

Shirley Roberts, City clerk

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

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.

OWNER'S CERTIFICATE

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, dedicated and mapped in accordance with the requirements of Chapter 236.34 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance Division-15.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Franklin

IN Witness Whereof, THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY has caused these presents to be

signed by _____ its _____, this _____ day of _____, 2025.

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

STATE OF _____ }
 :SS
_____ COUNTY }

PERSONALLY came before me this _____ day of _____, 2025,

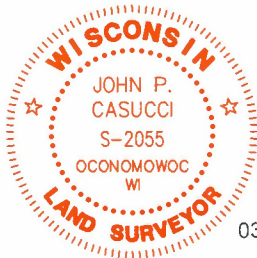
_____ of the above named THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,
to me known to be the person who executed the foregoing instrument, and to me known to be the

_____ of said company, and acknowledged that he executed the foregoing instrument.

(SEAL)

Notary Public, State of _____

My Commission Expires _____



03/18/2025

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, S-2055
Sheet 17 of 18 Sheets

CERTIFIED SURVEY MAP NO. _____

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.

DOT Certification No. 40-241-0690-02 PER CERTIFIED SURVEY MAP NO. 7389

HIGHWAY SETBACK RESTRICTION

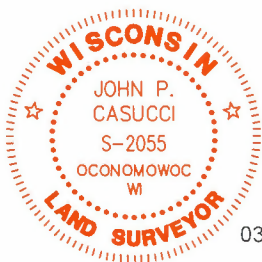
No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns.

ACCESS RESTRICTION

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of U.S.H. 241, it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its assigns. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable.

NOISE ABATEMENT

The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04 Table 1. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.



John P. Casucci

03/18/2025

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, S-2055
Sheet 18 of 18 Sheets



CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.

16745 W. Bluemound Road

Brookfield, WI 53005-5938

(262) 781-1000 | rasmith.com

LEGAL DESCRIPTION
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
PROPOSED 2 LOT CERTIFIED SURVEY MAP
1 NORTHWESTERN MUTUAL WAY, FRANKLIN, WI

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, bounded and described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of said Section 12; thence South 87° 43' 22" West along the North line of said 1/4 Section a distance of 91.57 feet to a point if the West line of South 27th Street and the point of beginning of lands to be described; thence South 00° 01' 07" West along said West line 7.45 feet to a point; thence South 07° 07' 15" West along said West line 17.08 feet to a point in the North line of Northwestern Mutual Way; thence South 47° 34' 06" West along said North line 78.92 feet to a point; thence South 89° 55' 07" West along said North line 128.07 feet to a point in the West line of said Northwestern Mutual Way; thence South 00° 02' 30" East along said West line 119.00 feet to a point in the South line of said Northwestern Mutual Way; thence North 89° 55' 07" East along said South line 150.00 feet to a point; thence South 45° 00' 14" East along said South line 51.21 feet to a point in the West line of South 27th Street; thence South 05° 19' 16" East along said West line 150.09 feet to a point; thence South 00° 02' 30" East along said West line 285.83 feet to a point; thence South 89° 57' 30" West along said West line 15.00 feet to a point; thence South 00° 02' 30" East along said West line 275.01 feet to a point; thence South 89° 57' 30" West along said West line 5.00 feet to a point; thence South 00° 02' 30" East along said West line 100.00 feet to a point; thence South 89° 57' 30" West along said West line 5.00 feet to a point; thence South 00° 02' 30" East along said West line 498.88 feet to a point; thence North 89° 57' 30" East along said West line 5.00 feet to a point; thence South 00° 02' 30" East along said West line 176.22 feet to a point; thence North 89° 57' 30" East along said West line 15.50 feet to a point; thence South 00° 02' 30" East along said West line 393.48 feet to a point; thence South 04° 32' 22" West along said West line 168.40 feet to a point; thence South 00° 01' 45" East along said West line 229.74 feet to a point; thence South 32° 50' 46" West along said West line 104.83 feet to a point in the North line of West Drexel Avenue; thence South 88° 00' 24" West along said North line 1153.42 feet to a point in the East line of South 31st Street; thence North 00° 02' 11" East along said East line 2322.62 feet to a point; thence South 89° 57' 49" East along said East line 5.00 feet to a point; thence North 00° 02' 11" East along said East line 266.86 feet to a point; thence South 87° 43' 22" West 52.52 feet to a point; thence North 00° 02' 14" East 331.39 feet to a point in the South line of Certified Survey Map No. 5794; thence North 87° 41' 30" East along said South line 949.76 feet to a point; thence South 00° 00' 27" East 165.93 feet to a point; thence North 87° 42' 58" East 315.01 feet to a point in the West line of South 27th Street; thence South 04° 34' 52" West along said West line 48.96 feet to a point; thence South 00° 00' 27" East along said West line 117.35 feet to the point of beginning.
Said land contains 3,480,447 square feet or 79.9001 acres.

Prepared by: John P. Casucci, PLS
Date: March 19, 2025
Project No. 169608



CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.

16745 W. Bluemound Road

Brookfield, WI 53005-5938

(262) 781-1000 | rasmith.com

Legal Description
Proposed Lot 1 (South Lot)
W. Drexel Ave, Franklin, WI

Lot 1, in Certified Survey Map No. _____, being a part of Parcel 1, Certified Survey Map No. 7389, being in the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence South 88° 00' 24" West along the South line of said 1/4 Section a distance of 152.80 feet to a point; thence North 01° 59' 36" West 65.00 feet to a point in the North line of Drexel Avenue and the point of beginning of lands to be described: thence South 88° 00' 24" West along said North line 451.36 feet to a point; thence Northwesterly along an arc of a curve to the right with an arc length of 48.14 feet, whose radius is 30.00 feet and whose chord bears North 46° 01' 04" West 43.14 feet to a point; thence North 00° 02' 45" West 97.10 feet to a point; thence Northwesterly along an arc of a curve to the left with an arc length of 357.37 feet, whose radius is 475.00 feet and whose chord bears North 21° 35' 44" West 349.00 feet to a point; thence North 43° 08' 56" West 425.37 feet to a point; thence North 41° 12' 13" West 80.21 feet to a point; thence North 30° 52' 34" West 88.10 feet to a point; thence North 44° 43' 13" East 85.81 feet to a point; thence Northeasterly along an arc of a curve to the left with an arc length of 106.87 feet, whose radius is 151.25 feet and whose chord bears North 64° 53' 29" East 104.66 feet to a point; thence North 45° 05' 01" East 53.24 feet to a point; thence South 45° 02' 30" East 165.89 feet to a point; thence North 44° 57' 30" East 467.88 feet to a point; thence North 89° 57' 30" East 407.80 feet to a point in the West line of South 27th Street; thence South 00° 02' 30" East along said West line 183.93 feet to a point; thence North 89° 57' 30" East along said West line 5.00 feet to a point; thence South 00° 02' 30" East along said West line 176.22 feet to a point; thence North 89° 57' 30" East along said West line 15.50 feet to a point; thence South 00° 02' 30" East along said West line 393.48 feet to a point; thence South 04° 32' 22" West along said West line 168.40 feet to a point; thence South 00° 01' 45" East along said West line 229.74 feet to a point; thence South 32° 50' 46" West along said West line 104.83 feet to the point of beginning.

Said land contains 878,852 square feet or 20.1757 acres.

Project No.: 169608
Date: March 20, 2025
Prepared by: John P. Casucci, PLS 2055

S:\5169608\doc\Proposed Lot 1.docx

PROJECT TITLE	
COSTCO WHOLESALE FRANKLIN, WISCONSIN	

UNION OF W DREXEL AVE & S 27TH ST
FRANKLIN WI

NO.	DATE	REVISIONS	BY	ISSUE
1	10/1/80			
2	10/1/80			
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94	10/1/80			

PROJECT INFORMATION
PROJECT NUMBER: 2024-0772

PROJECT NUMBER	20240222
DATE	05/19/2025
ISSUED BY	TBY

DRAWN BY	TRY
CHECKED BY	BRL

APPROVED BY	BTP
SCALE	AS NOTED

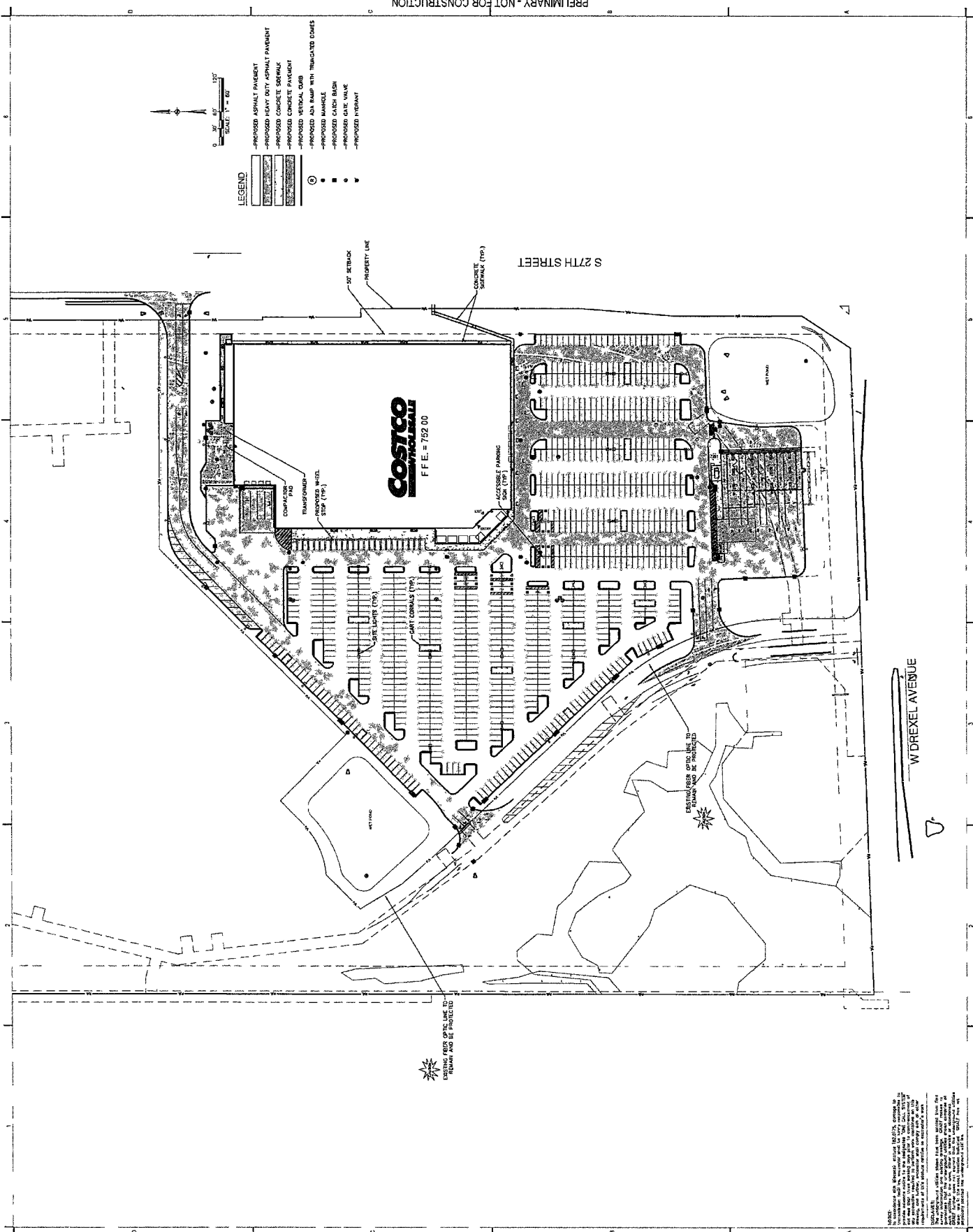
SHEET TITLE

SHEET NUMBER

300

[illegible]

X M W 02-620272ZJUN98 CMC 00 0300 ENR JLS 0222
5/27/2025 06 AM



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/16/2025
REPORTS & RECOMMENDATIONS	<p>A Resolution Conditionally Approving a Two-Lot Certified Survey Map, Being a Part 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</p> <p>(Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners)</p>	<p>ITEM NUMBER</p> <p>95.2.</p> <p>Ald. Dist. 4</p>
<p><i>(Item 2 of 2)</i></p> <p>The applicant, Northwestern Mutual Life, is seeking approval of applications to allow for a future retail development on the Southeast corner of their existing lot.</p> <p>The applications before the Council today are requests for a Comprehensive Master Plan Amendment <i>(Item 1 of 2)</i> and Certified Survey Map <i>(this item)</i> to create a new parcel from a portion of their property which is undeveloped. Staff report and related materials for these applications were provided with Item 1.</p> <p>At the August 7, 2025 regular meeting, the Plan Commission carried a motion recommending approval of this Certified Survey Map.</p> <p>Fiscal Impact: Not Applicable</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution 2025-_____, Conditionally Approving a Two-Lot Certified Survey Map, Being a Part 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 (Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners)</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 07-25-2025]

RESOLUTION NO. 2025-_____

A RESOLUTION CONDITIONALLY APPROVING A TWO-LOT CERTIFIED SURVEY MAP, BEING A PART 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 (BRIAN KONYN, NORTHWESTERN MUTUAL LIFE INSURANCE) (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision 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

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

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

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

NORTHWESTERN MUTUAL LIFE INSURANCE – CERTIFIED SURVEY MAP
RESOLUTION NO. 2025-_____

Page 2

4. Northwestern Mutual Life Insurance, successors and assigns, and any developer of the Northwestern Mutual Life Insurance two (2) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Northwestern Mutual Life Insurance and the two (2) lot certified survey map project for the property located at 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.
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.
7. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

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

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Northwestern Mutual Life Insurance, 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.

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 Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9-16-25
REPORTS AND RECOMMENDATIONS	Franklin Civic Celebrations Commission Report for the July 3-5, 2025 Civic Celebrations Event, Request for Spending Authority for 2026 and Summary of 2025 Activities	ITEM NUMBER A.3.

Attached are reports from John Bergner, Chairman of the Civic Celebrations Commission, requesting authority from the Common Council for the Commission to sign and execute contracts and agreements for the 2026 Franklin Civic Celebration. The event is planned for either a 4 day celebration, July 2-5, 2026, or a 3 day celebration, July 2-4, 2026, with Carnival only on July 5, 2026.

COUNCIL ACTION REQUESTED

Motion to accept and place on file the summary from the 2025 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2026 Franklin Civic Celebration 3 or 4 day event.

OR

As directed.



Franklin Civic Celebrations Commission

Request for Spending Authority 2026

SEPTEMBER 2025

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2026 Franklin Civic Celebration. We are planning to celebrate the 250th Anniversary of our Independence with a 4-day event with the parade to be held on Sunday, July 5 at 12:30 pm. The dates and times would be:

- Thursday, July 2 - 5:00 pm to 11:00 pm
 - Friday, July 3 - 5:00 pm to 11:00 pm
 - Saturday, July 4 - 1:00 pm to 11:00 pm
 - Sunday, July 5 - 12:30 pm to 7:00 pm
- Possible July 5, 8 am Pickleball Tournament

With your approval, I request authority to spend the following amounts for 2026:

	2026	2025
	Budget (4 Days)	Actual (3 Days)
1. ENTERTAINMENT	\$45,000	\$36,000
2. FIREWORKS	\$40,000	\$30,000
3. RENTALS	\$21,000	\$20,000
4. PARADE	\$20,000	\$11,600
5 ICE CREAM	\$1,300	\$1,200
6. PRINTING	\$6,000	\$5,000
7. SUPPLIES, SIGNS, T-SHIRTS	\$8,000	\$5,000
8. MISC.	\$2,000	\$1,500
Totals:	\$143,300	\$110,300

The 2025 Festival was a 3-day (plus day 4 for Carnival only) event and the 2026 Festival would be a 4 day event. 2026 Parade would be on Sunday, July 5 from 12:30 pm to 2:30 pm. 2025 Parade was on July 4 at 10:30 am.

Note: Police and DPW cost are not included in any of the amounts.



City of Franklin

A Thriving Community in Southeastern Wisconsin



Franklin Civic Celebrations Commission

Request for Spending Authority 2026

SEPTEMBER 2025

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2026 Franklin Civic Celebration. We are planning to celebrate the 250th Anniversary of our Independence with a 3-day event with the parade to be held on Saturday, July 4 at 10:30 am. The dates and times would be:

- Thursday, July 2 - 5:00 pm to 11:00 pm
- Friday, July 3 - 5:00 pm to 11:00 pm
- Saturday, July 4 - 10:30 am to 11:00 pm
- Sunday, July 5 - Noon to 4 pm, Carnival Only
Possible July 5, 8 am Pickleball Tournament

With your approval, I request authority to spend the following amounts for 2026:

	2026	2025
	Budget (3 Days)	Actual (3 Days)
1. ENTERTAINMENT	\$40,000	\$36,000
2. FIREWORKS	\$40,000	\$30,000
3. RENTALS	\$21,000	\$20,000
4. PARADE	\$13,000	\$11,600
5 ICE CREAM	\$1,300	\$1,200
6. PRINTING	\$6,000	\$5,000
7. SUPPLIES, SIGNS, T-SHIRTS	\$8,000	\$5,000
8. MISC.	\$2,000	\$1,500
Totals:	\$131,300	\$110,300

The 2025 Festival was a 3-day (plus day 4 for Carnival only) event and the 2026 Festival would be a 3 day event. 2026 Parade would be on Sunday, July 5 from 12:30 pm to 2:30 pm. 2025 Parade was on July 4 at 10:30 am.

Note: Police and DPW cost are not included in any of the amounts.



City of Franklin

A Thriving Community in Southeastern Wisconsin

2025 FRANKLIN CIVIC CELEBRATION

JULY 3 -JULY 5

INCOME STATEMENT

INCOME	2025	2024
	(3 days)	(4 days)
1. DONATIONS	\$26,500.00	\$23,733.00
2. TICKET SALES, DEPOSITS	\$59,980.00	\$75,344.00
3. FOOD VENDORS	\$16,984.96	\$20,800.72
4. CITY FUNDS	\$30,000.00	\$30,000.00
5. CARNIVAL COMMISSION	\$21,656.05	\$25,243.00
6. NON-FOOD/ LICENSES	\$950.00	\$1,950.00
7. ATM RENTAL	\$554.00	\$401.00
TOTAL INCOME	\$156,625.01	\$177,471.72

EXPENSES	2025	2024
# 1. ENTERTAINMENT	\$36,017.13	\$43,279.00
2. PRINTING, TICKETS	\$4,971.92	\$6,025.00
#3. POLICE AND DPW	\$44,009.30	\$54,484.23
#4. PARADE (INCLUDES FLAGS)	\$11,630.40	\$9,773.00
#5. FIREWORKS	\$30,000.00	\$30,000.00
#6. ICE CREAM	\$1,036.80	\$1,221.12
#7A. BEER	\$14,121.90	\$18,945.80
#7B. WINE -BADGER	\$504.00	\$630.00
#7C. WINE-SPIRITS OF NORWAY	\$1,712.00	\$0.00
#7D. SODA	\$728.85	\$496.00
#8. SUPPLIES	\$1,217.30	\$852.90
#9. RENTAL, TENT, BAR, TABLES, CHAIR, TOILETS	\$19,771.66	\$19,183.38
#10. T-SHIRTS-	\$3,020.00	\$4,384.00
11. SIGNS, BANNERS	\$322.00	\$368.00
#12. BACKGROUND CHECKS	\$105.00	\$231.00
#13. GOLF CARTS	\$1,350.00	\$1,300.00
#14.DPW SUPPLIES	\$1,353.15	\$1,715.63
#15. POSTAGE	\$1,128.82	\$29.00
#16. LIONS CLUB 1/2 NET PROFIT	\$1,990.00	\$3,035.50
#17. SERVICES, LISCENSE, MEMBERSHIPS	\$100.00	\$14.00
#18. ICE	\$962.75	\$1,017.57
#19. GENERATOR FUEL	\$0.00	\$1,821.31
TOTAL EXPENSES	\$176,052.98	\$198,806.44
NET INCOME OR LOSS	-\$19,427.97	-\$21,3334.72

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/16/2025
REPORTS & RECOMMENDATIONS	Resolution conditionally approving a 2-lot certified survey map, being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Loomis & Ryan, Inc., Property Owner) (Tax Key No. 891-9013-000)	ITEM NUMBER M. 4. Ald. Dist. 6

At their meeting on September 4, 2025, the Plan Commission unanimously recommended approval of a 2-lot certified survey map, being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Loomis & Ryan, Inc., Property Owner) (Tax Key No. 891-9013-000).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2025-_____, conditionally approving a 2-lot certified survey map, being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Loomis & Ryan, Inc., Property Owner) (Tax Key No. 891-9013-000).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION CONDITIONALLY APPROVING A 2-LOT CERTIFIED SURVEY MAP, BEING LOT 1 OF CERTIFIED SURVEY MAP NO. 9421, LOCATED IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(LOOMIS & RYAN, INC., PROPERTY OWNER)
(TAX KEY NO. 891-9013-000)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of a parcel of land being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; Thence South 00°34'43" East along the west line of said Northeast 1/4, 986.00 feet to the Point of Beginning; Thence South 44°24'10" East along the west line of Outlot 3 of Ryan Meadows, a recorded subdivision, 200.97 feet; Thence South 00°34'43" East along said west line, 365.13 feet; Thence South 89°25'17" West along said west line, 116.04 feet; Thence South 01°10'06" East along said west line, 600.00 feet to the north line of Lot 2 of Certified Survey Map No. 9421; Thence South 88°49'54" West along said north line, 273.89 feet to the east right of way line of Monarch Drive; Thence North 07°48'36" West along said right of way line, 514.75 feet to a point of curvature; Thence northwesterly 241.78 feet along the arc of said curve to the left and said right of way line, whose radius is 270.00 feet and whose chord bears North 33°27'51" West, 233.79 feet; Thence North 59°07'06" West along said right of way line, 82.77 feet; Thence North 14°02'32" West along said right of way line, 27.27 feet to the south right of way line of Chicory Street; Thence North 30°52'54" East along said right of way line, 29.00 feet to a point of curvature; Thence northeasterly 114.43 feet along the arc of said curve to the right and said right of way line, whose radius is 190.00 feet and whose chord bears North 48°08'09" East, 112.71 feet; Thence North 65°23'24" East along said right of way line, 245.97 feet to a point of curvature; Thence northeasterly 181.45 feet along the arc of said curve to the left and said right of way line, whose radius is 535.00 feet and whose chord bears North 55°40'26" East, 180.58 feet; Thence North 45°57'27" East along said right of way line, 53.22 feet to the Point of Beginning. Containing 409,070 square feet (9.3910 acres) of land Gross, more or less; and

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

LOOMIS & RYAN, INC. – CERTIFIED SURVEY MAP
RESOLUTION NO. 2025-_____

Page 2

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

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-8-10 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Loomis & Ryan, Inc., successors and assigns, and any developer of the Loomis & Ryan, Inc. two (2) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14.E. thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Loomis & Ryan, Inc. and the 2 lot certified survey map project for the property bearing Tax Key No. 891 9013 000: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. Applicant shall illustrate the wetland, wetland buffer, and wetland setback delineations on the CSM. Alternatively, the applicant may demonstrate, to the satisfaction of the Planning Manager, that no protected natural resources extend onto Lot 2.
7. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner,

LOOMIS & RYAN, INC. – CERTIFIED SURVEY MAP
RESOLUTION NO. 2025-_____

Page 3

Loomis & Ryan, Inc., be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Loomis & Ryan, Inc., 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 16th day of September, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of September, 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 September 4, 2025
Certified Survey Map

Item E.1.

RECOMMENDATION: City Development Staff recommends approval of this 2-Lot Certified Survey Map to subdivide property located at the southeast corner of Chicory Street and Monarch Drive, subject to the conditions set forth in this report and the attached resolution.

Project name:	Bear Development Monarch Avenue Certified Survey Map
Property Owner:	Loomis & Ryan, Inc.
Applicant:	Dan Szczap, Bear Development, LLC
Property Address/TKN:	0 S. Monarch Drive / 891 9013 000
Aldermanic District:	District 6
Zoning District:	LI Limited Industrial District
Staff Planner:	Nick Fuchs, Associate Planner

Please note:

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

Project Description/Analysis

The applicant is seeking approval of a 2-Lot Certified Survey Map (CSM) to subdivide property located at the southeast corner of Chicory Street and Monarch Drive, bearing Tax Key No. 891 9013 000. The subject property is currently vacant and has an area of approximately 9.39-acres.

Lot 1 has an area of approximately 7.47 acres and Lot 2 has an area of 1.92 acres. The applicant has indicated that Lot 2 is being created for a potential future user of the site. Any proposed development of this lot will require use approval and Plan Commission approval of a Site Plan Application.

The property is zoned LI Limited Industrial District, which does not have a required minimum lot area. The minimum lot width and depth of the LI District is 50-feet and 110-feet, respectively. Both lots conform to these standards.

The applicant provided a Natural Resource Protection Plan. The NRPP shows a wetland to the south. It appears the wetland setback may extend onto the south end of Lot 2. As such, staff recommends that the applicant illustrate the wetland, wetland buffer, and wetland setback delineations on the CSM. Alternatively, the applicant may demonstrate, to the satisfaction of the Planning Manager, that no protected natural resources extend onto Lot 2.

Staff Recommendation

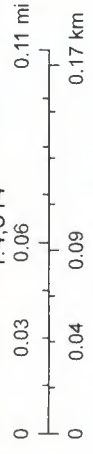
City Development Staff recommends approval of this 2-Lot Certified Survey Map to subdivide property located at the southeast corner of Chicory Street and Monarch Drive, subject to the conditions set forth in this report and the attached resolution.



8/28/2025, 1:31:40 PM



1:4,514



SE Wisc Reg Planning Comm, SEWRPC, Maxar

MEMORANDUM

Date: August 1, 2025
To: Dan Szczap, Bear Development
From: Department of City Development
Nick Fuchs, Associate Planner
RE: Application for Certified Survey Map (CSM)
O South Monarch Drive (Tax Key No. 891 9013 000)

Staff comments are as follows for the above-referenced application received on June 17, 2025.

City Development Department

1. Does the wetland buffer to the south extend onto Lot 2?
2. Is any land being dedicated to the City? If not, the “dedication accepted” language on Sheet 8 may be removed.
3. Please address the following requirements per [Section 15-7.0702](#) of the UDO.
 - Owner, Subdivider, Land Surveyor. Name and address of the owner, Subdivider, and Land Surveyor.
 - Existing Zoning. The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map.
4. Is there a timeframe anticipated for development applications being submitted for Lot 2? Staff recommends providing a conceptual site plan for reference. Note that in proposing the land division in advance of plans for the development, staff is not able to provide comments regarding the site plan, landscaping, storm water management and other requirements that may impact the lot size needs of the development.

Milwaukee County Register of Deeds

Milwaukee County Register of Deeds comments will be forwarded as soon as they are received.

Engineering Department

1. Show the coordinates of the south monument.
2. Show property ownership north of Chicory Street.
3. Show the width of the right of way below the street name for Chicory and Monarch.
4. Page 4 of 8 – Show the tax key number (TKN) for the property north of Chicory Street.
5. Page 8 of 8 – Under City of Franklin Council Approval remove dedication.
6. Insert the middle initial for the Mayor (R) and the City Clerk (J).



Providing Creative Real Estate Solutions to Build Better Communities

June 5, 2025

Regulo Martinez-Montilva
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: Certified Survey Map Application

Dear Mr. Martinez-Montilva:

Bear Development is pleased to submit this letter and the enclosed submittal materials as formal application for Certified Survey Map review and approval. Bear Development is acting on behalf of the owners of record, Loomis & Ryan, Inc.

Property Summary

Loomis & Ryan, Inc. is the owner of record of 9.39 acres of vacant land in the City of Franklin. The property is Lot 1 of CSM No. 9421 in Ryan Meadows Subdivision.

Tax Key No: 891-9013-000
Address: Monarch Drive, Franklin, WI
Existing Zoning: M-1 Limited Industrial

The property is located on the east side of Monarch Drive, south of Chicory Street. The subject property is vacant.

Project Summary

Bear Development, LLC respectfully requests review and approval of the enclosed Certified Survey Map to create a 1.92 acre lot to accommodate a land sale/purchase.

We feel the requested land division will create separate parcels with future land use which is consistent and compatible with the properties in the general area.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Szczap".

Daniel Szczap
Bear Development, LLC



Phone: 262.694.2327



www.beardevelopment.com



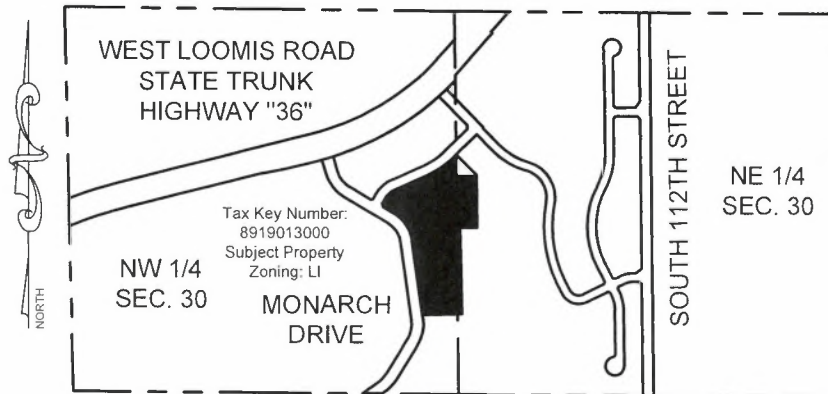
4011 80th Street, Kenosha, WI 53142

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

VICINITY SKETCH
SCALE 1"=1000'

WEST RYAN ROAD - COUNTY TRUNK HIGHWAY "H"



Prepared for:
LOOMIS & RYAN, INC.
4011 80th Street
Kenosha, WI 53142



AUGUST 13, 2025

NOTES:

1. Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55079C0206F Dated OCTOBER 24, 2024. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
2. Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East bears S89°44'26"E.
3. VISION CORNER EASEMENTS: No Obstructions Permitted. No visual obstructions, such as structures, parking, or vegetation, shall be permitted between the heights of 2.5 feet and 10 feet above the plane through the mean curb grades within the Vision Corner Easement.
4. Lots 1 and Lot 2 are served by Public Sewer and Water.



Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

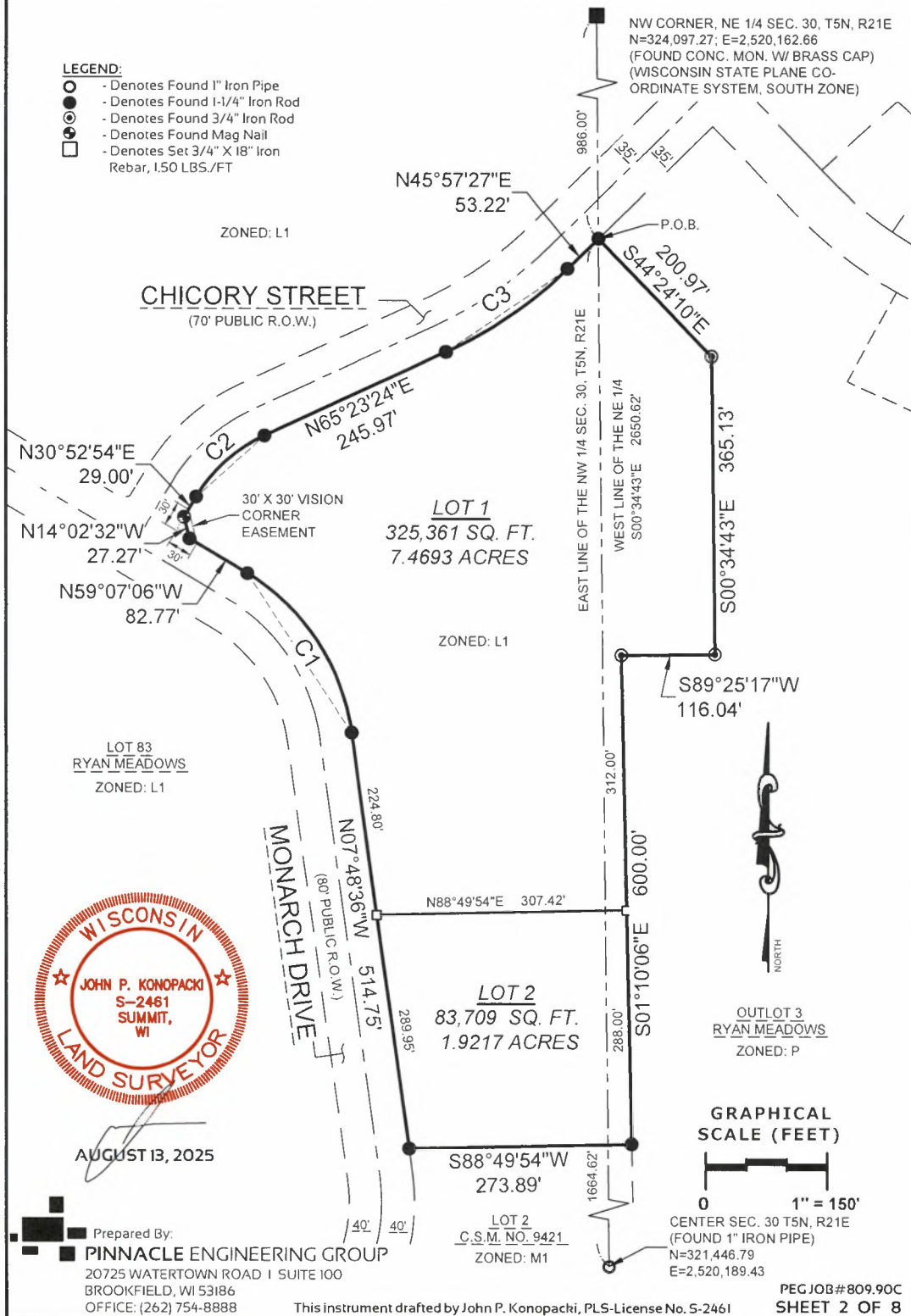
PEG JOB#809.90C
SHEET 1 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 1-1/4" Iron Rod
- ⊙ - Denotes Found 3/4" Iron Rod
- ⊗ - Denotes Found Mag Nail
- - Denotes Set 3/4" X 18" Iron Rebar, 1.50 LBS./FT

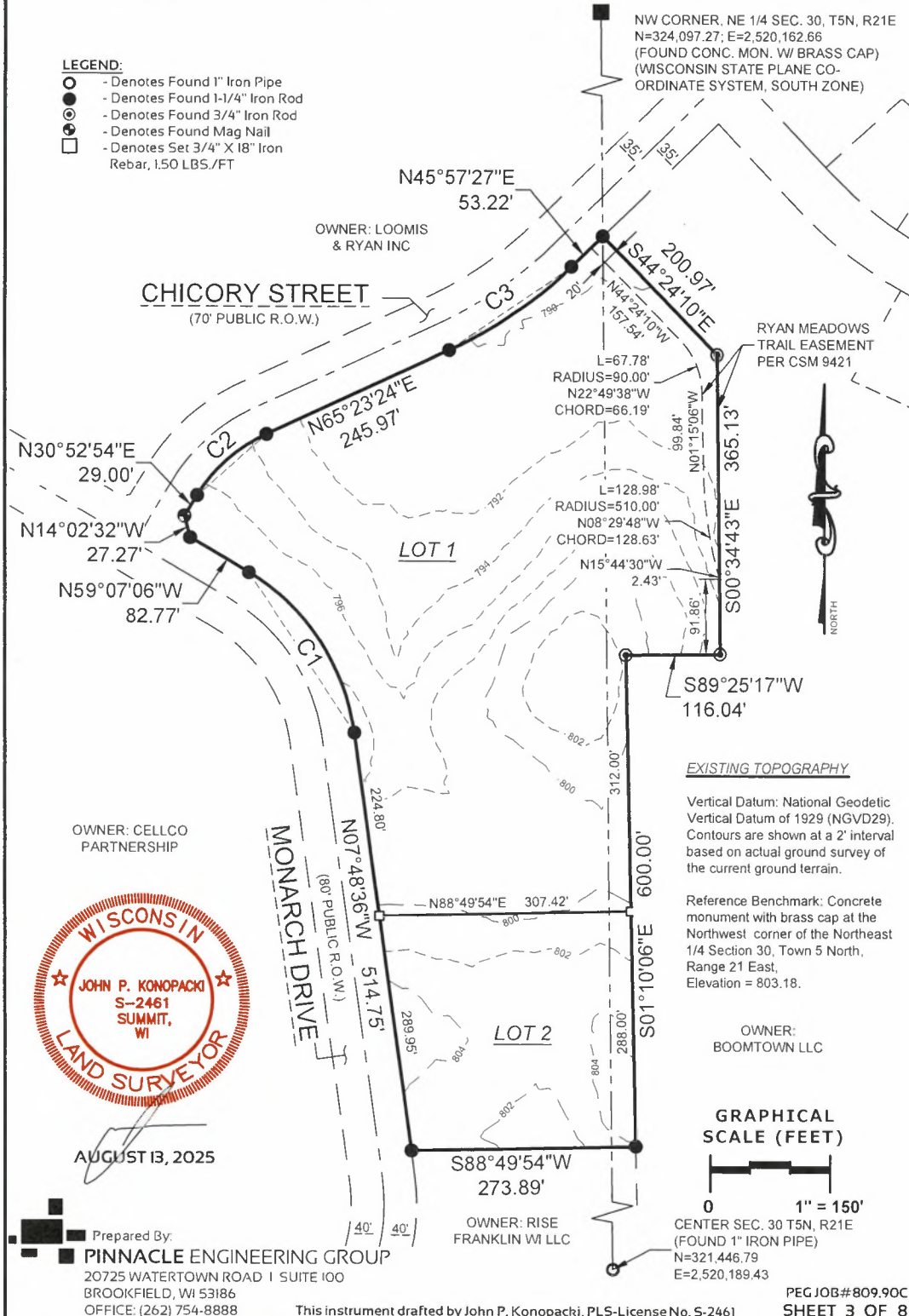


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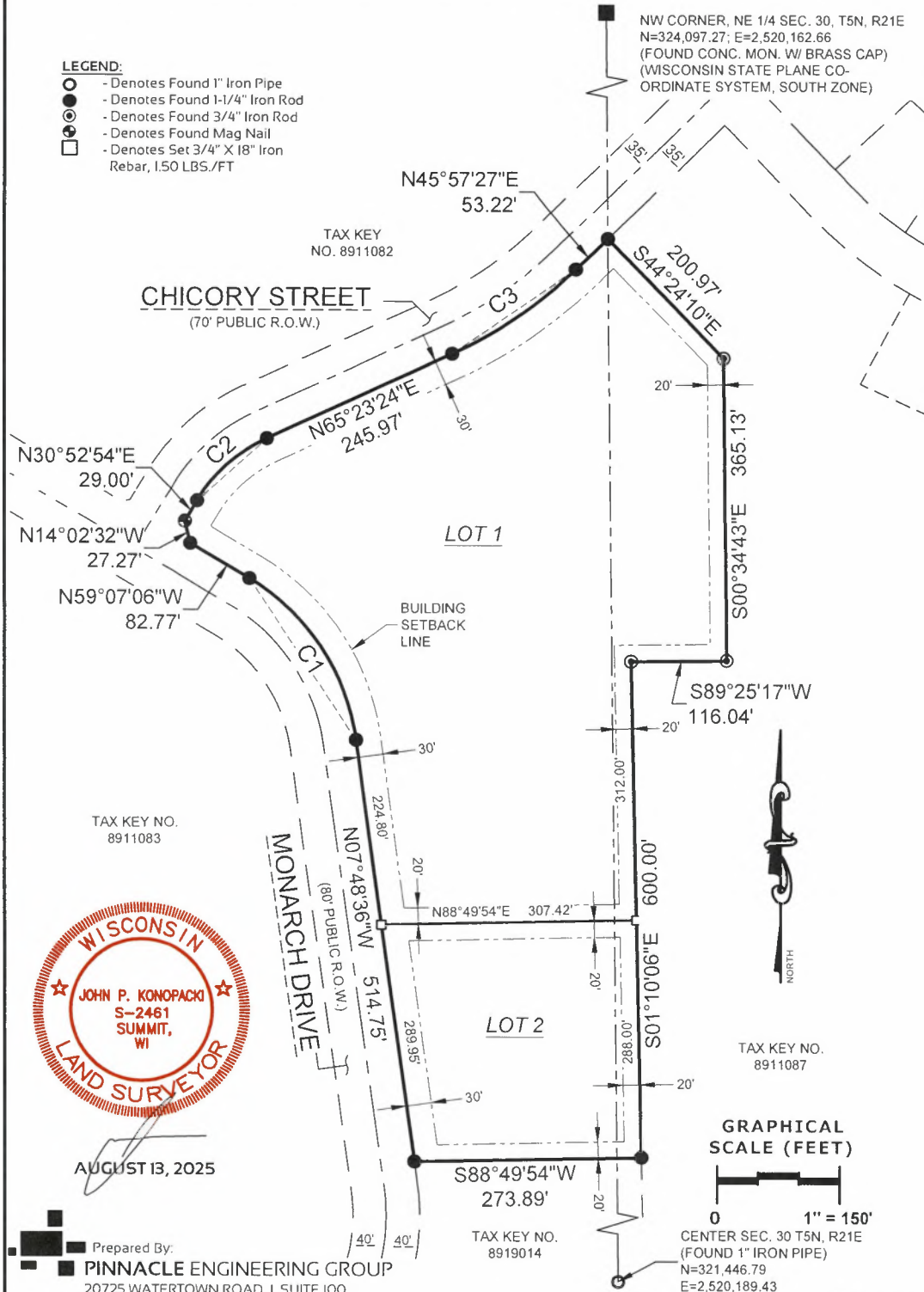


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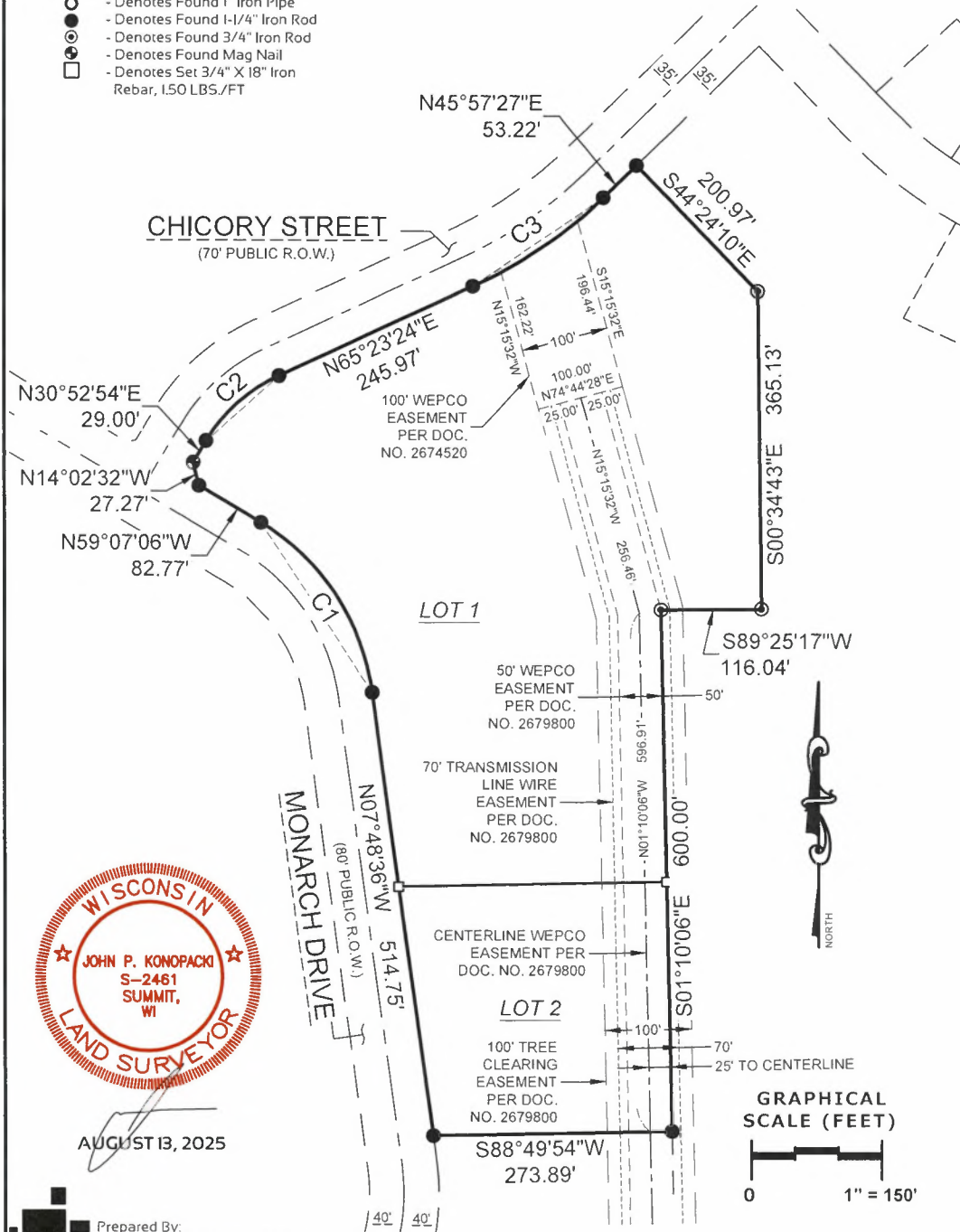


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- ⊙ - Denotes Found 3/4" Iron Rod
- ⊗ - Denotes Found Mag Nail
- - Denotes Set 3/4" X 18" Iron Rebar, 150 LBS./FT



Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#809.90C
SHEET 5 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided all of Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30;

Thence South 00°34'43" East along the west line of said Northeast 1/4, 986.00 feet to the Point of Beginning;

Thence South 44°24'10" East along the west line of Outlot 3 of Ryan Meadows, a recorded subdivision, 200.97 feet;

Thence South 00°34'43" East along said west line, 365.13 feet;

Thence South 89°25'17" West along said west line, 116.04 feet;

Thence South 01°10'06" East along said west line, 600.00 feet to the north line of Lot 2 of Certified Survey Map No. 9421;

Thence South 88°49'54" West along said north line, 273.89 feet to the east right of way line of Monarch Drive;

Thence North 07°48'36" West along said right of way line, 514.75 feet to a point of curvature;

Thence northwesterly 241.78 feet along the arc of said curve to the left and said right of way line, whose radius is 270.00 feet and whose chord bears North 33°27'51" West, 233.79 feet;

Thence North 59°07'06" West along said right of way line, 82.77 feet;

Thence North 14°02'32" West along said right of way line, 27.27 feet to the south right of way line of Chicory Street;

Thence North 30°52'54" East along said right of way line, 29.00 feet to a point of curvature;

Thence northeasterly 114.43 feet along the arc of said curve to the right and said right of way line, whose radius is 190.00 feet and whose chord bears North 48°08'09" East, 112.71 feet;

Thence North 65°23'24" East along said right of way line, 245.97 feet to a point of curvature;

Thence northeasterly 181.45 feet along the arc of said curve to the left and said right of way line, whose radius is 535.00 feet and whose chord bears North 55°40'26" East, 180.58 feet;

Thence North 45°57'27" East along said right of way line, 53.22 feet to the Point of Beginning.

Containing 409,070 square feet (9.3910 acres) of land Gross, more or less.

That I have made such survey, land division and map by the direction of LOOMIS & RYAN INC. owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Franklin Land Division Ordinance and the Unified Development Ordinance Division - 15 of the City of Franklin in surveying the certified survey map.

Date: AUGUST 13, 2025



John P. Konopacki
Professional Land Surveyor S-2461

BOUNDARY CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	241.78'	270.00'	051°18'30"	N33°27'51"W	233.79'	N07°48'36"W	N59°07'06"W
C2	114.43'	190.00'	034°30'30"	N48°08'09"E	112.71'	N30°52'54"E	N65°23'24"E
C3	181.45'	535.00'	019°25'57"	N55°40'26"E	180.58'	N65°23'24"E	N45°57'27"E



Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD I SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 809.90C

SHEET 6 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

OWNER'S CERTIFICATE

LOOMIS & RYAN INC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

LOOMIS & RYAN INC, as owner, also certifies that this map is required by s.236.10 or s.236.12 of the Wisconsin State Statutes and the Unified Development Ordinance Division-15 of the City of Franklin to be submitted to the following for approval or objection:

1. City of Franklin

IN WITNESS WHEREOF, the said LOOMIS & RYAN INC has caused these presents to be signed by
(name - print) _____, (title) _____, at
(city) _____, _____ County, Wisconsin, on this _____ day of _____, 2025.

In the presence of: LOOMIS & RYAN INC.

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2025, (name) _____,
(title) _____, of the above named LOOMIS & RYAN INC, to me known to be the persons
who executed the foregoing instrument, and to me known to be such _____ (title) of said
corporation and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its
authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE -

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, dedication and mapping of the land described in the foregoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by
_____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2022.

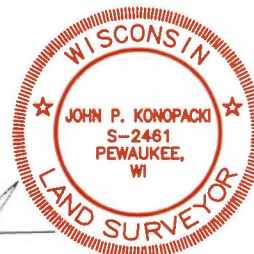
Date

President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, _____, to me known to be the person
who executed the foregoing instrument and to me known to be such officer of said corporation and
acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



AUGUST 13, 2025

 Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#809.90C
SHEET 7 OF 8

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved and accepted by the Common Council of the City of Franklin by Resolution No. _____.
Signed this _____ day of _____, 2025.

Date

John R. Nelson, Mayor

Date

Shirley J. Roberts, City Clerk




AUGUST 13, 2025



Prepared By:

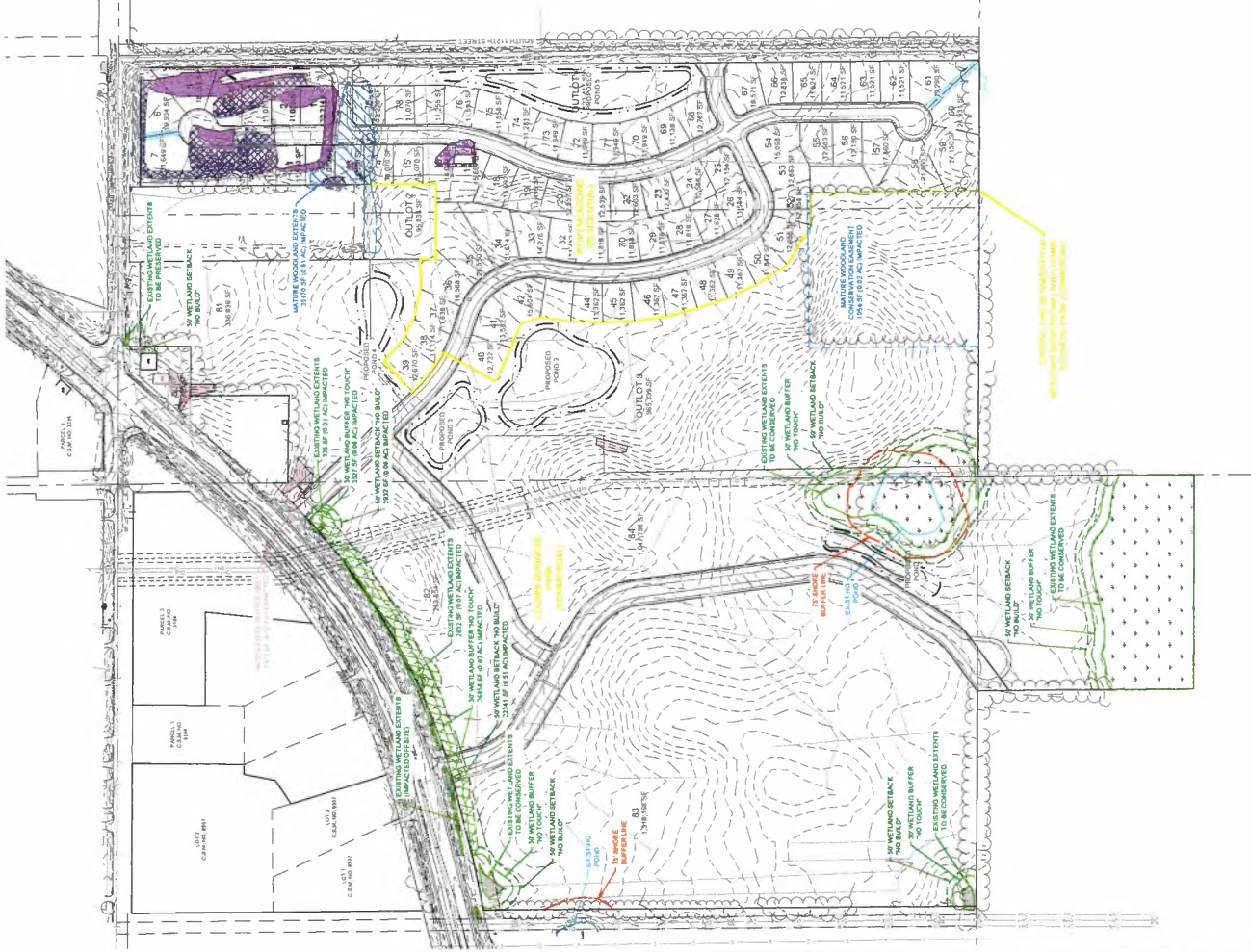
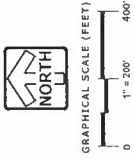
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#809.90C
SHEET 8 OF 8



NATURAL RESOURCE FEATURE AREAS			
RESOURCE TYPE	RYAN MEADOWS (RESIDENTIAL) LOTS 1-79, OUTLOTS 1 & 4 (27.97 AC)	LOOMIS BUSINESS PARK (COMMERCIAL) LOTS 80-84, OUTLOTS 2 & 3 (105.43 AC)	ENTIRE BASE SITE (133.40 AC)
STEEP SLOPES AREA - 15-49% SLOPES - PER PEG SLANTED CONTOURS	N/A	13,461 SF (0.31 AC)	13,461 SF (0.31 AC)
STEEP SLOPES AREA - 20-49% SLOPES - PER PEG SLANTED CONTOURS	N/A	N/A	N/A
STEEP SLOPES - MMMADE - PER PEG SLANTED CONTOURS	N/A	N/A	N/A
STEEP SLOPES - MMMADE - PER PEG SLANTED CONTOURS	N/A	N/A	N/A
POND - SURVEY IN JANUARY OF 2019	N/A	28,733 SF (0.66 AC)	28,733 SF (0.66 AC)
WETLANDS - WETLAND DELINEATION - INFORMATION BELOW**	N/A	251,003 SF (5.76 AC)	251,003 SF (5.76 AC)
WETLAND BUFFER "NO TOUCH" - WETLAND DELINEATION	N/A	104,124 SF (2.39 AC)	104,124 SF (2.39 AC)
WETLAND SETBACK "NO BUILD" - WETLAND DELINEATION	N/A	79,308 SF (1.82 AC)	79,308 SF (1.82 AC)
SHORE BUFFER - FIELD VERIFIED POND LOCATION - BASED OFF PEG SURVEY AND CHART CSM	N/A	14,993 SF (0.34 AC)	14,993 SF (0.34 AC)
MATURE WOODLAND - BASED OFF PEG SURVEY AND CHART CSM	36,224 SF (0.83 AC)	268,151 SF (6.16 AC)	304,375 SF (6.99 AC)

* ADDITIONAL INFORMATION IS INCLUDED IN THE ATTACHED SITE INTENSITY CALCULATIONS
** WETLAND DELINEATION WAS CONDUCTED BY HEARTLAND ECOLOGICAL GROUP ON 08-15-18, 08-15-18 & 08-22-18
(SEE "WETLAND DELINEATION REPORT" DATED 09-11-18)

FRANKLIN DEVELOPMENT - NATURAL RESOURCES PROTECTION PLAN

04/25/19

PINNACLE ENGINEERING GROUP

5850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENG.COM

PLAN | DESIGN | DELIVER

PEG JOB# 809.20

Bing all of Lot 1 of Certified Survey Map No. 9421, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; Thence South 00°34'43" East along the west line of said Northeast 1/4, 986.00 feet to the Point of Beginning;

Thence South 44°24'10" East along the west line of Outlot 3 of Ryan Meadows, a recorded subdivision, 200.97 feet; Thence South 00°34'43" East along said west line, 365.13 feet; Thence South 89°25'17" West along said west line, 116.04 feet; Thence South 01°10'06" East along said west line, 600.00 feet to the north line of Lot 2 of Certified Survey Map No. 9421; Thence South 88°49'54" West along said north line, 273.89 feet to the east right of way line of Monarch Drive; Thence North 07°48'36" West along said right of way line, 514.75 feet to a point of curvature; Thence northwesterly 241.78 feet along the arc of said curve to the left and said right of way line, whose radius is 270.00 feet and whose chord bears North 33°27'51" West, 233.79 feet; Thence North 59°07'06" West along said right of way line, 82.77 feet; Thence North 14°02'32" West along said right of way line, 27.27 feet to the south right of way line of Chicory Street; Thence North 30°52'54" East along said right of way line, 29.00 feet to a point of curvature; Thence northeasterly 114.43 feet along the arc of said curve to the right and said right of way line, whose radius is 190.00 feet and whose chord bears North 48°08'09" East, 112.71 feet; Thence North 65°23'24" East along said right of way line, 245.97 feet to a point of curvature; Thence northeasterly 181.45 feet along the arc of said curve to the left and said right of way line, whose radius is 535.00 feet and whose chord bears North 55°40'26" East, 180.58 feet; Thence North 45°57'27" East along said right of way line, 53.22 feet to the Point of Beginning.

Containing 409,070 square feet (9.3910 acres) of land Gross, more or less.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE Sept. 16, 2025
Reports & Recommendations	A Resolution for Acceptance of the utility easements for Storm Water Facilities Maintenance Agreement, and Storm Water Management Access For Tsunami Car Wash	ITEM NO. Ald. Dist. 6 25.5

BACKGROUND

Pursuant to the approval of the Tsunami Car Wash the easements are required to construct, maintain, and operate. Such easements are for the storm water facilities maintenance agreement, and storm water management access.

Additionally, 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 their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically 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 City's Ordinance 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 access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said agreement and easements, and have them recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

None

RECOMMENDATION

Motion to adopt Resolution No. 2025 - _____, a resolution for acceptance of the storm water facilities maintenance agreement and storm water management access for Tsunami Car Wash.

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION FOR ACCEPTANCE OF A
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND
STORM WATER MANAGEMENT ACCESS EASEMENT,
AT 6449 S. WHITNALL EDGE RD, TSUNAMI CAR WASH
TKN 705 8997 003

WHEREAS, a maintenance agreement is developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

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

WHEREAS, an access easement is required to construct, maintain, and operate storm water facilities; and

WHEREAS, it is necessary to acquire an access easement on said property; and

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

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

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said agreement and easements 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 MANAGEMENT ACCESS EASEMENT

TSUNAMI EXPRESS CAR WASH FRANKLIN

Address: 6449 S Whitnall Edge Rd, Franklin, WI 53132
Tax Key: 705-8997-003

THIS EASEMENT is made this 27th day of August 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 TSUNAMI EXPRESS CAR WASH FRANKLIN LLC, a Wisconsin limited liability company, 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 NW 1/4 of Section Five (5), 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 Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association 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 Association, 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 Association 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 Association 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.

[The remainder of this page is blank. Signature page follows.]

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

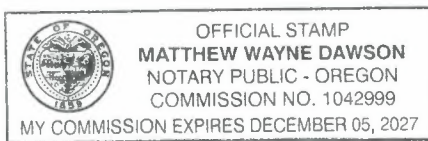
ON THIS DATE OF: August 27, 2025

TSUNAMI EXPRESS CAR WASH FRANKLIN LLC

By: Chris Schuldt (Seal)
Chris Schuldt, Authorized Signatory

STATE OF OREGON)
) ss
COUNTY OF CLACKAMAS)

Before me personally appeared on the 27th day of August 2025, Chris Schuldt, Authorized Signatory of Tsunami Express Car Wash LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said company.



[Signature]
Notary Public, State of Oregon
My commission expires 12-05-27

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 _____

Exhibit A

Legal Description of the Property

Parcel 1 of Certified Survey Map No. 5375 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on February 15, 1990, in reel 2420, image 890, as Document No. 6354945, and being corrected by Affidavit of Correction recorded July 11, 1990, in reel 2468 image 655 as Document No. 6396945 being a re-division of Parcel 1 of Certified Survey Map No. 3247, Outlot 2 of Whitnall Edge Subdivision, and unplatted lands in the northwest 1/4 and the southwest 1/4 of the northwest 1/4 of Section 5, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

For Information Purposes:

Address: 6449 S Whitnall Edge Rd, Franklin, WI 53132

Tax Key: 705-8997-003

Exhibit B
(Depiction of the Facilities)

PROPOSED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

Part of Parcel 1 of Certified Survey Map No. 5375 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on February 15, 1990 in Reel 2420, Image 890, as Document No. 6354949, and being corrected by affidavit of correction recorded July 11, 1990 in Reel 2468 Image 655 as Document No. 6398945 in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 5 North, Range 21 East of the Fourth Principal Meridian, in the city of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Begin at the Southeast corner of said Parcel 1; run thence S 73°36'13" W, 221.08 feet along the South line of said Parcel 1; thence N 16°23'47" W, 35.00 feet; thence N 73°36'13" E, 144.22 feet parallel with the South line of said Parcel 1; thence N 12°41'56" W, 118.86 feet; thence S 62°44'47" E, 147.42 feet parallel to and 20.00 feet South of the North line of said Parcel 1 and the South line of Whitnall Edge Road to the East line of said Parcel 1; thence S 18°56'24" E, 64.79 feet along said East line to the point of beginning. Containing 15,997 s.f. or 0.367 acres.

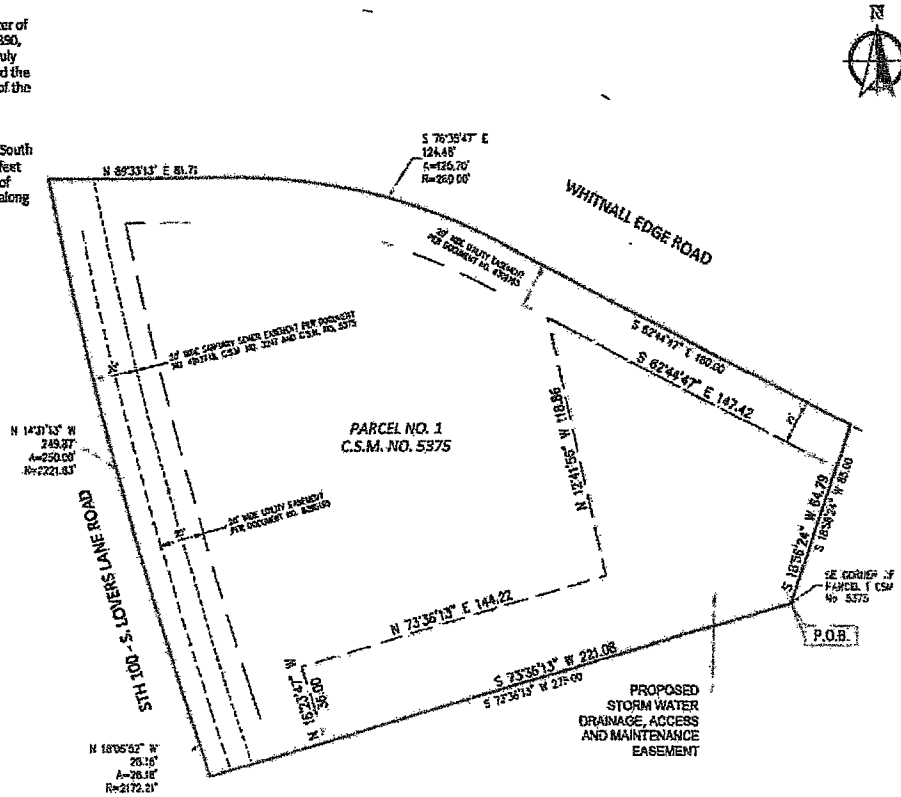


EXHIBIT "C"

LEGAL DESCRIPTION OF AREA

PROPOSED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

Part of Parcel 1 of Certified Survey Map No. 5375 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on February 15, 1990 in Reel 2420, Image 890, as Document No. 6354945, and being corrected by affidavit of correction recorded July 11, 1990 in Reel 2468 Image 655 as Document No. 6396945 in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 5 North, Range 21 East of the Fourth Principal Meridian, in the city of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Begin at the Southeast corner of said Parcel 1; run thence S73°36'13"W, 221.08 feet along the South line of said Parcel 1; thence N16°23'47"W, 36.00 feet; thence N73°36'13"E, 144.22 feet parallel with the South line of said Parcel 1; thence N12°41'56"W, 118.86 feet; thence S62°44'47"E, 147.42 feet parallel to and 20.00 feet South of the North line of said Parcel 1 and the South line of Whitnall Edge Road to the East line of said Parcel 1; thence S18°56'24"E, 64.79 feet along said East line to the point of beginning. Containing 15,997 s.f. or 0.367 acres.

STORM WATER FACILITIES MAINTENANCE AGREEMENT

TSUNAMI EXPRESS CAR WASH FRANKLIN

Address: 6449 S Whitnall Edge Rd, Franklin, WI 53132
Tax Key: 705-8997-003

This AGREEMENT, made and entered into this 27th day of August 2025, by and between TSUNAMI EXPRESS CAR WASH FRANKLIN LLC, a Wisconsin limited liability company, 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:

Parcel 1 of Certified Survey Map No. 5375 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on February 15, 1990, in reel 2420, image 890, as Document No. 6354945, and being corrected by Affidavit of Correction recorded July 11, 1990, in reel 2468 image 655 as Document No. 6396945 being a re-division of Parcel 1 of Certified Survey Map No. 3247, Outlot 2 of Whitnall Edge Subdivision, and unplatted lands in the northwest 1/4 and the southwest 1/4 of the northwest 1/4 of Section 5, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

For Information Purposes:
Address: 6449 S Whitnall Edge Rd, Franklin, WI 53132
Tax Key: 705-8997-003

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 TSUNAMI EXPRESS CAR WASH FRANKLIN 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 _____ and erosion control plan dated _____ 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).

[The remainder of this page is blank. Signature page follows.]

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

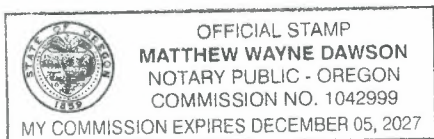
SEALED IN PRESENCE OF:

TSUNAMI EXPRESS CAR WASH FRANKLIN LLC

By: Chris Schuldt (Seal)
Chris Schuldt, Authorized Signatory

STATE OF OREGON)
) ss
COUNTY OF CLACKAMAS)

Before me personally appeared on the 27th day of August 2025, Chris Schuldt, Authorized Signatory of Tsunami Express Car Wash LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said company.



Matthew Dawson
Notary Public, State of Oregon
My commission expires 12-05-27

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 _____

Responsible Party Name _____ Address _____

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

Inspector Name _____ Address _____

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

Basin Location General Address _____ Section No. _____

Normal Pool ☐ Yes ☐ No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10. Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
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)

PROPOSED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

Part of Parcel 1 of Certified Survey Map No. 5375 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on February 15, 1990 in Reel 2420, Image 850, as Document No. 6354945, and being corrected by affidavit of correction recorded July 11, 1990 in Reel 2468 Image 655 as Document No. 6886945 in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 5 North, Range 21 East of the Fourth Principal Meridian, in the city of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Begin at the Southeast corner of said Parcel 1; run thence $S 73^{\circ}36'13'' W$, 221.08 feet along the South line of said Parcel 1; thence $N 16^{\circ}23'42'' W$, 35.00 feet; thence $N 73^{\circ}36'13'' E$, 144.22 feet parallel with the South line of said Parcel 1; thence $N 12^{\circ}41'56'' W$, 118.86 feet; thence $S 62^{\circ}44'47'' E$, 147.42 feet parallel to and 20.00 feet South of the North line of said Parcel 1 and the South line of Whitnall Edge Road to the East line of said Parcel 1; thence $S 18^{\circ}56'24'' E$, 64.79 feet along said East line to the point of beginning. Containing 15,997 s.f. or 0.367 acres.

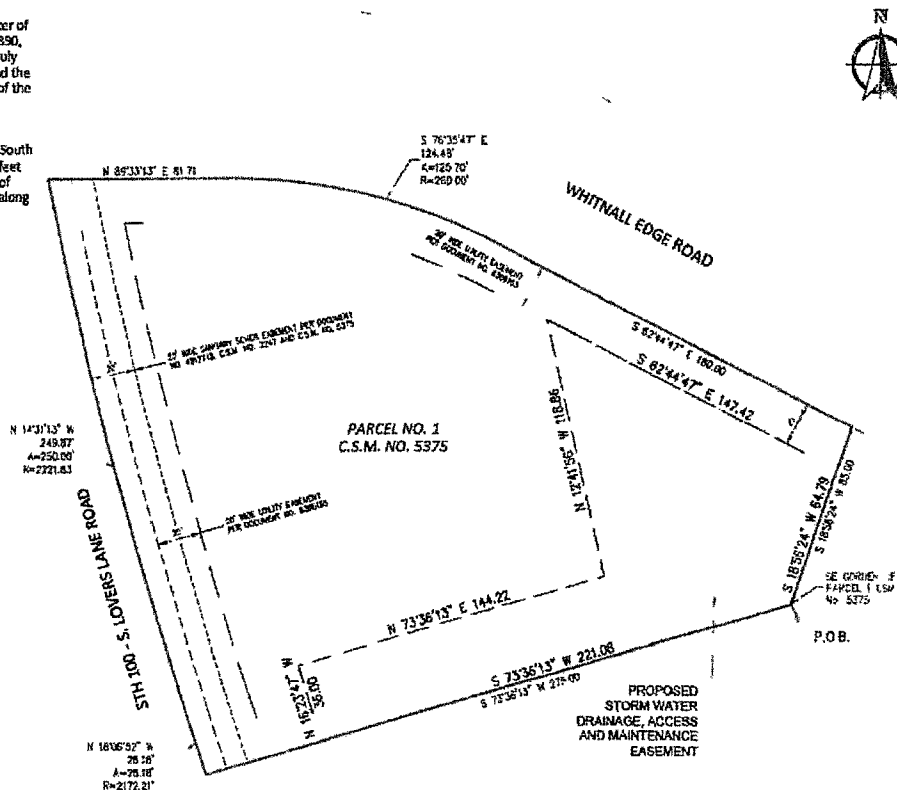


EXHIBIT "C"

LEGAL DESCRIPTION OF AREA

PROPOSED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

Part of Parcel 1 of Certified Survey Map No. 5375 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on February 15, 1990 in Reel 2420, Image 890, as Document No. 6354945, and being corrected by affidavit of correction recorded July 11, 1990 in Reel 2468 Image 655 as Document No. 6396945 in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 5 North, Range 21 East of the Fourth Principal Meridian, in the city of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Begin at the Southeast corner of said Parcel 1; run thence S73°36'13"W, 221.08 feet along the South line of said Parcel 1; thence N16°23'47"W, 36.00 feet; thence N73°36'13"E, 144.22 feet parallel with the South line of said Parcel 1; thence N12°41'56"W, 118.86 feet; thence S62°44'47"E, 147.42 feet parallel to and 20.00 feet South of the North line of said Parcel 1 and the South line of Whitnall Edge Road to the East line of said Parcel 1; thence S18°56'24"E, 64.79 feet along said East line to the point of beginning. Containing 15,997 s.f. or 0.367 acres.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9-16-25
REPORTS AND RECOMMENDATIONS	Request Common Council Approval of Community Paramedic / Mobile Integrated Health Officer Job Description and associated Letter of Understanding with Franklin Professional Firefighters Local 2760	ITEM NUMBER M.6.

The Fire Department is seeking council approval of a newly created job description for the position of Community Paramedic / Mobile Integrated Health Officer and a Letter of Understanding regarding the implementation of this position. These proposals were reviewed by the Personnel Committee on September 15th, 2025.

This new Community Paramedic – Mobile Integrated Health (CP/MIH) program is being implemented with long-term grant funding from the Milwaukee County Office of Emergency Management. The Community Paramedic’s mission is to expand the care provided to several “at-risk” populations, including: high utilizers of the 911 system, elderly citizens with chronic medical issues and frequent falls, citizens experiencing mental health issues, and overdose and addiction patients.

The City of Franklin and the Franklin Professional Firefighters Association Local 2760 mutually agree on the value of this program and support the temporary assignment of personnel from the 24-hour shift rotation to a 40-hour, Monday - Friday work schedule. A Letter of Understanding has been drafted with jointly agreed upon terms of implementation for this program.

COUNCIL ACTION REQUESTED

Motion to approve the Job Description for Community Paramedic / Mobile Integrated Health Officer and the associated Letter of Understanding with Franklin Professional Firefighters Local 2760

Fire: JCM

CITY OF FRANKLIN
Job Description

Job Title: Community Paramedic/Mobile Integrated Health Officer

Department: Fire

Appointing Authority: *Fire Chief/Fire & Police Commission*

Reports To: Assistant Chief – EMS/CRR

Salary Level: Per Collective Bargaining Agreement

FLSA Status: Non-exempt

Prepared By: James C. Mayer, Fire Chief

Prepared Date: July 24, 2025

Approved By: Common Council

Approved Date: XXXXXX XX, 2025

SUMMARY:

The Community Paramedic / Mobile Integrated Health Officer is a temporary assignment that shall be filled with a current Franklin Fire Department represented employee.

The Community Paramedic / Mobile Integrated Health Officer will perform a variety of administrative and technical work related to Community Paramedic/Mobile Integrated Health (CP/MIH). Assist the Assistant Fire Chief of Emergency Medical Services (EMS) and Community Risk Reduction (CRR) in planning, implementing, organizing, evaluating, and directing Community Paramedic/Mobile Integrated Health. Supervise CP/MIH members and other subordinate firefighters and staff assigned to CP/MIH, and CRR activities. Work requires considerable independence, organization, self-efficacy, motivation towards ones-self and of others toward a coordinated effort while having professional decision-making skills. Have the ability to communicate effectively both orally and in writing, all while being thorough in documentation and workflow, and maintaining cooperative and effective relationships with employees and citizens contacted in the course of this work.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Serve as a member of a multidisciplinary team focused on the development and implementation of Community Paramedic/Mobile Integrated Health services, short-term crisis response, resource referrals, and plans.

Collaborate with public health personnel to serve individuals and families experiencing health concerns, hardships, or crises.

Conduct assessments with individuals and families to determine resource needs while maintaining community resources, services, and organizations available to be able to give a list of resources, services, and organizations able to help and assist.

Identify, provide, and facilitate referrals for additional resources and services to internal and external community agencies.

Provide intervention services until follow-up services can be obtained.

Respond to calls related to public safety and public health; provide information and resource referral until a more complete assessment can be completed.

Complete required documentation and forms, maintain and prepare records, reports, legal documents, and data-driven reports and documents while maintaining client confidentiality.

Assist in further educating public safety and public health personnel on best practices.

Work with public safety and public health to create proactive outreach, educational, and prevention campaigns.

Provide emergency medical care and transport as a licensed EMT-Paramedic to the standards established by the department, the Milwaukee County EMS Medical Director, and the State of Wisconsin.

Receive and relay phone calls. Operate radio and other communication equipment. Ensure that the proper response is made to each call.

Present programs to the community on community paramedicine/mobile integrated health, safety, medical, and community risk reduction topics as assigned. Ensure materials are specific to the audience, and activity objectives are congruent with nationally standardized campaign themes and messages reflecting current best practice.

Perform duties as a licensed EMT-Paramedic, according to criteria and standards set forth by the department and the Milwaukee County Office of Emergency Management (MC-OEM)

Assist in department administrative activities.

PERIPHERAL DUTIES

May act in the capacity of their previously assigned position held within the fire department, when necessary such as Firefighter/Paramedic, Lieutenant, etc.

Assist in training other members and new members of the department as required.

Other duties include, but are not limited to, program development, which may include grant writing, researching best practice strategies and evidence-based programming, and identifying program goals; communicating programming status through prepared reports, written documents, oral presentations, and prepared website health content.

Attends department and community meetings.

Attends professional seminars and meetings in order to improve working knowledge and skills.

Assists in training new employees in CP/MIH and CRR topics as assigned.

Other responsibilities as assigned by the Fire Chief or his/her designee.

MINIMUM QUALIFICATIONS

Education and Experience:

High School graduation or GED equivalent, successful completion of WI EMT-Paramedic license with endorsement of Community Paramedic and current Milwaukee County full practice paramedic status, and Community Paramedic Certification from a certified program.

Maintain requirements of current rank within the fire department while holding the title of Administrative Lieutenant or Administrative Captain during this temporary assignment, to include maintaining education and experience requirements for said position (i.e., firefighter-paramedic maintains firefighter-paramedic status while gaining advancement to Administrative Lieutenant, a Lieutenant maintains lieutenant status while gaining advancement to Administrative Captain. A Captain maintains the status of captain while gaining advancement to Administrative Captain.)

Necessary Knowledge, Skills, and Abilities:

Working knowledge of the principles of Community Paramedic and Mobile Integrated Health Programs

Working knowledge of Community Risk Reduction Programs

Working knowledge of driver safety.

Working knowledge of emergency medical care.

Ability to act effectively in emergency and stressful situations.

Ability to give and receive verbal and written instructions.

Ability to effectively communicate in writing and verbally.

Ability to adapt to change.

Ability to establish effective working relationships with employees, other agencies, and the general public.

An understanding of the computer network and proficiency in the use of the software used in the Department.

Ability to train & supervise subordinate personnel.

Ability to make independent judgments that have significant impacts on the organization.

SUPERVISION EXERCISED

Exercises supervision over other Community Paramedic/Mobile Integrated Health members as assigned.

RESPONSIBILITY FOR PUBLIC CONTACT

Frequent contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

Valid WI driver's license.

Wisconsin Paramedic License with Community Paramedic endorsement, Milwaukee County full practice status paramedic.

Completion of courses as it pertains to the current position held within the organization. See the current job description in the position that you currently hold.

Must successfully pass medical exam consistent with NFPA 1582 and per department policy.

Must pass annual physical fitness assessment.

TOOLS AND EQUIPMENT USED

Personal computer, laptop computer, tablet; copy machine; fax machine; cell phone; measuring devices; camera; power tools; hand tools; chain saws; shovels; brooms; ladders; exhaust fans; automobile; fire apparatus; ambulance; patient restraints; first aid equipment; oxygen; environmental meters and other electronics test equipment; general medical equipment; patient lifting devices; breathing apparatus; thermal imaging equipment; steel-tip boots; hearing and eye protection; structural firefighting turnout gear; and any other required/ issued personal protective equipment.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to stand; walk; use hands and fingers to feel, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk, hear, taste and smell.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 130 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

Work is performed primarily in office, vehicle and outdoor settings, and in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, oils, toxins, and carcinogens.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risks of electrical shock, and vibration.

It is reasonably anticipated that the individual will be exposed to blood-borne pathogens, bodily fluids, and/or other potentially infectious materials in the course of their duties. The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

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

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

Job Responsibilities Related to Patient Privacy

It is expected to protect the privacy of all patient information in accordance with the City of Franklin Fire Department's privacy policies, procedures, and practices, as required by federal [and state] law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with The City of Franklin Fire Department's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.

The Administrative Lieutenant or Administrative Captain may access protected health information and other patient information only to the extent that is necessary to complete their job duties. The Administrative Lieutenant or Administrative Captain may only share such information with those who have a need to know specific patient information in your possession in order to complete their job responsibilities related to treatment, payment or other fire department operations.

The Administrative Lieutenant or Administrative Captain is encouraged and expected to report, without the threat of retaliation, any concerns regarding The City of Franklin Fire Department's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer.

Disclaimer:

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

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

Letter of Understanding
Between the City of Franklin and the
Franklin Professional Firefighter Association Local 2760, I.A.F.F.

Whereas the City of Franklin has secured long-term grant funding from the Milwaukee County Office of Emergency Management to implement a Community Paramedic – Mobile Integrated Health (CP/MIH) program. The Community Paramedic's mission is to expand the care provided to several "at-risk" populations, including: high utilizers of the 911 system, elderly citizens with chronic medical issues and frequent falls, citizens experiencing mental health issues, and overdose and addiction patients.

The City of Franklin and the Franklin Professional Firefighters Association Local 2760 mutually agree on the value of this program and support the assignment of personnel to a 40-hour work schedule. This initiative would place a Community Paramedic in the field Monday – Friday, making scheduled visits to patients' homes and working to identify citizens previously served by the Franklin Fire Department who could benefit from participation in the Community Paramedic program.

This side letter confirms a mutual agreement to classify one Local 2760, I.A.F.F. member to the rank of Community Paramedic / Mobile Integrated Health – Officer. This position will be a promoted position within the bargaining unit. The position will be titled either Administrative Lieutenant or Administrative Captain, dependent on the promoted individual's rank prior to reassignment. The agreement below outlines the new position within our CBA, along with any and all other corresponding language that may not be addressed below.

1. Compensation and the table of benefits will be consistent with the existing Appendix A portion of the Labor Agreement while further defining the wages, hours, and conditions for the 40-hour Community Paramedic/Mobile Integrated Health (CP/MIH) – Officer position.
2. An Administrative Lieutenant or Administrative Captain promoted specifically to this position does not share the rank authority outside of CP/MIH and similar Community Risk Reduction (CRR) activities unless they are assigned in an acting capacity to a shift officer position under the established practice.
3. This position would adhere to maintaining current rank within the fire department while advancing to Administrative Lieutenant or Administrative Captain, to include maintaining education and experience requirements for said position (i.e., firefighter-paramedic maintains firefighter-paramedic status while gaining advancement to Administrative Lieutenant, a lieutenant maintains lieutenant status while gaining advancement to Administrative Captain. A captain maintains the status of captain while gaining the title of Administrative Captain).

4. While the CP/MIH – Officer position is being funded through a grant program, any hours of compensation cannot be earned at compensatory time off. If the CP/MIH program funding is altered or ceased, this item can be revisited by Local 2760 I.A.F.F. and the City of Franklin.
5. The Member is allowed to take part in any promotional process through the duration of their time in the position of CP/MIH – Officer, provided they meet the standardized minimum qualifications for the position.
6. The minimum commitment of time in the CP/MIH – Officer position will be two (2) years. Additional time spent in the position will be through a mutually agreed-upon extension between the member serving in the role and the Fire Department Administration. In the event that either party chooses to end the agreement, after the agreed-upon time frame, the notification shall be communicated before department shift and station selections take place, with a preferred date no later than September 1st of said year.
7. As an individual moves into or out of this assignment, such transition shall ensure there is no net gain or loss in earned leave balances or pay compensation.
8. Nothing herein shall require the City to continue this position should grant funding be diminished in any way. Local 2760 I.A.F.F. understands the fluidity of this position and the nuance of the funding via outside grants. Local 2760 I.A.F.F. is also understanding that a new position of a CP/MIH – Officer will not deplete the current union staffing levels, being forty-two (42) within the shifts at the time of signing this agreement. Any staffing depletion or vacancy of positional roles within the department from our already limited numbers will allow Local 2760 I.A.F.F. to repudiate any agreement to partake in this endeavor, despite any commitments with individuals involved. Local 2760 I.A.F.F. also recognizes that filling the position can be difficult and is sensitive to a short time frame before the position could be filled, six (6) months.
9. Members covered under this CBA who have the education to perform the job tasks of CP/MIH are expected to maintain their education and skills pertaining to that position. Those members who are maintaining that role will be expected to assist the Administrative Lieutenant or Administrative Captain with certain job tasks, Local 2760 I.A.F.F. understands that these tasks will be for those individuals who are hired back at a rate of time and a half to be financially compensated as pay only.
10. For the members covered under this CBA who have the education and are approved by the Fire Chief or their designee to perform the job tasks of CP/MIH, will be compensated with Special Duty Pay, as outlined in Article XXVII.

Article VI: Wages and Work Schedules

Hours of Work: The CP/MIH – Officer position work hours shall primarily consist of eight (8) hours per day, normally Monday through Friday. Variations to the schedule to better suit the public's needs may be mutually agreed upon with the designated CP/MIH – Officer and the approval of the Fire Chief or their designee. Shift trades will not be permitted.

Overtime: CP/MIH – Officer position shall be FLSA exempt. Any hours worked above the 40-hour work week will be compensated at an overtime rate (one and a half 1.5 multiplier) based on the current ranks 2,912 hours. If designated CP/MIH – Officer wants options for shift

fill-in process, they will be placed on the rotating mandate list. If they choose not to fill in on vacant shifts, they will be excluded from the mandate list. This decision will be decided at the beginning of each calendar year, or with the approval of Local 2760 I.A.F.F. and the Fire Chief or their designee. Considering the nature of the position, any and all "special events" (example: National Night Out, St. Martins, etc.) will be available to the CP/MIH – Officer to include a mandate.

Article VII: Holidays

The CP/MIH – Officer shall receive their allotted holiday bank on January 1st of each year and be able to select time off with pay at the rate of eight (8) hours per day for each of the ten (10) designated holidays outlined in Article VII. If the CP/MIH – Officer takes such a holiday off before the actual date of the holiday and terminates before such holiday date, the payment for such holiday will be deducted from their final check. In the event that the CP/MIH – Officer terminates and has not taken time off for a holiday that has occurred before their termination, they shall receive payment for such holiday on their final paycheck. No more than two (2) holidays may be carried into the next succeeding calendar year. The CP/MIH – Officer will also receive three (3) personal holidays as outlined per Article VII. Members working the 40-hour per week CP/MIH – Officer position shall be excluded from any holiday pay out.

Article VIII: Vacations

Vacation Benefits: The CP/MIH – Officer vacation days shall align with their current amount. Example below, unless negotiated for previous years of service credit

Eighty (80) hours of vacation with full pay after one (1) year of employment.

One hundred twenty (120) hours of vacation with full pay after completion of seven (7) years of employment.

One hundred sixty (160) hours of vacation with full pay after completion of thirteen (13) years of employment.

Two hundred (200) hours of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least sixty-five (65) days of sick leave in the year the vacation is to be taken.

Article X: Sick Leave

Assigned CP/MIH – Officer members' current sick leave hours will be converted to eight (8) hours days. Example: current twenty-four hundred (2400) hours, equals one hundred (100) twenty-four (24) hour days. Converting to a forty (40) hour work week, would be eight hundred (800) hours, which equals one hundred (100) eight (8) hour days. The conversion will be reversed if or when the CP/MIH – Officer position returns to the rotating twenty-four (24) hour schedule.

A full month of service for the CP/MIH – Officer who works a forty (40) hour work week shall accrue eight (8) hours of sick leave for each full month of service, a month refers to at least twenty (20) regular work days.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date set forth below.

Bradley Polaske
President, IAFF – Local 2760

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9-16-25
REPORTS AND RECOMMENDATIONS	Request Common Council Approval of a Letter of Understanding with Franklin Professional Firefighters Local 2760 regarding starting wages for the newly created position of Captain	ITEM NUMBER 5.7.

The Fire Department is seeking council approval of a letter of understanding with Franklin Professional Firefighters Local 2760 concerning starting wages for the newly created Captain position. This letter of understanding was reviewed by the Personnel Committee on September 15th, 2025.

The Captain job description was approved by the Common Council on December 17, 2024. The promotion of three current Lieutenants to the rank of Captain is included in the 2025 fire department operating budget. A promotional process is currently underway and is expected to conclude in fall 2025.

Because this is a newly established position, Captain wages are not included in the current collective bargaining agreement with Local 2760. The purpose of this side letter is to set starting wages for the three newly promoted Captains and confirm off-time arrangements. The wage lift included in the letter of understanding is directly aligned between the lower rank of Lieutenant and the higher rank of Battalion Chief. It is also in the same range paid by comparable fire departments in the area. This letter of understanding will serve as the boilerplate for adding the Captain position to the next collective bargaining agreement.

COUNCIL ACTION REQUESTED

Motion to approve the Letter of Understanding with Franklin Professional Firefighters Local 2760 regarding starting wages for the newly created position of Captain

Fire: JCM

Letter of Understanding
Between the City of Franklin and the
Franklin Professional Firefighters Association Local 2760, I.A.F.F

Whereas the City of Franklin and the Franklin Professional Firefighters Association Local 2760 jointly acknowledged interest in establishing the position of Captain in 2025. This position would provide additional authority and oversight on each of the three operational shifts in support of the Battalion Chief, directly supervise the operations and upkeep of each fire station, as well as ancillary management responsibilities. A primary goal of establishing this new rank is to provide a pathway of professional development from company officer to Battalion Chief. It is expected that the Captain will perform the role of Acting Battalion Chief when necessary in the absence of normally assigned Battalion Chief.

The Captain job description was approved by the Common Council on December 17, 2024. The promotion of three current Lieutenants is included in the 2025 fire department operating budget. A promotional process is currently underway and is expected to conclude in fall 2025.

The purpose of this side letter is to set starting wages for the three newly promoted Captains and confirm off-time arrangements.

Now, therefore, the following constitutes the mutual agreement between the City of Franklin and Local 2760 relative to the establishment of the position of Captain within the Franklin Fire Department.

1. Wages – The Captain job description contains the requirement of maintaining certification as a Milwaukee County full practice status Paramedic. For this reason, calculation of wage increase is based on the current Lieutenant Paramedic classification. A 5% increase in pay over the Lieutenant Paramedic classification.

	Paramedic	Paramedic with Ladder	Paramedic Lieutenant	Paramedic Captain		Paramedic	Paramedic with Ladder	Paramedic Lieutenant	Paramedic Captain
1-Jan-25					1-Jan-26				
hourly					hourly				
5% over LT					5% over LT				
Step 1					Step 1				
0-6 mo	23.09	23.33	24.58	25.81	0-6 mo	23.79	24.03	25.30	26.58
Step 2					Step 2				
7-12 mo	23.89	24.13	25.39	26.66	7-12 mo	24.61	24.85	26.14	27.46
Step 3					Step 3				
7-12 mo	27.83	28.11	29.57	31.05	7-12 mo	28.67	28.96	30.44	31.98
Step 4					Step 4				
25-36 mo	28.78	29.07	30.57	32.1	25-36 mo	29.64	29.94	31.48	33.06
Step 5					Step 5				
37-48 mo	29.77	30.07	31.59	33.17	37-48 mo	30.66	30.97	32.53	34.16
Step 6					Step 6				
48+					48+				
months	33.65	33.99	35.68	37.46	months	34.66	35.01	36.74	38.58

2. Captains assigned to the 56 hour-per-week work schedule will be subject to the same off-time requirements that currently apply to the Lieutenant Paramedic classification in the current collective bargaining agreement.

3. When performing the role of Acting Battalion Chief, the Captains shall not receive acting officer pay. This is consistent to how the current Reserve Officer program is administered.

This Letter of Understanding is entered into voluntarily and shall not prejudice either party's interpretation of any other language of the initial Labor Agreement between Local 2760 and the City of Franklin. The language above shall be considered for addition to the subsequent Labor Agreement upon expiration of the current Labor Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding on the date set forth below.

City of Franklin

**International Association of Firefighters
- Local 2760**

James C Mayer Date
Fire Chief

Bradley Polaske Date
President, IAFF-Local 2760

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 16, 2025
REPORTS & RECOMMENDATIONS	A RESOLUTION FOR EMERGENCY AUTHORIZATION TO CONTRACT WITH QUALITY FLOW SYSTEMS TO REPLACE PUMP AT ST. MARTINS LIFT STATION IN LIEU OF THE PUBLIC BID PROCESS WITH A NOT-TO-EXCEED AMOUNT OF \$156,680.00	ITEM NUMBER A. 8.

BACKGROUND

The City of Franklin has 5 Sewer lift stations that service the 36,800+ residents with the Franklin boundaries. A lift station is a pump station that uses a collection system to transport wastewater or sewage from a lower to a higher elevation. The stations normally transport the wastewater from residential and commercial areas to a proper treatment plant. A properly maintained sewer lift station can typically last 15 to 20 years or more. The St. Martin's Lift Station is located at 11575 W. Forest Home Ave and serves a large section of the west side of Franklin. This lift station has been in service for over 20 years and has surpassed the average life expectancy.

ANALYSIS

During routine maintenance of the lift station, it was discovered that one of the two pumps are showing signs of significant wear and leaking seals. If this pump is not replaced, the health and safety of the residents that the lift station services could be jeopardized. Having only one pump at this lift station would be catastrophic during a heavy rain event. This is considered an emergency situation due to there only being two pumps at this lift station and not three needed for reliability. The Common Council previously approved emergency authorization for replacement of pump #1 at this lift station back in April 2025. On recent inspection of pump #2, it was deemed in even worse condition than pump #1 and in need of emergency replacement. Pump #1 is still waiting for shipment, deeming this purchase an emergency so both pumps aren't inoperable at the same time.

Pursuant to Wis. Stat. § 62.15(1b) Exception as to public emergency, the Board of Public Works met on September 9, 2025 and passed a resolution declaring a public emergency, which allows for the exemption of the bidding process for replacement.

FISCAL NOTE

The City of Franklin received bond proceeds in 2021 for the Industrial Park Lift Station project. The City borrowed \$3,005,000 for that project and \$3,505,000 for TID 8 projects. The industrial park lift station project has been complete and there is over \$200,000 in additional proceeds that need to be spent, and can only be spent on sewer projects. The Director of Finance has engaged with the City's financial advisor and deemed this project appropriate for the use of the remaining bond proceeds.

COMMON COUNCIL ACTION REQUESTED

Adopt Resolution 2025-_____ a Resolution for Emergency Authorization to Contract with Quality Flow Systems to Replace Pump at St. Martins Lift Station in Lieu of the Public Bid Process with a Not-to-Exceed Amount of \$156,680.00.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION FOR EMERGENCY AUTHORIZATION TO CONTRACT WITH QUALITY FLOW SYSTEMS TO REPLACE PUMP AT ST. MARTINS LIFT STATION IN LIEU OF THE PUBLIC BID PROCESS WITH A NOT-TO-EXCEED AMOUNT OF \$156,680.00

WHEREAS, the City of Franklin routinely lets all contracts for public construction exceeding \$25,000 in accordance with Wis. Stat. § 62.15 and 66.0901; and

WHEREAS, the St. Martin's Lift Station is located at 11575 W. Forest Home Ave and serves a large section of the west side of Franklin. This lift station has been in service for over 20 years and has surpassed the average life expectancy; and

WHEREAS, it was discovered that one of the two major pumps are showing signs of significant wear and leaking seals. If this pump is not replaced, the health and safety of the residents that the lift station services could be jeopardized; and

WHEREAS, the Common Council previously approved emergency authorization for replacement of pump #1 at the St. Martins Lift Station back in April 2025; and

WHEREAS, on recent inspection of pump #2, it was deemed in even worse condition than pump #1; and

WHEREAS, based upon the public welfare concerns cited, it is necessary to undertake the replacement as soon as possible; and

WHEREAS, Wis. Stats. § 62.15(1b) authorizes the waiving of bidding requirements for the repair and reconstruction of public facilities when the Public Works Committee determines by resolution that the damage or threatened damage creates an emergency in which the public health or welfare of the City of Franklin is endangered; and

WHEREAS, funds for the necessary replacement are available through the remaining debt proceeds borrowed in 2021 for the Industrial Park Lift Station; and

WHEREAS, the Board of Public Works has passed a resolution declaring a public emergency, which allows for the exemption of the bidding process; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Franklin that the proper City officials are authorized and directed to waive bidding requirements for the necessary replacement and instead to enter a contract or purchase order to Quality Flow Systems with a not-to-exceed amount of \$156,680.00 for the necessary replacement.

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. Robers, Clerk

AYES

NOES

ABSENT



800 6th St. N.W.
New Prague, MN 56071
Office: (952) 758-9445
Fax: (952) 758-9661

Quotation

To: Village of Franklin, WI

Date: 8/26/2025

From: Travis Morgan

Phone: (414) 639-4943

Attn: Glen Beardsley

Re: Franklin, WI St. martins Lift Station Replacement Pump

Item A

KSB Replacement Pump;

This will consist of supply and install of a new KSB pump at the St. Martins lift station.

To include:

<u>Qty</u>	<u>Description</u>
1	KSB KRT D200-503/806XNG2-D 460V 100HP to Include: <ul style="list-style-type: none">• 65' of power and control cable• D-max Hard Iron Impeller• 14"x10" suction elbow• Lifting Bail
1	12"x14" concentric reducer
1	12" flex coupler/w control rods
1	12" x 26 3/4" Flg x Flg
1	10" x 22 3/4" Flg x Flg
A/R	Concrete
1	Installation/Labor

Total Sell Price for Item A is \$156,680.00 (plus any applicable taxes)

On behalf of the Quality Flow Systems, Inc,

Name (print): _____

Position: _____

Sign & Date: _____

On behalf of City of Franklin, WI,

Name (print): _____

Position: _____

Sign & Date: _____

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION DECLARING A PUBLIC EMERGENCY RELATING TO THE
REPLACEMENT OF A PUMP AT THE ST. MARTIN'S LIFT STATION

WHEREAS, the City of Franklin routinely lets all contracts for public construction exceeding \$25,000 in accordance with Wis. Stat. § 62.15 and 66.0901; and

WHEREAS, the St. Martin's Lift Station is located at 11575 W. Forest Home Ave and serves a large section of the west side of Franklin. This lift station has been in service for over 20 years and has surpassed the average life expectancy; and

WHEREAS, it was discovered that one of the two major pumps are showing signs of significant wear and leaking seals. If this pump is not replaced, the health and safety of the residents that the lift station services could be jeopardized; and

WHEREAS, based upon the public welfare concerns cited, it is necessary to undertake the replacement as soon as possible; and

WHEREAS, Wis. Stats. § 62.15(1b) authorizes the waiving of bidding requirements for the repair and reconstruction of public facilities when the Public Works Committee determines by resolution that the damage or threatened damage creates an emergency in which the public health or welfare of the City of Franklin is endangered; and

WHEREAS, funds for the necessary replacement are available through the remaining debt proceeds borrowed in 2021 for the Industrial Park Lift Station; and

NOW, THEREFORE, BE IT RESOLVED, by the Public Works Commission of the City of Franklin that the replacement of the St. Martin's Lift Station pump creates a public emergency that requires immediate replacement, without compliance with Wis. Stats. §§62.15 and 66.0901.

BE IT FURTHER RESOLVED, that the proper City officials are authorized and directed to waive bidding requirements for the necessary replacement and instead to enter a contract or purchase order to a competent contractor for the necessary replacement.

BE IT FURTHER RESOLVED, that this Resolution shall remain in effect until the Common Council of the City of Franklin determines by majority vote that the emergency no longer exists, pursuant to Wis. Stats. § 62.15(1b).

Passed and adopted at a special meeting of the Board of Public Works of the City of Franklin this _____ day of _____, 2025.

APPROVED:

Charles Porter, Chair

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 16, 2025
REPORTS & RECOMMENDATIONS	A RESOLUTION FOR EMERGENCY AUTHORIZATION TO PROCEED WITH THE EMERGENCY REPAIRS OF PLEASANT VIEW RESERVE	ITEM NUMBER 95.9.

BACKGROUND

The Pleasant View Reserve Subdivision is located near South 51st Street and West Marquette Avenue. This subdivision has been constructed in 3 phases (Phase 1, 2A, and 2B). All phases have been built out and the Engineering Department has created a punch list for the developer to complete prior to installing the final lift of asphalt and the City accepting the public improvements.

ANALYSIS

A site visit was held on July 17, 2025 with the Engineering Department, Director of Public Works, construction inspection representatives, and the developer. The punch list items were discussed and marked out during the site visit. The punch list was sent to the developer to address the punch list items. Items on the punch list need to be addressed the year as the binder course of asphalt on Phase 1 has been exposed for multiple years and cannot go another winter without the surface layer of asphalt being installed. If the surface layer of asphalt is not installed this year, the roadway could be jeopardized and risk needing more repair (asphalt binder layer being removed and replaced prior to the surface layer).

Pursuant to Wis. Stat. § 62.15(1b) Exception as to public emergency, the Board of Public Works met on September 9, 2025 and passed a resolution declaring a public emergency, which allows for the exemption of the bidding process for replacement.

FISCAL NOTE

Funds for the necessary repairs could be reimbursed through the developer's bond as part of the Subdivision Developers Agreements for Phases 1, 2A, and 2B. Further discussions will be had with the developer during a walk through on September 18, 2025.

COMMON COUCIL ACTION REQUESTED

Adopt Resolution 2025-_____ a Resolution for Emergency Authorization to Proceed with the Emergency Repairs of Pleasant View Reserve.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION FOR EMERGENCY AUTHORIZATION TO PROCEED WITH THE
EMERGENCY REPAIRS OF PLEASANT VIEW RESERVE

WHEREAS, the City of Franklin routinely lets all contracts for public construction exceeding \$25,000 in accordance with Wis. Stat. §62.15 and §66.0901; and

WHEREAS, the Pleasant View Reserve Subdivision is located near South 51st Street and West Marquette Avenue. This subdivision has been constructed in 3 phases (Phase 1, 2A, and 2B). All phases have been built out and the Engineering Department has created a punch list for the developer to complete prior to installing the final lift of asphalt and the City accepting the public improvements; and

WHEREAS, a site visit was held on July 17, 2025 with the Engineering Department, Director of Public Works, construction inspection representatives, and the developer. The punch list items were discussed and marked out during the site visit. The punch list was sent to the developer to address the punch list items. Items on the punch list need to be addressed the year as the binder course of asphalt on Phase 1 has been exposed for multiple years and can not go another winter without the surface layer of asphalt being installed. If the surface layer of asphalt is not installed this year, the roadway could be jeopardized and risk needing more repair (asphalt binder layer being removed and replaced prior to the surface layer); and

WHEREAS, based upon the concerns cited, it is necessary to undertake the public repairs as soon as possible; and

WHEREAS, based upon the public welfare concerns cited, it is necessary to undertake the replacement as soon as possible; and

WHEREAS, Wis. Stats. §62.15(1b) authorizes the waiving of bidding requirements for the repair and reconstruction of public facilities when the Public Works Committee determines by resolution that the damage or threatened damage creates an emergency in which the public health or welfare of the City of Franklin is endangered; and

WHEREAS, funds for the necessary repairs could be reimbursed through the developers bond as part of the Subdivision Developers Agreements for Phases 1, 2A, and 2B; and

WHEREAS, the Board of Public Works has passed a resolution declaring a public emergency, which allows for the exemption of the bidding process;

NOW, THEREFORE, BE IT RESOLVED, by the Public Works Commission of the City Of Franklin that the repairs of public improvements for Pleasant View Reserve Subdivision creates a public emergency that requires immediate repairs, without compliance with Wis. Stats. §62.15 and §66.0901.

BE IT FURTHER RESOLVED, that the proper City officials are authorized and directed to waive bidding requirements for the necessary replacement and instead to enter a contract or purchase order to a competent contractor for the necessary replacement.

BE IT FURTHER RESOLVED, that this Resolution shall remain in effect until the Common Council of the City of Franklin determines by majority vote that the emergency no longer exists, pursuant to Wis. Stats. §62.15(1 b).

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, Clerk

AYES _____ NOES _____ ABSENT _____

PUNCH LIST

Pleasant View Reserve

Ruekert & Mielke, Inc.

08/21/2025

SANITARY SEWER

- 50th Court
 - SAN MH 15 – Additional chimney ring needed? Please check and ensure it is to correct height.
- 50th Street
 - SAN MH 5 – Additional chimney ring needed? Please check and ensure it is to correct height.
 - SAN MH 6 – Internal/external seal broken. Install new seal and make sure chimney is straight.
 - SAN MH 7 – Internal/external seal broken. Install new seal and realign chimney.
 - SAN MH 8 - Additional chimney ring needed? Please check and ensure it is to correct height.
- 49th Court
 - SAN MH 13 - Additional chimney ring needed? Please check and ensure it is to correct height.
 - SAN MH 14 - Additional chimney ring needed? Please check and ensure it is to correct height.

WATER MAIN

- Valve boxes to be adjusted to finish grade per City of Franklins specifications.
- 50th Court
 - Hydrant near Lot 46 (H-12) – Needs location box installed.
- 50th Street
 - Hydrant near Lot 19 / Lot 20 (H-3) - Needs extension installed.
 - Hydrant near Lot 16 / Lot 17 (H-4) – Valve box needs to be straightened and/or top section repaired.
 - Hydrant near Lot 13 (H-5) – Needs extension installed.

STORM SEWER

- Remove interim asphalt curb.
- Adjust interim inlets/catch basins per construction plans and City of Franklin specifications.
- Remove debris/sediment from inlets as needed once inlet protection has been removed.
- 50th Court
 - Existing STO MH at intersection – Cannot open. Verify chimney is straight, no infiltration at joints, annular spaces are closed, and flowline/bench is free of debris and material.
 - STO MH 60 – Cannot open. Verify chimney is straight, no infiltration at joints, annular spaces are closed, and flowline/bench is free of debris and material.
- 50th Street
 - STO MH 12 – Cannot open. Verify chimney is straight, no infiltration at joints, annular spaces are closed, and flowline/bench is free of debris and material.
 - STO MH 11 – Chimney adjustment needed.
 - STO MH 1 – Chimney needs to be realigned.
 - STO MH 2 - Cannot open. Verify chimney is straight, no infiltration at joints, annular spaces are closed, and flowline/bench is free of debris and material.
 - STO MH 6 - Cannot open. Additional chimney ring needed? Please check and ensure it is to correct height. Verify chimney is straight, no infiltration at joints, annular spaces are closed, and flowline/bench is free of debris and material.
 - STO MH 7 - Cannot open. Verify chimney is straight, no infiltration at joints, annular spaces are closed, and flowline/bench is free of debris and material.
- 49th Court
 - STO MH 76 - Additional chimney ring needed? Please check and ensure it is to correct height.
 - STO MH 73 - Additional chimney ring needed? Please check and ensure it is to correct height.

LANDSCAPING

- Grade, topsoil, seed, and stabilize select areas throughout all phases.

PAVEMENT

- Address and repair marked out cracks in binder course throughout phases.
- Mill temporary asphalt binder wedge.
- Mill temporary tapers for existing surface to binder transitions.
- Mill around MH structures and high points.

- Sweep roads before any surface course placement.
- Tack binder course prior surface course placement (noting not to get too far ahead of themselves).
- Install surface course per construction plans and City of Franklin specifications.

CONCRETE

- Remove and replace marked curb & gutter (including three approach areas along Marquette near school).
- Remove and replace marked sidewalk/ramps.
- Remove and replace marked driveway approaches and abutting sidewalk.
- Place concrete curb & gutter at either side of interim inlets.
- 7532 49th Court – Replace temporary asphalt driveway patch with concrete.

MISCELLANEOUS

- Remove all sediment and debris from curb and gutter.
- Practice good housekeeping throughout all phases.
- Remove inlet protection when allowed by Erosion Control Inspector and City of Franklin.



8 1 6 8 0 2 7 0
Tx:40810133

S461-3

Document Number

**SUBDIVISION DEVELOPMENT
AGREEMENT-PLEASANT VIEW
RESERVE**

DOC # 11173822

RECORDED:

10/12/2021 08:25 AM

ISRAEL RAMON

REGISTER OF DEEDS

MILWAUKEE COUNTY, WI

AMOUNT: 30.00

Recording Area

Name and Return Address

Shirley J. Roberts, Deputy City
Clerk

City of Franklin

9229 West Loomis Road

Franklin, Wisconsin 53132

Parcel Identification Number (PIN)

This Information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

**PLEASANT VIEW RESERVE SUBDIVISION
PHASE 1**

August 2021

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 8th day of October 2021, by and between VH PVR LLC, a limited liability company, hereinafter called the "Subdivider" 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 Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.0300 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision 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 Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, 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 Subdivision 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 Subdivider 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 Subdivider 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 Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is Two Hundred Eighty-One Thousand, Five Hundred Seventy and 95/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider 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 Subdivider) in the initial amount of \$281,570.95, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider 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 Subdivider 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 Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider 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 Subdivider 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 Subdivider, 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 Subdivider, 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 Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. 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 Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. 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 Subdivision 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 Subdivider 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 Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision 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 Subdivider. The Subdivider's

obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision 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 Subdivision, 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 Subdivider 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 Subdivider 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 Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys' fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider 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 Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider 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 Subdivider 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 Subdivider and all subcontractors retained by the Subdivider 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 Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate

- (2) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

- (b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.
15. The Subdivider 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 Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot

assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider'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 Subdivider's compliance with the terms of this Agreement as necessary.

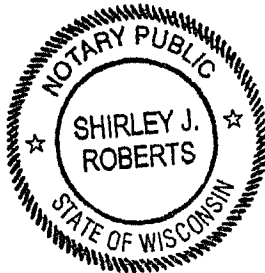
This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider 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 Subdivider remains liable hereunder. This Agreement shall run with the land.

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

8

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 8th day of October, 2021, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. 2021-7764, adopted by its Common Council on the 17th day of August, 2021.



Shirley J. Roberts
Notary Public, Milwaukee County, WI
My commission expires: 3-27-24
Shirley J. Roberts

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

Form approved:

[Signature] 10/8/21
Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1**

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

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1

LEGAL DESCRIPTION OF SUBDIVISION

Part of Lot 2 of Certified Survey Map No. 9283, recorded in the Register of Deeds office for Milwaukee County on December 21, 2020, as Document No. 11059192 and part of the Southwest 1/4 of the Northeast 1/4, all being part of the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence South 00°-13'-19" West along the West line of said Northeast 1/4, a distance of 1,632.94 feet to the Westerly extension of the North line of said Lot 2; thence North 87°-53'-21" East along said Westerly extension, a distance of 399.80 feet to the Northwest corner of said Lot 2, said point being the point of beginning; thence continuing North 87°-53'-21" East along the North line of said Lot 2, a distance of 219.41 feet to the Northeast corner of said Lot 2; thence South 00°-04'-31" West along an East line of said Lot 2, a distance of 520.23 feet to an East corner of said Lot 2; thence North 88°-00'-40" East along an East line of said Lot 2, a distance of 189.44 feet to an East corner of said Lot 2; thence South 00°-04'-49" West along an East line of said Lot 2, a distance of 307.68 feet to an East corner of said Lot 2; thence South 88°-00'-17" West along an East line of said Lot 2, a distance of 170.11 feet to an East corner of said Lot 2; thence South 00°-04'-49" West along an East line of said Lot 2, a distance of 170.00 feet to the Southeast corner of said Lot 2, said point also falling on the proposed Northerly Right-of-Way line of West Marquette Avenue; thence Northwesterly 52.79 feet along said Northerly line on a curve to the right having a radius of 267.00 feet, the chord of said curve bears North 86°-32'-25" West, a chord distance of 52.70 feet; thence North 80°-52'-35" West along said Northerly line, a distance of 276.50 feet; thence Northwesterly 65.84 feet along said Northerly line on a curve to the left having a radius of 333.00 feet, the chord of said curve bears North 86°-32'-25" West, a chord distance of 65.73 feet; thence South 87°-47'-45" West along said Northerly line, a distance of 189.46 feet to a West line of said Lot 2; thence North 00°-13'-19" East along said West line, a distance of 432.71 feet to a West corner of said Lot 2; thence North 87°-51'-32" East along a West line of said Lot 2, a distance of 238.67 feet to a West corner of said Lot 2; thence North 00°-16'-02" East along a West line of said Lot 2, a distance of 368.16 feet to a West corner of said Lot 2; thence North 87°-47'-56" East along a West line of said Lot 2, a distance of 100.87 feet to a West corner of said Lot 2; thence North 00°-16'-20" East along a West line of said Lot 2, a distance of 15.03 feet; thence North 16°-48'-41" West, a distance of 82.56 feet; thence Northwesterly 37.20 feet along a curve to the right having a radius of 130.00 feet, the chord of said curve bears North 08°-37'-00" West, a chord distance of 37.07 feet to the Westerly extension of the North line of said Lot 2; thence North 87°-53'-21" East along said Westerly extension, a distance of 30.01 feet to the point of beginning and containing 10.665 acres (464,573 sq. ft.) of land more or less.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1

GENERAL DESCRIPTION
OF
REQUIRED SUBDIVISION
IMPROVEMENTS

Description of improvements required to be installed to develop the Pleasant View Reserve Phase 1 Subdivision.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (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 Subdivision in conformance with the approved grading plan. *S
2. Grading of the streets within the Subdivision 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 Subdivision, 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 Subdivision 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 Subdivision, 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 Subdivision 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 Subdivision to the approved grade and in accordance with the City specifications. Improvements to West Maquette Avenue will be governed by the Agreement to Construct West Maquette Avenue from South 51st Street to South 49th Street between and Among the City of Franklin, Creative Homes, Inc. and Franklin 49th Street LLC dated November 25, 2020. *S
10. Concrete sidewalks in the Subdivision 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 Subdivision 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. *C
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 Subdivision and management areas 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 signage in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION PHASE 1

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

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

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision 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, inlets, leads, open swales, retention basins and other management facilities 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 Subdivider'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 a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision 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 Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider 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 Subdivision whenever possible except as noted in Exhibit "E".
3. Improvements to West Maquette Avenue will be governed by the Agreement to Construct West Maquette Avenue from South 51st Street to South 49th Street between and Among the City of Franklin, Creative Homes, Inc. and Franklin 49th Street LLC dated November 25, 2020.

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 stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider 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 Subdivider'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 Subdivider.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.
4. The curb, gutter and sidewalk on the south side of W. Marquette Ave. from S. 49th St. to the connection near Pleasant View Elementary School as well as the asphalt path connecting S. 49th Court to the Pleasant View Park as depicted on engineering plans from Excel Engineering dated 7/1/2021 (and as modified and approved by the City of Franklin Engineering Department) shall be constructed as part of the Phase II improvements. The amount of surety for Phase I improvements shall be increased by \$59,100 (fifty-nine thousand and one hundred dollars) to ensure this work will be completed in Phase II and is shown as a separate line in Exhibit D.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider 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 open channel, unless otherwise agreed upon by the Subdivider and the City.

- b) Side slopes no steeper than 4:1.
- c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.

2. Pedestrian

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

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 Subdivision 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 Subdivider 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 Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, 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 Subdivision improvements, a fee equal to two-and-one-fourth percent ($2\frac{1}{4}\%$) 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 ($1\frac{3}{4}\%$) 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 ($1\frac{1}{4}\%$) of said cost in excess of \$500,000.00. At the demand of the Subdivider 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 Subdivider. 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 Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR PLEASANT VIEW RESERVE SUBDIVISION
PHASE I

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$ 25,000.00
Sanitary System	-----
Water System	-----
Storm Sewer System	-----
□ Paving (including sidewalk)	26,508.55
Street Trees (34 x \$400/lot)	13,600.00
Street Lights (3) @ approximately \$5,000/ea.	15,000.00
Street Signs	2,500.00
Underground Electric, Gas and Telephone	62,126.85
Storm Water Management	10,000.00
Phase II Improvements	59,100.00
SUBTOTAL	\$213,835.40
Engineering/Consulting Services	10,000.00
Municipal Services (7% of Subtotal)	14,968.47
Contingency Fund (20% of Subtotal)	42,767.08
TOTAL:	\$281,570.95

Total: Two Hundred Eighty One Thousand, Five Hundred Seventy and 95/100 Dollars.

APPROVED BY: _____

Glen E. Morrow
 Glen E. Morrow, City Engineer

Date: 9-2-2021

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION
PHASE 1

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin for three (3) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider 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.
3. The Subdivider 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.
4. The Subdivider agrees to pay the City for street trees planted by the City on W. Marquette Ave., S. 50th St., and S. 49th St. 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 Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider 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 Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider 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 Subdivider shall maintain the erosion and siltation

control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Subdivider 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.
10. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Subdivider 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 Subdivider and/or owners association.
12. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
13. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.

14. Construction Requirements:

- a) Prior to any construction activity on the site, Subdivider 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. Marquette Ave.

15. The Subdivider shall provide for the connection to the existing S. 49th St. and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE SUBDIVISION
PHASE 1

CONSTRUCTION SPECIFICATIONS

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

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

Document Number

**SUBDIVISION DEVELOPMENT
AGREEMENT-PLEASANT VIEW
RESERVE PHASE II-A**



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Recording Area

Name and Return Address

Shirley J. Roberts, Deputy City
Clerk
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

**PLEASANT VIEW RESERVE
PHASE II-A**

January 2023

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-A**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 17th day of November 2022, by and between VH PVR LLC, a limited liability company, hereinafter called the "Subdivider" 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 Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.033 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision 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 Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, 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 Subdivision 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 Subdivider 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 Subdivider 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 Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) one hundred seventy-seven thousand six hundred forty and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider 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 Subdivider) in the initial amount of \$177,640.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee 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 Subdivider 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 Subdivider 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 Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider 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 Subdivider 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 Subdivider, 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 Subdivider, 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 Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. 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 Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. 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 Subdivision 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 Subdivider 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 Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision 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 Subdivider. The Subdivider's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision 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 Subdivision, 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 Subdivider 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 Subdivider 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 Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider 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 Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider 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 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 Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

A. General/Commercial Liability <i>To be provided by Developer and Developer's subcontractor, DF Tomasini Contractors, Inc.</i>	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, (VH PVR, LLC \$1,000,000/\$2,000,000; DF Tomasini Contractors, Inc. \$1,000,000/\$2,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability <i>To be provided by Developer and Developer's subcontractor, DF Tomasini Contractors, Inc.</i>	\$1,000,000 combined single limit (VH PVR, LLC \$1,000,000; DF Tomasini Contractors, Inc. \$1,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
C. Contractor's Pollution Liability <i>To be provided by Developer's subcontractor, DF Tomasini Contractors, Inc.</i>	\$1,000,000 per occurrence, \$2,000,000 aggregate (DF Tomasini Contractors, Inc. \$1,000,000/\$2,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability - <i>To be provided by Developer and Developer's subcontractor, DF Tomasini Contractors, Inc.</i>	\$10,000,000 per occurrence for bodily injury, personal injury, and property (VH PVR, LLC \$10,000,000; DF Tomasini Contractors, Inc. \$5,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Worker's Compensation and Employers' Liability - <i>To be provided by Developer's subcontractor, DF Tomasini Contractors, Inc.</i>	Statutory (DF Tomasini Contractors, Inc.) Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.
E. Professional Liability (Errors & Omissions) <i>To be provided by Developer's subcontractor, Excel Engineering, Inc.</i>	\$2,000,000 single limit (Excel Engineering, Inc., \$5,000,000)

(b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Subdivider 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 Subdivider has paid all of the

Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider'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 Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider 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 Subdivider remains liable hereunder. This Agreement shall run with the land.

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

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: VH PVR LLC

NO SEAL

By: [Signature]
Name: Chris Ehlers
Title: Authorized Signatory

Party of the First Part

STATE OF WISCONSIN)
)ss.
Dane COUNTY)

Personally came before me this 17 (day) of November, 2022, the above named Chris Ehlers of VH PVR LLC and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said limited liability company by its authority.

or

This instrument was acknowledged before me on _____ (date) by Chris Ehlers as Authorized Signatory of VH PVR LLC.

[Signature]
Name printed Angie Christensen
Notary Public, Dane County, WI
My commission expires: 5/1/2024

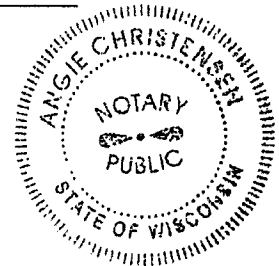


CITY OF FRANKLIN

By: [Signature]
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: [Signature]
Name: Sandra L. Wesolowski Karen L. Kastenson
Title: City Clerk



Party of the Second Part

STATE OF WISCONSIN)

)ss.

Milwaukee COUNTY)

Personally came before me this 16th day of March, 2023, the above named Stephen R. Olson, Mayor, and Karen L. Kastenson, 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. 2023-7933, adopted by its Common Council on the 17th day of January, 2023.

Shirley J. Roberts
Notary Public, Milwaukee County, WI
(Shirley J. Roberts)
My commission expires: 3-27-24



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

Form approved:

Jesse A. Wesolowski - 3/19/23
Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-A**

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

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-A

**LEGAL DESCRIPTION
OF SUBDIVISION**

Lots 26-40 and Outlot 2 in Pleasant View Reserve, part of Lot 2 of Certified Survey Map 9283 and part of the SW $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, all being a part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 5 north, range 21 east in the City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-A

GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS

Description of improvements required to be installed to develop the [Name of] Subdivision.

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

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

- | | | |
|----|---|----|
| 1. | Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. | *S |
| 2. | Grading of the streets within the Subdivision 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 Subdivision, 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 Subdivision 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 Subdivision, 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 Subdivision 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 Subdivision to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Subdivision 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 Subdivision 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. *C
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 Subdivision and management areas 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 signage in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE
PHASE II-A

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

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

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision 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, inlets, leads, open swales, retention basins and other management facilities 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 Subdivider'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 a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision 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 Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider 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 Subdivision 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 stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider 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 Subdivider'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 Subdivider.

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

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider 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 open channel, unless otherwise agreed upon by the Subdivider and the City.
 - b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
 - a) The pedestrian walks shall be concrete or asphalt as required by city Engineer and shall be ten (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

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 Subdivision 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 Subdivider 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 Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, 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 Subdivision improvements, a fee equal to two-and-one-fourth percent ($2\frac{1}{4}\%$) 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 ($1\frac{3}{4}\%$) 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 ($1\frac{1}{4}\%$) of said cost in excess of \$500,000.00. At the demand of the Subdivider 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 Subdivider. 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 Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR PLEASANT VIEW RESERVE
PHASE II-A

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$10,000.00
Sanitary System	--
Water System	--
Storm Sewer System	--
Paving (including sidewalk)	\$16,000.00
Street Trees (15 x \$400/lot)	\$6,000.00
Street Lights () @ approximately \$5,000/ea.	--
Street Signs	--
Underground Electric, Gas and Telephone	--
Storm Water Management	--
Improvement Guarantee (10% of costs)	\$100,000.00
SUBTOTAL	\$132,000.00
Engineering/Consulting Services	\$10,000.00
Municipal Services (7% of Subtotal)	\$9,240.00
Contingency Fund (20% of Subtotal)	\$26,400.00
TOTAL:	\$177,640.00

Total: one hundred seventy-seven thousand six hundred forty/100 Dollars.

APPROVED BY: Glen E. Morrow Date: DECEMBER 5, 2022
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE
PHASE II-A

ADDITIONAL SUBDIVISION REQUIREMENTS
--

1. The Subdivider agrees that it shall pay to the City of Franklin for ___0(zero) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider 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.
3. The Subdivider 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.
4. The Subdivider agrees to pay the City for street trees planted by the City on W Marquette Ave. and S 49th Court 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 Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider 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 Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider 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 Subdivider shall maintain the erosion and siltation

control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Subdivider 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.
10. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Subdivider 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 Subdivider and/or owners association.
12. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
13. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.

14. Construction Requirements:

- a) Prior to any construction activity on the site, Subdivider 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 Marquette Ave.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE
PHASE II-A

CONSTRUCTION SPECIFICATIONS

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713		CONTACT NAME: Brooklyn Hilton PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS: brooklyn.hilton@m3ins.com		
INSURED Veridian Homes, LLC 6801 South Towne Drive Madison WI 53713		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Union Insurance Company		25844
		INSURER B: Firemen's Insurance Company of		21784
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 35940739

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		CPA3268409-20	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPA3268409-20	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CPA3268409-20 EXS0552198	10/1/2022 10/1/2022	10/1/2023 10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Excess \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCA3268410-20	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

VH PVR, LLC is included as a Named Insured.
RE: Neighborhood of Pleasant View Reserve, Phase 2A

City of Franklin is listed as additional insured on the general liability, auto liability and umbrella liability on a primary, non-contributory basis when required by written contract. Umbrella follows form. 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 9229 W Loomis Rd Franklin WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The McClone Agency, Inc.
PO Box 389
Menasha WI 54952

CONTACT NAME: Eric Lehmann

PHONE (A/C, No, Ext): 800-236-1034

FAX (A/C, No): 920-725-3233

E-MAIL ADDRESS: certificate@mcclone.com

INSURER(S) AFFORDING COVERAGE

NAIC #

License#: 100197661
EXCEENG-01

INSURED
Excel Engineering Inc.
Brett Soodsma
100 Camelot Drive
Fond du Lac WI 54935

INSURER A: The Charter Oak Fire Ins. Co.

25615

INSURER B: Travelers Prop Cas Co of AM

25674

INSURER C: Travelers Indemnity Co of AM

25666

INSURER D: Markel American Insurance Co.

28932

INSURER E: Navigators Insurance Co.

42307

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1846237551

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	630-5T529512	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-5T532725	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input checked="" type="checkbox"/> RETENTION \$ n			CUP-5T536367	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB-5T536054	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Professional Liability Excess Professional Liability			MKLV7PL0005406 CE22MPLZ0BNSDIC	7/1/2022 7/1/2022	7/1/2023 7/1/2023	Each Occurrence/Aggreg \$ 5,000,000 Each Occurrence/Aggreg \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Veridian Franklin Pleasant View Reserve Phase IIA-2132664

City of Franklin is an Additional Insured on a Primary & Noncontributory Basis with a Waiver of Subrogation when Required by Written Contract per Policy Forms, Conditions & Exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin
9229 W Loomis rd
Franklin WI 53132-9630

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Mutter
R & R Insurance Services, Inc	PHONE (A/C, No. Ext): (262) 574-7000
N14 W23900 Stone Ridge Drive	FAX (A/C, No): (262) 574-7080
	E-MAIL ADDRESS: Karen.Mutter@rrins.com
	INSURER(S) AFFORDING COVERAGE
Waukesha WI 53188	INSURER A: West Bend Mutual Ins. Co. NAIC # 15350
INSURED	INSURER B: Accident Fund Insurance Company 12304
DF Tomasini Contractors Inc.	INSURER C: Westchester Surplus Lines Ins Co 10172
N70 W25176 Indian Grass Lane	INSURER D:
	INSURER E:
Sussex WI 53089	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 22-23 Liability

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> Blkt Add'l Ins'd			A846421	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			WB1482 0717			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> OTHER: Blkt Waiver of Subrogation			CG2453 1013			PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			A846421	12/31/2022	12/31/2023	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA2048Z 1013 and CA0444 1013			PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Blkt Add'l Ins'd <input checked="" type="checkbox"/> Blkt WOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			A846421			EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			Primary - WB1787 0118	12/31/2022	12/31/2023	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	10127966	12/31/2022	12/31/2023	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Blkt Waiver of Subrogation			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liab/E&O			G28275791	4/1/2022	4/1/2023	Each Occurrence, \$5,000 Deduct
	Blkt WOS ENV-3143 0305			Add'l Insd Endt ENV3250/ENV325			Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Pleasant View Reserve Phase 2. The City of Franklin is Additional Insured in regards to General Liability, Auto Liability and Umbrella Liability on a primary noncontributory basis when required by written contract per form above. A 30 day notice of cancellation applies except for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 9229 W Loomis Rd Franklin, WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Thomas McInerney/KM594

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

- B.** The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:

- a. Your premises; or
- b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
 3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

- a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DF Tomasini Contractors, Inc

Endorsement Effective Date: 12-31-2021

SCHEDULE

Name of Person(s) or Organization(s):

Any party for whom the insured is required to provide designated insured status.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I Covered Autos Coverages of the Auto Dealers Coverage Form.
- B. The following is added to the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" shown in the schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

West Bend Mutual Insurance Company
West Bend, Wisconsin 53095

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Merchants National Bonding, Inc.

P.O. Box 14498
Des Moines, IA 50306-3498

Bond No. NWI 2305

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE VH PVR, LLC, located at 6801 South Towne Drive, Madison, WI 53713, as Principal, and Merchants National Bonding, Inc., Des Moines, IA 50306-3498 authorized to do business in the State of Wisconsin as Surety, are held and firmly bound unto City of Franklin located at 9229 W Loomis Road Franklin, WI 53132, as Oblige, in the penal sum of One Hundred Seventy Seven Thousand Six Hundred Forty and 00/100----- (\$ 177,640.00-----) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, the above bounden principal has been granted approval by the above named obligee for Pleasant View Reserve Subdivision - Phase II-A as set forth at a meeting of the City of Franklin on January 17, 2023 for final revision.

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall complete the above improvements in accordance with the plans and specifications prepared by Excel Engineering Inc. within 1 year period from the date thereof; and shall indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and repay the Oblige any outlay and expense which it may incur in making good any such default, then this obligation shall be null and void, otherwise to remain in full force and effect.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder:

1. Upon the discovery by the Oblige, or by the Oblige's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Oblige shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety at its office at 6700 Westown Parkway, West Des Moines, IA 50266-7754
2. Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made.
3. The Principal shall be made a party of any suit or action for recovery hereunder, and no adjustment shall be rendered against the Surety in excess of the penalty of this instrument.
4. No right of action shall accrue hereunder to or for the use or benefit of anyone other than the Oblige, and the Oblige's right hereunder, may no be assigned without the written consent of Surety.

IN WITNESS WHEREOF, This instrument has been executed by the duly authorized representative of the Principal and the Surety.

SIGNED, SEALED AND DATED: February 23, 2023

(seal)

VH PVR, LLC

By: [Signature]
Merchants National Bonding, Inc.

(seal)

By: [Signature]
Brook T. Smith, Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Smith; Barbara Duncan; Brook T Smith; Deborah S Neichter; Jacob Motto; James H Martin; James T Smith; Jason D Cromwell; Jennifer Edwards; Jill Kemp; Kelsy Hoagland; Leigh McCarthy; Lynnette Long; M Lacrosse; Raymond M Hundley; Susan Ritter; Theresa Hintzman; William O Walker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(les) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President



STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

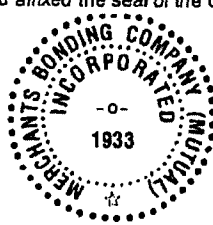


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of February 2023



William Warner Jr.
Secretary

Document Number

**SUBDIVISION DEVELOPMENT
AGREEMENT-PLEASANT VIEW
RESERVE PHASE II-B**



DocId:20188915

Tx:41004489

546-1-3

DOC # 11360808

RECORDED:

06/21/2023 10:35 AM

TERREL RAMON

REGISTER OF DEEDS

MILWAUKEE COUNTY, WI

AMOUNT: 30.00

Recording Area

Name and Return Address

Shirley J. Roberts, Deputy City
Clerk
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

**PLEASANT VIEW RESERVE
PHASE II-B**

May 2023

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-B**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 20th day of July 2023 by and between VHPVR LLC, a limited liability company, hereinafter called the "Subdivider" 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 Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.033 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision 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 Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, 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 Subdivision 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 Subdivider 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 Subdivider 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 Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) seven hundred eighty-two thousand nine hundred thirty-four and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider 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 Subdivider) in the initial amount of \$782,934.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee 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 Subdivider 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 Subdivider 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 Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider 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 Subdivider 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 Subdivider, 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 Subdivider, 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 Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. 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 Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. 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 Subdivision 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 Subdivider 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 Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision 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 Subdivider. The Subdivider's

obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision 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 Subdivision, 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 Subdivider 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 Subdivider 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 Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider 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 Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider 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 Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

A. General/Commercial Liability <i>To be provided by Developer and Developer's subcontractor, DF Tomasini Contractors Inc.</i>	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, (VH PVR, LLC \$1,000,000/\$2,000,000; DF Tomasini Contractors, Inc. \$1,000,000/\$2,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability <i>To be provided by Developer and Developer's subcontractor, DF Tomasini Contractors, Inc.</i>	\$1,000,000 combined single limit (VH PVR, LLC \$1,000,000; DF Tomasini Contractors, Inc. \$1,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
C. Contractor's Pollution Liability <i>To be provided by Developer's subcontractor, DF Tomasini Contractors, Inc.</i>	\$1,000,000 per occurrence \$2,000,000 aggregate (DF Tomasini Contractors, Inc. \$1,000,000/\$2,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability <i>To be provided by Developer and Developer's subcontractor, DF Tomasini Contractors, Inc.</i>	\$10,000,000 per occurrence for bodily injury, personal injury, and property (VH PVR, LLC \$10,000,000; DF Tomasini Contractors, Inc. \$5,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Worker's Compensation and Employers' Liability <i>To be provided by Developer's subcontractor, DF Tomasini Contractors, Inc.</i>	Statutory (DF Tomasini Contractors, Inc.) Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.
E. Professional Liability (Errors & Omissions) <i>To be provided by Developer's subcontractor, Excel Engineering</i>	\$2,000,000 single limit (Excel Engineering Inc., \$5,000,000)

(b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Subdivider 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 Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider'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 Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider 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 Subdivider remains liable hereunder. This Agreement shall run with the land.

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

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

SEALED IN PRESENCE OF: VH PVR LLC

By: Forgewell Building Group, LLC, Its Sole Member

By: [Signature]
Name: Chris Ehlers
Title: Authorized Signatory

Party of the First Part

STATE OF WISCONSIN)
)ss.
Dane COUNTY)

Personally came before me this 12 (day) of May, 20 23, the above named Chris Ehlers of VH PVR LLC and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company by its authority.

or
This instrument was acknowledged before me on May 12, 2023 (date) by Chris Ehlers as Authorized Signatory of VH PVR LLC.

[Signature]
Name printed Angie Christensen
Notary Public, Dane County, WI
My commission expires: 5/1/2024

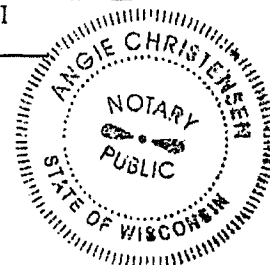
CITY OF FRANKLIN

By: [Signature]
Name: John R. Nelson
Title: Mayor

COUNTERSIGNED:

By: [Signature]
Name: Karen L. Kastenson
Title: City Clerk

Party of the Second Part



STATE OF WISCONSIN)

)ss.

Milwaukee COUNTY)

Personally came before me this day of 20th July, 2023, the above named John R. Nelson, Mayor, and Karen L. Kastenson, 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. 2023-793, adopted by its Common Council on the 16th day of may, 2023.

Shirley J. Roberts
Notary Public Milwaukee County, WI
Name Printed: Shirley J. Roberts
My commission expires: 3-27-24



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

Form approved:

Jesse A. Wesolowski 7/20/23
Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-B**

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

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-B

LEGAL DESCRIPTION OF SUBDIVISION

Lots 41-53 and Outlot 2 in Pleasant View Reserve, part of Lot 2 of Certified Survey Map 9283 and part of the SW $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, all being a part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 5 north, range 21 east in the City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE PHASE II-B

GENERAL DESCRIPTION
OF
REQUIRED SUBDIVISION
IMPROVEMENTS

Description of improvements required to be installed to develop the Pleasant View Reserve Subdivision.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (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 Subdivision in conformance with the approved grading plan. *S
2. Grading of the streets within the Subdivision 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 Subdivision, 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 Subdivision 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 Subdivision, 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 Subdivision 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 Subdivision to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Subdivision 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 Subdivision 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. *C
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 Subdivision and management areas 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 signage in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE
PHASE II-B

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

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

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision 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, inlets, leads, open swales, retention basins and other management facilities 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 Subdivider'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 a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision 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 Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider 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 Subdivision 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 stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider 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 Subdivider'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 Subdivider.

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

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider 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 open channel, unless otherwise agreed upon by the Subdivider and the City.
 - b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
 - a) The pedestrian walks shall be concrete or asphalt as required by city Engineer and shall be ten (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

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 Subdivision 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 Subdivider 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 except for the surface course of asphalt per Section VI.C.2.
 2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, 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 Subdivision improvements, a fee equal to two-and-one-fourth percent ($2\frac{1}{4}\%$) 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 ($1\frac{3}{4}\%$) 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 ($1\frac{1}{4}\%$) of said cost in excess of \$500,000.00. At the demand of the Subdivider 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 Subdivider. 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 Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR PLEASANT VIEW RESERVE
PHASE II-B

ESTIMATED IMPROVEMENT COSTS

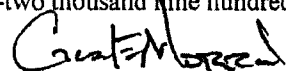
All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement.

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$149,910.40
Sanitary System	\$101,415.20
Water System	\$60,428.80
Storm Sewer System	\$66,155.20
Paving (including sidewalk)	\$132,171.74
Street Trees (13 x \$400/lot)	\$5,200.00
Street Lights () @ approximately \$5,000/ea.	--
Street Signs	--
Underground Electric, Gas and Telephone	\$38,000.00
Storm Water Management	--
Improvement Guarantee (10% of costs)	\$55,328.13
SUBTOTAL	\$608,609.50
Engineering/Consulting Services	\$10,000.00
Municipal Services (7% of Subtotal)	\$42,602.66
Contingency Fund (20% of Subtotal)	\$121,721.90
TOTAL:	\$782,934.00

Total: seven hundred eighty-two thousand nine hundred thirty-four and 00/100 Dollars.

APPROVED BY:


Glen E. Morrow, City Engineer

Date:

5-11-2023

F-21 F-20

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE
PHASE II-B

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin for ___ 0 (zero) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider 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.
3. The Subdivider 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.
4. The Subdivider agrees to pay the City for street trees planted by the City on W Marquette Ave. and S 50th Court 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 Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider 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 Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider 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 Subdivider shall maintain the erosion and siltation

control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Subdivider 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.
10. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Subdivider 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 Subdivider and/or owners association.
12. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
13. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.
14. Construction Requirements:
 - a) Prior to any construction activity on the site, Subdivider 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 Marquette Ave.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PLEASANT VIEW RESERVE
PHASE II-B

CONSTRUCTION SPECIFICATIONS

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Mutter
R & R Insurance Services, Inc	PHONE (A/C, No, Ext): (262) 574-7000
N14 W23900 Stone Ridge Drive	FAX (A/C, No): (262) 574-7080
	E-MAIL ADDRESS: Karen.Mutter@rrins.com
Waukesha WI 53188	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: West Bend Mutual Ins. Co. NAIC # 15350
DF Tomasini Contractors Inc.	INSURER B: Accident Fund Insurance Company 12304
N70 W25176 Indian Grass Lane	INSURER C: Westchester Surplus Lines Ins Co 10172
Sussex WI 53089	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 22-23 w/updated pollution

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Add'l Ins'd GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Blkt Waiver of Subrogation	X	A846421 WB14822 0606 CG2453 1013	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Blkt Add'l Ins'd <input checked="" type="checkbox"/> Blkt WOS		A846421 CA20482 1013 and CA0444 1013	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	A846421 Primary - WB1787 0118	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	10127966 Blkt Waiver of Subrogation	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liab/E&O Blkt WOS ENV-3143 0305		G28275791 Add'l Insd Endt ENV3250/ENV325	4/1/2023	4/1/2024	Each Occurrence, \$5,000 Deduct \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Pleasant View Reserve Phase 2b. The City of Franklin is Additional Insured in regards to General Liability, Auto Liability and Umbrella Liability on a primary noncontributory basis when required by written contract per form above. A 30 day notice of cancellation applies except for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas McInerny/KM594

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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTOR'S BLANKET
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- The written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Your premises;
 - b. "Your work" for that additional insured; or
 - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
 - a. "Bodily injury" or "property damage" occurring after:
 - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
M3 Insurance Solutions, Inc.
828 John Nolen Drive
Madison WI 53713

CONTACT
NAME: Brooklyn Hilton

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL ADDRESS: brooklyn.hilton@m3ins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Union Insurance Company

25844

INSURER B: Firemen's Insurance Company of

21784

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Veridian Homes, LLC
6801 South Towne Drive
Madison WI 53713

VERIHOM-01

COVERAGES

CERTIFICATE NUMBER: 288736510

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA3268409-20	10/1/2022	10/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPA3268409-20	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPA3268409-20 EXS0552198	10/1/2022 10/1/2022	10/1/2023 10/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Excess \$6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCA3268410-20	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

VH PVR, LLC is included as a Named Insured.

RE: Neighborhood of Pleasant View Reserve, Phase II-B

City of Franklin is listed as additional insured on the general liability, auto liability and umbrella liability on a primary, non-contributory basis when required by written contract. Umbrella follows form. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin
9229 W Loomis Rd
Franklin WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The McClone Agency, Inc.
PO Box 389
Menasha WI 54952

CONTACT
NAME: Eric Lehmann
PHONE (A/C, No, Ext): 800-236-1034 FAX (A/C, No): 920-725-3233
E-MAIL: certificate@mcclone.com
ADDRESS: certificate@mcclone.com

License# 100197661
EXCEENG-01

INSURED
Excel Engineering Inc.
Brett Soodsma
100 Camelot Drive
Fond du Lac WI 54935

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Charter Oak Fire Ins. Co.	25615
INSURER B: Travelers Prop Cas Co of AM	25674
INSURER C: Travelers Indemnity Co of AM	25666
INSURER D: Markel American Insurance Co.	28932
INSURER E: Navigators Insurance Co.	42307
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 702358324

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		630-5T529512	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA-5T532725	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ n	Y		CUP-5T536367	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-5T536054	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			MKLV7PL0005406	7/1/2022	7/1/2023	Each Occurrence/Aggreg 5,000,000
E	Excess Professional Liability			CE22MPLZ08NSDIC	7/1/2022	7/1/2023	Each Occurrence/Aggreg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Veridian Franklin Pleasant View Reserve Phase IIB-2132664
City of Franklin shall be named as an additional insured on a primary, non-contributory basis on the Commercial/GL, the Auto, and the Umbrella/Excess.

30 day notice of cancellation (10 days for non-payment) will be provided to certificate holder in accordance with the General Liability policy provisions.

CERTIFICATE HOLDER

City of Franklin
9229 W Loomis rd
Franklin WI 53132-9630

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Merchants National Bonding, Inc.

P.O. Box 14498
Des Moines, IA 50306-3498

Bond No. 100063185

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE VH PVR, LLC, located at 6801 South Towne Drive, Madison, WI 53713, as Principal, and Merchants National Bonding, Inc., Des Moines, IA 50306-3498 authorized to do business in the State of Wisconsin, as Surety, are held and firmly bound unto City of Franklin located at 9229 W Loomis Road Franklin, WI 53132, as Obligor, in the penal sum of Seven Hundred Eighty Two Thousand Nine Hundred Thirty Four and 00/100----- (\$) 782,934.00----- for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, the above bounden principal has been granted approval by the above named obligor for Pleasant View Reserve Subdivision - Phase II-B as set forth at a meeting of the City of Franklin on May 16, 2023 for final revision.

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall complete the above improvements in accordance with the plans and specifications prepared by Excel Engineering Inc. within 1 year period from the date thereof; and shall indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and repay the Obligor any outlay and expense which it may incur in making good any such default, then this obligation shall be null and void, otherwise to remain in full force and effect.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder:

1. Upon the discovery by the Obligor, or by the Obligor's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligor shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety at its office at 6700 Westown Parkway, West Des Moines, IA 50266-7754.
2. Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made.
3. The Principal shall be made a party of any suit or action for recovery hereunder, and no adjustment shall be rendered against the Surety in excess of the penalty of this instrument.
4. No right of action shall accrue hereunder to or for the use or benefit of anyone other than the Obligor, and the Obligor's right hereunder, may no be assigned without the written consent of Surety.

IN WITNESS WHEREOF, This instrument has been executed by the duly authorized representative of the Principal and the Surety.

SIGNED, SEALED AND DATED: June 7, 2023

(seal)

VH PVR, LLC

By: Karen Simon Drayer
Karen Simon Drayer
Merchants National Bonding, Inc.

(seal)

By: Brook T. Smith
Brook T. Smith, Attorney-in-Fact

BROOK THOMAS SMITH
2307 RIVER RD
STE 200
LOUISVILLE KY 40206

State of Wisconsin			
License No: 546897		Insurance License	NPN: 546897
Office of the Commissioner of Insurance			
BROOK THOMAS SMITH			
Is licensed to transact insurance business in the state of Wisconsin subject to applicable laws and regulations.			
LICENSE TYPE	EFFECTIVE DATE	EXPIRATION DATE	LOA EFFECTIVE DATE
Intermediary (Agent) Individual	02/01/2022	01/31/2024	04/17/2014 04/30/1998
Property Casualty			

Document printed on-line. To verify license status or appointment, visit OCI Website at www.stateofwisconsin.com/oci

Licensee must notify OCI of any change of name or address within 30 days of the change. Regulation fees and continuing education (if required) are due by the expiration date listed above.

Office of the Commissioner of Insurance
Agent Licensing Section
PO Box 7872
Madison, Wisconsin 53707-7872
Telephone: (608)266-8699 Website: oci.wi.gov
E-mail: ociagentlicensing@wisconsin.gov

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Smith; Barbara Duncan; Brook T Smith; Deborah S Neichter; Jacob Motto; James H Martin; James T Smith; Jason D Cromwell; Jennifer Edwards; Jill Kemp; Kelsy Hoagland; Leigh McCarthy; Lynnette Long; M Lacrosse; Raymond M Hundley; Susan Ritter; Theresa Hintzman; William O Walker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 8th day of December, 2022.



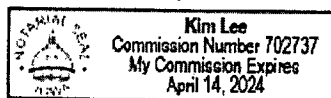
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of June 2023.



William Warner Jr.
Secretary

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 16, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE DONATIONS FUND TO PROVIDE RESOURCES AND APPROPRIATIONS TO SUPPORT THE ONGOING AUTOMATED EXTERNAL DEFIBRILLATORS (AED's) IN THE PARKS PROGRAM	ITEM NUMBER 25.10.

BACKGROUND

On June 17, 2025, the Fire Department presented the Common Council with an acceptance of a donation from the Franklin Lions Club as part of a City-wide initiative to place Automated External Defibrillators (AED's), with secure boxes, in City of Franklin parks. Additional funding commitments have been received from other vested businesses throughout the City of Franklin. The Franklin Fire Department is currently waiting for the other funds to be received while working towards more donations.

Wis. Stat. § 65.90(5)(ar). States that a municipality must amend its budget to change amounts of appropriations stated in the budget for the purpose for which the money will be used.

FISCAL NOTE

This budget amendment is necessary to modify the budget to allow for revenues and appropriations for the AED's to be purchased and installed in the City parks.

Current Donations Collected:

Franklin Lions Club Foundation - \$2,000

Snyder's Lance - \$2,000

Midwest Orthopedic Specialty Hospital - \$3,145

The GL Account associated with this amendment are:

Revenues

28-0000-4734	Donations – AED in the park	Increase	\$10,000
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Expenditures

28-0221-5329.7097	Operating Supplies	Increase	\$10,000
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COUNCIL ACTION REQUESTED

Adopt Ordinance No. 2025-____, an Ordinance to Amend Ordinance 2024-2649, an Ordinance adopting the 2025 Annual Budget for the Donations Fund to Provide Resources and Appropriations to Support the Ongoing Automated External Defibrillators (AED's) in the Parks Program.

Roll Call Vote Needed.

Fire Dept/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 DONATIONS FUND TO PROVIDE
RESOURCES AND APPROPRIATIONS TO SUPPORT THE ONGOING AUTOMATED
EXTERNAL DEFIBRILLATORS (AED's) IN THE PARKS PROGRAM

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 Common Council accepted donations from the Franklins Lions Club, Snyder's Lance and the Midwest Orthopedic Specialty Hospital as part of the AED's in the Parks Program this far; and

WHEREAS, this program will help fund AED's in the City of Franklin Parks in which donations can be accepted; and

WHEREAS, budget appropriations are needed to support the expenditures related to the program; and

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

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

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

Donations Fund – Fund 28

0000	Donations – Revenue	Increase	\$10,000
0221	Supplies	Increase	\$10,000

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 ____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/16/2025
REPORTS & RECOMMENDATIONS	Presentation of the Mayor's 2026 Recommended Budget	ITEM NUMBER 95.11.
<p>The Mayor's 2026 Recommended Budget will be presented to the Common Council on September 16, 2025. The Director of Administration, along with the Director of Finance and Treasurer, will provide a broad overview of the budget and highlight significant initiatives. This will include a brief PowerPoint presentation outlining the budget and reviewing the timetable for Council consideration on November 11, 2025.</p> <p>As required by Section 13-2, "Preparation of Budget" of the City of Franklin Municipal Code, the Mayor's 2026 Recommended Budget will be submitted to the Finance Committee for review. The Finance Committee will evaluate the Recommended Budget and submit any proposed changes to the Common Council at their regular meeting on October 7, 2025.</p> <p>The Finance Committee will review the Mayor's Recommended Budget during the following meetings, all starting at 5 PM:</p> <ul style="list-style-type: none"> • Tuesday, September 23rd • Thursday, September 25th • Monday, September 29th • Wednesday, October 1st <p>Following these presentations, the Finance Committee and/or Common Council may request additional materials or information for the October 7, 2025, Common Council Meeting, where the Council will discuss and decide on the Finance Committee's recommendations and any initial changes to the budget.</p> <p>A copy of the Mayor's 2026 Recommended Budget document will be provided at the Council meeting on September 16, 2025.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to forward the Mayor's 2026 Recommended Budget to the Finance Committee for review and to submit its recommended changes to the Common Council at the regular meeting on October 7, 2025. Additionally, provide any necessary direction to staff regarding additional materials or information for the October 7, 2025, Common Council Meeting budget discussions.</p>		

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 16, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE GENERAL FUND TO CARRYFORWARD \$5,737 OF UNUSED 2024 FOR THE SENIOR CITIZEN ACTIVITIES ACCOUNT	ITEM NUMBER 95.12.

BACKGROUND

The Common Council approved \$10,000 of General Fund dollars to be appropriated to the Senior Citizen Activities Program in the 2024 Budget. A formal request from the new President of the Franklin Senior Citizens' Inc. is attached which summarizes the following:

The Franklin Senior Citizens' Inc. is requesting the unused funds of \$5,734 be carried forward for use in 2025. The past president passed away earlier in 2025 and minimal information has been passed on to the new president. Discussions with Root River negotiated stagnant rates, which will benefit the City as well as the participating seniors.

The significant amount of unused funds derives from the July 2024 luncheon being cancelled.

This budget amendment is necessary to reflect unused funds and allow for unused funds to be carried forward into the 2025 Annual Budget.

RECOMMENDATION

The Director of Finance is requesting a \$5,734 Budget Amendment be approved to provide appropriations for use by the Franklin Senior Citizens' Inc. in the 2025 Budget.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2025-____, an Ordinance to amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budget for the General Fund to Carryforward \$5,734 of Unused 2024 Appropriations for the Senior Citizen Activities Account.

Roll Call Vote Required.

Finance-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 BUDGET FOR THE GENERAL FUND TO CARRYFORWARD \$5,734
OF UNUSED 2024 APPROPRIATIONS FOR THE SENIOR CITIZEN ACTIVITIES
ACCOUNT

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

WHEREAS, the Common Council approved \$5,734 of unused senior citizen activities funds from the 2024 Budget to be carried forward into the 2025 Budget; and

WHEREAS, in 2025, the Franklin Senior Citizens' Inc. has requested that unused appropriations from the 2024 budget be carried forward into the 2025 Budget for use;

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

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

General Fund

Recreation	Senior Citizen Activities	Increase	\$5,734
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Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's website.

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/16/2025
REPORTS & RECOMMENDATIONS	<p>Potential Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Modine Manufacturing Company for the development of property located at 3303 West Oakwood Road, bearing Tax Key No. 951-9994-002, within Tax Incremental District No. 8 . 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 a potential commercial/industrial/ manufacturing/ development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement with Modine Manufacturing Company for the development of property located at 3303 West Oakwood Road, bearing Tax Key No. 951-9994-002, within Tax Incremental District No. 8, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p>Ald. District 4 ITEM NUMBER</p> <p>13.</p>
<p>Annexed hereto is a draft of an updated Tax Incremental District No. 8 Development Agreement between the City of Franklin and the Modine Manufacturing Company. The Common Council approved a development agreement with Modine Manufacturing Company at its meeting on January 21, 2025, pursuant to Resolution No. 2025-8262, in the form and content as then presented to the Common Council, subject to minor and technical changes approved by the Director of Administration, the Director of Finance and Treasurer and the City Attorney. Negotiations involving some development changes continued thereafter, resulting in a redraft of the agreement presented to the Common Council on January 21, 2025, as annexed hereto.</p> <p>The Department of City Development, Administration, Finance and Legal Services departments staff will be present at the meeting.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a potential commercial/industrial/ manufacturing/ development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement with Modine Manufacturing Company for the development of property located at 3303 West Oakwood Road, bearing Tax Key No. 951-9994-002, within Tax Incremental District No. 8, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

Economic Development: JR; Legal Services Dept.: jw

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 9/12/25

RESOLUTION NO. 2025-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
UPDATED TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND MODINE MANUFACTURING
COMPANY

WHEREAS, Modine Manufacturing Company (Company) intends to lease approximately 155,000 square feet of a Spec Industrial Building at 33303 West Oakwood Road, the property bearing Tax Key No. 951-9994-002, within the Franklin Corporate Park area within Tax Incremental District No. 8; and

WHEREAS, Company and the City of Franklin negotiated an agreement for the Company to establish a manufacturing facility in the aforementioned Spec Industrial Building, which was presented to the Common Council at its meeting on January 21, 2025; and

WHEREAS, since that time, the Company has expanded its project to employ 346 employees, creating at least 200 jobs, with average annual compensation of \$85,000.00, within three years from establishment of operations; and

WHEREAS, Modine Manufacturing Company intends to invest an estimated \$8,835,890 into leasehold improvement costs and \$16,458,064 in equipment costs; and

WHEREAS, City staff and developer representatives have prepared an updated agreement facilitating occupation of the building, and staff recommends approval thereof, subject to minor and technical changes approved by the Director of Administration, the City Finance Director and the City Attorney; and

WHEREAS, the Common Council having considered the agreement and having found same to be reasonable and in furtherance of the development in the interest of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Modine Manufacturing Company, in the form and content as presented to the Common Council at its meeting on September 16, 2025, subject to minor and technical changes approved by the Director of Administration, the Director of Finance and Treasurer and the City Attorney, be and the same is hereby approved, and that this Resolution supersedes the approval granted in Resolution No. 2025-8262 approved by the Common Council on January 21, 2025.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Modine Manufacturing Company.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Modine Manufacturing Company, 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 September, 2025.
RES 2025 - ____ (Development Agreement with Modine Manufacturing Company)
Page 2

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

APPROVED

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 16, 2025
REPORTS AND RECOMMENDATIONS	Reconsideration of and/or Amendment to A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for the Franklin High School, an Educational Facility Use, Upon Property Located at 8222 South 51st Street (Tax Key No. 807 9999 001) (Franklin Public Schools, Applicant/Property Owner). 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 litigation upon the Conditional Use for the Franklin High School Approval in which the City is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER M.14. Ald. District No. 5

The above-entitled Resolution was adopted by the Common Council at its meeting on September 2, 2025. On September 9, 2025, the City Attorney received a phone call from Attorney Chris R. Smith, stating that he was representing the Franklin Public School District and that there was an issue with regard to the access to High View Drive condition included in the above-entitled Resolution as adopted by the Common Council, and that he would send an email with the position statement therefore. Annexed hereto is a copy of the above-entitled Resolution. Also annexed hereto is the email Attorney Smith sent. The subject remains under review by City staff at the time of this writing.

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 litigation upon the Conditional Use for the Franklin High School Approval in which the City is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-8372

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A CONDITIONAL USE FOR THE FRANKLIN HIGH SCHOOL,
AN EDUCATIONAL FACILITY USE, UPON PROPERTY LOCATED
AT 8222 S. 51ST STREET (TKN 807-9999-001)
(FRANKLIN PUBLIC SCHOOLS, APPLICANT/PROPERTY OWNER)

WHEREAS, Franklin Public Schools, having petitioned the City of Franklin for the approval of a Conditional Use within the I - Institutional District under Institutional Use Title "Educational Facility", to operate a high school facility, located at 8222 S. 51st Street, bearing TKN 807-9999-001, more particularly described as follows:

The West 1/2 of the Northeast 1/4 of Section 14, Township 5 North,
Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXCEPTING THEREFROM that portion of Land conveyed in instrument recorded on June 06, 1967 in Reel 362, Images 1062-1065 as Document No. 4321782; August 12, 1983, in Reel 1556, Image 914 as Document No. 5642797; August 07, 1986, in Reel 1932, Images 950-951 as Document No. 5947553; and December 01, 2009 as Document No. 09819502.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9-06E. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 21st day of August, 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 §15-9-06H of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Conditional Use, subject to conditions, meets the standards set forth under §15-9-06H of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Franklin Public Schools, for the approval of a Conditional Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Conditional Use is approved only for the use of the subject property by Franklin Public Schools, successors and assigns, as a high school facility, which shall be developed in substantial compliance with, and operated and maintained by Franklin Public Schools, pursuant to the application materials City file-stamped August 11, 2025.

2. That this Conditional Use is only for the use of the property and a full Site Plan Review will need to be approved prior to construction of concurrently proposed building and site modifications.

3. Franklin Public Schools, 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 Franklin Public Schools high school facility, 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.

4. The approval granted hereunder is conditional upon Franklin Public Schools and the high school use for the property located at 8222 South 51st Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

5. Tennis court lighting shall be shut off by dusk or 8:00 p.m., with the exception of school sponsored activities or tournaments.

6. All signage shall comply with the requirements of Article 6 of the Unified Development Ordinance and must receive a Sign Permit from the City Development Department prior to installation.

7. This Conditional Use is approving access to High View Drive only for emergency vehicles.

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

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

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


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

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


Introduced at a regular meeting of the Common Council of the City of Franklin this 2nd day of September, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2nd day of September, 2025.

APPROVED:


John R. Nelson, Mayor

ATTEST:


Shirley J. Roberts, City Clerk

AYES 4 NOES 2 (Ald. Craig and Ald. Eichmann) ABSENT 0

From: Chris R. Smith Christopher.Smith@vonbriesen.com
Subject: School District CUP
Date: September 10, 2025 at 3:16 PM
To: Jesse A. Wesolowski jweslaw@aol.com

Jesse:

Following up on our conversation, there are two conditions that the City has imposed or may impose to which the School District objects: (1) The limitation of access to only allow emergency response vehicles on High View Dr and (2) any setback greater than 60 feet. Both conditions violate Wis. Stat. 62.23(7)(de)2.a.

As you are aware, state law requires a local government to grant a conditional use permit if the applicant agrees to meet all conditions and requirements specified in the City's ordinance or those imposed by the city zoning board. If a condition is imposed by the latter, it must be related to the purpose of the ordinance and supported by substantial evidence.

The first condition, limiting access on High View Dr., does not seem to be part of the resolution in the packet and instead was added by the Common Council at the September 2, 2025 meeting. I can find nothing in the UDO that would require this condition and a review of the video of the common council discussion clearly shows that this condition was not based upon substantial evidence. Instead, it appears that the condition was based on neighbor complaints, which is exactly the type of condition (or denial) that the legislature intended to prohibit when this law was adopted. It should be noted that the School District has proposed and will agree to a substantial limitation as to access on High View Dr., as discussed at the meeting (i.e. gate access only). Please let me know if there is a path to reconsideration of this condition. If there is not, the District's only remaining option will be to apply for judicial review.

The second condition relates to the 150' setback that the plan commission may impose as part of the NRSE process. The City's NRSE processes are subject to the same parameters as a conditional use under state law. Wis. Stat. 62.23(7)(de)1.a.

("Conditional use" means a use allowed under a conditional use permit, **special exception, or other special zoning permission issued by a city**, but does not include a variance.) As you know, the School District is agreeing to a 60' setback, which is already beyond what the UDO requires. Because the same legal analysis applies to this issue, I come to the same conclusion. The City cannot arbitrarily select the distance of this setback without violating the statute. My request is that you advise the plan commission and common council of this. If the City imposes a setback greater than 60', the School District will have no choice but to appeal the decision to circuit court, and reserves the right to request that the court order the School District's CUP application be granted in accordance with the UDO and state statutes, which may differ from the 60' that the District has proposed.

Thanks,

Chris R. Smith | Attorney
von Briesen & Roper, s.c.
411 East Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202

Direct: 414-287-1499

Fax: 414-238-6441

christopher.smith@vonbriesen.com | [vcard](#) | [bio](#)
vonbriesen.com

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 09/16/2025
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of September 16, 2025.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of September 16, 2025.

CITY CLERK'S OFFICE



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
September 16, 2025 – 5:30 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:30 p.m.	Buffalo Bill's Pumpkin Farm Person in Charge: Jennifer Hinkel Location: 9612 W Oakwood Road, Franklin WI Date of Event: Friday's, Saturday's and Sunday's September 26, 2025 – November 8, 2025			
Extraordinary Entertainment & Special Event 5:40 p.m.	Buffalo Bill's Haunted Trail Person in Charge: Jennifer Hinkel Location: 9612 W Oakwood Road, Franklin WI Date of Event: Friday's and Saturday's – October 3, 2025 through November 1, 2025			
Extraordinary Entertainment & Special Event 5:50 p.m.	3rd Annual CESC 2025 Youth Soccer Festival/Tournament Person in Charge: Matthew Saric Location: Croatian Park - 9100 S 76 th St Date of Event: Friday, September 26, 2025, Saturday, September 27, 2025 and Sunday, September 28, 2025			
Operator 2025-2026 New	Rhiannon Gale Hales Corners Chamber of Commerce Event at Wehr Nature Center			
Operator 2025-2026 New	Angela Kirchner Franklin Public Library Event			
3.	Adjournment	Time:		

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/16/2025
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated August 29, 2025 through September 11, 2025 Nos. 204127 through Nos. 204275 in the amount of \$ 1,912,599.69. Also included in this listing are EFT Nos. 6202 through EFT Nos. 6218, Library vouchers totaling \$ 104.58 and Water Utility vouchers totaling \$ 432,268.37. Voided checks in the amount of \$ (5,761.16) are separately listed.

Early release disbursements dated August 29, 2025 through September 11, 2025 in the amount of \$ 736,923.51 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 September 5, 2025 is \$ 460,353.98, previously estimated at \$ 478,000. Payroll deductions dated September 5, 2025 are \$ 251,131.04, previously estimated at \$ 260,000.

The estimated payroll for September 19, 2025 is \$ 482,000 with estimated deductions and matching payments of \$ 545,000.

The estimated payroll for October 3, 2025 is \$ 474,000 with estimated deductions and matching payments of \$ 256,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of September 11, 2025 in the amount of \$ 1,912,599.69
- Payroll dated September 5, 2025 in the amount of \$ 460,353.98 and payments of the various payroll deductions in the amount of \$ 251,131.04 plus City matching payments and
- Estimated payroll dated September 19, 2025 in the amount of \$ 482,000 and payments of the various payroll deductions in the amount of \$ 545,000, plus City matching payments.
- Estimated payroll dated October 3, 2025 in the amount of \$ 474,000 and payments of the various payroll deductions in the amount of \$ 256,000, plus City matching payments.

ROLL CALL VOTE NEEDED