

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

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
WEDNESDAY APRIL 8, 2026 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of March 17, 2026.
 - 2. Special Common Council Meeting of March 16, 2026.
- D. Hearings.
- E. Organizational: Mayoral Commission Appointments:
 - 1. Board and Commission:
 - a) David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Board of Zoning and Building Appeals, 3 year unexpired term expiring 04/30/26.
 - b) David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Board of Zoning and Building Appeals, 3 year term expiring 04/30/29.
 - c) Don Geiger, 6246 S. 118th St., Ald. Dist. 6 – Board of Water Commissioners, 5 year unexpired term expiring 09/30/28.
 - d) Rick Oliva, 8434 S. 43rd St., Ald. Dist. 5 – Fire and Police Commission, 5 year unexpired term expiring 04/30/26.
 - e) Rick Oliva, 8434 S. 43rd St., Ald. Dist. 5 – Fire and Police Commission, 5 year term expiring 04/30/31.
 - 2. Weed Commissioner:
Emily Brueggemann, 8972 S. 51st St., Ald. Dist. 4, Calendar Year of 2026 at a Weed Cutting fee of \$105/hour.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Resolution Creating Tax Incremental District No. 10, approving its Project Plan and establishing its boundaries, City of Franklin, Wisconsin for Poth's General development of the southeast corner area of South 76th Street and West Rawson Avenue. A virtual link to the staff report and reference materials is as follows:
<https://franklinwi.box.com/s/fj4jhnjjwk6b1vi5tia3e1o3uu54cijy>

2. A Resolution conditionally approving a 4-Lot Certified Survey Map, being a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Poths General LLC, Applicant) (Initech LLC, Property Owner).
3. A Resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Certified Survey Map for the Poths General mixed use multi-family residential and commercial development upon property located at approximately 7154 S. 76th Street (Initech LLC, Property Owner/Applicant).
4. Request to allow for a maximum sound level of 65 dBA for the Franklin Field 2026 Temporary Use permit for property located at 7035 S. Ballpark Drive (ROC Ventures, LLC, Applicant).
5. Request to allow for a maximum sound level of 65 dBA for the Rock'n Food Truck Rally Temporary Use permit for property located at 7005 S. Ballpark Drive (ROC Ventures, LLC, Applicant).
6. Milwaukee Metropolitan Sewage District Oak Creek Southwest Metropolitan Interceptor Sewer Extension project presentation.
7. A Resolution to award the 2026 Local Street Improvement Program to the lowest bidder, Payne and Polan Inc. in the amount of \$2,982,752.26.
8. A Resolution authorizing the installation of a fence within the 20-Foot Storm Sewer Drainage Easement upon Lot 6 of Tess Creek Estates Subdivision.(11415 W. Tess Creek St.) (TKN 751-1006-000) (Estefania Mora Hurtado, Applicant).
9. A Resolution for acceptance of a Water Main Easement at 7765 S. Lovers Lane Road, TKN 795-9001-000.
10. A Resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from Aldi Stores 7765 S. Lovers Lane Rd., TKN 795-9001-000.
11. A Resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Site Plan and Natural Resource Special Exception for the Franklin High School project at 8222 S. 51st Street for off-site mitigation upon property located along West Hilltop Lane bearing TKN 885-9995-003 (Franklin School District No. 5, Property Owner/Applicant).
12. A Resolution Authorizing Certain Officials to accept a Conservation Easement for 11311 W. Forest Home FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, (Ener-Con Companies, Inc., Applicant).
13. A Resolution conditionally approving a Land Combination for 11836 and 0 W. St. Martins Road (TKN 797-9941-000 and 797-9942-000) (Marko Gerovac, Applicants and Property Owners).
14. A Resolution amending Resolution No. 2025-8384 authorizing the Franklin Director of Health and Human Services to accept the 2025-2026 Division of Public Health Immunization Grant Contract.

15. An Ordinance to amend the Franklin Municipal Code as it pertains to court costs imposed in municipal court actions.
16. Updated deposit schedule for Municipal Court forfeitures.
17. An Ordinance to amend §183-23.1D. of the Municipal Code as it pertains to penalties for Harmful Substances Violations.
18. An Ordinance to amend Ordinance 2025-2712, an Ordinance adopting the 2026 Annual Budget for the Sewer Fund to provide \$200,000 of sewer rehab appropriations for sewer rehab projects.
19. Fire Chief to provide an update on Fire Department facilities and mold remediation project at Fire Station No. 1.
20. Request Common Council approval to purchase Knox MedVaults using existing grant funding from Department of Health Services (DHS) Funding Assistance Program (FAP), at a cost of \$14,782.00.
21. Request Common Council approval to purchase replacement Knox Key Secure devices for all Fire Department vehicles at a cost not to exceed \$20,000.
22. An Ordinance to amend §121-9I. License Fees, for Extraordinary Entertainment and Amusement (Special) Events, of the Municipal Code of Franklin, Wisconsin, to conform with the fees for same adopted by the Common Council Pursuant to Ordinance No. 2025-2713 on November 18, 2025, Amending §169-1 Licenses Required, of the Municipal Code of Franklin, Wisconsin.
23. Results of the Department of Public Works Sale of Surplus Vehicles & Equipment.
24. Agreement between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
25. City personnel compensation alignment discussion. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of April 8, 2026.

I. Bills.

Request for Approval of Vouchers and Payroll.

Common Council Meeting Agenda

April 8, 2026

Page 4

J. Adjournment.

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

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

REMINDERS:

April 9	Plan Commission	6:00 p.m.
April 21	Common Council	6:30 p.m.
April 23	Plan Commission	6:00 p.m.
May 5	Common Council	6:30 p.m.
May 7	Plan Commission	6:00 p.m.
May 19	Common Council	6:30 p.m.
May 21	Plan Commission	6:00 p.m.
May 25	City Hall Closed-Memorial Day	

C.I.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 17, 2026
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on March 17, 2026, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:33 p.m. and was closed at 7:43 p.m.

MINUTES
MARCH 3, 2026

C. Alderwoman Eichmann moved to approve the minutes of the Common Council meeting of March 3, 2026, as presented. Seconded by Alderman Hasan. All voted Aye; motion carried.

TACOS & TEQUILA
NOISE MONITORING
REPORT

G.1. Alderman Hasan moved to receive and place on file the JPM Acoustics Noise Monitoring Report dated October 27, 2025, regarding sound monitoring conducted during the Tacos & Tequila Festival held on September 13, 2025. Seconded by Alderman Craig. All voted Aye; motion carried.

COUNTRY RISING
CONCERT AND TACOS
& TEQUILA

G.2. Alderwoman Day moved to approve ROC Ventures – Country Rising Concert and Tacos & Tequila Concert Festivals 2026, applicant ROC Ventures (Michael Zimmerman & Carinn Hoffmann) with Social House Entertainment, event to be held at 7035 S. Ballpark Dr., Franklin Field, Friday and Saturday, May 29th and 30th with a sound check prior to the event on both Friday, May 29th and Saturday, May 30, 2026. The sound check decibel level will be set at _____ for Friday, May 29th and the decibel level will be set at _____ for Saturday, May 30. The following conditions will also be set as part of the stadium permit:

1. Independent Sound Monitoring

Ballpark Commons will retain an independent third-party acoustical consultant to oversee sound management for the events.

The consultant will:

- Work with the event production company to advise on speaker placement and stage orientation.

- Conduct pre-event sound testing and calibration.
- Establish recommended sound operating levels for the event.
- Install and manage sound monitoring equipment and system limiters where appropriate.
- Monitor sound levels in real time during the event.
- Communicate with ROC event staff, Franklin Police Department, and City representatives as needed.

Following the event, the consultant will prepare a post-event evaluation report documenting sound levels and recommending improvements for future events.

2. Artist Performance Standards

Ballpark Commons will request that all artists perform PG-13 sets, limiting explicit language during performances.

This expectation will be communicated through:

- Updated language in artist agreements.
- Direct communication with artists prior to taking the stage.

3. Pre-Event Sound Check Coordination:

Ballpark Commons will conduct a pre-event sound check prior to the festival that may include participation from:

- The acoustical consultant
- Event production personnel
- Franklin Police Department
- City representatives

The purpose of this sound check is to calibrate the sound system and confirm appropriate operating levels prior to the event.

4. Resident Accommodation Option:

Ballpark Commons will offer a voluntary Resident Staycation Program for nearby residents who prefer to avoid the area during festival weekends.

This program will include:

- Five cabin stay vouchers at Jellystone Campground, including Bear Paw Water Park access
- Five hotel stay vouchers at Potawatomi Hotel & Casino (or equivalent)

5. Long-Term Landscape Buffering.

Seconded by Alderwoman Eichmann. On roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Salous voted Aye; Alderman Craig voted No. Motion carried.

Mayor Nelson called a recess at 8:55 p.m.
Mayor Nelson reconvened at 9:08 p.m.

CREATE TAX
INCREMENTAL
DISTRICT NO. 10

- G.3. Alderwoman Eichmann moved to table to the April 8, 2026 Common Council meeting. Seconded by Alderman Peccarelli. On roll call, Alderman Hasan, Alderwoman Eichmann, Alderman Peccarelli voted Aye; Alderman Craig, Alderman Salous and Alderwoman Day voted No. Mayor broke the tie by voting in the affirmative. Motion carried.

CONSENT AGENDA

- G.4. Alderman Craig moved to approve the following consent agenda items:
- G.4.(a) Approve Resolution No. 2026-8438, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 800-9997-000; and direct staff to directly refund the original property owner; and
- G.4.(b) Approve Resolution No. 2026-8439, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 854-0040-000; and direct staff to directly refund the original property owner; and
- G.4.(c) Approve Resolution No. 2026-8440, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 848-9989-002; and direct staff to directly refund the original property owner; and
- G.4.(d) Approve Resolution No. 2026-8441, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 896-9985-000; and direct staff to directly apply the refund to the outstanding balance on the property tax bill; and
- G.4.(f) Approve Resolution No. 2026-8443, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO SIGN THE 2026 ALLIANCE WITH YOUTH STATE OPIOID RESPONSE (SOR4) PREVENTION GRANT.

Approval of the above consent agenda items was seconded by Alderwoman Day. All voted Aye; motion carried.

RES. NO. 2026-8442
LAND COMBINATION
DEGRAVE

G.4.(e) Alderman Salous moved to approve Resolution No. 2026-8442, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR 9421 S. 94TH STREET AND 0 S. 96TH STREET (TKN 887-0060-000 & 997-0069-000) (MICHAEL & MICHELLE DEGRAVE, APPLICANTS AND PROPERTY OWNERS). Seconded by Alderman Craig. All voted Aye; motion carried.

RES. NO. 2026-8444
2026-2027 PUBLIC
INFRASTRUCTURE
CONTRACT FOTH

G.5. Alderman Craig moved to approve:
Resolution No. 2026-8444, A RESOLUTION TO AUTHORIZE A CONTRACT WITH FOTH INFRASTRUCTURE & ENVIRONMENT TO PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION FOR 2026 AND 2027;

RES. NO. 2026-8445
2026-2027 PUBLIC
INFRASTRUCTURE
CONTRACT GRAEF

Resolution No. 2026-8445, A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRAEF-USA, INC. TO PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION FOR 2026 AND 2027;

RES. NO. 2026-8446
2026-2027 PUBLIC
INFRASTRUCTURE
CONTRACT RASMITH

Resolution No. 2026-8446 , A RESOLUTION TO AUTHORIZE A CONTRACT WITH RASMITH TO PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION FOR 2026 AND 2027; and

RES. NO. 2026-8447
2026-2027 PUBLIC
INFRASTRUCTURE
CONTRACT RUEKERT &
MIELKE

Resolution No. 2026-8447, A RESOLUTION TO AUTHORIZE A CONTRACT WITH RUEKERT & MIELKE TO PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION FOR 2026 AND 2027.

Subject to the agreement review and approval by the City Attorney [Resolutions will be numbered in the order they are in the common council packet.]. Seconded by Alderman Salous. All voted Aye; motion carried.

RES. NO. 2026-8448
HARWOOD
ENGINEERING
CONTRACT

G.6. Alderwoman Eichmann moved to adopt Resolution No. 2026-8448, A RESOLUTION TO AUTHORIZE A CONTRACT WITH HARWOOD ENGINEERING CONSULTANTS, LTD. TO PROVIDE STORM WATER MANAGEMENT PLAN REVIEWS AND OTHER ON-CALL SERVICES FOR 2026 AND 2027. Seconded by Alderman Hasan. All voted Aye; motion carried.

- RES. NO. 2026-8449
GRAEF-USA STORM
WATER SERVICES
CONTRACT
- G.7. Alderwoman Eichmann moved to adopt Resolution No. 2026-8449, A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRAEF-USA, INC. TO PROVIDE STORM WATER MANAGEMENT PLAN REVIEWS AND OTHER ON-CALL SERVICES FOR 2026 AND 2027. Seconded by Alderman Craig. All voted Aye; motion carried.
- RES. NO. 2026-8450
FRANKLIN MEDICAL
OFFICE DEVELOPMENT
AGREEMENT
- G.8. Alderman Salous moved to adopt Resolution No. 2026-8450, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH I-FRANKLIN, LLC – FRANKLIN MEDICAL OFFICE FOR 5414 W. RAWSON AVE, TKN 741-9004-000, subject to potential changes to the Development Agreement by city staff and City Attorney. Seconded by Alderwoman Day. All voted Aye, motion carried.
- RES. NO. 2026-8451
WATERMAIN
EASEMENT – 5414 W
RAWSON AVE
- G.9. Alderman Salous moved to adopt Resolution No. 2026-8451, A RESOLUTION FOR ACCEPTANCE OF A WATERMAIN EASEMENT AT 5414 W. RAWSON AVE, TKN 741-9004-000. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. NO. 2026-8452
DEVELOPMENT
AGREEMENT WITH
ALDI STORES
- G.10. Alderwoman Eichmann moved to adopt Resolution No. 2026-8452, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH MIDLAND ASSOCIATES, LLLP – ALDI STORES, 7765 S. LOVERS LANE RD, TKN 795-9001-000, subject to potential changes to the Development Agreement by city staff and City Attorney. Seconded by Alderman Hasan. All voted Aye; motion carried.
- ORD. NO. 2026-2725
REPEAL AND
RECREATE CHAPTER 87
IN MUNICIPAL CODE
- G.11. Alderman Hasan moved to adopt Ordinance No. 2026-2725, AN ORDINANCE TO REPEAL CHAPTER 87 BICYCLES, AND TO RECREATE CHAPTER 87 ENTITLED BICYCLES, ELECTRIC BICYCLES AND ELECTRIC SCOOTERS, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN. Seconded by Alderman Peccarelli. All voted Aye; motion carried.
- RES. NO. 2026-8453
LIGHT CONDITIONAL
USE – 9800 S 60TH ST
- G.12. Alderwoman Day moved to adopt Resolution No. 2026-8453, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A CONDITIONAL USE FOR A LIGHT INDUSTRY USE UPON PROPERTY LOCATED AT 9800 S. 60TH STREET (TKN 899-9990-022), (JONAS BUILDERS, INC., PROPERTY OWNER) (PTP SPANCO MIDWEST, INC., APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- DEVELOPMENT
PROPOSAL REVIEW –
7631 S 31ST ST
- G.13. It is recommended that sufficient feedback be provided to allow the applicant to determine whether to proceed or not with detailed development plans and the required applications.
- Alderwoman Eichmann left the meeting at 11:25 p.m.
Alderman Eichmann returned to the meeting at 11:31 p.m.
- LICENSING
AGREEMENT WITH ESRI
ARCGIS
- G.14. Alderman Hasan moved to authorize the Director of IT to sign and execute the three-year enterprise agreement with Environmental Systems Research Institute Inc. (ESRI), in the amount of \$25,320 year 1, \$33,760 year 2, and \$42,200 year 3 for GIS software licensing, storage retention, and maintenance and support as defined by the vendor master services agreement. Seconded by Alderman Peccarelli. All voted Aye; motion carried.
- RES. NO. 2026-8454
TAXABLE TAX
INCREMENT PROJECT –
CARMA LABORATIES
- G.15. Alderman Craig moved to adopt Resolution No. 2026-8454, A RESOLUTION AUTHORIZING THE ISSUANCE OF A \$1,500,000 TAXABLE TAX INCREMENT PROJECT MUNICIPAL SPECIAL, LIMITED REVENUE OBLIGATION BOND TO CARMA LABORATORIES, INC. DATED MARCH 17, 2026. Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.
- ORD. NO. 2026-2726
AMEND ORD. 2025-2712
FOR DEVELOPER
INCENTIVE
APPROPRIATIONS
- G.16. Alderman Peccarelli moved to adopt Ordinance No. 2026-2726, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE TID 9 CAPITAL PROJECTS FUND TO PROVIDE \$195,580 APPROPRIATIONS FOR THE PAYMENT OF THE MUNICIPAL REVENUE OBLIGATION BOND (“MRO”) WITHIN THE CARMA LABORATORIES, INC. DEVELOPMENT AGREEMENT. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- ORD. NO. 2026-2727
AMEND ORD. 2025-2712
FOR THE COMMUNITY
POLICING
DEVELOPMENT
- G.17. Alderwoman Eichmann moved to adopt Ordinance No. 2026-2727, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE POLICE GRANTS FUND TO PROVIDE \$240,330 OF GRANT RESOURCES AND APPROPRIATIONS FOR THE COMMUNITY POLICING DEVELOPMENT: SUPPORTING AGENCIES SEEKING ACCREDITATION GRANT. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- ORD. NO. 2026-2728
AMEND ORD. 2025-2712
FOR IDENTIFIED
PROJECTS AND USES
- G.18. Alderman Hasan moved to adopt Ordinance No. 2026-2728, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND, CAPITAL OUTLAY FUND,

EQUIPMENT REPLACEMENT FUND, AND CAPITAL IMPROVEMENT FUND TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM THE 2025 ANNUAL BUDGET FOR SPECIFICALLY IDENTIFIED PROJECTS AND USES IN THE AMOUNT OF \$314,388.00. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ORD. NO. 2026-2729
AMEND ORD. 2025-2712
FOR IDENTIFIED FUNDS

G.19. Alderman Hasan moved to adopt Ordinance No. 2026-2729, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND, POLICE GRANT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, TID 6, TID 8, TID 9, CAPITAL PROJECTS FUNDS , CAPITAL IMPROVEMENT FUND, STREET IMPROVEMENT FUND, AND SEWER FUND FOR FISCAL YEAR 2026 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2025 BUDGET AS AMENDMENTS TO THE 2026 BUDGET. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

2026 SANITARY SEWER
USER FEE REVIEW &
ESTABLISHMENT

G.20. Alderman Hasan moved to adopt a quarterly 2026 residential sanitary sewer charge of \$83.63 and a fixed commercial connection charge of \$22.95 plus a \$4.72884750 per thousand gallons volumetric charge effective January 1, 2026 as provided by Municipal Code 207-14 H (3)(b). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. NO. 2026-2730
AMEND CHAPTER 218
FOR A RECYCLING
PROGAM

G.21. Alderman Craig moved to adopt Ordinance No. 2026-2730, AN ORDINANCE TO AMEND CHAPTER 218, ARTICLE II RECYCLING, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, WHICH PROVIDES FOR THE ADMINISTRATION OF AN EFFECTIVE RECYCLING PROGRAM, TO COMPLY WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AMENDMENTS TO THE WISCONSIN ADMINISTRATIVE CODE FOR RECYCLING RULE REVISION TO BE APPLIED BY LOCAL GOVERNMENT RESPONSIBLE UNITS, FOR STATEWIDE MATERIALS RECYCLING AND EFFECTIVE RECYCLING PROGRAMS. Seconded by Alderman Hasan. All voted Aye; motion carried.

BUDGET PREPARATION
TIMETABLE FOR THE
2027 BUDGET

G.22. Alderman Hasan moved to adopt the 2027 Annual Budget – Budget Preparation Timetable, dated March 17, 2026, as presented, subject to any future regular meeting schedule changes if so, made by the Common Council. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Day moved to approve the following licenses of the License Committee Meeting of March 17, 2026:

Grant New 2025-26 Operator License to Shawn Murphy with a letter;
Grant 2025-26 Day Care License to: Elevate Early Learning, LLC, DBA Elevate Early Learning, 9651 W Drexel Avenue, Paige Lehr-Bogan – On Site Director/Manager

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

VOUCHERS AND
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of March 12, 2026 in the amount of \$1,771,533.76, and payroll dated March 6, 2026 in the amount of \$483,001.83 and payments of the various payroll deductions in the amount of \$272,646.09 plus City matching payments, and estimated payroll dated March 20, 2026 in the amount of \$484,000 and payments of the various payroll deductions in the amount of \$564,000, plus City matching payments, and Estimated payroll dated April 3, 2026 in the amount of \$490,000 and payments of the various payroll deductions in the amount of \$277,000, plus City matching payments. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
JPM ACOUSTICS
AGREEMENT

- G.23. Alderwoman Eichmann moved to enter closes session at 11:51 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 11:51 p.m.
Mayor Nelson reconvened at 11:57 p.m.

Upon reentering open session at 12:34 a.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Hasan moved to adjourn the meeting of the Common Council at 12:35 a.m. Seconded by Alderman Craig. All voted Aye; motion carried.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 16, 2026
MINUTES

ROLL CALL

A. The special meeting of the Franklin Common Council was held on March 16, 2026, and was called to order at 5:39 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 5:39 p.m. and was closed at 5:39 p.m.

ENTERTAINMENT AND
AMUSEMENT LICENSE

C. Upon recommendation from the License Committee, Alderwoman Eichmann moved to approve the Entertainment and Amusement License for Tail Spin, LLC, 8330 W. Puetz rd., Applicant Jen Halverson, Owner. Seconded by Alderman Craig. All voted Aye; motion carried.

ADJOURNMENT

E. Alderman Craig moved to adjourn the meeting of the Common Council at 5:44 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04-08-2026
ORGANIZATIONAL BUSINESS	Mayoral Appointment	ITEM NUMBER <i>E. 1. (a) - (e)</i>

The Mayor has made the following appointments for Council confirmation:

1. David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Board of Zoning and Building Appeals, 3 year unexpired term expiring 04/30/26.
2. David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Board of Zoning and Building Appeals, 3 year term expiring 04/30/29.
3. Don Geiger, 6246 S. 118th St., Ald. Dist. 6 – Board of Water Commissioners, 5 year unexpired term expiring 09/30/28.
4. Rick Oliva, 8434 S. 43rd St., Ald. Dist. 5 – Fire and Police Commission, 5 year unexpired term expiring 04/30/26.
5. Rick Oliva, 8434 S. 43rd St., Ald. Dist. 5 – Fire and Police Commission, 5 year term expiring 04/30/31.

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

1. David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Board of Zoning and Building Appeals, 3 year unexpired term expiring 04/30/26.
2. David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Board of Zoning and Building Appeals, 3 year term expiring 04/30/29.
3. Don Geiger, 6246 S. 118th St., Ald. Dist. 6 – Board of Water Commissioners, 5 year unexpired term expiring 09/30/28.
4. Rick Oliva, 8434 S. 43rd St., Ald. Dist. 5 – Fire and Police Commission, 5 year unexpired term expiring 04/30/26.
5. Rick Oliva, 8434 S. 43rd St., Ald. Dist. 5 – Fire and Police Commission, 5 year term expiring 04/30/31.

ROLL CALL VOTE

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, June 12, 2025 8:44 PM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: David Cieszynski
PhoneNumber:
EmailAddress: davidnkim2003@gmail.com
YearsasResident: 40
Alderman: 6
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority: on
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning: on
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners:
CompanyNameJob1: Presbyterian Homes & Services
CompanyAddressJob1: 222 Park Place Waukesha, WI
TelephoneJob1: 262.446.9473
StartDateandPositionJob1: November 2016
EndDateandPositionJob1: Still employed / Regional Environmental Services Director
CompanyNameJob2: Wheaton Franciscan Healthcare Corporate Office
AddressJob2: 400 W. Rivers Wood Parkway
TelephoneJob2: 414.465.3000
StartDateandPositionJob2: December 2012-November 2016

EndDateandPositionJob2: Lead Maintenance Technician
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: David A Cieszynski
Date: 6.12.2025
Signature2: David A Cieszynski
Date2: David A Cieszynski 6.12.2025
Address: 11411 W Woods Rd Franklin
PriorityListing: Board of Zoning & Building Appeals Community Development Authority
WhyInterested: I like to be involved in the city where I have spent most of my life. In addition I want to give back to the city with my knowledge so Franklin will continue to be a premier and a desired place to live, raise a family or start or move a business too.
DescriptionofDutiesJob1: I'm responsible for the maintenance and ongoing care of the building and grounds. We have 143 mixed use residential apartment and 7 retail suites. I'm a member of my home site leadership team. I participate in the planning and implement of all policies and site strategies for my home site; Avalon Square.
DescriptionofDutiesJob2: Under the direction of the V.P. of Facilities and Construction, the Lead Maintenance Mechanic is responsible for scheduling, completing or overseeing the completion (if third party is used) of all tasks relating to the maintenance and preventive maintenance (PMs) of the buildings and grounds. The Lead Maintenance Mechanic is responsible for following written and verbal instructions, departmental standards, policies, and procedure guidelines, and efforts to promote the ongoing improvement of the department.
DescriptionofDutiesJob3:
AdditionalExperience: Have been a active Architectural Review Board since September 2006
[See Current Results](#)

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Friday, March 27, 2026 11:27 AM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: Don Geiger
PhoneNumber:
EmailAddress: don.geiger6426@gmail.com
YearsasResident: 10
Alderman:
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission: on
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners: on
CompanyNameJob1: MedSpeed
CompanyAddressJob1: 1745 S.38th Street Milwaukee, WI 53215I
TelephoneJob1: 4143270724
StartDateandPositionJob1: 10/2021
EndDateandPositionJob1: Currently working there
CompanyNameJob2: Lakeshore College
AddressJob2: 1290 North Avenue Cleveland, WI

TelephoneJob2: 9206931000
StartDateandPositionJob2: 1/91
EndDateandPositionJob2: 8/21 Counselor/Academic Advisor
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Donald M. Geiger
Date: 3/27/2026
Signature2: Donald M. Geiger
Date2:
Address: 6426 South 118th Street Franklin, WI 53132
PriorityListing: Board of Water Commissioners top priority
WhyInterested: There have been past proposals to extend city water to our neighborhood (we wells in this and surround neighborhoods) and would like to be involved in future planning that may be considered. Also, utilize Franklin parks and recreation programs frequently so am interested in this as well. Currently retired from my professional career with a very part-time job. I have the time and commitment necessary for meetings/events needed.
DescriptionofDutiesJob1: Work on a part-time basis for a medical courier company picking up and delivering health care supplies on a set route three days a week for around 20 hrs. per week
DescriptionofDutiesJob2: Worked with students in a variety of occupational program areas assisting them in career counseling, placement, course questions, and retention.
DescriptionofDutiesJob3:
AdditionalExperience: Am an avid pickleball player and frequently use Franklin parks to play outside weather permitting.

[See Current Results](#)

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

PERSONAL:

Name Rick OLIVA
Address 8234 S. 43RD ST
Phone Number _____
E-Mail rickoliva@hotmail.com
Length of Time a Franklin Resident 18 years
Alderman or District Number 5 - BARBER

AREA OF INTEREST: Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- | | |
|--|--|
| <input type="checkbox"/> Architectural Review Board | <input type="checkbox"/> Civic Celebrations Commission |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Economic Development Commission |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Finance Committee |
| <input checked="" type="checkbox"/> Fair Commission | <input type="checkbox"/> Board of Health |
| <input checked="" type="checkbox"/> Fire and Police Commission | <input type="checkbox"/> Parks Commission |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Plan Commission |
| <input type="checkbox"/> Personnel Committee | <input type="checkbox"/> Quarry Monitoring Committee |
| <input type="checkbox"/> Board of Public Works | <input type="checkbox"/> Board of Review |
| <input type="checkbox"/> Technology Commission | <input type="checkbox"/> Tourism Commission |
| <input type="checkbox"/> Board of Water Commissioners | <input type="checkbox"/> Waste Facilities Monitoring Committee |
| <input type="checkbox"/> Board of Zoning & Building Appeals | |

Why are you interested in joining this (these) particular Board and/or Commission?

TO OFFER MY EXPERTISE IN MANAGING A POLICE DEPARTMENT

VOLUNTEER OR WORK EXPERIENCE

(Begin with your most recent employment and continue with all past 10 years of employment Please attach additional paper or include resume, if available)

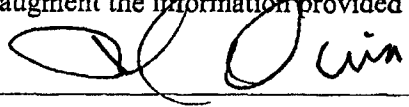
Company Name: CITY OF FRANKLIN POLICE DEPT	Address: 9455 W. LOUIS RD	Telephone: (414) 425-2522
Date started: 5/7/05	Starting Position: Chief	
Date left: 1/2/24	Position upon leaving: Chief	
Description of duties: KEEP CITY SAFE		

Company Name:	Address	Telephone.
Date started:	Starting Position:	
Date left	Position upon leaving	
Description of duties:		

Company Name:	Address	Telephone:
Date started	Starting Position	
Date left	Position upon leaving:	
Description of duties.		

ADDITIONAL EXPERIENCE OR QUALIFICATIONS: List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

Signature: 

Date: 1/10/25

BLANK PAGE

<p>APPROVAL</p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE 04/08/2026</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Appointment of Weed Commissioner/Cutter</p>	<p>ITEM NUMBER E.D.</p>

A notice was published and posted for the Weed Commissioner/Cutter position. One bid was received from Emily Brueggemann. The following appointment have been submitted for Council confirmation:

Emily Brueggemann, 2026 Weed Commissioner for a rate of \$105 per hour all-inclusive.

COUNCIL ACTION

Appointment of Emily Brueggemann as Weed Commissioner for an all-inclusive fee of \$105 per hour for the calendar year 2026.

OR

As directed.

Proposal for Weed Commissioner/Cutter

Date: March 8, 2026

To: Franklin City Clerk
9229 W. Loomis Rd.
Franklin, WI 53132

From: Emily Brueggemann
8972 S. 51st ST
Franklin, WI 53132
Phone: (414) 721-1407

Explanation of the proposed method to be used to perform the required duties:

- a.) Manual labor for debris removal/clean up in preparation for mowing and/or operation of necessary hand operated land maintenance equipment (i.e. string trimmer, etc.) to cut weeds to compliance levels.
- b.) Use of a utility tractor with flail mower and/or rotary mower to cut weeds to compliance levels.

Proposed hourly or other billing rate(s):

- a.) \$50.00/hour: Manual labor for debris removal/clean up in preparation for mowing and/or operation of necessary hand operated land maintenance equipment (i.e. string trimmer, etc.) to cut weeds to compliance levels.
- b.) \$105.00/hour: Equipment operation via use of a utility tractor with flail mower and/or rotary mower to cut weeds to compliance levels.

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE April 8, 2026</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 10, APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES, CITY OF FRANKLIN, WISCONSIN</p>	<p align="center">Ald. District 5 ITEM NUMBER D.1.</p>

Background

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

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

- The Joint Revenue Board met to review the plan on February 16; and
- The Plan Commission approved the Project Plan on February 19 and recommended that the Common Council approve and adopt the Project Plan with boundaries as amended within the Plan.
- At the March 17 Common Council meeting consideration of approving the Project Plan and boundaries was tabled to the April 8 meeting, where a staff report would be presented along with the Project Plan

The next step on the timeline is consideration by the Common Council of the Project Plan, the boundaries for and the creation of Tax Incremental District No. 10, City of Franklin, Wisconsin at the April 8 meeting.

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

A virtual link to the staff report and reference materials is as follows:

<https://franklinwi.box.com/s/fi4jhniwk6b1vi5tia3c1o3uu54ciiv>

COUNCIL ACTION REQUESTED

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

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

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

WHEREAS, the City of Franklin (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 10 (the "District") is proposed to be created by the City as a blighted area district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Milwaukee County, the Franklin Public School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the to owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on February 19, 2026 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Franklin that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 10, City of Franklin", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2026.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(a)1.
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be a blighted area district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
 - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting the elimination of blight of the area consistent with the purpose for which the District is created.

4. The Project Plan for "Tax Incremental District No. 10, City of Franklin" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2026.

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

EXHIBIT A -

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

[INCLUDED WITHIN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

March 25, 2026

PROJECT PLAN

City of Franklin, Wisconsin

Tax Incremental District No. 10

Poths General Redevelopment Site



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	February 16, 2026
Public Hearing Held:	February 19, 2026
Action by Plan Commission:	February 19, 2026
Action by Common Council:	April 8, 2026
Action by the Joint Review Board:	TBD

TABLE OF CONTENTS

Executive Summary	3
Preliminary Map of Proposed District Boundary.....	6
Map Showing Existing Uses and Conditions.....	7
Preliminary Parcel List and Analysis.....	9
Equalized Value Test.....	11
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District	12
Map Showing Proposed Improvements and Uses.....	14
Detailed List of Estimated Project Costs.....	17
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred.....	18
Annexed Property	23
Estimate of Property to Be Devoted to Retail Business.....	23
Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances.....	23
Statement of the Proposed Method for the Relocation of any Persons to be Displaced	24
How Creation of the Tax Incremental District Promotes the Orderly Development of the City	24
List of Estimated Non-Project Costs.....	25
Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f).....	26
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions.....	28

SECTION 1: Executive Summary

DESCRIPTION OF DISTRICT

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

AUTHORITY

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

ESTIMATED TOTAL PROJECT COST EXPENDITURES

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

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$42 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within its allowable 27 year life.

SUMMARY OF FINDINGS

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

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. The City engaged SB Friedman Development Advisors to evaluate the Developer’s request for tax incremental financing assistance and to provide an opinion as to whether the Project requires it to proceed. The following excerpt taken from the Friedman report summarizes the conclusions. The City has relied on this report to conclude that but for the receipt of the requested assistance, the Project will not proceed. (A full copy of the Friedman report is attached as Appendix A).

FINANCIAL BUT-FOR TEST

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

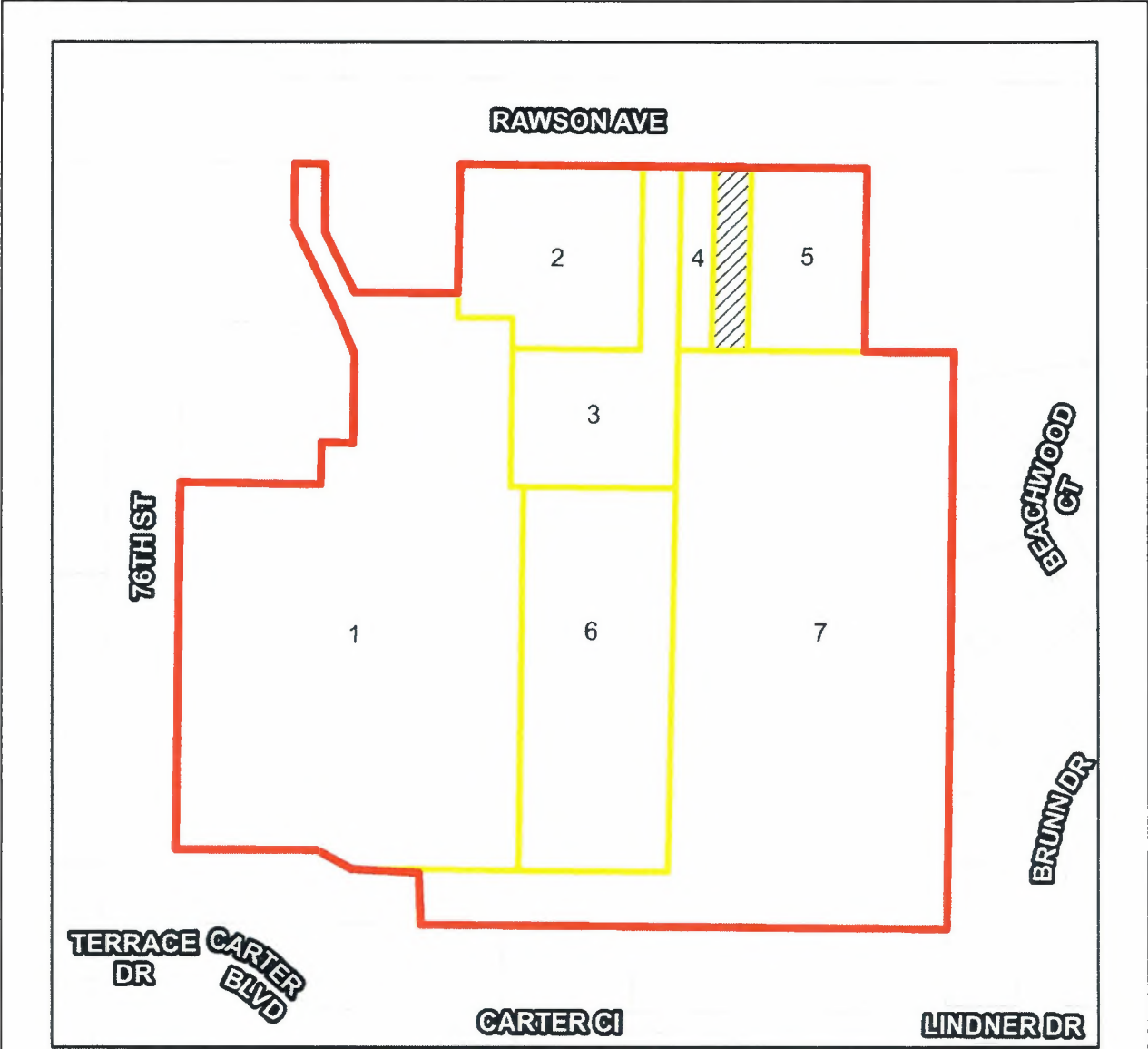
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following benefits that will result from the Project:
 - a. Creation of 292 housing units, providing housing for workers and families that will support the local economy.
 - b. Redevelopment of a blighted site, providing new housing and commercial uses that will generate significantly more economic activity than present uses in the District.
 - c. The short-term economic benefit in terms of employment and purchase of materials and services related to construction of the Project.

- d. The long-term economic benefit resulting from increased employment associated with uses to be established in the District.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1.
5. Based on the foregoing finding, the District is designated as a blighted area district.
6. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. There are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2: Preliminary Map of Proposed District Boundary

Map Found on Following Page.

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

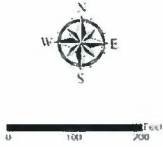


Franklin Proposed TID 10



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

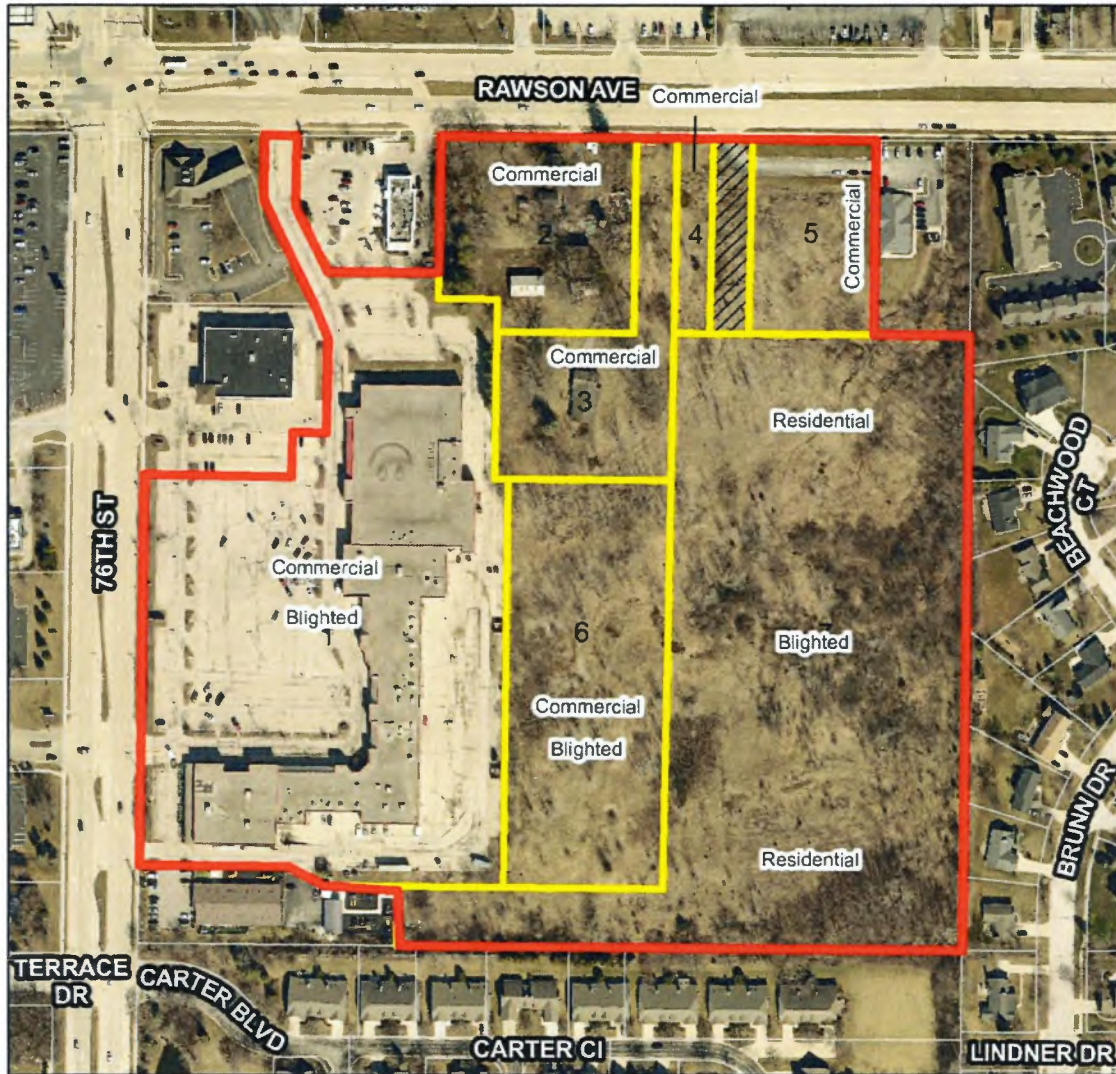
- TID 10 Boundary and Area
- Included Properties
- Rawson ROW



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

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

D:\fauser\ 12/22/2025
 E:\Project\finance\TID 10\TID 10 Nav 5 2025.mxd



Franklin Proposed TID 10 Existing Uses



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

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



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

18 April 12:26:02 PM
18 April 12:26:02 PM

SECTION 4: Preliminary Parcel List and Analysis

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

<u>Calculation of Estimated Base Value¹</u>						
Parcel	Assessed Value			Equalized Value ²		
	Land	Improvement	Total	Land	Improvement	Total
756 9993 021	2,931,600	1,648,300	4,579,900	3,230,100	1,816,100	5,046,200
756 9993 013	138,500	7,700	146,200	152,600	8,500	161,100
756 9993 005	138,800	1,400	140,200	152,900	1,500	154,400
756 9993 019	86,300	0	86,300	95,100	0	95,100
756 9993 018	575,500	0	575,500	634,100	0	634,100
756 9993 016	598,200	0	598,200	659,100	0	659,100
756 9993 012	259,300	0	259,300	285,700	0	285,700
TOTALS	4,728,200	1,657,400	6,385,600	5,209,600	1,826,100	7,035,700
1) Estimated based on values as of January 1, 2025. Actual base value will be as of January 1, 2026.						
2) Calculation based on aggregate assessment ratio of 90.76%.						

Blighted Area:

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

Specific blighting conditions include the following parcels:

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

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

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

SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$374,704,700. This value is less than the maximum of \$869,462,904 in equalized value that is permitted for the City.

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

SECTION 6: Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

The following is a list of tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs. There are no public improvements in this Project Plan.

Community Development

Cash Grants (Development Incentives)

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

Miscellaneous

Professional Service and Organizational Costs

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

Administrative Costs

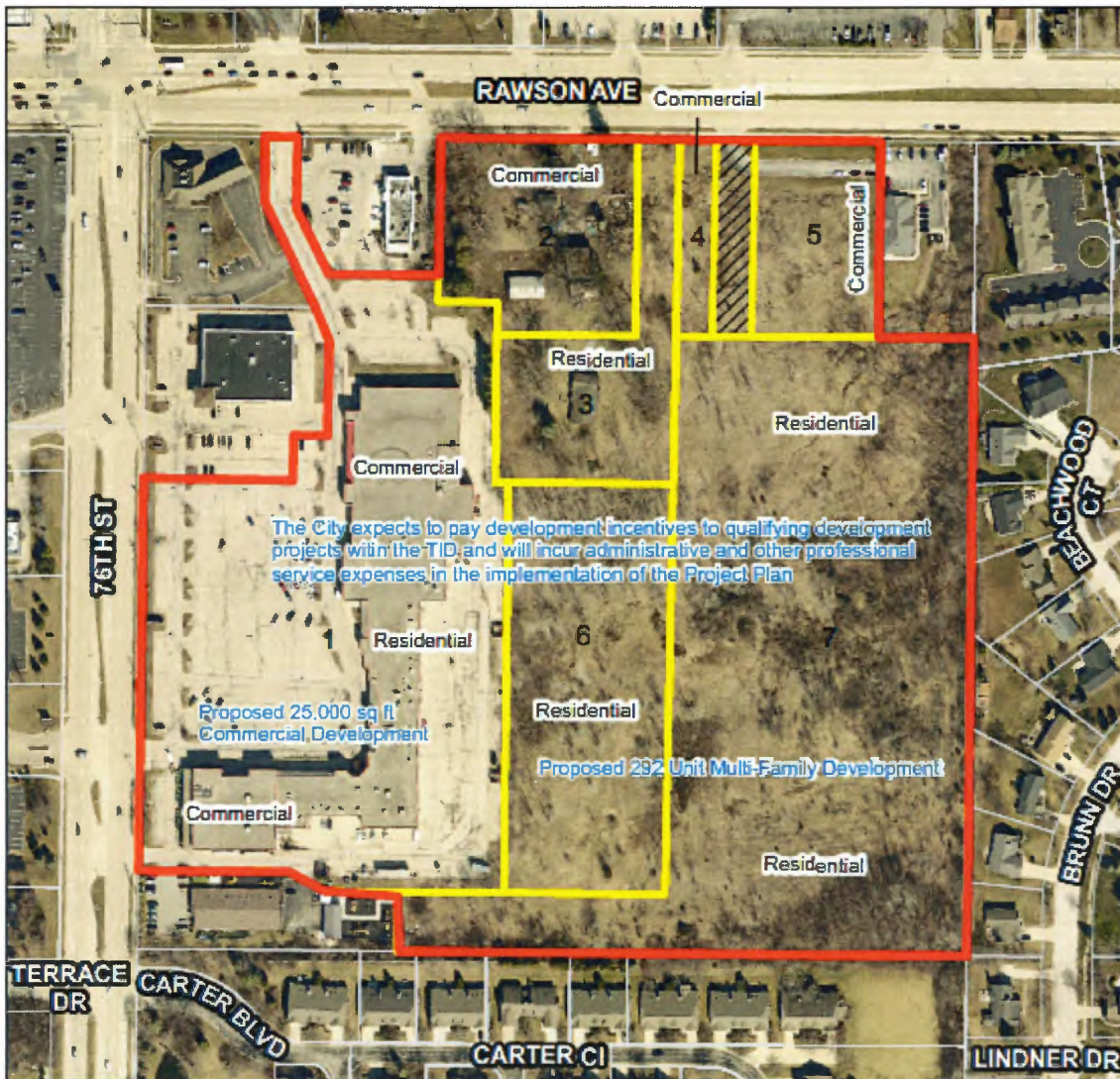
The City may charge the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

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

SECTION 7: Map Showing Proposed Improvements and Uses

Map Found on Following Page.



Franklin Proposed TID 10 Future Uses



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

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



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



GARDEN STYLE (B-J)

- 25 UNIT BUILDING (3)
- 7(21) - 1 BR @ 552-685
- 6(16) - 1 BR @ 750-854
- 10(30) - 2 BR @ 1085-1171
- 10(30) - 2 BR @ 1085-1185
- 8 GARAGE STALLS (24)
- 8 SURFACE STALLS (24)

21 UNIT BUILDING (5)

- 5(25) - 1 BR @ 552-685
- 6(30) - 1 BR @ 754-854
- 10(30) - 2 BR @ 1085-1185
- 2(10) - 3 BR @ 1400-1480
- 8 GARAGE STALLS (40)
- 8 SURFACE STALLS (40)

655 UNIT MIX

- 16 - 1 BR @ 546-630 9%
- 11 - 1 BR @ 549 10%
- 70 - 2 BR @ 1085-1185 39%
- 16 - 3 BR @ 1405-1482 9%
- 180 UNITS

655 PARKING

- 50 DETACHED GARAGE
- 64 SLAB
- 12.1 SURFACE
- 299 STALLS/180 UNITS = 1.66

MID RISE BUILDING (A)

- 11 - 1 BR @ 549 10%
- 11 - 2 BR @ 1085-1185 39%
- 10 - 3 BR @ 1407-1482 9%
- 112 UNITS

MID RISE PARKING

- 15 SURFACE STALLS
- 153 COVERED STALLS
- 178 TOTAL STALLS/112 UNITS
- 1.59 STALLS/UNIT

TOTAL SITE MIX

- 27 - 1 BR @ 540-655 9%
- 128 - 1 BR @ 750 44%
- 111 - 2 BR @ 1085-1185 39%
- 252 - 3 BR @ 1407-1482 9%
- 492 UNITS

TOTAL RES PARKING

- 227 COVERED STALLS
- 250 SURFACE STALLS
- 477 TOTAL STALLS/282 UNITS
- 1.63 STALLS/UNIT



1 SITE PLAN

**SECTION 8:
Detailed List of Estimated Project Costs**

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

City of Franklin, Wisconsin Tax Increment District No. 10 Detailed List of Estimated Project Costs			
<u>Project ID</u>	<u>Project Name/Type</u>	<u>Est. Cost</u>	<u>Totals</u>
1	Development Incentives Land By Label	15,000,000	15,000,000
2	<u>Ongoing Planning & Administrative Costs</u>	<u>705,000</u>	705,000
Total Projects		<u>15,705,000</u>	<u>15,705,000</u>

SECTION 9: Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

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

Key Assumptions

The Project Costs the City plans to make are expected to create \$42 million in incremental value by 2054. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$16.50 per thousand of equalized value, declining at -0.5% annually, and no economic appreciation or depreciation, the Project would generate \$17 million in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

City of Franklin, Wisconsin

Tax Increment District No. 10

Development Assumptions

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

Notes:

- 1.) Developer plans to build 292 units, \$158,00 AV per Unit, in 2026 and 2027
- 2.) No value assumed for Dollar General or other expected Commercial development.

Table 1 - Development Assumptions

City of Franklin, Wisconsin

Tax Increment District No. 10

Tax Increment Projection Worksheet

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

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

Notes:

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

Table 2 - Tax Increment Projection Worksheet

Financing and Implementation

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

Based on the Project Cost expenditures as included within the cash flow exhibit **(Table 3)**, the District is projected to accumulate sufficient funds by the year 2054 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected. In particular, the Plan only considers the tax increment to be generated by the residential development. The City expects commercial development and redevelopment to occur within the District. Potential incremental value increases from that commercial development are not quantified but will increase tax increment collections that may permit an earlier closure of the District.

City of Franklin, Wisconsin

Tax Increment District No. 10

Cash Flow Projection

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

Notes:

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

PROJECTED CLOSURE YEAR

LEGEND:

----- END OF EXP. PERIOD

Table 3 - Cash Flow

SECTION 10: Annexed Property

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

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

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

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

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

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

Building Codes and Ordinances

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

SECTION 13: Statement of the Proposed Method for the Relocation of any Persons to be Displaced

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

SECTION 14: How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by creating opportunities for mixed use development, rehabilitating and conserving property, eliminating blighted areas, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as

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

SECTION 15:

List of Estimated Non-Project Costs

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

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

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

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

Legal Opinion Found on Following Page.

WESOLOWSKI & REIDENBACH, S.C.
ATTORNEYS AT LAW
11402 WEST CHURCH STREET
FRANKLIN, WISCONSIN 53132

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

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

February 18, 2026

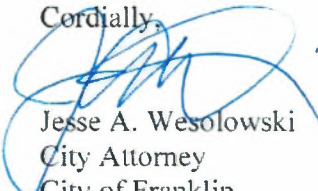
Mayor John R. Nelson
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

re: Project Plan for Tax Incremental District No. 10, City of Franklin, Wisconsin

Dear Mayor:

As City Attorney for the City of Franklin, I have been asked to review the above-referenced Project Plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Franklin Tax Incremental District No. 10 creation is complete and complies with the provisions of Wisconsin Statute § 66.1105. This opinion is provided pursuant to Wisconsin Statute § 66.1105(4)(f).

Cordially,



Jesse A. Wesolowski
City Attorney
City of Franklin

SECTION 17: Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

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

Revenue Year	Milwaukee County	Milwaukee County Metro	City of Franklin	Franklin School District	Milwaukee Area Technical	Total	Revenue Year
2028	68,273	26,884	96,975	146,855	17,398	356,385	2028
2029	148,589	58,510	211,055	319,615	37,866	775,635	2029
2030	147,846	58,217	210,000	318,017	37,677	771,756	2030
2031	147,107	57,926	208,950	316,427	37,488	767,898	2031
2032	146,371	57,636	207,905	314,845	37,301	764,058	2032
2033	145,639	57,348	206,866	313,270	37,114	760,238	2033
2034	144,911	57,061	205,831	311,704	36,929	756,437	2034
2035	144,187	56,776	204,802	310,146	36,744	752,654	2035
2036	143,466	56,492	203,778	308,595	36,560	748,891	2036
2037	142,748	56,210	202,759	307,052	36,378	745,147	2037
2038	142,035	55,929	201,745	305,517	36,196	741,421	2038
2039	141,325	55,649	200,737	303,989	36,015	737,714	2039
2040	140,618	55,371	199,733	302,469	35,835	734,025	2040
2041	139,915	55,094	198,734	300,957	35,655	730,355	2041
2042	139,215	54,818	197,741	299,452	35,477	726,703	2042
2043	138,519	54,544	196,752	297,955	35,300	723,070	2043
2044	137,827	54,272	195,768	296,465	35,123	719,455	2044
2045	137,137	54,000	194,789	294,983	34,948	715,857	2045
2046	136,452	53,730	193,815	293,508	34,773	712,278	2046
2047	135,769	53,462	192,846	292,040	34,599	708,717	2047
2048	135,091	53,194	191,882	290,580	34,426	705,173	2048
2049	134,415	52,928	190,923	289,127	34,254	701,647	2049
2050	133,743	52,664	189,968	287,681	34,083	698,139	2050
2051	133,074	52,400	189,018	286,243	33,912	694,648	2051
2052	132,409	52,138	188,073	284,812	33,743	691,175	2052
2053	131,747	51,878	187,133	283,388	33,574	687,719	2053
2054	131,088	51,618	186,197	281,971	33,406	684,280	2054
Totals	3,699,517	1,456,750	5,254,775	7,957,660	942,773	19,311,475	

MEMO

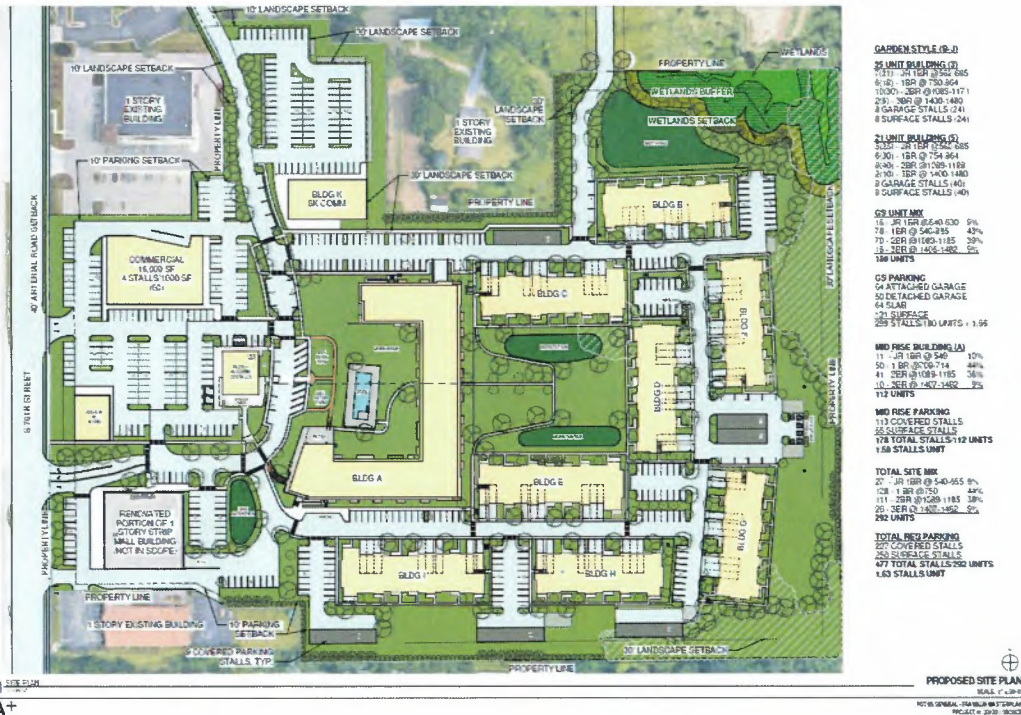
To: City of Franklin
 From: SB Friedman Development Advisors, LLC
 Date: February 2, 2026

RE: Poth's General Development Underwriting Analysis

Project Background

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

Figure 1. Proposed Site Plan



Source: Rinka, City of Franklin

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

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

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

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

Review Process

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

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

Review of Developer's Model

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

DEVELOPMENT HARD AND SOFT COSTS

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

FINANCING ASSUMPTIONS

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

OPERATING ASSUMPTIONS

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

Figure 2. Effective Rent of Comparable Projects

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

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

Source: CoStar, Land by Label, SB Friedman

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

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

FINANCIAL GAP WITHOUT ASSISTANCE

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

FINANCIAL ASSISTANCE REQUEST

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

PROJECT FINANCIAL RETURNS WITH ASSISTANCE

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

FINANCIAL BUT-FOR TEST

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

Limitations of our Engagement

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

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

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

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



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

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

1. LXL Obligations

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



LAND
By
LABEL
DEVELOPMENT CO.

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

2. City Funds

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



LAND
By
LABEL
DEVELOPMENT CO.

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

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

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

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

John Nelson
City of Franklin
Mayor



Ian B. Martin
Land By Label LLC
Managing Principal





Orchard View Shopping Center Blight Designation Narrative & Photos

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

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

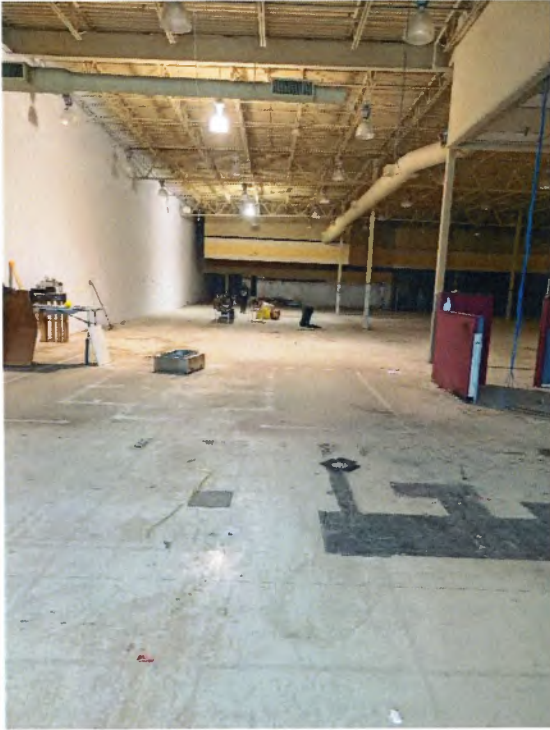
These combined factors create conditions detrimental to public health, safety, and welfare and substantially impair the sound growth of the surrounding community.

The enclosed photos depict the deteriorated state of the property.



LAND *By* LABEL

DEVELOPMENT CO.



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



landbylabel.com

LAND *By* LABEL

DEVELOPMENT CO.



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



landbylabel.com

LAND *By* LABEL

DEVELOPMENT CO.



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



landbylabel.com

LAND *By* LABEL

DEVELOPMENT CO.



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



landbylabel.com

LAND *By* LABEL

DEVELOPMENT CO.



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



landbylabel.com

LAND *By* LABEL

DEVELOPMENT CO.



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



landbylabel.com



MEMORANDUM

Via email delivery to jregetz@franklinwi.gov

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

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

DATE: February 17, 2026

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

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

1. Geological Conditions

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

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

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



LAND
By
LABEL
DEVELOPMENT CO.

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

2. Wetlands

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

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

3. Environmental Considerations

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

4. Restricted Site Access

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

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

Conclusion

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



MEMORANDUM

Date: April 3, 2026
To: City of Franklin Common Council
From: Economic Development Department, John Regetz, Director
RE: Staff Report: Tax Increment Number 10

District Description

Tax Incremental District Number 10 (“TID-10”) is a proposed Blighted Area District comprising of approximately 30 acres located to the southeast of South 76th Street and West Rawson Avenue (Attachment 1, Poths_General_Site_Plan_with_TID_10). The TID-10 will be created to pay the cost of development incentives and other ongoing administrative costs related to the redevelopment of the Orchard View Shopping Center and adjoining parcels (“Project”). The City anticipates making total expenditures of approximately \$15.7 million, as detailed in the Project Plan and subject to the limitations and conditions described therein (“Project Costs”), to undertake the projects listed in the Project Plan. Project Costs include an estimated \$15 million for development incentives and \$705,000 for ongoing administrative expenses. Included in the Developer’s construction budget are funds needed for: (a) the demolition of the dilapidated shopping center, (b) the extension of necessary infrastructure, and (c) the preparation of the property for the future commercial development described herein. More financial data is included in the Project Plan, including projected tax increment revenue generation of approximately \$17.2 million for TID-10 (Franklin, WI - TID 10 Project Plan 3.30.26, Pp 3, 20).

The initial development will consist of a 292-unit market-rate multifamily development and a 4,100 square foot food and beverage retail building, to be constructed by Land by Label (“Developer”), named Poths General, honoring the legacy of the historic Poths General Store that previously stood on the site. Additionally, the Developer plans to build a new Dollar Tree store within the district, to replace the existing Dollar Tree building, which the Developer will demolish as part of the multifamily development. The existing Harry’s Ace Hardware will be preserved. There is also an opportunity for future commercial development in TID-10. Developer has indicated that it has advanced discussions with a medical user and coffee shop as part of the redevelopment. In addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities, increased income and sales tax collection, development of housing, increased commercial activity, and other benefits to the local economy resulting from the purchase of goods and services related to the construction and operation of the Project. (Franklin, WI - TID 10 Project Plan 3.30.26, Pg. 3)

Economic Benefits

The Project Plan and supporting analyses identify the following anticipated benefits of TID-10: It will clean up a blighted, high-traffic area of the City, create new housing opportunities in a market segment identified as in high demand based on regional development trends, and generate new commercial development opportunities. The Developer will construct and maintain streets and collect refuse, in addition to providing paying over \$2 million in Impact Fees (Attachment 2, 3.9.2026 Impact Fees). The Project Plan projects approximately \$42 million in incremental value by the end of TID-10’s life in 2054, generating over

\$600,000 annually in property tax revenues thereafter. These projections are based on assumptions detailed in the Project Plan and supporting financial analyses and are subject to variation based on actual development timing, valuation, and market conditions.

The development of Poths General will be conducted according to the commercial and multi-use Development Agreements approved at the January 6, 2026, Common Council meeting. Within four years from the date of the Development Agreements' executions, \$89.2 million development costs will have been invested in the City, 292 residential units will have been built, and development of a minimum of 29,000 square feet of commercial space is to have begun. New residents will begin to frequent stores, restaurants, and other businesses in their neighborhood, many of which are within walking distance.

According to the latest Baker Tilly report, the region will have experienced a positive \$93.4 million in economic impact from construction costs invested in the City (Attachment 3, Poths General Impact Summary_3.27.26). If 40,000 square feet of commercial space is developed in TID-10 (including other developers' projects), then the TIF district could generate \$22.6 million in increment and close in 20 years, according to a projection from Ehlers Municipal Finance Consultants (Attachment 4, Franklin, WI - TID 10 Creation Sensitivity Analysis).

When TID-10 is fully developed, City utilities will garner new commercial and residential customers, generating, conservatively, \$125,000 in annual water and sanitary sewer revenues without any additional investment (Attachment 5, City of Franklin Will Serve Letter).

Blight Determination

TID No. 10 meets the basis for the legal definition finding of blight. A **"blighted area"** means **"an area"** that is **"detrimental established pursuant to the public health, safety, morals or welfare."** Wis. 66.1105(ae)(1)(a). Blight determinations are a legislative decision, §§ 66.1105(2) and local governments are given wide discretion 66.1333, and such determination will not be overturned supported by judicial review unless the decision was "arbitrary, oppressive, or unreasonable."

Wis. Stat. § 66.1105(2)(ae)1.b. **"An area which is predominantly open** and which consists primarily of an abandoned highway corridor, as defined in s. 66.1333(2m)(a), ..., **or otherwise, that substantially impairs or arrests the sound growth of the community."** (Attachment 6, T-10 BLIGHT REVIEW)

Wis. Stat. § 66.1333 (2m)(b)3.(bm) **Blighted property "means any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence,... or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness,... deterioration of site or other improvements,... or any combination of such factors, ... retards the provisions of housing accommodations or constitutes an economic or social liability..., or any property which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community."** (Attachment 6, T-10 BLIGHT REVIEW)

The conditions identified below are consistent with statutory criteria, including but not limited to impairment of sound growth, inadequate site conditions, and limitations on development due to physical and environmental constraints.

Applicable case law is found in *Voters with Facts v. City of Eau Claire*, 681 N.W.2nd 110. The Wisconsin Legislature determined that a blighted area, as such area may be identified by local government, “**constitutes an economic and social liability, substantially impairs or arrests the sound growth of cities, and retards the provision of housing accommodations.**” *Wis. Stat. 66.1331* and *Voters with Facts v. City of Eau Claire*, 681 N.W.2nd 110.

The right of the Council to determine Blight is upheld in *Voters with Facts v. City of Eau Claire*, 2018 WI 63, 382 Wis. 2d 1, 913 N.W.2d 131, in which the Court found for the City. Applicable citations are attached in *T-10 Blight Review*, including 11¶ 33 ... the plain language of *the statute does not require that the local legislative body—here, the City Common Council—itemize the evidence in the record that supports its finding of blight.*

Additionally:

¶ 35 *This interpretation is reinforced by the surrounding blight-elimination statutes in chapter 66. ... § 66.1105(4)(gm)4.a. Thus, the blight-elimination provisions in chapter 66 are all similar in that none of them require a specified rationale or itemization of supporting evidence.*

12¶ 37 *The key language in each of these statutes is that the “area,” in its current state, “is detrimental to the public health, safety, morals, or welfare.” “Public safety, public health, [and] morality ... are some of the more conspicuous examples of the traditional application of the police power to municipal affairs,”* *Berman v. Parker*, 348 U.S. 26, 32, 75 S.Ct. 98, 99 L.Ed. 27 (1954), and a “*municipality’s exercise of its police power has traditionally been accorded deference by reviewing courts.*” *Nowell v. City of Wausau*, 2013 WI 88, ¶ 46, 351 Wis. 2d 1, 838 N.W.2d 852. “*It is to be remembered that we are dealing with one of the most essential powers of government, one that is the least limitable.*” *Id.* 18
Voters with Facts v. City of Eau Claire, 2018 WI 63, ¶¶ 34-37, 382 Wis. 2d 1, 26–29, 913 N.W.2d 131, 143–45

Obsolescence, deterioration, and impairment of the sound growth of a City are the rationale for Blight Determination for the applicable properties in TID-10. The obsolescence of the Orchard View Mall is supported by facts, with over 50% vacancies since 2022, failing infrastructure (plumbing, ammonia cooling systems, and transformers), and deteriorating site conditions. The following documented conditions collectively result in significant development constraints and increased costs, which impair the site’s market feasibility without public assistance: “*The Planning Department had received multiple complaints about potholes and deterioration of the shopping center parking lot. Assistant City Engineer Kaitlyn Witkowiak and I visited the parking lot on July 3, 2025 (photos attached) and notified the property owner. The property owner acted promptly and patched potholes (photos attached). Complaints were closed on July 14, 2025.*” (Attachment 7, 7-3-25 Plng Dept Pothole Invstgn) Regulo Martinez-Montilva, Planning Manager, Dept. of Development.

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

to the buildings have been disconnected, rendering the spaces unusable for prospective tenants even when tenant interest exists. These combined factors create conditions detrimental to public health, safety, and welfare and substantially impair the sound growth of the surrounding community.” (Pg. 1, Orchard View Shopping Center Blight Designation 12.11.2025)

Deterioration and impairment of the sound growth of a city are the rationale for a Blight Designation of the vacant land east of the Orchard View Mall. The site has not been used for agriculture since 1990. Two geotechnical studies were conducted on the vacant property and warned of development hazards, due to extensive, unpermitted, and unspecified fill on the site (Attachment 8, Poths General - Geotechnical Report – FINAL, Pp. 6-7 [10/31/25]; Attachment 9, Poths General Geotechnical Report PSI, Pg. 6). The report went on to cite additional and costly mitigation construction measures. The Developer conducted a Phase 1 Environmental Assessment (EA), which documented the site’s filling activity, garbage dumping, and suspected PCB and PCE contamination (Attachment 10, Phase I ESA Report - 7154 S. 76th Street - Final - 2-25-2026, Pp., 9, 11, 60, 1310). A Phase 2 EA was conducted due to concerns at the Mall for PCB and PCE contamination, which confirmed that contamination levels were below enforcement thresholds and do not require remediation in groundwater and soil (Attachment 11, Endpoint Phase II EA Report - 76th & Rawson - Final - Land By Label, Pp 4-5). Protection of wetlands in the northeast corner of the Project requires a \$100,000 stormwater retaining wall (Attachment 12, Poth’s - CoF Natural Resource Protection Plan, Attachment 13, Storm Pond Retaining Wall Poths General Civil Plans, Franklin, WI - TID 10 Project Plan 3.30.26 - Appendix C, Pg. 2).

Access to the vacant parcels is constrained, including a lack of common ownership and direct access to Rawson Avenue, which limits development feasibility without infrastructure improvements.

The City made a similar finding of blight in connection with vacant land that became TID No. 7 to facilitate Velo Village Apartments. See Ehlers Project Plan dated May 17, 2019 (Attachment 14, TIDNo7_Project_Plan_FINAL_6-18-2019, Pg 7). In that case, the land that became Velo Village Apartments was almost entirely vacant, except for a small, dilapidated barn.

Police, Fire, and School Services Demands

Proposed TID-10 lies within established Fire, Police, and Public-School service areas. Franklin Public Schools forecasts that approximately 14.6 new students will be added to the district, and that plenty of capacity for such students exists in all applicable schools (Attachment 15, Franklin Public School Capacity.pdf).

“The Fire Department has reviewed the proposed development and provided the following assessment:

- *The project will not require the addition of any specific equipment or fire apparatus.*
- *The fire department impact fees generated by the proposed project cannot be used for additional firefighter/paramedics or vehicles. However, they may be used for fire stations and fire department facilities. This development is in Fire Station 1’s first-response area, where our building requires repairs and additional space.*
- *Historically, residential properties, including single-family, condominiums, senior living and apartments are the highest utilizers of emergency medical and fire department services. When Poth’s General project was originally proposed, it was suggested that the fire department compare the response activity generated by the 5-building Velo Village apartment complex located on S. Ballpark Drive as a*

projection of the demands Poth's General project will likely impose on the fire department. Since 2023, the Velo Village complex has generated between 12 and 30 calls per year for fire and emergency medical services." Chief James Mayer, Franklin, Fire Dept. (Fire Department Comments Orchard View Blighted Area 03.30.26)

The Fire Department further confirms that no additional apparatus or specialized equipment is required to serve the development.

The Police Department does not anticipate a significant increase in service demand associated with the TID-10 Project. This is the advantage of an infill/redevelopment project: it utilizes existing infrastructure to complete development in an area and will have Departmental services already existing for the area.

TID-10 Project Assistance

The City has approved a Development Agreement that establishes -a pay-as-you-go ("PAYGO") developer incentive for the Developer, capped at \$15 million. The tax increment (new assessed valuation) created by Developer's new projects alone generates the new tax revenues that fund the PAYGO incentive. The terms include annual PAYGO payments equal to 90% of the tax increment generated by the multi-use (residential with 4,100 square feet commercial) portion of the Project. Payments to the Developer are payable solely from and limited to the tax increment generated, subject to annual appropriation. A Municipal Revenue Obligation (MRO) dedicates these increased tax revenues from the development projects to the PAYGO incentive. Accordingly, the City is not obligated to make payments to the Developer except for the tax increment generated within the district.

If the Project achieves a financial return above 17% IRR or 3.00x investor return multiple, the City would be entitled to 25% of excess proceeds, not to exceed \$2.5 million. The Developer must secure financing and investors, along with their own equity, to fund the project. The Developer builds the infrastructure and pays Impact Fees, except for a partial credit for building a traffic light on South 76th Street. The Developer pays the taxes that fund the PAYGO incentive. S.B. Friedman's Underwriting Analysis states that "this Project would not occur, as presented, but-for the financial assistance requested by the Developer." (Franklin, WI - TID 10 Project Plan 3.30.26 - Appendix A, pg. 4).

TID-10 is projected to accumulate sufficient funds by the year 2054 to pay off all Project cost liabilities and obligations (Franklin, WI - TID 10 Project Plan 3.30.26 Pg. 22). The projected closure is based on the various assumptions noted in this Plan and will vary depending on actual Project Costs incurred and the actual amount of tax increments collected. In particular, the Plan considers only the tax increment generated by the residential development. The City expects commercial development and redevelopment to occur within the TID-10. Potential incremental value increases from commercial development are not included in the Project Plan as there are no currently proposed projects, but have been estimated in the attached *Franklin, WI - TID 10 Creation Sensitivity Analysis*, to examine the potential TID-10 life upon full development. That Sensitivity Analysis shows that TID 10 could be closed in roughly 20 years, 7 years sooner than the "base case" financial modeling.

Market Conditions

Recent development patterns and market analyses indicate that the current economic climate in Southeast Wisconsin requires incentives for multi-use projects, including commercial and housing, and even for

housing alone. Apartments are the most pursued developments in contemporary markets, in large part because of the broader positive impact on surrounding commercial uses. A review of recent TIF projects reveals the demand for apartment housing and investment. These examples are provided for illustrative purposes to demonstrate broader regional development trends and are not relied upon as determinative of this Project's feasibility.

- Mayfair Mall, Wauwatosa: 900 apartments; \$57.9 million TIF incentive; \$50 million developer investment.
- Southridge Mall, Greendale, : 675 apartments, 20; 50,000 square feet of new retail space at Southridge's Boston Store site; \$10.3 million TIF; \$16.7 million financing for the first phase.
- The Corners of Brookfield: 40,000 square feet of retail; 278 luxury apartments .
- Regency Mall, Racine: 280 apartments & 230,000 square feet remain as an enclosed mall; \$39.6 million TIF.
- Drexel Town Square, Oak Creek: 399 apartments; \$8.4 million grant; \$6.5 million loan; \$85 million developer (\$100 million total).

New apartments will become vacant in the future only if the community's population decreases or the property is neglected. Construction costs in the single-family home market will stave off changes in this market dynamic in the foreseeable future.

Recent development trends indicate that mixed-use projects incorporating residential components are commonly utilized to support commercial viability and reduce development risk. Investors also desire to develop a customer base that coincides with the commercial properties to be developed. Older commercial retail and service centers are failing in the current market, and investors want to mitigate the risk of building them by developing them alongside apartment projects.

Clarification Regarding Record

The materials supporting this Project, including engineering, environmental, financial, and legal analyses, have been provided to the Common Council over a multi-year period. The issues summarized in this report reflect topics previously reviewed and documented within the project record. At this stage, the matter before the Council is whether to evaluate and act upon the established record.

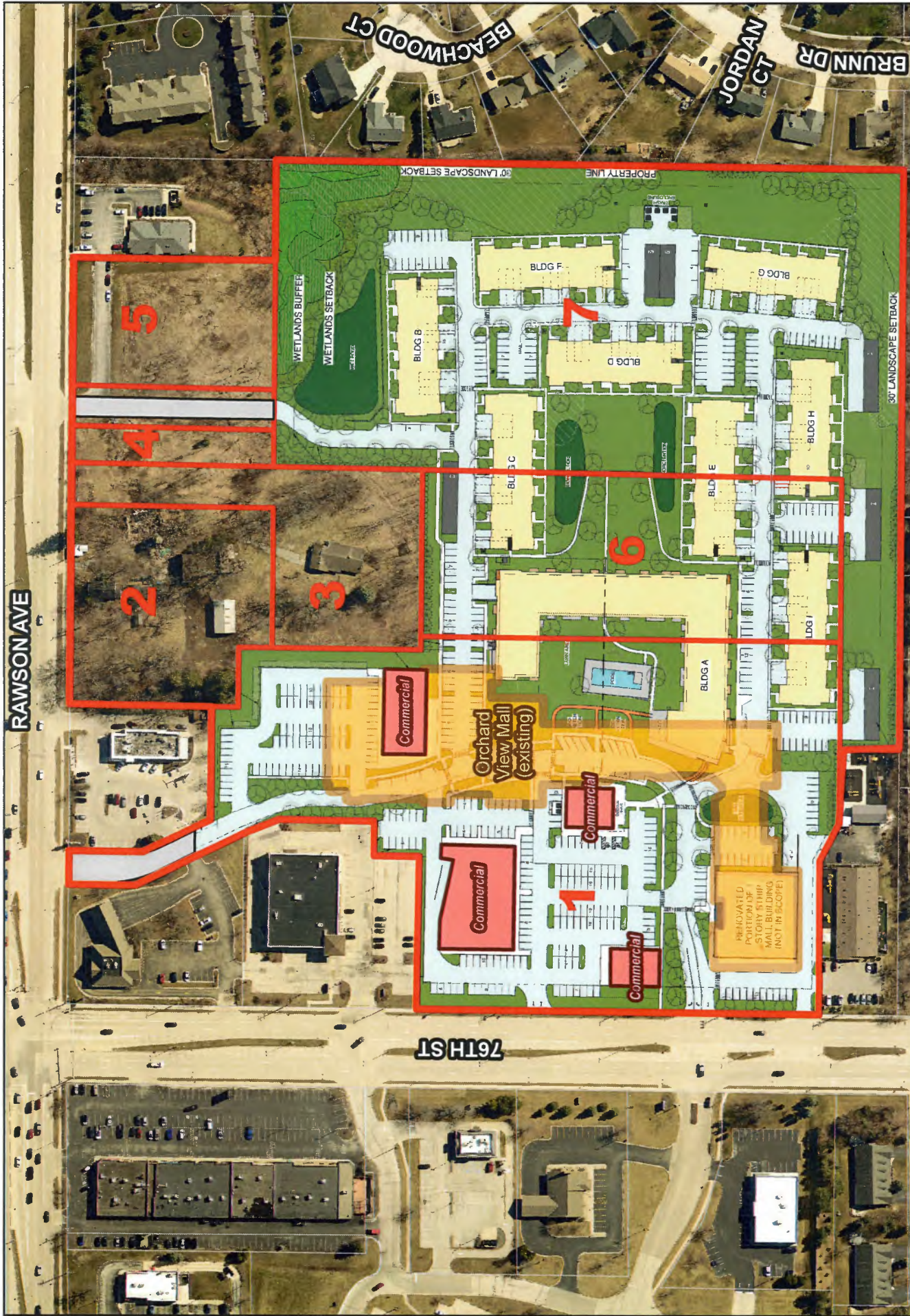
Conclusion

Based on the information summarized above and the supporting documentation contained within the project record, the staff have provided the analysis necessary for informed consideration of the proposed Tax Incremental District No. 10.

The Project Plan, supporting studies, and departmental reviews collectively address the statutory requirements, site conditions, financial structure, and anticipated impacts associated with the proposed district.

Accordingly, the matter before the Common Council is to evaluate the established record and determine whether to proceed with approval of TID-10 based on the information provided.

ATTACHMENTS



Franklin Proposed TID 10 & Poth's General Project

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

ATTACHMENT 1

Impact & Connection Fees for Poths General

Building	Units	Park	Fire	Police	Library	Transportation	Water & Stormwater	Administrative	Sewer	Total
A	\$ 69	\$ 115,000	\$ 27,000	\$ 31,000	\$ 20,000	\$ 40,000	\$ 235,000	\$ 4,000	\$ 21,000	\$ 493,000
B	\$ 69	\$ 115,000	\$ 27,000	\$ 31,000	\$ 20,000	\$ 40,000	\$ 235,000	\$ 4,000	\$ 21,000	\$ 493,000
C	\$ 23	\$ 38,000	\$ 9,000	\$ 10,500	\$ 6,700	\$ 13,200	\$ 78,000	\$ 1,500	\$ 7,200	\$ 164,100
D	\$ 23	\$ 38,000	\$ 9,000	\$ 10,500	\$ 6,700	\$ 13,200	\$ 78,000	\$ 1,500	\$ 7,200	\$ 164,100
E	\$ 23	\$ 38,000	\$ 9,000	\$ 10,500	\$ 6,700	\$ 13,200	\$ 78,000	\$ 1,500	\$ 7,200	\$ 164,100
F	\$ 23	\$ 38,000	\$ 9,000	\$ 10,500	\$ 6,700	\$ 13,200	\$ 78,000	\$ 1,500	\$ 7,200	\$ 164,100
G	\$ 23	\$ 38,000	\$ 9,000	\$ 10,500	\$ 6,700	\$ 13,200	\$ 78,000	\$ 1,500	\$ 7,200	\$ 164,100
H	\$ 23	\$ 38,000	\$ 9,000	\$ 10,500	\$ 6,700	\$ 13,200	\$ 78,000	\$ 1,500	\$ 7,200	\$ 164,100
I	\$ 23	\$ 38,000	\$ 9,000	\$ 10,500	\$ 6,700	\$ 13,200	\$ 78,000	\$ 1,500	\$ 7,200	\$ 164,100
J	\$ 6	\$ 10,000	\$ 2,500	\$ 2,700	\$ 1,800	\$ 3,500	\$ 20,500	\$ 350	\$ 2,100	\$ 43,450
K	\$ 6	\$ 10,000	\$ 2,500	\$ 2,700	\$ 1,800	\$ 3,500	\$ 20,500	\$ 350	\$ 2,100	\$ 43,450
Clubhouse		N/A	\$ 1,050	\$ 1,200	N/A	\$ 1,475	\$ 10,000	\$ 60	\$ 780	\$ 14,565
Comm 4K SF		N/A	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -
Comm 8100K SF		N/A	\$ 1,650	\$ 2,000	N/A	\$ 2,390	\$ 10,000	\$ 60	\$ 600	\$ 16,700
Comm 15K SF		N/A	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -
12 Garages 3,584 SF		N/A	\$ 750	\$ 850	N/A	\$ 1,100	\$ 30,000	\$ 60	N/A	\$ 32,760
1 Garage 1,536 SF		N/A	\$ 350	\$ 400	N/A	\$ 450	\$ -	\$ 60	N/A	\$ 1,260
Total		\$ 516,000	\$ 125,800	\$ 145,350	\$ 90,500	\$ 184,815	\$ 1,107,000	\$ 19,440	\$ 97,980	\$ 2,286,885

\$ 2,102,070

Project Costs By Category

Cost Category	Park	Fire	Police	Library	Transportation	Water & Stormwater	Administrative	Sewer	Total
Site Utilities						\$ 1,426,500		\$ 637,665	\$ 2,064,165
Site Concrete & Walks	\$ 150,000								\$ 150,000
Traffic Signal					\$ 600,000				\$ 600,000
Landscaping & Furnishings	\$ 65,000								\$ 65,000
Total	\$ 215,000	\$ -	\$ -	\$ -	\$ 600,000	\$ 1,426,500	\$ -	\$ 637,665	\$ 2,879,165

Impact Fee 0) \$ - \$ - \$ 184,815 \$ - \$ - \$ - \$ 184,815 \$ - \$ - \$ 184,815
 Credit

ATTACHMENT 2

Poths General Mixed-Use Development

FRANKLIN, WI



Poths General is a mixed-use redevelopment of a largely vacant, deteriorating 150,000-square-foot shopping center and approximately 25 acres of adjacent vacant land in Franklin, WI. The existing blighted retail center will be demolished to make way for a new, thoughtfully designed community featuring 292 market-rate apartment units and approximately 30,000 square feet of retail space. The residential component will consist of eight two-story, garden-style buildings, each containing 21 to 25 units with attached garages, as well as a three-story podium building comprising 112 units. The podium building will also include approximately 4,000 square feet of amenity space. Additional residential amenities will include a pool and outdoor gathering areas. The retail portion of the development will feature a 4,100-square-foot building intended for a coffee shop or wine bar. An existing 16,000-square-foot Ace Hardware store will remain as part of the development, while an existing 10,000-square-foot Dollar Tree will be replaced with a new 12,000-square-foot building.

Estimated Construction Impact

Estimated Development Costs

\$89.2M

Estimated Economic Output Over the Construction Period

\$68.0M

\$13.2M **\$12.2M**

\$93.4M

DIRECT

INDIRECT

INDUCED

TOTAL OUTPUT

Summary of Estimated Economic Impacts Over the Construction Period

Impact	Direct	Total
Employment	304	442
Labor Income	\$26,762,857	\$35,716,505
Value Added	\$35,836,285	\$53,019,110
Economic Output	\$67,988,251	\$93,358,577

For purposes of this analysis, the construction period is defined as April 2026 through December 2028, encompassing site demolition, infrastructure and sitework, vertical construction of residential buildings, and project completion.



Construction Supply Chain

Based on industry data for Milwaukee County, WI, an estimated 55% of the goods and services that construction of the facility will require can be provided within the region.

Estimated Operational Impacts

Ongoing operations are estimated to support 54 full-time equivalent (FTE) positions across property management and retail uses within the development. The following analysis summarizes the estimated annual economic impact generated by these direct jobs, along with projected resident and visitor activity.

Estimated Annual Economic Output from Operations



Summary of Estimated Annual Economic Impacts

Impact	Direct	Total
Employment	54	77
Labor Income	\$2,361,587	\$3,817,585
Value Added	\$6,163,198	\$9,029,684
Economic Output	\$10,193,648	\$14,928,822

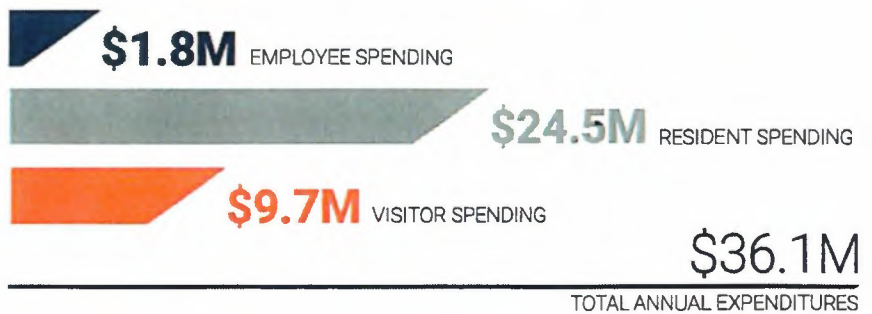


Operational Supply Chain

Based on industry data for Milwaukee County, WI, an estimated 73% of the goods and services that site operations will require to operate can be provided within the region.

Local Expenditures

Based on typical spending patterns within the local market, employees, residents, and visitors associated with the development are projected to generate approximately \$36.1 million in annual disposable income expenditures.



IMPLAN® model, 2024 Data, using inputs provided by the user and IMPLAN Group LLC, IMPLAN System (data and software), 16905 Northcross Dr., Suite 120, Huntersville, NC 28078
www.IMPLAN.com

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. © 2026 Baker Tilly Advisory Group, LP

IMPLAN Methodology

The economic impact of the Project is calculated for the (1) construction activity, and (2) the operation of the Project.

Baker Tilly applied IMPLAN (a computer-based economic input-output model) to estimate the total direct¹, indirect and induced economic impacts of the Project. This includes job creation, economic output and household earnings (or compensations to employees), and federal, state and local taxes. The direct economic activity ripples through the local and state economies supporting additional economic impacts in the form of indirect and induced effects including jobs, output and household income.

The tables throughout the analysis show the economic impacts of the individual aspects of the Project. The impacts are considered "Direct, Indirect or Induced" and will be presented for "Employment, Labor Income, Value Added, and Output", which are defined as such:

Direct effects from initial spending creates additional activity in the local economy.

Indirect effects are the results of business-to-business transactions indirectly caused by the direct effects.

Induced effects are the results of increased personal income caused by the direct and indirect effects.

Employment consists of a count of jobs that include both full-time and part-time workers.

Labor Income consists of wages and salaries, employer-provided benefits, and proprietors' income.

Value Added represents the difference between the value of goods and the cost of materials or supplies that are used in producing them. Value added is defined as the gross receipts of a firm minus the cost of goods and services purchases from other firms. Value added includes wages, salaries, interest, depreciation, rent, taxes and profit.

Output can be thought of as the value of goods and services sold in the economy or revenues for businesses in the economy.

Tax Impact

Tax Impact results are based on the collected and reported taxes within the region for the given data year. Taxes are also levied at different levels of government. In IMPLAN, the results are given at the following levels: State + Local, Federal, County, Sub County General, Sub County Special Districts, and State. Sub County General includes city and township governments. Sub County Special includes fire and public-school districts.

Taxes are industry and geographically specific. However, the breakout by tax category (i.e. sales tax, income tax, etc.) is not industry specific, due to raw data limitations. Also, there is no way within IMPLAN to know the breakout of the components of each subset of tax (i.e. Sales Tax) into additional detail; the raw data does not have this level of detail.

¹ The definition of "direct jobs" through IMPLAN used in this report should not be confused with the concept of "direct job" creation measurable by Forms I-9, payroll records or other similar documentation. When economists use the term "direct" jobs in the context of an econometric methodology such as IMPLAN, what is meant are jobs created directly by either expenditures or revenues. For example, if a building is constructed or renovated, the employees of the various unaffiliated tenants of that building would be considered "direct" jobs in the context of an econometric report. The tenants' employees are not "direct" employees of the project developer or LLC.

ATTACHMENT 4

City of Franklin, Wisconsin

Tax Increment District No. 10

Development Assumptions

Construction Year	Actual	Pothesis General - Apartments ¹	Net Out Base ²	Commercial	Annual Total	Construction Year
	Units	Total Value	Total Value	Sq. Ft.	Total Value	
		Estimated Value per	\$158,000		\$150	
1 2026	146	23,068,000			19,278,900	2026 1
2 2027	146	23,068,000	(3,789,100)	20,000	26,068,000	2027 2
3 2028	0	0		20,000	3,000,000	2028 3
4 2029	0	0		0	0	2029 4
5 2030	0	0		0	0	2030 5
6 2031	0	0		0	0	2031 6
7 2032	0	0		0	0	2032 7
8 2033	0	0		0	0	2033 8
9 2034	0	0		0	0	2034 9
10 2035	0	0		0	0	2035 10
11 2036	0	0		0	0	2036 11
12 2037	0	0		0	0	2037 12
13 2038	0	0		0	0	2038 13
14 2039	0	0		0	0	2039 14
15 2040	0	0		0	0	2040 15
16 2041	0	0		0	0	2041 16
17 2042	0	0		0	0	2042 17
18 2043	0	0		0	0	2043 18
19 2044	0	0		0	0	2044 19
20 2045	0	0		0	0	2045 20
21 2046	0	0		0	0	2046 21
22 2047	0	0		0	0	2047 22
23 2048	0	0		0	0	2048 23
24 2049	0	0		0	0	2049 24
25 2050	0	0		0	0	2050 25
26 2051	0	0		0	0	2051 26
27 2052	0	0		0	0	2052 27
Totals	0	46,136,000	0	40,000	6,000,000	48,346,900

Notes:
 1.) Developer plans to build 292 units, \$158,00 AV per Unit, in 2026 and 2027
 2.) No value assumed for Dollar General or other expected Commercial development.



City of Franklin, Wisconsin

Tax Increment District No. 10

Tax Increment Projection Worksheet

Type of District		Blighted Area		Economic Change		Total		Base Value	
District Creation Date	March 17, 2026	Valuation Year	Change	Increment	Revenue Year	Revenue Year	Tax Rate ¹	Economic Change Factor	Apply to Base Value
Valuation Date	Jan 1, 2026	2027	70,357	19,349,257	2028	2029	\$16.42	1.00%	x
Max Life (Years)	27	2028	263,850	45,681,107	2030	2031	\$16.34		\$
End of Expenditure Period	3/17/2048	2029	527,168	49,208,275	2032	2033	\$16.26		16.50
Revenue Periods/Final Year	2054	2030	562,440	49,770,714	2034	2035	\$16.18		-0.50%
Extension Eligibility/Years	3	2031	568,064	50,338,779	2036	2037	\$16.10		
Eligible Recipient District	Yes	2032	573,745	50,912,523	2038	2039	\$16.02		
		2033	579,482	51,492,006	2040	2041	\$15.93		
		2034	585,277	52,077,283	2042	2043	\$15.86		
		2035	591,130	52,668,412	2044	2045	\$15.78		
		2036	597,041	53,265,454	2046	2047	\$15.70		
		2037	603,012	53,868,465	2048	2049	\$15.62		
		2038	609,042	54,477,507	2050	2051	\$15.54		
		2039	615,132	55,092,639	2052	2053	\$15.46		
		2040	621,283	55,713,922	2054	2055	\$15.39		
		2041	627,496	56,341,418	2056	2057	\$15.31		
		2042	633,771	56,975,190	2058	2059	\$15.23		
		2043	640,109	57,615,298	2060	2061	\$15.16		
		2044	646,510	58,261,808	2062	2063	\$15.08		
		2045	652,975	58,914,784	2064	2065	\$15.00		
		2046	659,505	59,574,288	2066	2067	\$14.93		
		2047	666,100	60,240,388	2068	2069	\$14.86		
		2048	672,761	60,913,149	2070	2071	\$14.78		
		2049	679,488	61,592,638	2072	2073	\$14.71		
		2050	686,283	62,278,921	2074	2075	\$14.63		
		2051	693,146	62,972,067	2076	2077	\$14.56		
		2052	700,078	63,672,145	2078	2079	\$14.49		
		2053	707,078	64,379,223	2080	2081	\$14.41		
Totals		48,346,900		16,032,323		Future Value of Increment		22,640,467	

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



City of Franklin, Wisconsin

Tax Increment District No. 10

Cash Flow Projection

Year	Projected Revenues			Projected Expenditures			Balances		
	Tax Increments	Interest Earnings	Total Revenues	MRO #1 Land by Label ²	Ongoing Planning & Administration ¹	Total Expenditures	Annual	Cumulative	Liabilities Outstanding
2026			0			0	0	0	0
2027			0			0	0	0	0
2028	317,743		317,743	182,469	115,000	297,469	20,274	20,274	14,817,531
2029	746,401		746,401	524,144	115,000	639,144	107,256	127,531	14,293,387
2030	800,012		800,012	528,281	115,000	643,281	156,732	284,262	13,765,106
2031	805,110		805,110	622,432	15,000	637,432	167,678	451,941	13,142,674
2032	810,228		810,228	626,599	15,000	641,599	168,629	620,569	12,516,075
2033	815,365		815,365	630,782	15,000	645,782	169,584	790,153	11,885,293
2034	820,523		820,523	634,980	15,000	649,980	170,543	960,696	11,250,313
2035	825,700		825,700	639,194	15,000	654,194	171,506	1,132,202	10,611,119
2036	830,897		830,897	643,424	15,000	658,424	172,473	1,304,675	9,967,695
2037	836,114		836,114	647,670	15,000	662,670	173,445	1,478,119	9,320,026
2038	841,352		841,352	651,931	15,000	666,931	174,421	1,652,540	8,668,094
2039	846,610		846,610	656,209	15,000	671,209	175,401	1,827,941	8,011,885
2040	851,889		851,889	660,503	15,000	675,503	176,385	2,004,326	7,351,382
2041	857,188		857,188	664,814	15,000	679,814	177,374	2,181,700	6,686,568
2042	862,508		862,508	669,141	15,000	684,141	178,367	2,360,067	6,017,427
2043	867,849		867,849	673,485	15,000	688,485	179,365	2,539,432	5,343,942
2044	873,211		873,211	677,845	15,000	692,845	180,367	2,719,799	4,666,097
2045	878,595		878,595	682,222	15,000	697,222	181,373	2,901,172	3,983,876
2046	884,000		884,000	686,616	15,000	701,616	182,384	3,083,555	3,297,260
2047	889,426		889,426	3,297,260	15,000	3,312,260	(2,422,834)	660,721	0
2048	894,874		894,874			0	894,874	1,555,595	0
2049	900,343		900,343			0	900,343	2,455,938	0
2050	905,835		905,835			0	905,835	3,361,773	0
2051	911,348		911,348			0	911,348	4,273,121	0
2052	916,884		916,884			0	916,884	5,190,004	0
2053	922,441		922,441			0	922,441	6,112,446	0
2054	928,022		928,022			0	928,022	7,040,467	0
Totals	22,640,467	0	22,640,467	15,000,000	600,000	15,600,000			

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

PROJECTED CLOSURE YEAR

LEGEND:
 ----- END OF EXP. PERIOD





March 20, 2026

Emily Cialdini
LXL PG Apartments LLC
5154 S 76th Street
Franklin, WI 53132

Dear Emily Cialdini:

This letter is to confirm that the City of Franklin can provide sanitary and water service to the properties located at 7154 S 76th Street, Franklin, WI (tax key IDs: 756-9993-021; 756-9993-016; 756-9993-012)

When a building, erosion control and plumbing permit are approved for this property, LXL PG Apartments LLC will be able to tap into the existing city sanitary and water infrastructure in accordance with the City of Franklin Code.

Sincerely,

A handwritten signature in blue ink, appearing to read "K Baker", is written over a faint, light blue horizontal line.

Kyle Baker
City of Franklin Engineering
Engineering Department
414-427-7558
KBaker@franklinwi.gov

ATTACHMENT 6

T10 BLIGHT REVIEW

Wis. Stat. § 66.1105(2) Definitions ***

(ae)1. “Blighted area” means any of the following:

a. An **area**, including a slum area, **in which the structures, buildings or improvements**, which by reason of **dilapidation, deterioration, age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of these factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

b. An **area which is predominantly open** and **which consists** primarily of an abandoned highway corridor, as defined in s. 66.1333(2m)(a), **or** that consists of land upon which buildings or structures have been demolished and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, **or otherwise, substantially impairs or arrests the sound growth of the community.**

2. “Blighted area” does not include predominantly open land area that has been developed only for agricultural purposes.

Voters with Facts v. City of Eau Claire, 2018 WI 63, 382 Wis. 2d 1, 913 N.W.2d 131:

On review, we consider two issues. First, we consider whether dismissal of Plaintiffs' declaratory judgment claims was proper. We conclude that it was, because Plaintiffs have failed to state claims upon which relief can be granted: the first and second counts fail because **the City Common Council's findings of blight and the JRB's “but for” assertions are legislative determinations** that do not present justiciable issues of fact or law;

Voters with Facts v. City of Eau Claire, 2018 WI 63, ¶ 4, 382 Wis. 2d 1, 10, 913 N.W.2d 131, 136

¶ 32 “[S]tatutory interpretation begins with the language of the statute.” State ex rel. Kalal v. Circuit Court for Dane Cty., 2004 WI 58, ¶ 45, 271 Wis. 2d 633, 681 N.W.2d 110. Here, the statute states, in relevant part, as follows:

In order to implement the provisions of this section, the following steps and plans are required: ... Adoption by the local legislative body of a resolution which ... [c]ontains findings that ... [n]ot less than 50%, by area, of the real property within the district is at least one of the following: a blighted area....

Wis. Stat. § 66.1105(4)(gm)4.a. “All words and phrases shall be construed according to common and approved usage; but technical words and phrases and others that have a peculiar meaning in

the law shall be construed according to such meaning.” Wis. Stat. § 990.01(1); see also Kalal, 271 Wis. 2d 633, ¶ 45, 681 N.W.2d 110; Antonin Scalia & Bryan A. Garner, Reading Law: The Interpretation of Legal Texts 69-77 (2012) (“Ordinary-Meaning Canon”).

¶ 33 “Findings” is not a defined term in the statute. The word “findings” is also not defined in Black’s Law Dictionary, which instead refers the reader to the following entry for “finding of fact”: “A determination by a judge, jury, or administrative agency of a fact supported by the evidence in the record....” Finding of fact, Black’s Law Dictionary *26 749 (10th ed. 2014). Given this ordinary meaning of “findings”, the plain language of **the statute does not require that the local legislative body—here, the City Common Council—itemize the evidence in the record that supports its finding of blight.**

Vote’s with Facts v. City of Eau Claire, 2018 WI 63, ¶¶ 32-33, 382 Wis. 2d 1, 25–26, 913 N.W.2d 131, 143

¶ 34 **This plain language interpretation is supported by the context of surrounding and closely-related statutes.** See Kalal, 271 Wis. 2d 633, ¶ 46, 681 N.W.2d 110 (“[S]tatutory language is interpreted in the context **144 in which it is used; ... in relation to the language of surrounding or closely-related statutes.”). **In a closely-related statute, the legislature has demonstrated that it is fully capable of specifying when findings of blight must be explained by itemized evidence. See Wis. Stat. § 32.03(6)(c)4.** Chapter 32 governs the acquisition of condemned property vis-à-vis eminent domain, including municipal acquisition of blighted properties under chapter 66. See, e.g., Wis. Stat. § 66.1331(4)(a)3., (4)(b); Wis. Stat. § 66.1333(5)(a)3., (5)(b)1. Section 32.03(6) limits this method of acquiring blighted properties by requiring that “the condemnor shall make written findings and provide a copy of the findings to the owner of the property. The findings shall include ... [a] finding that the owner’s property is blighted and the reasons for that finding.” § 32.03(6)(c)4. (emphasis added). **Thus, the legislature is fully capable of specifying when the reasons underlying a finding of blight must be given, and we should not read into Wis. Stat. § 66.1105(4)(gm)4.a. such a requirement where it is not specified.** See Scalia & Garner, supra ¶32 at 93 (“Nothing is to be added to what the text states or reasonably implies.”).

¶ 35 **This interpretation is reinforced by the surrounding blight-elimination statutes in chapter 66.** For example, Wis. Stat. § 66.1331, commonly known as *27 the “Blighted Area Law,” requires only “the adoption of a resolution by the local legislative body declaring the area to be a blighted area in need of redevelopment.” § 66.1331(5)(b)1. Similarly, Wis. Stat. § 66.1333, commonly known as the “Blight Elimination and Slum Clearance Act,” requires only “the adoption by the local legislative body of a resolution declaring in substance that there exists within the city a need for blight elimination, slum clearance and urban renewal programs and projects.” § 66.1333(3)(a)2.17 Here, Wis. Stat. § 66.1105, commonly known as the “Tax Increment Law,” requires only the “[a]doption by the local legislative body of a resolution which ... [c]ontains findings that ... [n]ot less than 50%, by area, of the real property within the district is

... a blighted area.” § 66.1105(4)(gm)4.a. Thus, the blight-elimination provisions in chapter 66 are all similar in that none of them require a specified rationale or itemization of supporting evidence.

¶ 36 Moreover, and perhaps more importantly, this interpretation is reasonable because findings of blight are legislative determinations that “do[] not raise justiciable issues of fact or law.” *28 Joint Sch. Dist. No. 1 v. State Appeal Bd., 56 Wis. 2d 790, 794, 203 N.W.2d 1 (1973). In Wis. Stat. § 66.1105, “blighted area” means:

An area, including a slum area, in which the structures, buildings or improvements, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of **145 these factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

§ 66.1105(2)(ae)1.a. And this is substantially similar to the definition of “blighted area” in all of the blight-elimination statutes:

“Blighted area” means any area, including a slum area, in which a majority of the structures are residential or in which there is a predominance of buildings or improvements, whether residential or nonresidential, and which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of these factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safely, morals or welfare.

Wis. Stat. § 66.1331(3)(a).

“Blighted area” means ... [a]n area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, *29 age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

Wis. Stat. § 66.1333(2m)(b)1.

12¶ 37 **The key language in each of these statutes is that the “area,” in its current state, “is detrimental to the public health, safety, morals, or welfare.” “Public safety, public health, [and] morality ... are some of the more conspicuous examples of the traditional application of the police power to municipal affairs,”** Berman v. Parker, 348 U.S. 26, 32, 75 S.Ct. 98, 99 L.Ed. 27 (1954), and a **“municipality’s exercise of its police power has traditionally been accorded**

deference by reviewing courts.” Nowell v. City of Wausau, 2013 WI 88, ¶ 46, 351 Wis. 2d 1, 838 N.W.2d 852. **“It is to be remembered that we are dealing with one of the most essential powers of government, one that is the least limitable.”** Id.18

Voters with Facts v. City of Eau Claire, 2018 WI 63, ¶¶ 34-37, 382 Wis. 2d 1, 26–29, 913 N.W.2d 131, 143–45

Blighted Area:

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

Specific blighting conditions include the following parcels:

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

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

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

66.1333 Blight elimination and slum clearance.

(1) Short title. This section shall be known and may be cited as the “Blight Elimination and Slum Clearance Act”.

(2) Findings. In addition to the findings and declarations made in ss. [66.1331](#) [\(2\)](#) and [66.1337](#), it is found and declared that the existence of substandard, deteriorated, slum and blighted areas and blighted properties is a matter of statewide concern. It is the policy of this state to protect and promote the health, safety, morals and general welfare of the people of the state in which these areas and blighted properties exist by the elimination and prevention of these areas and blighted properties through the utilization of all means appropriate for that purpose, thereby encouraging well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities in these areas and blighted properties. The purposes of this section are to provide for the elimination and prevention of substandard, deteriorated, slum and blighted areas and blighted properties through redevelopment and other activities by state-created agencies and the utilization of all other available public and private agencies and resources. State agencies are necessary in order to carry out in the most effective and efficient manner the state’s policy and declared purposes for the prevention and elimination of substandard, deteriorated, slum and blighted areas and blighted properties. State agencies shall be available in all the cities in the state to be known as the redevelopment authorities of the particular cities and carry out and effectuate the provisions of this section when the local legislative bodies of the cities determine there is a need for them to carry out within their cities the powers and purposes of this section. Assistance which may be given by cities or any other public bodies under this section is a public use and purpose for which public money may be expended. The necessity in the public interest for the provisions of this section is declared a matter of legislative determination. Nothing in this subsection contravenes, repeals or rescinds the finding or declaration of necessity before the recreation of this subsection on June 1, 1958.

(2m) Definitions. In this section, unless the context clearly indicates otherwise:

(a) “Abandoned highway corridor” means land in any city designated by the department of transportation for use as part of an expressway or a freeway, which is no longer designated by the department for that purpose.

(am) “Arts incubator” has the meaning given in s. [41.60 \(1\) \(a\)](#).

(ar) “Authority” means a redevelopment authority.

(b) “Blighted area” means any of the following:

1. An area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

2. An area which by reason of the presence of a substantial number of substandard, slum, deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.

3. An area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.

(bm) “Blighted property” means any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and is detrimental to the public health, safety, morals or welfare, or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open and

which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.

(c) “Blight elimination, slum clearance and urban renewal program,” “blight elimination and urban renewal program,” “redevelopment, slum clearance or urban renewal program,” “redevelopment or urban renewal program,” and “redevelopment program,” mean undertakings and activities for the elimination and for the prevention of the development or spread of blighted areas.

(d) “Blight elimination, slum clearance and urban renewal project,” “redevelopment and urban renewal project,” “redevelopment or urban renewal project,” “redevelopment project,” “urban renewal project,” and “project” mean undertakings and activities in a project area for the elimination and for the prevention of the development or spread of slums and blight, and may involve clearance and redevelopment in a project area, or rehabilitation or conservation in a project area, or any combination or part of the undertakings and activities in accordance with a “redevelopment plan,” “urban renewal plan,” “redevelopment or urban renewal plan,” “project area plan,” or “redevelopment and urban renewal plan,” either one of which means the redevelopment plan of the project area prepared and approved as provided in sub. (6). These undertakings and activities include all of the following:

1. Acquisition of all or a portion of a blighted area.
2. Demolition and removal of buildings and improvements.
3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the project area the objectives of this section in accordance with the redevelopment plan.
4. Disposition of any property acquired in the project area, including sale, initial leasing or retention by the authority itself, at its fair value for uses in accordance with the redevelopment plan.
5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the redevelopment plan.
6. Acquisition of any other real property in the project area where necessary to eliminate unhealthful, insanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities.

7. Studying the feasibility of and initial design for an arts incubator, developing and operating an arts incubator, and applying for a grant or loan under s. 41.60 in connection with an arts incubator.

8. Studying the feasibility of an initial design for a technology-based incubator and developing and operating a technology-based incubator.

(e) “Bonds” means any bonds, including refunding bonds; notes; interim certificates; certificates of indebtedness; debentures; or other obligations.

(g) “Local legislative body” means the board of alderpersons, common council, council, commission or other board or body vested by the charter of the city or other law with jurisdiction to enact ordinances or local laws.

(h) “Project area” means a blighted area which the local legislative body declares to be in need of a blight elimination, slum clearance and urban renewal project.

(i) “Public body” means the state or any city, county, town, village, town board, commission, authority, district, or any other subdivision or public body of the state.

(j) “Real property” includes all lands, together with improvements and fixtures, and property of any nature appurtenant to the lands, or used in connection with the lands, and every estate, interest, right and use, legal or equitable, in the lands, including terms for years and liens by way of judgment, mortgage or otherwise.

(t) “Technology-based incubator” means a facility that provides a new or expanding technically-oriented business with all of the following:

- 1.** Office and laboratory space.
- 2.** Shared clerical and other support service.
- 3.** Managerial and technical assistance.

ATTACHMENT 7

PLANNING DEPARTMENT POTHOLES INVESTIGATION PHOTOS
ORCHARD VIEW SHOPPING CENTER JULY 3, 2025





Date	B-12		B-15		B-21		B-24	
	Depth	Elevation	Depth	Elevation	Depth	Elevation	Depth	Elevation
9/18/25	6.7	754.3	9.5	751.5	10.7	752.3	8.6	755.4
9/25/25	6.7	754.3	8.9	752.1	10.9	752.1	8.4	755.6
10/3/25	6.7	754.3	8.7	752.3	11.5	751.5	7.7	755.3
10/9/25	6.7	754.3	10.8	750.2	12.0	751.0	8.0	755.0

Note: All depths are in feet from the ground surface and elevations are in feet.

Fluctuations in the groundwater table elevation should be expected with variations in precipitation, evapotranspiration, surface runoff, etc. Also, shallow perched groundwater conditions should be expected where relatively permeable coarse-grained soils are underlain by relatively impermeable fine-grained soils, especially following precipitation events.

Analysis and Recommendations

There are twelve primary issues that should be considered when planning this project.

- Undocumented fills (absence of placement and compaction testing documentation) exist on the property. Typically, undocumented fills are a concern for structural support because they could have been placed inconsistently and not sufficiently compacted, potentially causing excessive total and/or differential settlements for structural elements (foundations, floor slabs, pavements, and utilities).
- The bearing soils at the estimated footing elevations will be variable, including native soils (clay, silt, and sand), undocumented fills, and engineered (compacted) fills that will exhibit variable strengths. Variable soils can produce differential settlements if not considered in the structural design.
- Buried topsoil/organic soils exist within the fills that are not suitable for structural support.
- The use of conventional, shallow foundation systems would come with elevated settlement risks, unless utilized with some method of soil improvement.
- Construction and the long-term performance of the pool is a concern due to the fill and water conditions.
- Fine-grained (clay and silt) soils exist that are sensitive to construction activity, and actions to stabilize the subgrade during construction should be planned.
- Clean sand (small quantities of fines) soils exist that will pose construction challenges for excavations.
- Shallow soils exhibiting high moisture content exist that will cause construction challenges.
- Shallow perched water and groundwater exists that will impact grading and excavating activities.
- Because the project area has a development history, care should be taken to identify any existing buried structural elements and utilities that may impact new

elements. The removal of structural elements can also cause ground disturbance that will require restoration.

- Soils that are not conducive to infiltration exist in the proposed stormwater management areas, and the site should be exempt from infiltration regulations.

Foundation Support

Foundation design typically consists of selecting a bearing capacity that will manage settlements. Based on the geologic conditions present on this property, the foundation systems should be designed using an allowable bearing capacity that will limit the maximum total and differential settlements to 1 inch and $\frac{3}{4}$ inch, respectively.

Undocumented fills and buried organic soils exist on the property. Although the majority of the fills exhibited suitable strength characteristics, their variability suggests that conventional foundation systems would be subjected to elevated risks of excessive settlements where they remain below foundation elements.

The cross-sections in Appendix B illustrate the soil profiles in the building areas. The anticipated bearing soils for the buildings are summarized below:

- Three-Story Apartment Building – Partial native soils and up to 8 feet (4.3-foot average) of undocumented fill beneath conventional footings.
- Commercial Buildings – Partial native soils and up to 10 feet (5.6-foot average) of undocumented fill of beneath conventional footings.
- Apartment Buildings (B, C, D, & F) – Up to 29 feet (12.8-foot average) of undocumented fill beneath conventional footings.
- Apartment Buildings (E, G, H, & I) – Partial native soils and up to 11 feet (3.9-foot average) of undocumented fill beneath conventional footings.

Given the variable depths of the undocumented fills, the design team could utilize different foundation plans for different building areas.

If the owner accepts the risks associated with supporting a building on a conventional, shallow foundation system, a conservative allowable bearing capacity should be used by the structural engineer to design the footings to minimize differential settlements. The foundation for a building in this case should be designed using an allowable bearing capacity of 2,000 psf. Even with this conservative value, it is not possible to estimate the total and differential settlements. An extensive field-testing program should be implemented during construction to evaluate the bearing soils.

If the owner would not accept the potential settlement risks for a building, then the undocumented fills and organic soils could be: 1) removed and replaced, 2) improved in-place (e.g., rammed aggregate piers/vibratory stone columns), or 3) an alternative foundation system (e.g., helical piers) utilized. Deep foundation elements are not

Groundwater levels at the three monitoring wells installed near boring B-1, B-5 and B-13 were measured on November 11, 2022. The following table summarizes these levels:

WELL NO.	NOVEMBER 11, 2022		
	WATER DEPTH/ELEVATION BEFORE DEVELOPMENT	DEPTH/ELEVATION AFTER DEVELOPMENT	WATER DEPTH/ELEVATION 20 MINUTES AFTER DEVELOPMENT
B-1	14.4'/EL. 752.6	21.0'/EL. 746	17.9'/EL. 749.1
B-5	5.9'/EL. 743.1	16.6'/EL. 732.4	10.5'/EL. 738.5
B-13	13.8'/EL. 753.2	20.0'/EL. 747	19'/EL. 748

The groundwater observations reported herein are considered approximate. It must be recognized that groundwater levels fluctuate with time due to variations in seasonal precipitation, lateral drainage conditions, and soil permeability characteristics. Longer term monitoring would be required to better evaluate groundwater levels on this site. Additional monitoring well readings are recommended and can be made when requested.

CONSIDERATIONS AND RECOMMENDATIONS

General Development Considerations

In view of the subsurface conditions encountered in the test borings, together with the structural loading criteria and development grades anticipated, conventional spread footings, along with conventional slab-on-grade construction, can be used for support of the proposed structures. However, fill (including topsoil fill) and possible fill were present in B-2 through B-6, B-9, B-10, SW-1 and SW-3 to depths ranging from about 3 to 27 feet (EL. 760 to EL. 723), with 3 to 8 feet (EL. 760 to EL. 751) being more typical (B-2, B-3, B-4, B-9, B-10, and SW-2). The deeper fill was encountered at B-5, B-6, and SW-3 in the vacant, northeastern portion of the site. The fill and possible fill are not suitable for support and all footings must therefore be extended to bear upon underlying natural soils. Preliminarily, it is estimated that typical undercuts of about 5 to 10 feet or so may be necessary for frost depth footings (with deeper overexcavations necessary for interior footings) in most areas. Substantially deeper undercuts in excess of 30 feet would likely be necessary for structures in the northeast portion of the site (B-5, B-6, and SW-3). However, some variation is likely and will be dependent upon final surface and slab elevations.

It should be noted that substantial difficulty with excavation stability and sidewall caving, and with groundwater will likely be experienced in deeper excavations (including deeper undercuts), especially in the area of B-5, B-6, and SW-3. It is recommended that if feasible, structures not be located in this area of the site. If it is elected to place structures in this area, the use of an intermediate or deep foundation system will likely be required.

1990: The existing commercial strip mall structure has been constructed on the 7154 South 76th Street parcel of the of subject property. Significant ground disturbance is noted on the eastern undeveloped parcels of the subject property. The residential structures on the adjoining property to the northwest have been demolished and two (2) commercial-type structures have been constructed and the property appears consistent with its present-day configuration. The adjoining property to the north-northwest has been constructed with a structure and appears consistent with its present-day configuration. The adjoining property to the west at 7130 South 76th Street has been constructed with a paved parking lot. The adjoining property to the west at 7100 South 76th Street has been constructed with a structure and appears consistent with its present-day configuration. No significant changes are noted on the remainder of the adjoining properties.

1995: No significant changes are observed on the subject property. The adjoining property to the south at 7260 South 76th Street has been developed with a structure and appears consistent with its present-day configuration. The adjoining property to the west at 7141 South 76th Street has been constructed with a structure and a paved parking lot which appears consistent with its present-day configuration. Ground disturbance is noted on the adjoining properties to the west of the subject property at 7151 and 7281 South 76th Street. No significant changes are noted on the remainder of the adjoining properties.

2000: No significant changes are observed on the subject property. The adjoining properties to the east at 7111, 7121 7131, 7141 and 7151 South Beechwood Court and 7126, 7134, 7146 and 7158 West Brunn Drive are developed with residential structures which appear consistent with their present-day configurations. The adjoining properties to the south at 7534, 7518, 7418, 7480 and 7466 Carter Circle are developed with condominium structures which appear consistent with their present-day configurations. The adjoining properties to the south-southwest and southwest are developed with their present-day configurations. No significant changes are noted on the remainder of the adjoining properties.

2005: Significant ground disturbance is observed on the eastern undeveloped parcels of the subject property. The pond historically observed on the eastern undeveloped parcel of the subject property has been backfilled. An apartment complex with a paved parking lot have been constructed on the adjoining property to the northwest which it appears consistent with its present-day configuration. No significant changes are noted on the remainder of the adjoining properties.

2010 to 2015: No significant changes are observed on the subject property. The adjoining property to the west at 7151 South 76th Street is developed with a structure which appears consistent with its present-day configuration. Between 2010 and 2013, a structure which is consistent with the current configuration was constructed on the adjoining property to the west of the subject property at 7130 South 76th Street. No significant changes are noted on the remainder of the adjoining properties.

2018 to 2024: No significant changes are observed on the subject property. A commercial structure has been constructed on the adjoining property to the north-northeast at 7215 West Rawson Avenue which appears consistent with its present-day configuration. A residence has been constructed on the adjoining property to the east at 7101 South Beechwood Court which appears

attorneys, travel agents, doctors and dentists) and restaurants. Subject property occupants of concern identified in the historic City Directories include Wolf Cleaners identified in the 7190-tenant space in the 1992 City Directory and National One Hour Cleaners identified in the 7174-tenant space in the 1995 through 2017 City Directories.

Historic occupants on the adjoining properties include commercial uses, including: banks, restaurants, daycare/pre-school and residences.

The historic utilization of the subject property for dry-cleaning has the potential to impact the subsurface conditions. Further discussion regarding this issue is provided in the subsequent sections of this report.

A copy of the City Directory Image Report from EDR is attached in **Appendix B**.

3.5 ENVIRONMENTAL LIENS AND AULS

EDR performed a search of the subject property deed for the presence of environmental liens and AULs. No environmental liens or AULs were identified as being associated with the subject property. A copy of the EDR Environmental Lien and AUL Search is attached in **Appendix B**.

3.6 HISTORIC ENVIRONMENTAL DOCUMENTATION

3.6.1 ENDPOINT – PHASE I ESA

Endpoint previously performed a Phase I ESA for the subject property in August 2022. The following RECs and BERs were identified in connection with the subject property:

RECs

- *The base of transformer 87-U-4998 contains significant corrosion and the concrete pad on which the transformer sits is stained with transformer oil. The staining is also observed extending off the west side of the concrete pad. Based on the age of the transformer and the lack of any markings indicating the transformer contains PCB-free oil, the potential exists for the release to the environment of PCB-containing oils from transformer 87-U-4998.*
- *The historical usage of the 7174-tenant space as a dry-cleaning operation in conjunction with the obvious staining observed on the floor slab within the 7174-tenant space has the potential to have caused a release to the environment to occur. In addition, historical documentation indicates the 7190-tenant space was also used for dry cleaning for a short period of time.*

BERs

- *Several one (1) to five (5) gallon containers assumed to contain remnant paint were observed within the vacated 7140-tenant space. These containers should be collected, the contents characterized and properly disposed prior to demolition activities.*
- *An elemental mercury separator was observed within the 7218-tenant space which was no longer connected to the subject property plumbing. The potential exists for the separator to contain elemental mercury. While the separator was left in an occupied tenant space, the*



2005



752

0

376

752 Feet

NAD_1983_2011_StatePlane_Wisconsin_South_FIPS_4803_FL_1:4,514



DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

Notes

THIS MAP IS NOT TO BE USED FOR NAVIGATION



100. View to the south from the southern portion of the subject property. Pad-mounted transformer in distance.

101. Pad-mounted transformer in southern portion of the subject property. Minor staining on bottom portion of transformer noted.



102. Solid waste debris in southern portion of the subject property.

SITE PHOTOGRAPHS	
7154 SOUTH 76 TH STREET	
FRANKLIN, WISCONSIN	
PROJECT NO: 832-001-006	Endpoint

Groundwater VOCs

- **GP-1:** Toluene and 1,2,4-trimethylbenzene were detected at estimated concentrations above standard laboratory detection limits in the GP-1 groundwater sample. However, neither of the concentrations exceeded their respective preventive action limit (PAL) or enforcement standard (ES).
- **GP-2:** No VOC constituents were detected above standard laboratory detection limits in the GP-2 groundwater sample.
- **GP-3:** Tetrachloroethene (PCE) was detected in the GP-3 groundwater sample at an estimated concentration of 0.99 micrograms per liter ($\mu\text{g/L}$). The concentration of PCE is reported as an estimate and identified with a "J" qualifier on the laboratory report due to the result being between the limit of detection (LOD) and limit of quantification (LOQ). The concentration of PCE was detected above its PAL, but below its ES. No other VOC constituents were detected above standard laboratory detection limits in the GP-3 groundwater sample.

The groundwater VOC results are summarized in **Table A.1.a – Groundwater Analytical Results-VOCs**.

Vapor VOCs

- Numerous VOC constituents were detected above standard laboratory detection limits from the sub-slab vapor sample collected in the 7174-tenant space. However, all of the concentrations were detected below their respective regional screening levels (RSLs) for residential, small commercial and large commercial/industrial buildings.

The vapor VOC results are summarized in **Table A.4 – Sub-Slab Vapor Analytical Results-VOCs**.

Copies of the laboratory analytical reports and the chains-of-custody are included in **Appendix B**.

CONCLUSIONS

Based on the analytical results from the soil samples collected adjacent to the pad-mounted transformer 87-U-4998, none of the samples contained contaminant concentrations that exceeded an RCL. Therefore, it is our opinion that no further assessment of the subsurface conditions adjacent to the pad-mounted transformer is necessary. However, we recommend WE Energies, the owner of the transformer, be contacted to arrange for repair or replacement.

Based on the results of the Phase II EA performed on the subject property, it appears low-level PCE contamination is present in groundwater adjacent to the 7190-tenant space, related to the historical dry-cleaning operations performed within this portion of the subject property building. It is important to note that the concentration of PCE detected was an estimated concentration slightly above its PAL, but below its respective ES. Additionally, none of the soil samples collected from the GP-3 soil boring contained detectable concentrations of PCE. It is also important to note that the

GP-3 groundwater sample was collected from a temporary groundwater monitoring well without a sand filter pack, which may bias the results. It is our opinion that the PCE concentration in groundwater adjacent to the 7190-tenant space is negligible and additional assessment is not recommended at this time. However, as PCE is a common dry-cleaning solvent, we recommend additional soil, groundwater and soil vapor assessment activities be performed within the 7190-tenant space once vacated.

LIMITATIONS

This report was prepared under the constraint of cost, time and scope-of-work and reflects an assessment and evaluation that is based on data collected from potential RECs at the time of the evaluation. Our assessment was performed using the degree of care and skill ordinarily exercised, under similar circumstances, by professional consultants practicing in this or similar localities. No other warranty or guarantee, expressed or implied, is made as the conclusions and professional advice included in this report.

A subsurface exploration was performed and is presented in this report. However, subsurface exploration cannot totally reveal what is below the surface. Depending upon the sampling method and frequency, every soil condition may not be observed, and some materials or layers, which are present in the subsurface may not be noted.

The findings of this report are valid as of the present date of the assessment. However, changes in the conditions of a property can occur with the passage of time, whether due to natural processes or the works of man on this or adjacent properties. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation, from the broadening of knowledge, or from other reasons. Accordingly, the findings of this report may be invalid wholly or partially by changes outside our control.

CLOSING

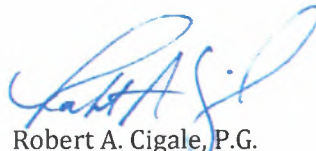
We appreciate this opportunity to assist you with this project. If you have any questions, require additional information, or need any clarifications related to this proposal, please do not hesitate to call us at 414-427-1200.

Sincerely,

Endpoint Solutions



Travis J. Manser
Associate Consultant



Robert A. Cigale, P.G.
Principal Consultant

SECTION 2:
Type and General Description of District

The District is being created by the City under the authority provided by Wisconsin Statute Section 66.1105. The District is created as a “Blighted Area District” based upon a finding by the City in consultation with its Attorney and Special Legal Counsel that at least 50%, by area, of the real property within the District is blighted. In Section 5 of this Plan, the City has identified those properties within the District that meet the criteria of “blighted areas” as defined in Wisconsin Statutes Section 66.1105(2)(ae)1 and relies on these characterizations as the basis for making the above finding.

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that private development occurs within the District consistent with the City’s development and redevelopment objectives. This will be accomplished by installing public improvements and making necessary related expenditures to promote development and redevelopment within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The project costs included in this Plan relate directly to the elimination of blight and are consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be a blighted area District based on the identification and classification of the property included within the district.

ATTACHMENT 15

Ian Martin

From: Chromy, Andy <andy.chromy@franklin.k12.wi.us>
Sent: Friday, March 27, 2026 9:04 AM
To: Ian Martin
Subject: Enrollment Questions

Ian,

Following up on our conversation.

#1 - Multi-Unit Housing, such as the apartments being discussed at Orchard View, generate approximately .05 students per unit. Given the proposed 292 units, that should equate to approximately 14.6 new students.

The graph below was completed by MD Roffers in late Spring 2023 and shows projected levels of building capacity out to 2041 and in the far right column, shows building capacity. You can see the only elementary pain point is Country Dale, which does not affect this development whatsoever.

Enrollment Projection Detail – All Grade Groups

Facility	Total Enrollment June 2023 ¹	MDRoffers' Projected Total (Resident + OE-In) Enrollment ²					Projected Enrollment Change	Building Capacity ³
		2024-25	2027-28	2030-31	2032-36	2040-41		
Ben Franklin Elementary (4K-5)	340	366	400	424	423	427	+87	488-542
Country Dale Elementary (4K-5)	434	462	508	583	743	870	+436	532-591
Pleasant View Elementary (4K-5)	445	433	422	418	404	395	-50	555-617
Robinwood Elementary (4K-5)	457	451	451	455	468	466	+9	489-543
Southwood Glen Elementary (4K-5)	415	414	416	428	440	427	+12	489-543
GRADES 4K-5 TOTALS	2,091	2,126	2,197	2,309	2,477	2,585	+494	2,553-2,836
Forest Park Middle (6-8)	1,094	1,035	1,016	1,059	1,124	1,194	+100	1,369-1,610
Franklin High (9-12)	1,555	1,592	1,545	1,547	1,604	1,682	+127	1,520-1,959
GRADES 6-12 TOTALS	2,649	2,626	2,561	2,606	2,728	2,875	+226	2,889-3,569
4K-12 GRAND TOTALS	4,740	4,752	4,758	4,915	5,205	5,460	+720	5,442-6,405

--

Andy

Andrew Chromy, SFO, CSRM

Assistant Superintendent of Business and Operations



Work Phone - 414-525-7605

Work Cell Phone - 414-651-5911

Fax - 414-529-8230

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS AND RECOMMENDATIONS	A Resolution conditionally approving a 4-Lot Certified Survey Map, being a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Poths General LLC, Applicant) (Initech LLC, Property Owner)	ITEM NUMBER A.2.

At their March 19, 2026, regular meeting, the Plan Commission unanimously recommended approval of a 4-Lot Certified Survey Map, being a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Poths General LLC, Applicant) (Initech LLC, Property Owner).

The Plan Commission also approved a Land Division Variance from Section 15-8-02D. and Section 15-8-02M. of the Unified Development Ordinance for Lot 3 of the proposed Certified Survey Map

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution conditionally approving a 4-Lot Certified Survey Map, being a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Poths General LLC, Applicant) (Initech LLC, Property Owner)



**CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION**

Meeting of March 19, 2026

Certified Survey Map and Land Division Variance

RECOMMENDATION: City Development Staff recommends approval of the Certified Survey Map and Land Division Variance related to the Poths General mixed-use development.

Project Name: Poths General Certified Survey Map and Land Division Variance
Project Address/Tax Key: Approximately 7154 South 76th Street / 756 9993 012, 756 9993 016, and 756 9993 021
Property Owner: INITECH, LLC, A WISCONSIN LIMITED LIABILITY COMPANY
Applicant: Emily Cialdini, Land By Label
Aldermanic District: District 5
Zoning District: Planned Development District No. 42
Staff Planner: Nick Fuchs, Planning Associate

Project Description/Analysis

Please note:

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

The applicant filed a Certified Survey Map (CSM) and Land Division Variance for the Poths General development for properties located at approximately 7154 South 76th Street.

The CSM creates four lots. The table below lists the four newly created parcels along with acreage and the proposed use of each lot. The configuration of the parcels and land uses is consistent with the site plan approvals of the Poths General development.

Lot Number	Acreage	Use
1	2.4368	Commercial
2	18.4343	Mixed Use, primarily apartments
3	2.0997	Commercial
4	1.5446	Commercial (Harry's Ace Hardware and Rental)

All lots conform to the minimum lot area requirements of PDD No. 42. However, the access provided to Lot 3 is by a narrow strip of land which extends north to W. Rawson Avenue. As such Lot 3 constitutes a flag lot and requires Land Division Variance approval from Section 15-8-02D. and Section 15-8-02M. of the Unified Development Ordinance.

Section 15-8-02D. requires a lot that does not directly abut a public right-of-way to provide a minimum 60-foot strip of land for access. The proposed strip of land is 50-feet at the street property

line. Section 15-8-02M. prohibits flag lots. Lot 3 constitutes a flag lot as the width of the lot abutting the public right-of-way is less than 50-feet.

It should be noted that PDD No. 42 does not have a minimum lot width requirement and several commercial zoning districts in the UDO require a minimum lot width of 50-feet.

The CSM contains easements and natural resource delineations consistent with previous approvals. *An Easement Application is required for the Conservation Easement for Common Council review and approval.*

Staff Recommendation:

City Development Staff recommends approval of the Certified Survey Map and Land Division Variance related to the Poths General mixed-use development.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION CONDITIONALLY APPROVING A 4 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 2, CERTIFIED SURVEY MAP NO. 8318, OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6313, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5401 AND ADDITIONAL LANDS, ALL BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN
(POTHS GENERAL LLC, APPLICANT) (INITECH LLC, PROPERTY OWNER)
(APPROXIMATELY 7154 SOUTH 76TH STREET)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a four lot certified survey map, such map being a redivision of all of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 596.70 feet to a point; thence North 89°59'53" East 60.00 feet to the East line of South 76th Street (C.T.H. U) and the point of beginning of lands described hereinafter; thence North 89°59'53" East along the South line of Lot 1 of Certified Survey Map No. 8318 a distance of 228.57 feet to the East line of said Lot 1; thence North 00°00'07" West along said East line 68.60 feet to a point; thence North 89°59'53" East along said East line 52.02 feet to a point; thence North 00°00'07" West along said East line 144.04 feet to a point; thence North 22°40'40" West along said East line 56.53 feet to the Southeast corner of Parcel 3 of Certified Survey Map No. 4828; thence North 26°53'02" West along the East line of said Parcel 3 a distance of 178.51 feet to a point; thence North 00°15'45" West along said East line 100.00 feet to a point on the South line of West Rawson Avenue (C.T.H. BB); thence North 89°26'54" East along said South line 50.00 feet to the Northwest corner of Parcel 4 of Certified Survey Map No. 4828; thence South 00°15'45" East along the West line of said Parcel 4 a distance of 110.74 feet to a point; thence South 26°53'02" East along said West line 110.74 feet to the South line of said Parcel 4; thence North 89°26'36" East along said South line 169.93 feet to a point on the West line of Parcel 1 of Certified Survey Map No. 5689; thence South 00°08'22" East along said West line 40.00 feet to the South line of said Parcel 4; thence North 89°26'36" East along said South line 90.53 feet to the West line of said Parcel 4; thence South 00°15'45" East along said West line 275.00 feet to the South line of Parcel 2 of Certified Survey Map No. 4483; thence North 89°26'36" East along said South line 270.00 feet to the East line of said Parcel 2; thence North 00°15'45" West along said East line 225.00 feet to the Southwest corner of Certified Survey Map No. 6811; thence North 89°26'54" East along the South line of said Certified Survey Map 458.68 feet to the West line of Phase VII Westminster Condominiums; thence South 00°11'53" East along said West line and the West

POTHs GENERAL LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2026-_____

Page 2

line of Dover Hill Addition No. 1 Subdivision 946.39 feet to the North line of Carter Grove Condominium; thence South 89°28'54" West along said North line 869.44 feet to the Southeast corner of Parcel 1 of Certified Survey Map No. 5401; thence North 00°31'06" West along the East line of said Parcel 1 a distance of 90.00 feet to the North line of said Parcel 1; thence South 89°28'54" West along said North line 111.56 feet to a point; thence North 62°22'32" West along said North line 63.59 feet to a point; thence South 89°28'54" West along said North line 230.00 feet to a point on the East line of South 76th Street (C.T.H. U); thence North 00°15'45" West along said East line 603.29 feet to the point of beginning.

Property located at approximately 7154 South 76th Street, bearing Tax Key Nos. 756 9993 012, 756 9993 016, and 756 9993 021, Poths General LLC, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed 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 Poths General LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, 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.
4. Poths General LLC, successors and assigns, and any developer of the Poths General LLC one (1) 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

POTHS GENERAL LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2026-_____

Page 3

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 Poths General LLC and the 4 lot certified survey map project for the property located at approximately 7154 South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The Certified Survey Map is contingent upon the approval of the concurrently submitted Land Division Variance request from Section 15-8-02D. and Section 15-8-02M. of the Unified Development Ordinance to allow a flag lot with a lot width of 50-feet for Lot 3, opposed to the required minimum lot width abutting a public street of 60-feet.
7. The applicant shall provide a Conservation Easement for natural resources to be protected, to be recorded with the CSM.
8. 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, Initech LLC, 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, Initech LLC, 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 _____, 2026.

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

APPROVED:

John R. Nelson, Mayor

POTHS GENERAL LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2026-_____

Page 4

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CERTIFIED SURVEY

MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

W. RAWSON AVENUE (C.T.H. BB)

Owner:
Initech, LLC
6151 S. 108th St.
Hales Corners, WI
53130-2524

P.O.C.
CONC. MON. WITH
BRASS CAP
NW COR. OF NW 1/4
SEC. 10, T5N, R21E
N: 340,262.83
E: 2,501,748.93

LINE TABLE

LINE	BEARING	DIST.
L1	N00°00'07"W	68.60'
REC.	NORTH	
L2	N89°59'53"E	52.02'
REC.	EAST	
L3	N22°40'40"W	56.53'
REC.	N22°40'33"E	
L4	N26°53'02"W	178.51'
REC.	N26°52'55"W	
L5	S00°15'45"E	110.74'
REC.	S00°15'38"E	
L6	S26°53'02"E	110.74'
REC.	S26°52'55"E	
L7	S00°08'22"E	40.00'
REC.	S00°08'15"E	
L8	N89°26'36"E	90.53'
REC.	N89°26'43"E	
L9	S89°28'54"W	111.56'
REC.	S89°29'01"W	
L10	N62°22'32"W	63.59'
REC.	N62°22'25"W	

SEE SHEET 3 FOR
LINE AND CURVE
TABLE FOR THE LOTS

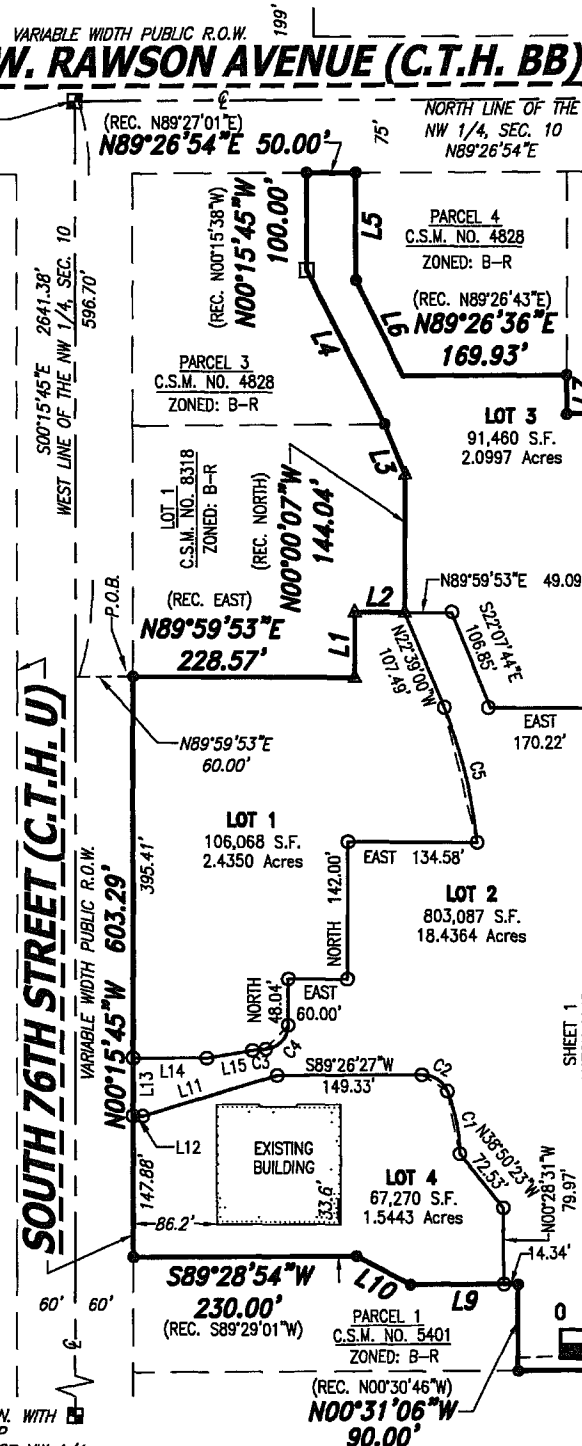
Note: All lots are served by public sanitary sewer and water

Subject Property
Zoning: PDL-42
Tax Key Number:
7569993012
7569993021
7569993016

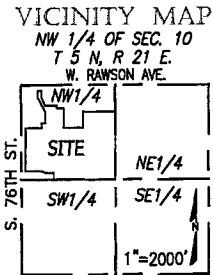
CHAPUT
LAND SURVEYS

710 N. Plankinton Ave. Ste 720, Milwaukee, WI 53204
414-224-8088
www.chaputlandsurveys.com

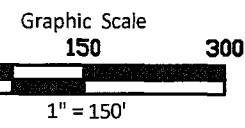
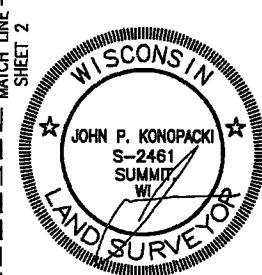
CONC. MON. WITH
BRASS CAP
SW COR. OF NW 1/4
SEC. 10, T5N, R21E.
N: 337,621.67
E: 2,501,760.99



All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) NAD83, in which the West line of the NW 1/4, Section 10, Township 5 North, Range 21 East bears S00°15'45"E.



- LEGEND
- Indicates Found 1" Iron Pipe
 - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - Indicates Found 3/4" Iron Rod
 - △ Indicates Found Mag Nail

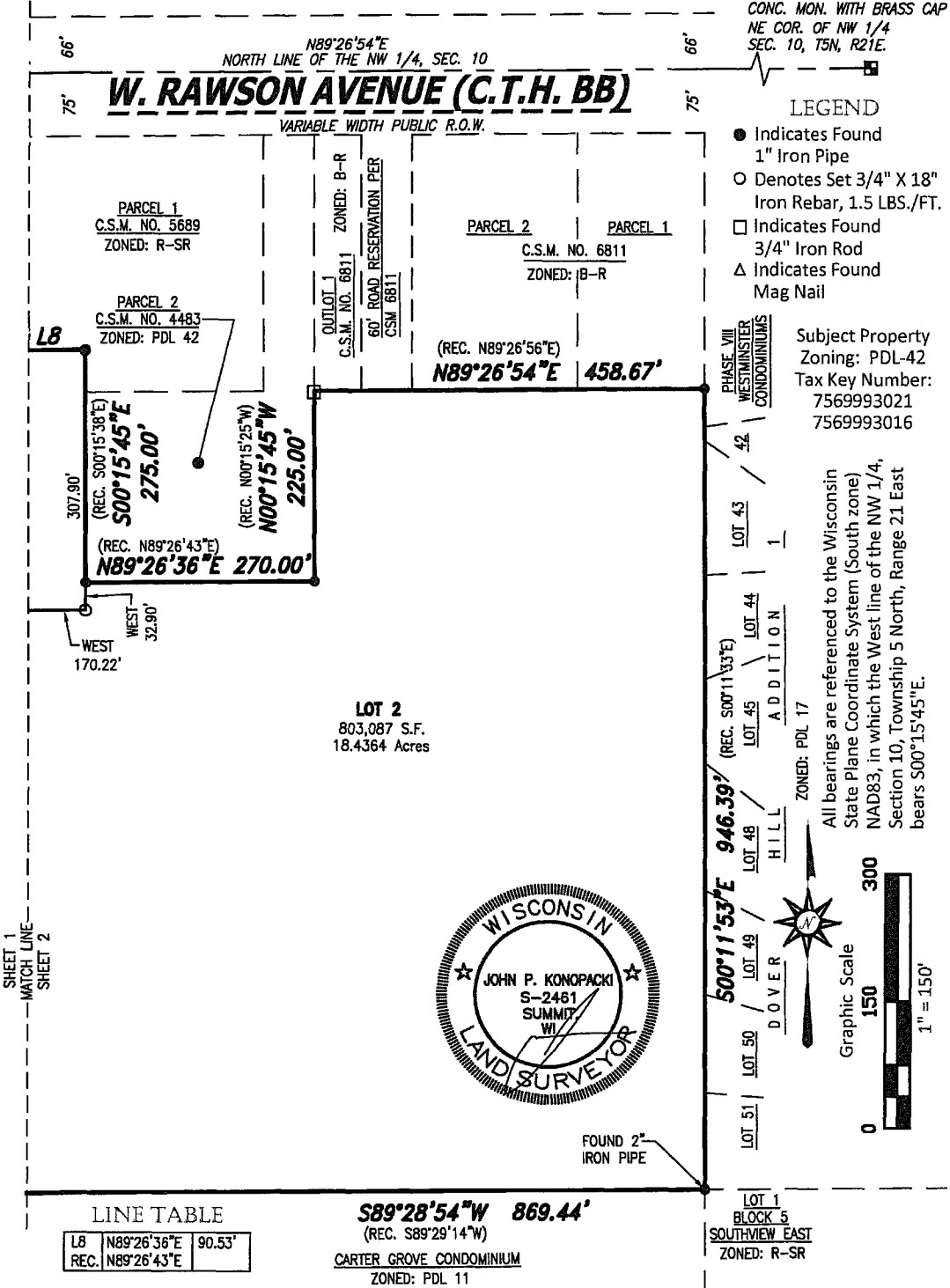


Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 1 of 17 Sheets

This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.



CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
 414-224-8068 www.chaputlandsurveys.com

This instrument was drafted by John P. Konopacki
 Professional Land Surveyor S-2461

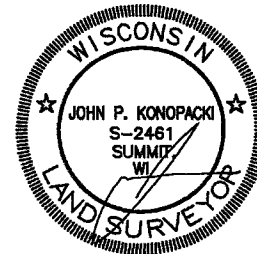
Date: November 14, 2025
 Revised: February 17, 2026
 Survey No. 4192.30-lpm
 Sheet 2 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

LINE TABLE			LINE TABLE			LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L11	S73°01'48"W	145.22'	L31	NORTH	27.00'	L51	N20°17'24"E	55.92'
L12	S89°44'15"W	9.91'	L32	WEST	53.59'	L52	S00°15'45"E	7.28'
L13	N00°15'45"W	60.00'	L33	SOUTH	62.71'	L53	S46°23'59"E	22.38'
L14	N89°44'15"E	76.17'	L34	S89°44'24"W	20.02'	L54	S02°52'22"E	75.20'
L15	N80°17'22"E	47.77'	L35	NORTH	129.73'	L55	S88°03'57"W	4.24'
L16	N89°26'54"E	21.40'	L36	WEST	14.51'	L56	S01°56'03"E	10.00'
L17	S20°17'24"W	91.12'	L37	NORTH	10.00'	L57	N88°03'57"E	4.24'
L18	S46°23'59"E	5.34'	L38	EAST	14.51'	L58	S01°56'03"E	29.89'
L19	S02°31'15"E	20.00'	L39	NORTH	9.39'	L59	S01°54'34"W	54.94'
L20	S87°28'44"W	123.98'	L40	S88°58'57"W	31.61'	L60	S04°09'55"W	86.51'
L21	S02°52'22"E	75.24'	L41	N00°18'23"W	26.10'	L61	S46°41'56"W	2.19'
L22	S01°54'34"W	56.00'	L42	N89°41'37"E	28.08'	L62	N00°01'22"W	5.50'
L23	S04°09'55"W	94.69'	L43	NORTH	20.43'	L63	S89°58'38"W	10.00'
L24	N89°42'23"W	23.32'	L44	N44°48'13"E	61.58'	L64	S00°01'22"E	5.50'
L25	S01°43'26"W	41.17'	L45	WEST	14.53'	L65	NORTH	107.88'
L26	S02°47'26"W	9.82'	L46	N05°09'21"E	43.09'	L66	N44°48'13"E	56.37'
L27	S03°44'04"W	39.59'	L47	N20°17'24"E	21.12'	L67	SOUTH	21.46'
L28	S04°29'51"W	55.09'	L48	N61°07'57"W	8.58'	L68	EAST	10.00'
L29	SOUTH	27.00'	L49	N27°52'03"E	10.00'	L69	NORTH	21.46'
L30	WEST	10.00'	L50	S62°07'57"E	7.24'			

CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CH. BEARING	CH. LENGTH	TANGENT IN	TANGENT OUT
C1	66.71'	160.00'	023°53'20"	S11°50'15"E	66.23'	S23°46'55"E	S00°06'25"W
C2	33.22'	28.50'	066°46'38"	S57°10'14"E	31.37'	N89°26'27"E	S23°46'55"E
C3	14.12'	150.00'	005°23'33"	S82°59'08"W	14.11'	S85°40'55"W	S80°17'22"W
C4	37.39'	25.00'	085°40'55"	S42°50'27"W	34.00'	S00°00'00"E	S85°40'55"W
C5	144.47'	508.00'	016°17'38"	S13°58'55"E	143.98'	S22°07'44"E	S05°50'06"E



CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 3 of 17 Sheets

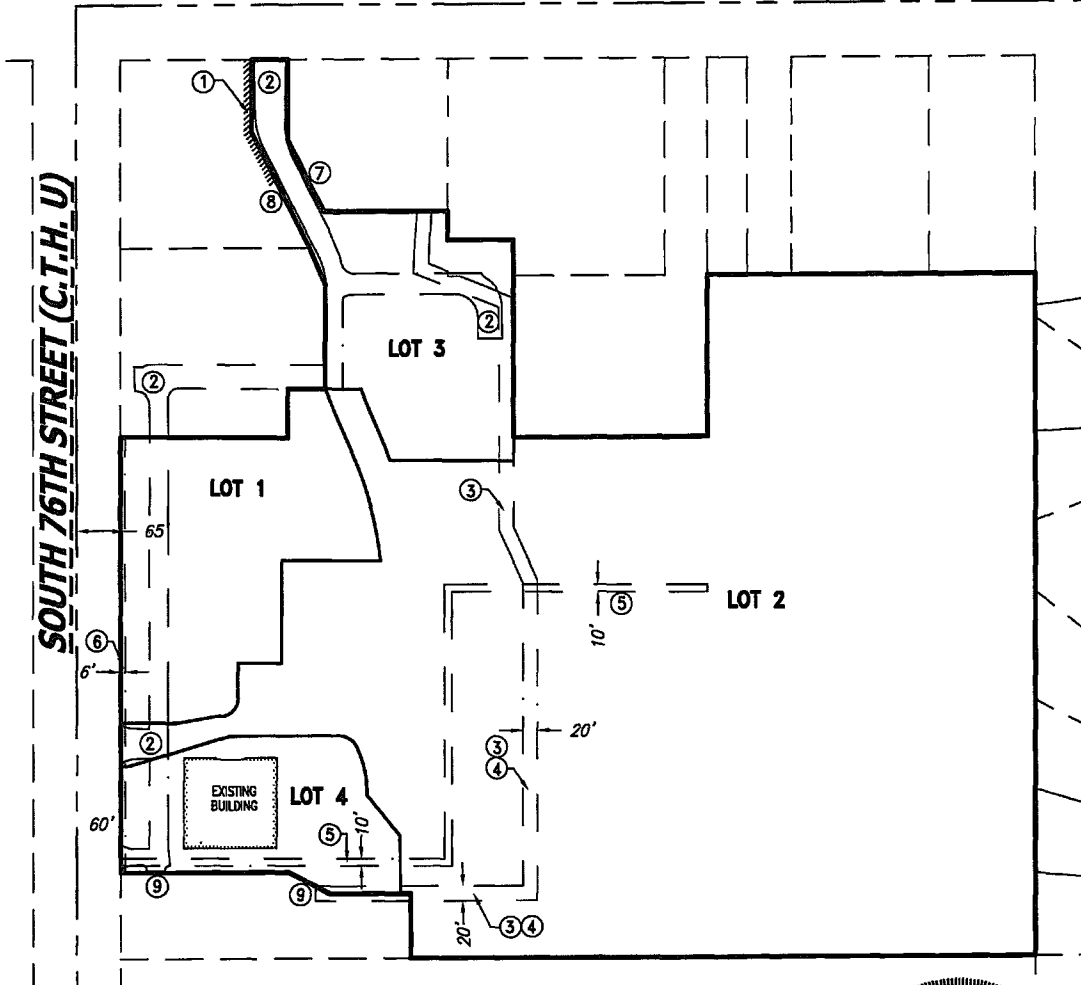
CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

EASEMENTS OF RECORD SHOWN FOR REFERENCE ONLY

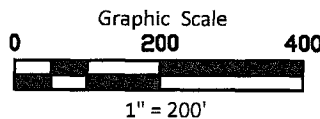
- | | |
|---|---|
| 1: NO ACCESS PER C.S.M. NO. 4828 | 5: 10' GAS EASEMENT PER DOC. NO. 6073733 |
| 2: INGRESS EGRESS EASEMENT PER DOC. NO. 9958980 | 6: 6' UTILITY EASEMENT PER DOC. NO. 3567794 |
| 3: PERMANENT SANITARY SEWER EASEMENT PER DOC. NO. 6374621 | 7: ACCESS POINT PER DOC. NO. 6069228 |
| 4: PERMANENT SANITARY SEWER EASEMENT PER DOC. NO. 6374622 | 8: ACCESS POINT PER DOC. NO. 6302311 |
| | 9: ACCESS POINT TO LEARNING CENTER PER DOC. NO. 6374286 |

W. RAWSON AVENUE (C.T.H. BB)



CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com



This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

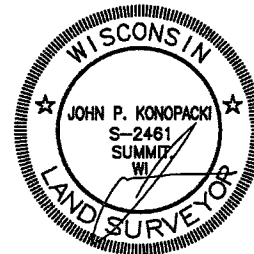
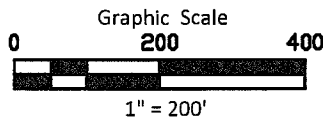
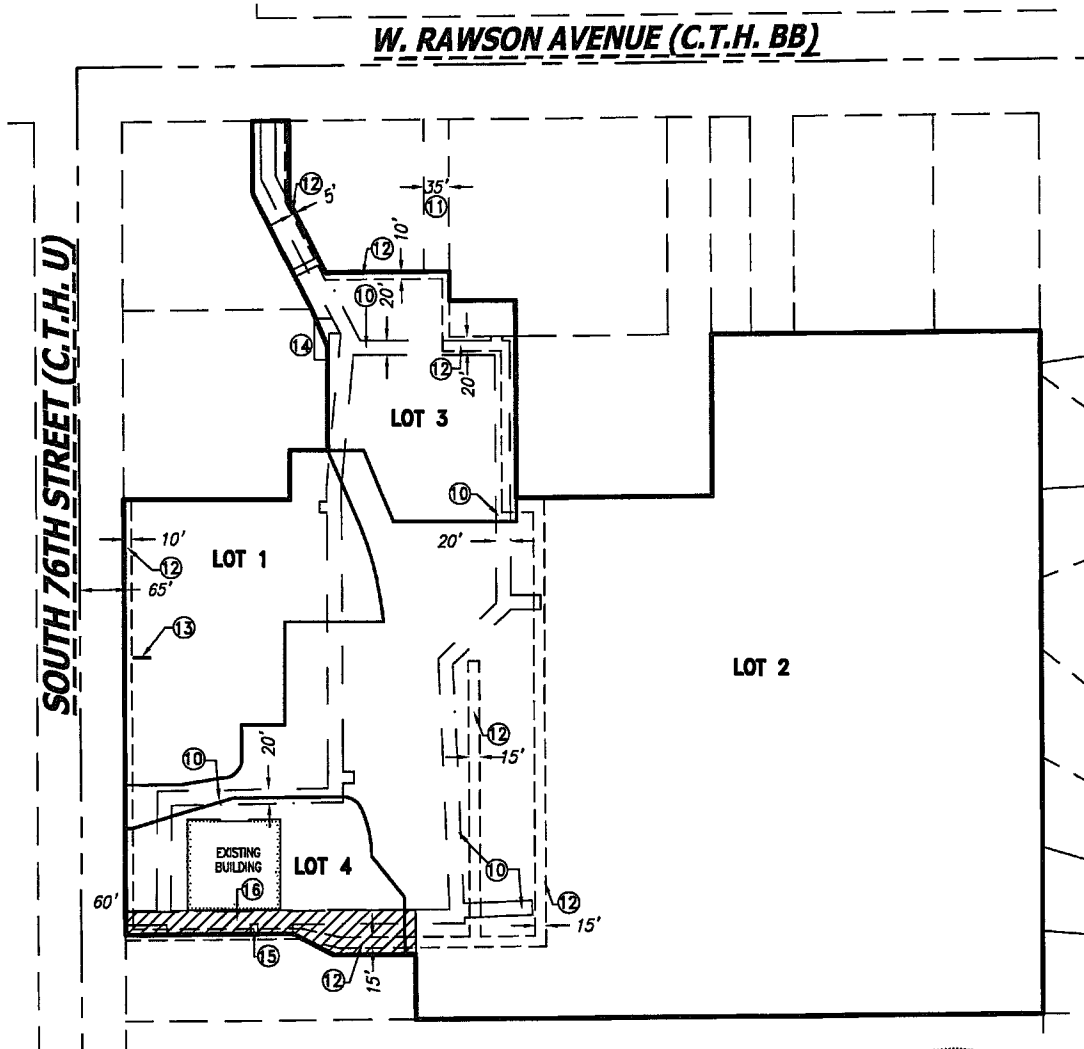
Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 4 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

EASEMENTS OF RECORD SHOWN FOR REFERENCE ONLY

- | | |
|--|---|
| 10: PERMANENT WATER MAIN EASEMENT PER DOC. NO. 6374620 | 14: WATER MAIN EASEMENT PER DOC. NO. 9956356 |
| 11: 35' UTILITY EASEMENT PER DOC. NO. 6385935 | 15: 10' GAS EASEMENT PER DOC. NO. 6400725 |
| 12: UTILITY EASEMENT PER DOC. NO. 6066152 | 16: ROAD ACCESS EASEMENT PER DOC. NO. 6374619 (HATCH) |
| 13: SIGN EASEMENT PER DOC. NO. 7298632 | |



CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

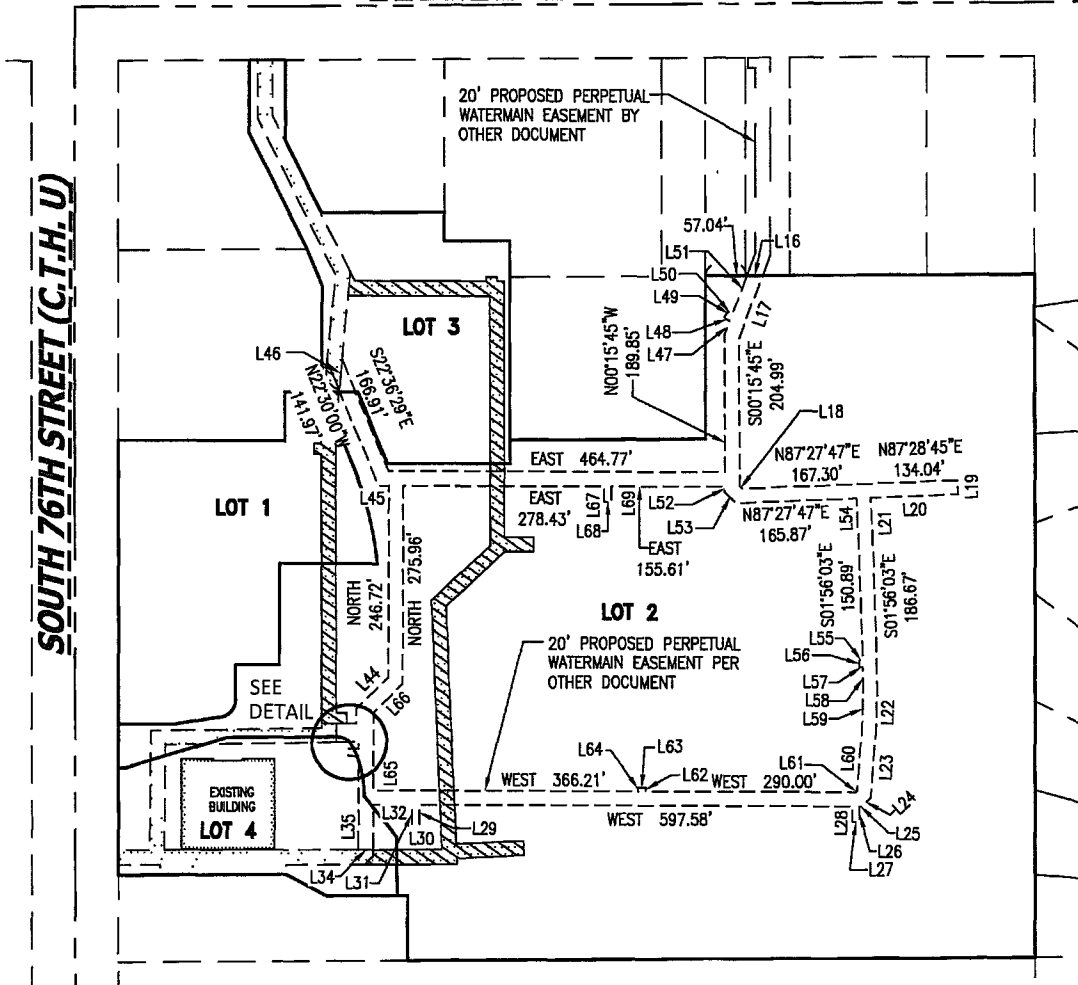
Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 5 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

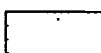

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

PROPOSED PERPETUAL WATERMAIN EASEMENT

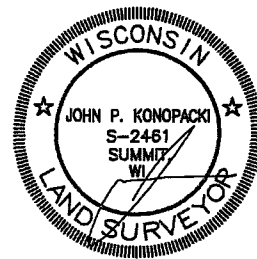
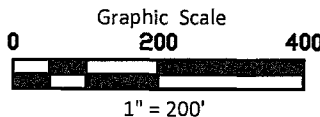
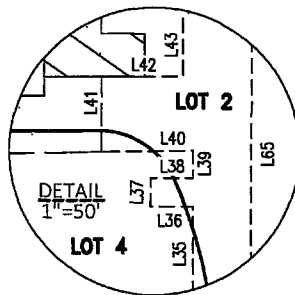
W. RAWSON AVENUE (C.T.H. BB)



LEGEND

-  EXISTING PERMANENT WATER MAIN EASEMENT PER DOC. NO. 6374620
-  WATER MAIN EASEMENT TO BE VACATED PER SEPARATE DOCUMENT

SEE SHEET 3 FOR LINE TABLE



CHAPUT LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

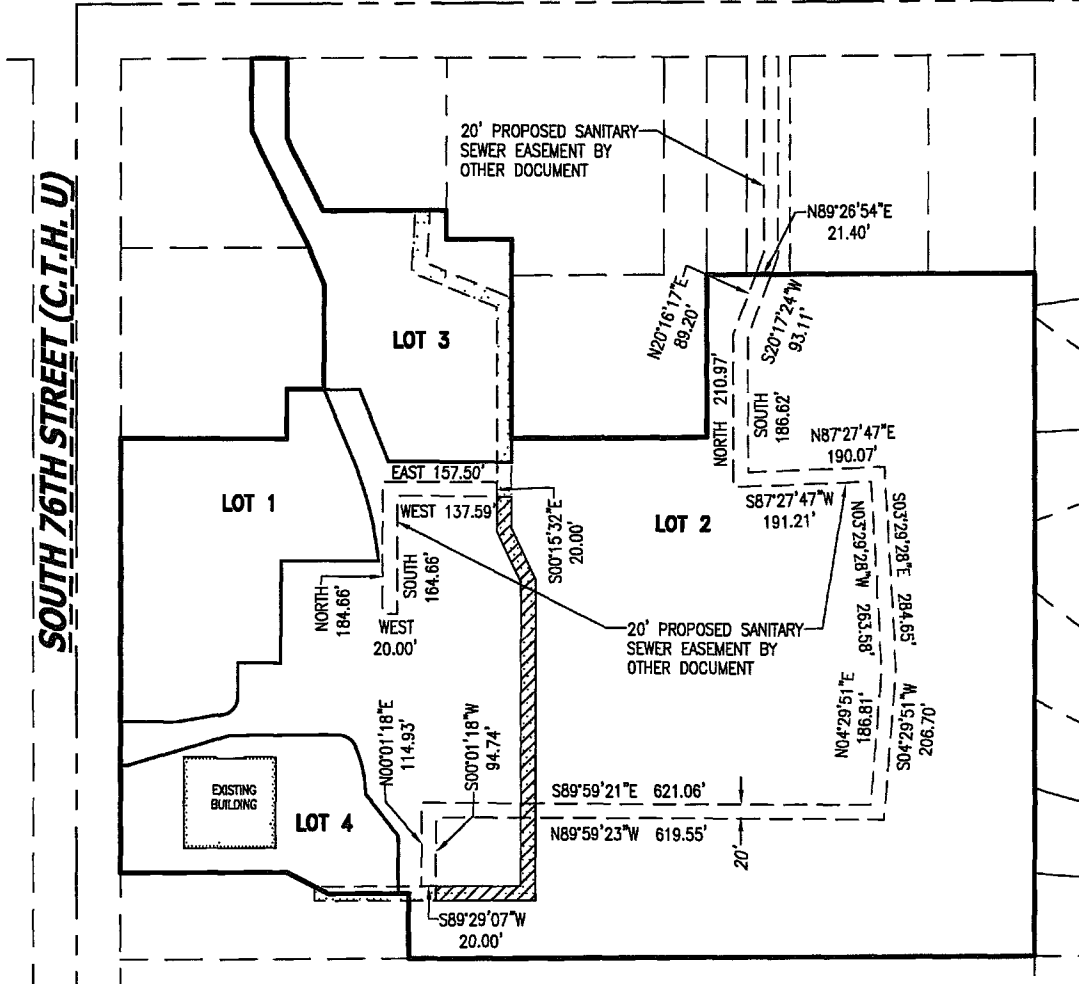
Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 6 of 17 Sheets

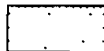

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

PROPOSED SANITARY SEWER EASEMENT

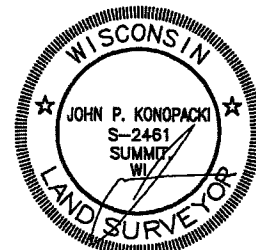
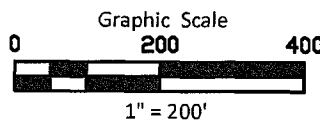
W. RAWSON AVENUE (C.T.H. BB)



-  EXISTING SANITARY SEWER EASEMENT PER DOC. NO. 6374621 AND 6374622
-  SANITARY SEWER TO BE VACATED PER SEPARATE DOCUMENT

CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com



Date: November 14, 2025

Revised: February 17, 2026

Survey No. 4192.30-lpm

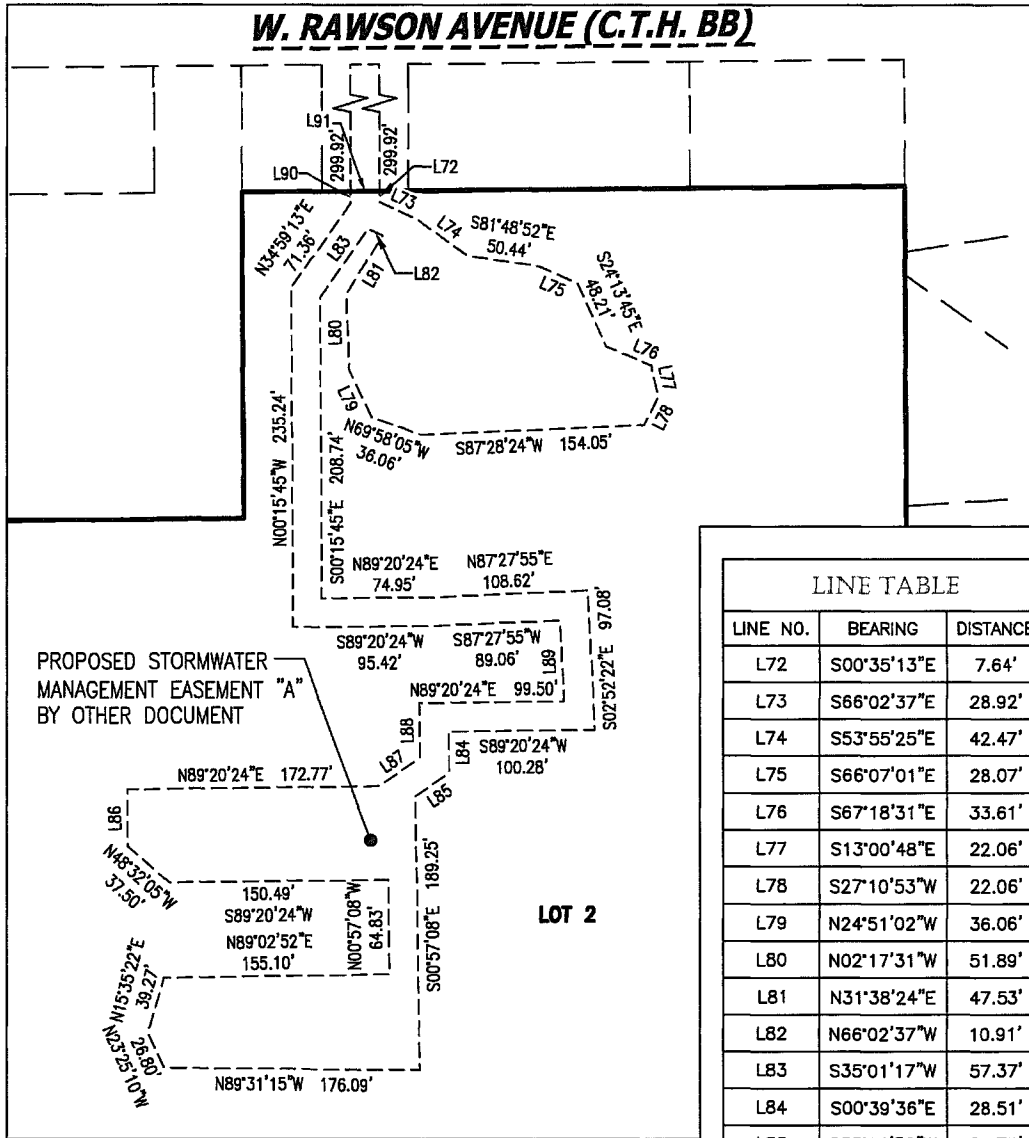
Sheet 7 of 17 Sheets

This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

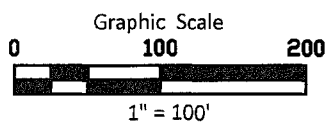
CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

PROPOSED STORMWATER MANAGEMENT EASEMENT



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L72	S00°35'13"E	7.64'
L73	S66°02'37"E	28.92'
L74	S53°55'25"E	42.47'
L75	S66°07'01"E	28.07'
L76	S67°18'31"E	33.61'
L77	S13°00'48"E	22.06'
L78	S27°10'53"W	22.06'
L79	N24°51'02"W	36.06'
L80	N02°17'31"W	51.89'
L81	N31°38'24"E	47.53'
L82	N66°02'37"W	10.91'
L83	S35°01'17"W	57.37'
L84	S00°39'36"E	28.51'
L85	S55°14'32"W	28.75'
L86	N00°39'36"W	39.62'
L87	N55°14'32"E	35.08'
L88	N00°39'36"W	37.90'
L89	N02°52'22"W	56.41'
L90	N00°11'04"W	8.03'
L91	N89°26'54"E	20.00'



CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

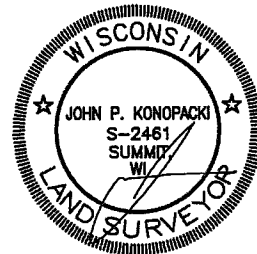
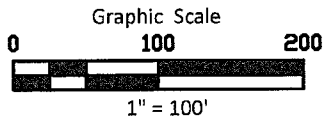
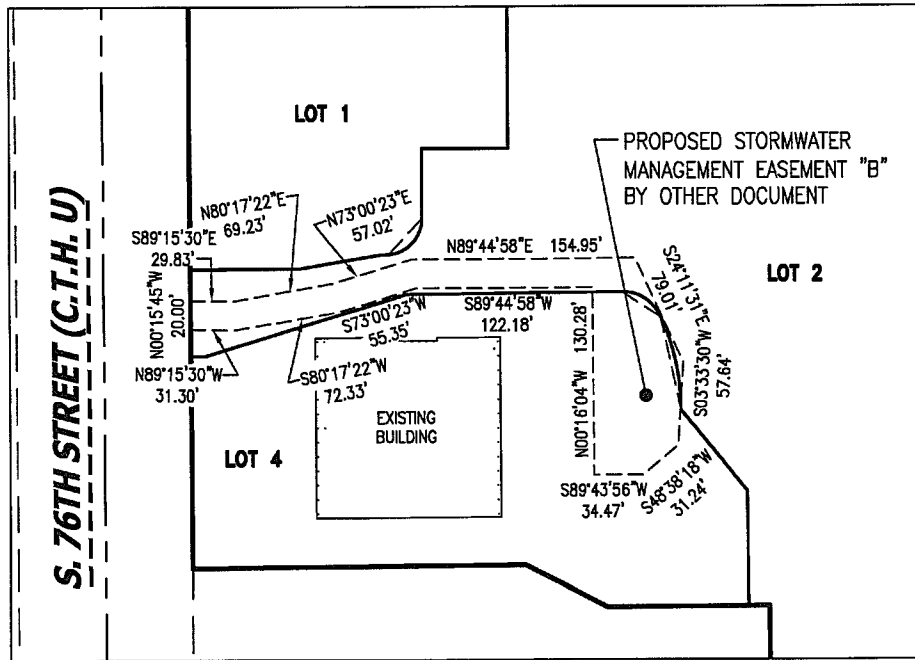
This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 8 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

PROPOSED STORM WATER MANAGEMENT EASEMENT



CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

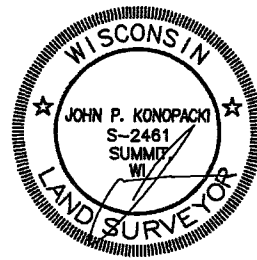
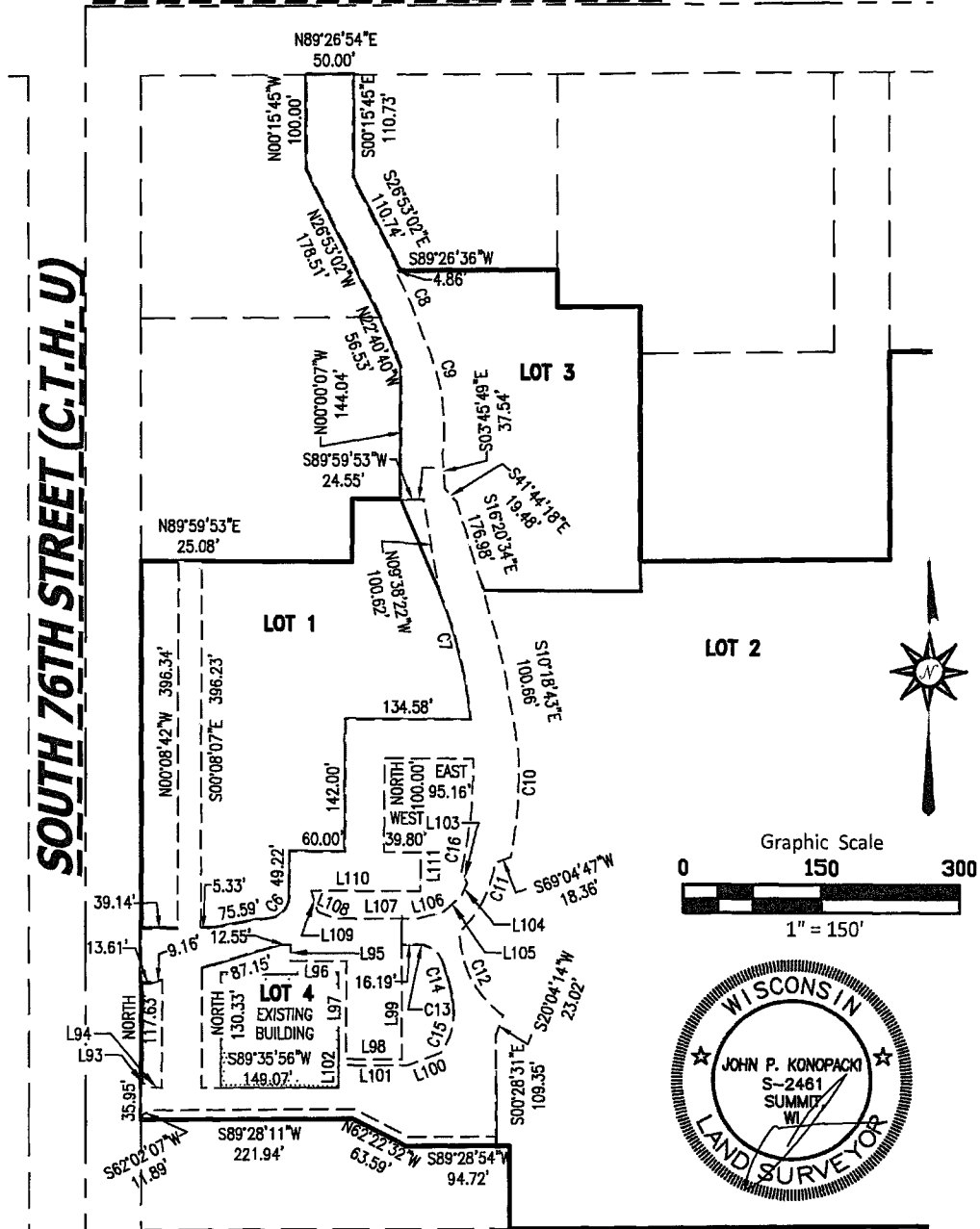
This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 9 of 17 Sheets

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

PROPOSED PUBLIC ACCESS AND PARKING EASEMENT

W. RAWSON AVENUE (C.T.H. BB)



**CHAPUT
LAND SURVEYS**

710 N Plankinton Ave. Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

SEE SHEET 11 FOR LINE
AND CURVE TABLE

This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

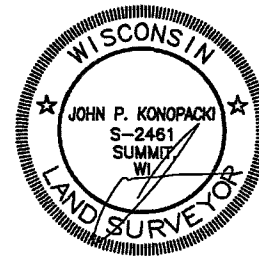
Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 10 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

PROPOSED PUBLIC ACCESS AND PARKING EASEMENT LINE AND CURVE TABLES

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L93	S62°28'03"E	12.00'
L94	S86°03'26"E	11.26'
L95	SOUTH	17.94'
L96	N89°44'58"E	60.92'
L97	S00°07'28"E	106.17'
L98	N89°43'56"E	60.01'
L99	N00°16'08"W	124.74'
L100	S68°47'04"W	38.34'
L101	S89°42'07"W	73.78'
L102	S00°05'49"W	24.42'
L103	S30°05'29"E	13.61'
L104	S24°21'56"W	15.38'
L105	S47°40'33"W	26.39'
L106	S75°31'34"W	27.52'
L107	S89°44'58"W	89.97'
L108	N67°41'16"W	19.18'
L109	N18°19'43"W	13.01'
L110	N89°59'46"E	117.80'
L111	NORTH	41.99'



CURVE TABLE					
CURVE NO.	ARC	RADIUS	CH. BEARING	CHORD	DELTA
C6	29.22'	25.00'	N36°11'43"E	27.58'	066.5730
C7	144.47'	508.00'	N13°58'55"W	143.98'	016.1738
C8	75.84'	392.68'	S23°41'10"E	75.72'	011.0354
C9	131.25'	232.59'	S9°37'54"E	129.51'	032.1951
C10	114.81'	477.17'	S3°56'22"W	114.53'	013.4708
C11	84.66'	126.51'	S26°46'39"W	83.09'	038.2035
C12	106.48'	109.73'	S27°20'19"E	102.36'	055.3612
C13	33.22'	28.50'	S57°10'14"E	31.37'	066.4638
C14	66.67'	160.00'	S11°50'41"E	66.19'	023.5228
C15	38.70'	85.08'	S21°24'09"W	38.37'	026.0344

CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

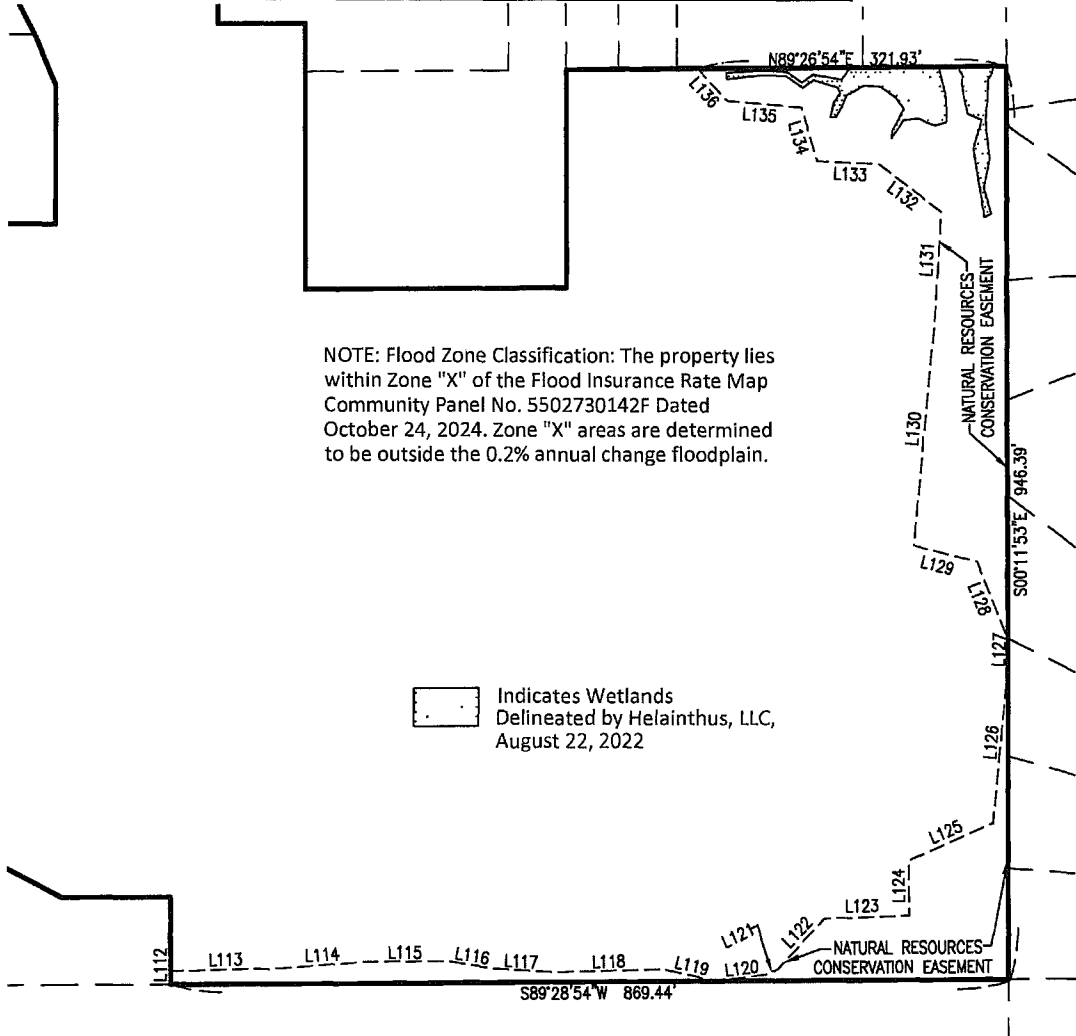
This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 11 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

WETLANDS AND NATURAL RESOURCES CONSERVATION EASEMENT



NOTE: Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 5502730142F Dated October 24, 2024. Zone "X" areas are determined to be outside the 0.2% annual change floodplain.

Indicates Wetlands Delineated by Helainthus, LLC, August 22, 2022

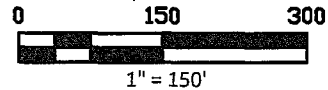
LINE TABLE

LINE	BEARING	DISTANCE
L112	N00°31'06"W	13.80'
L113	N88°14'59"E	117.40'
L114	N85°22'28"E	83.77'
L115	N89°09'14"E	84.55'
L116	S81°01'18"E	48.54'
L117	S86°17'33"E	60.98'
L118	N88°22'40"E	116.38'
L119	S77°08'30"E	54.22'
L120	N82°54'25"E	53.10'
L121	N64°26'49"E	14.37'
L122	N43°07'13"E	70.71'
L123	N87°50'42"E	88.72'
L124	N00°38'08"W	57.47'

LINE TABLE

LINE	BEARING	DISTANCE
L125	N66°15'09"E	95.95'
L126	N05°15'20"E	157.21'
L127	N00°55'22"E	35.61'
L128	N21°34'57"W	87.25'
L129	N76°02'12"W	67.62'
L130	N05°14'45"E	239.98'
L131	N03°23'35"E	106.24'
L132	N53°00'19"W	81.94'
L133	N87°55'12"W	64.27'
L134	N16°47'30"W	58.33'
L135	N85°03'47"W	77.31'
L136	N42°36'58"W	45.49'

Graphic Scale



CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8058 www.chaputlandsurveys.com

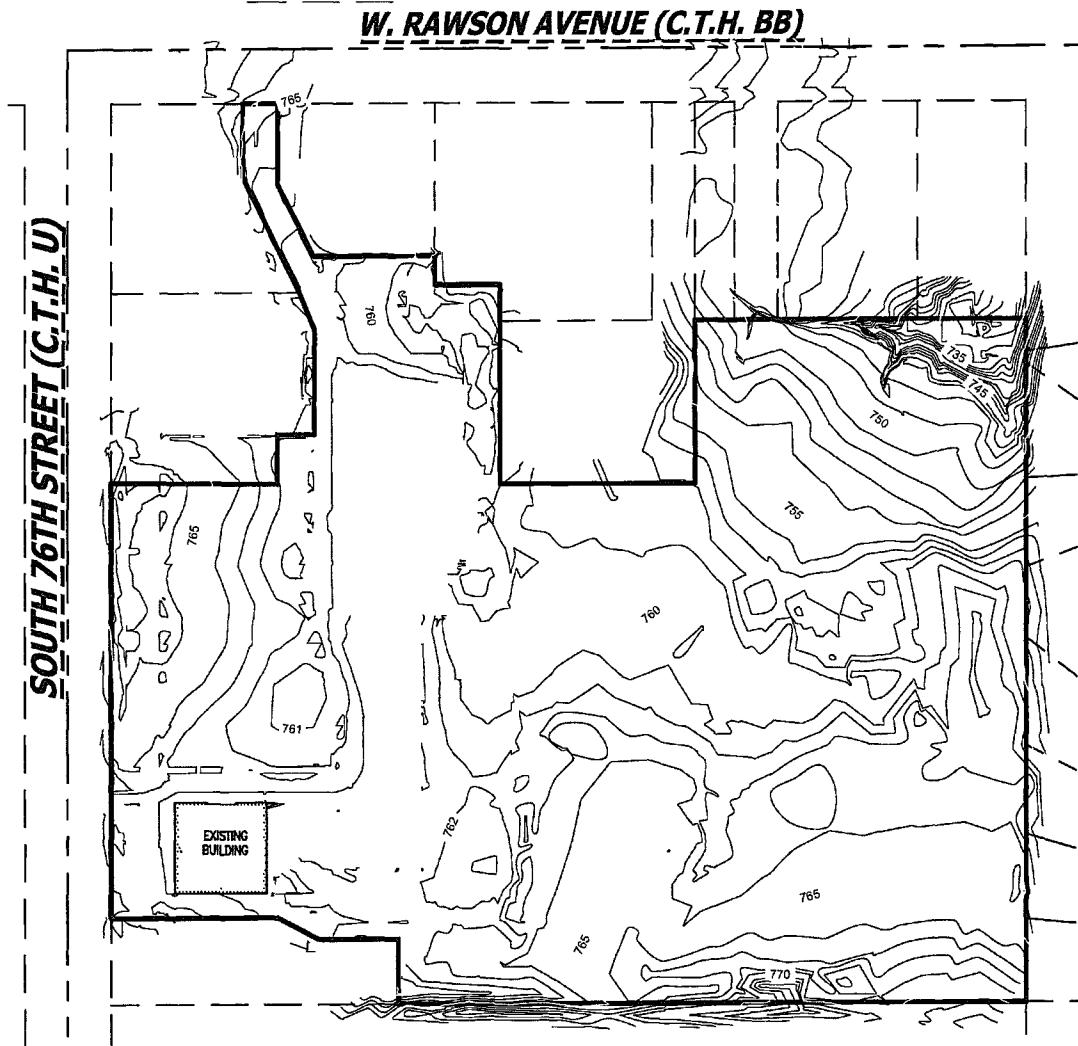
This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 12 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

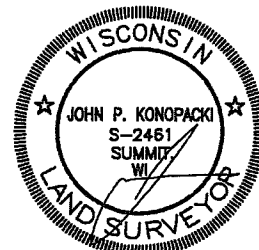
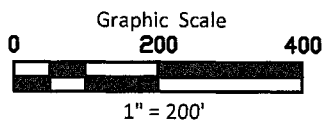
A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

TOPOGRAPHY



Vertical datum is based on North American Vertical Datum of 1988 (12)

Note: Existing contours are shown.



CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

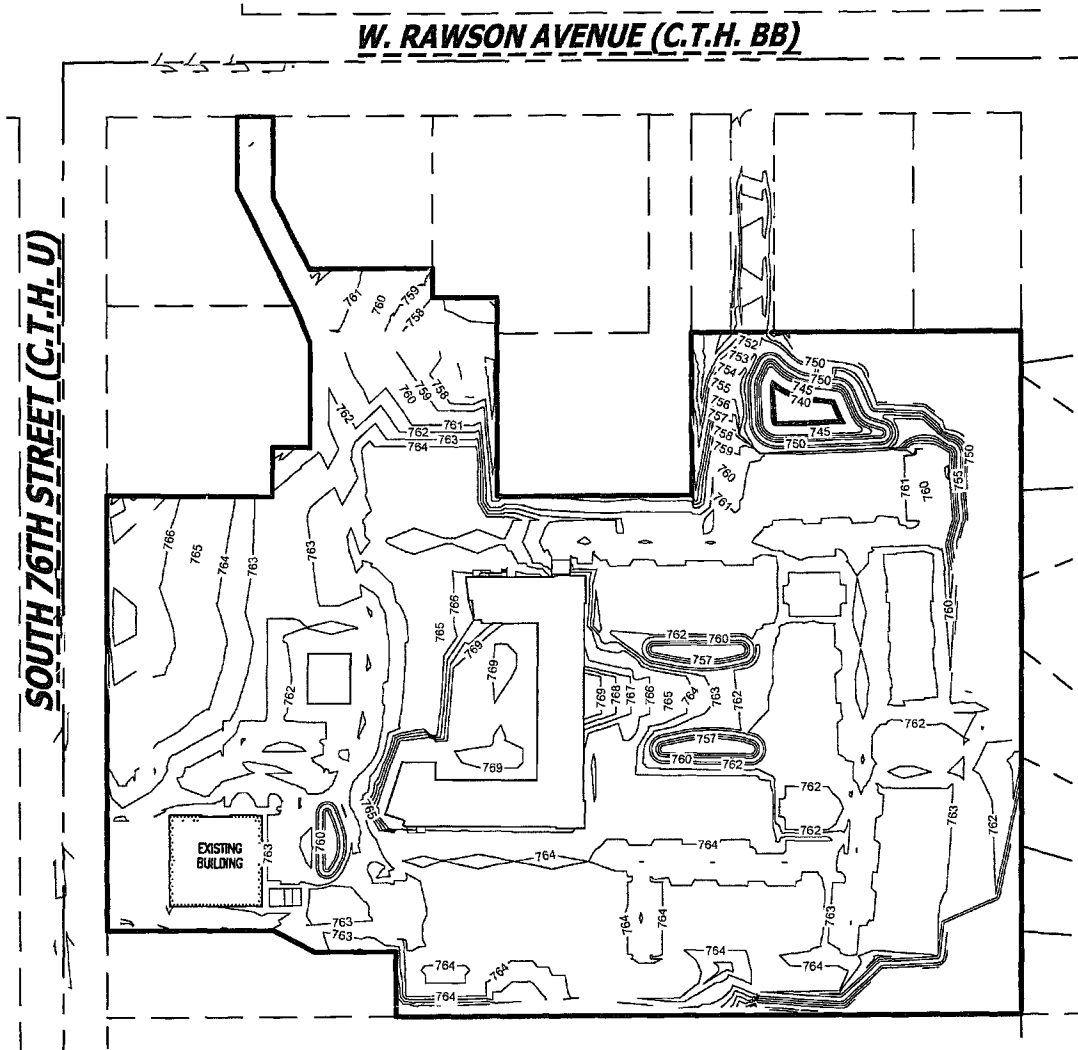
This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 13 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

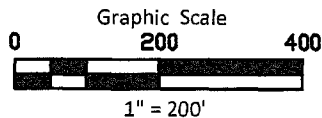
A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

PROPOSED TOPOGRAPHY



Vertical datum is based on North American Vertical Datum of 1988 (12)

Note: Proposed contours shown were provided by The Sigma Group Inc.
Received: January 30, 2026.



CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 14 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
:SS
WAUKESHA COUNTY}

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

THAT I have surveyed, mapped and divided a redivision of Lot 2, Certified Survey Map No. 8318, recorded as Document No. 09956357, Outlot 1 of Certified Survey Map No. 6313, recorded as Document No. 7307525, and Outlot 1 of Certified Survey Map No. 5401, recorded as Document No. 6366765 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:
Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 596.70 feet to a point; thence North 89°59'53" East 60.00 feet to the East line of South 76th Street (C.T.H. U) and the Point of Beginning of lands hereinafter described; thence North 89°59'53" East along the South line of Lot 1 of Certified Survey Map No. 8318 a distance of 228.57 feet to the East line of said Lot 1; thence North 00°00'07" West along said East line 68.60 feet to a point; thence North 89°59'53" East along said East line 52.02 feet to a point; thence North 00°00'07" West along said East line 144.04 feet to a point; thence North 22°40'40" West along said East line 56.53 feet to the Southeast corner of Parcel 3 of Certified Survey Map No. 4828; thence North 26°53'02" West along the East line of said Parcel 3 a distance of 178.51 feet to a point; thence North 00°15'45" West along said East line 100.00 feet to a point on the South line of West Rawson Avenue (C.T.H. BB); thence North 89°26'54" East along said South line 50.00 feet to the Northwest corner of Parcel 4 of Certified Survey Map No. 4828; thence South 00°15'45" East along the West line of said Parcel 4 a distance of 110.74 feet to a point; thence South 26°53'02" East along said West line 110.74 feet to the South line of said Parcel 4; thence North 89°26'36" East along said South line 169.93 feet to a point on the West line of Parcel 1 of Certified Survey Map No. 5689; thence South 00°08'22" East along said West line 40.00 feet to a point; thence North 89°26'36" East along said West line 90.53 feet to a point; thence South 00°15'45" East along said West line, and its extension, 275.00 feet to the Southwest corner of Parcel 2 of Certified Survey Map No. 4483; thence North 89°26'36" East along the South line of said Parcel 2 a distance of 270.00 feet to the East line of said Parcel 2; thence North 00°15'45" West along said East line 225.00 feet to the Southwest corner of Certified Survey Map No. 6811; thence North 89°26'54" East along the South line of said Certified Survey Map a distance of 458.67 feet to the West line of Phase VII Westminster Condominiums; thence South 00°11'53" East along said West line and the West line of Dover Hill Addition No. 1 Subdivision 946.39 feet to the North line of Carter Grove Condominium; thence South 89°28'54" West along said North line 869.44 feet to the Southeast corner of Parcel 1 of Certified Survey Map No. 5401; thence North 00°31'06" West along the East line of said Parcel 1 a distance of 90.00 feet to the North line of said Parcel 1; thence South 89°28'54" West along said North line 111.56 feet to a point; thence North 62°22'32" West along said North line 63.59 feet to a point; thence South 89°28'54" West along said North line 230.00 feet to a point on the East line of South 76th Street (C.T.H. U); thence North 00°15'45" West along said East line 603.29 feet to the Point of Beginning.

Said lands as described contains 1,067,885 square feet or 24.5154 acres of land.

THAT I have made the survey, land division and map by the direction of Initech LLC, owner.

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 of the Wisconsin Statutes, the Subdivision Regulations of the City of Franklin Unified Development Ordinance Division 15 and Milwaukee County in surveying, dividing and mapping the same.

DATE: November 14, 2025
Revised: February 17, 2026





John P. Konopacki
PROFESSIONAL LAND SURVEYOR S-2461

CHAPUT
LAND SURVEYS

710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com

This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 15 of 17 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Franklin by Resolution No. _____ Signed this
_____ day of _____, 20____.

Date

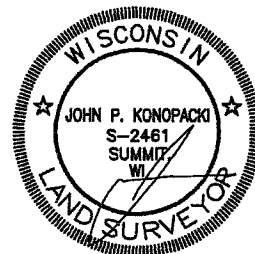
John Nelson, Mayor

Date

Shirley Roberts, City Clerk

CHAPUT
LAND SURVEYS

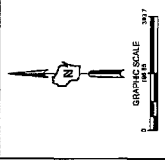
710 N Plankinton Ave Ste 720, Milwaukee, WI 53204
414-224-8068 www.chaputlandsurveys.com



Date: November 14, 2025
Revised: February 17, 2026
Survey No. 4192.30-lpm
Sheet 17 of 17 Sheets

This instrument was drafted by John P. Konopacki
Professional Land Surveyor S-2461

76th South Bluff Drive Suite 305
 Mount Pleasant, WI 53122-3470



POTHS GENERAL DEVELOPMENT
 76TH AND RAWSON
 FRANKLIN, WI 53132

OVERALL SITE PLAN

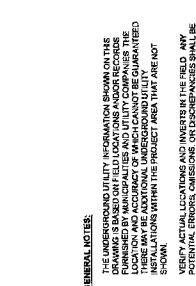
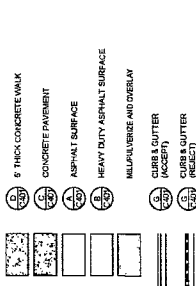
NO.	REVISION	DATE
1	ISSUANCE	10/15/09
2	CONSTRUCTION SUBMITTAL	10/15/09
3	PROVIDE SET	10/15/09
4	REVISIONS TO	10/15/09
5	REVISIONS TO	10/15/09
6	REVISIONS TO	10/15/09
7	REVISIONS TO	10/15/09
8	REVISIONS TO	10/15/09
9	REVISIONS TO	10/15/09
10	REVISIONS TO	10/15/09
11	REVISIONS TO	10/15/09
12	REVISIONS TO	10/15/09
13	REVISIONS TO	10/15/09
14	REVISIONS TO	10/15/09
15	REVISIONS TO	10/15/09
16	REVISIONS TO	10/15/09
17	REVISIONS TO	10/15/09
18	REVISIONS TO	10/15/09
19	REVISIONS TO	10/15/09
20	REVISIONS TO	10/15/09
21	REVISIONS TO	10/15/09
22	REVISIONS TO	10/15/09
23	REVISIONS TO	10/15/09
24	REVISIONS TO	10/15/09
25	REVISIONS TO	10/15/09
26	REVISIONS TO	10/15/09
27	REVISIONS TO	10/15/09
28	REVISIONS TO	10/15/09
29	REVISIONS TO	10/15/09
30	REVISIONS TO	10/15/09
31	REVISIONS TO	10/15/09
32	REVISIONS TO	10/15/09
33	REVISIONS TO	10/15/09
34	REVISIONS TO	10/15/09
35	REVISIONS TO	10/15/09
36	REVISIONS TO	10/15/09
37	REVISIONS TO	10/15/09
38	REVISIONS TO	10/15/09
39	REVISIONS TO	10/15/09
40	REVISIONS TO	10/15/09
41	REVISIONS TO	10/15/09
42	REVISIONS TO	10/15/09
43	REVISIONS TO	10/15/09
44	REVISIONS TO	10/15/09
45	REVISIONS TO	10/15/09
46	REVISIONS TO	10/15/09
47	REVISIONS TO	10/15/09
48	REVISIONS TO	10/15/09
49	REVISIONS TO	10/15/09
50	REVISIONS TO	10/15/09

SCALE	1" = 50'
PROJECT NO.	21775
DESIGN DATE	10/15/09
PLOT DATE	10/15/09
DRAWN BY	AME
CHECKED BY	CC
APPROVED BY	CTC
SHEET NO.	C100

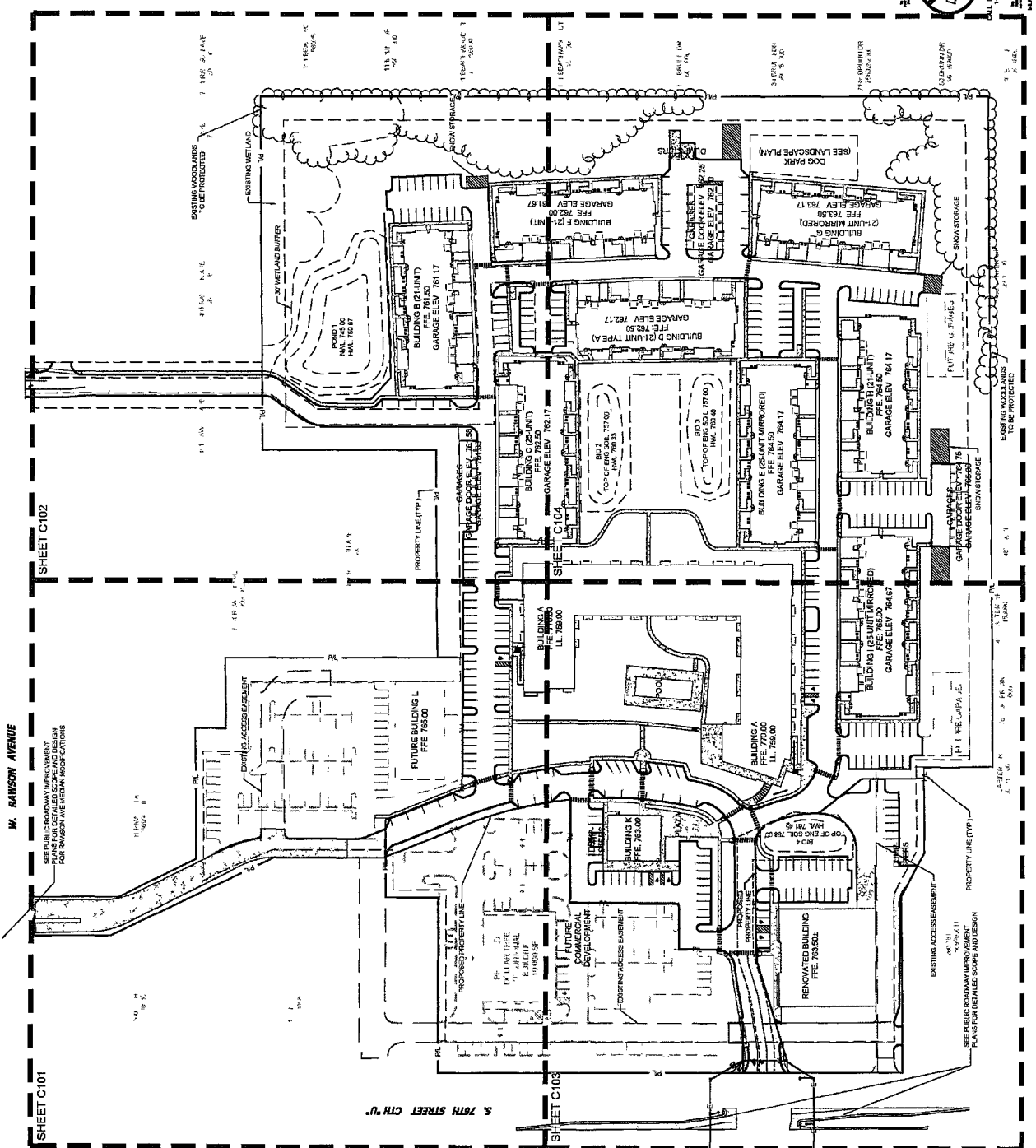
NOTE: ALL ROADWAYS WITHIN PROPOSED SITE ARE PRIVATE

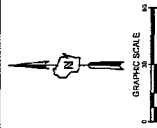
SITE INFORMATION	
SITE AREA	100,967 ± 24,000 AC
EXISTING IMPAVED AREA	9,025 ± 2,480 AC
PROPOSED IMPAVED AREA	4,664 ± 1,274 AC 10.6%
PROPOSED UNIMPAVED AREA	91,027 ± 14,211 AC 37.0%
PROPOSED PAVED DRIVEWAYS	4,664 ± 1,274 AC 10.6%
PROPOSED UNPAVED DRIVEWAYS	91,027 ± 14,211 AC 37.0%
PROPOSED PARKING SPACES	327
PROPOSED APRON PARKING SPACES	64
TOTAL SURFACE PARKING SPACES	393
ADJ. PARKING SPACES PROVIDED	18

- GENERAL NOTES:
1. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS PLAN IS BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION AND DEPTH OF UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR. UTILITIES WHICH CANNOT BE REASSURED BY FIELD SURVEY SHALL BE INDICATED BY DASHED LINES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
 2. VERIFY ALL UTILITY LOCATIONS AND DEPTHS IN THE FIELD PRIOR TO ANY CONSTRUCTION. BRING TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
 3. EXISTING CONDITIONS ARE INDICATED BY DASHED LINES AND PROPOSED CONDITIONS ARE INDICATED BY SOLID LINES.
 4. IF EXISTING ONE-PIECE CURBS ARE AVAILABLE UPON WRITTEN REQUEST, DO NOT USE ELECTRIC CABLES TO LAND ON FOUNDATIONS. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BUILDING AND ARCHITECTURAL FEATURES.
 5. DIMENSIONS ARE FROM FACE OF CURB OR EDGE OF PAVEMENT WORK WITHIN THE PUBLIC RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO DRIVEWAYS, SIDEWALKS, AND BIKEWAYS. ALL CURBS AND UTILITY LOCATIONS SHALL BE COMPLETED IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS AND STANDARDS.
 6. EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
 7. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ALL EXISTING UTILITIES WHICH ARE DAMAGED OR DESTROYED BY CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY OTHER ITEMS OWNED BY OTHERS WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION RELATED ACTIVITIES AS PERMITTED BY THE CITY REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIRS TO ALL UTILITIES DAMAGED AS A RESULT OF CONSTRUCTION RELATED ACTIVITIES AT THE EXPENSE OF THE CONTRACTOR AND NO COST TO THE CITY.



ALL DIMENSIONS WITHIN THIS PLAN SHALL BE IN ACCORDANCE WITH THE CITY OF MILWAUKEE STANDARD SPECIFICATIONS FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MILWAUKEE AND THE STATE OF WISCONSIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MILWAUKEE AND THE STATE OF WISCONSIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MILWAUKEE AND THE STATE OF WISCONSIN.





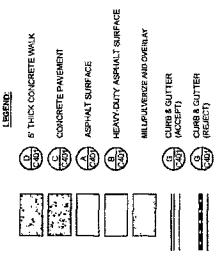
POTHS GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132

SITE PLAN

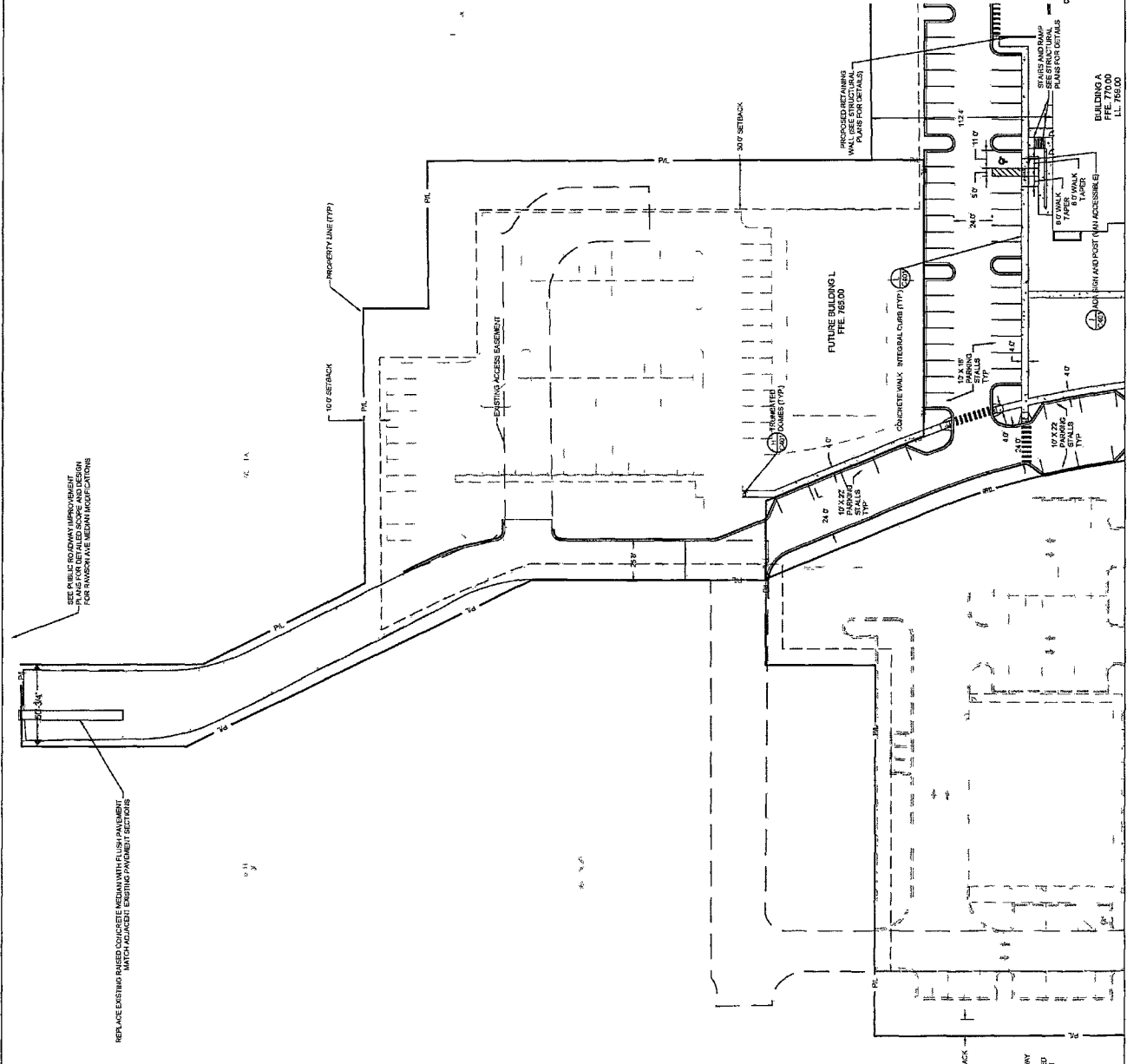
RESUBMIT	DATE
PRELIMINARY SUBMITTAL	07/25/20
FINAL SUBMITTAL	08/20/20
FOR REVIEW ON PERMIT	09/01/20
CITY SUBMITTAL	09/01/20

NO. REVISION	DATE

SCALE	1" = 30'
PROJECT NO.	21775
DESIGN DATE	07/25/20
PLOT DATE	08/20/20
DRAWN BY	AKK
CHECKED BY	CC
APPROVED BY	
SHEET NO.	C101



- GENERAL NOTES:**
- THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS PLAN IS THE PROPERTY OF THE UTILITIES AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE ENGINEER HAS REVIEWED THE UTILITY INFORMATION AND HAS DETERMINED THAT THE INFORMATION IS ACCURATE AND COMPLETE. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN ON THIS PLAN.
 - UTILITY LOCATIONS AND DEPTHS ARE TO BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR OMISSIONS IN THE UTILITY INFORMATION PRIOR TO CONSTRUCTION.
 - WORK TO BE COMPLETED IS INDICATED BY LIGHT TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY DARK TYPE LINES.
 - ELECTRIC/CIVIL FILES ARE AVAILABLE UPON WRITTEN REQUEST. DO NOT USE FOR ANY OTHER PURPOSES. ALL DIMENSIONS REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BELONGING ARCHITECTURAL FEATURES.
 - DIMENSIONS ARE FROM FACE OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 - WORK WITHIN THE PUBLIC RIGHT OF WAY (INCLUDING BUT NOT LIMITED TO CURB AND GUTTER) SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF FRANKLIN MUNICIPAL AND COUNTY REQUIREMENTS AND STANDARDS.
 - PAVEMENT SHALL BE IN ACCORDANCE WITH GEOTECHNICAL RECOMMENDATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ALL PAVEMENT CURB AND GUTTER UTILITIES VEGETATION, ABOVE GROUND UTILITIES AND ALL OTHER ITEMS TO BE REMOVED BY THE CITY OF FRANKLIN. SEE STRUCTURAL DRAWINGS FOR DETAILS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ACTIVITIES CHANGED AS A RESULT OF CONSTRUCTION. ALL ACTIVITIES SHALL BE COMPLETED PRIOR TO THE START OF THE CONSTRUCTION AND SHALL BE AT THE EXPENSE OF THE CONTRACTOR AND AT THE COST TO THE CITY.



S. 76TH STREET CTH "U"

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS AND RECOMMENDATIONS	A Resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Certified Survey Map for the Poths General mixed-use multi-family residential and commercial development upon property located at approximately 7154 South 76th Street (Initech LLC, Property Owner/Applicant)	ITEM NUMBER M.3.

City Development staff recommends approval of a resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Certified Survey Map for the Poths General mixed-use multi-family residential and commercial development upon property located at approximately 7154 South 76th Street (Initech LLC, Property Owner/Applicant), subject to technical corrections by the City Attorney.

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Certified Survey Map for the Poths General mixed-use multi-family residential and commercial development upon property located at approximately 7154 South 76th Street (Initech LLC, Property Owner/Applicant), subject to technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART
OF THE APPROVAL OF A CERTIFIED SURVEY MAP FOR THE POTH'S GENERAL
MIXED-USE MULTI-FAMILY RESIDENTIAL AND COMMERCIAL DEVELOPMENT
UPON PROPERTY LOCATED AT APPROXIMATELY 7154 SOUTH 76TH STREET
(INITECH LLC, PROPERTY OWNER/APPLICANT)

WHEREAS, the Common Council having approved a Certified Survey Map upon the application of Initech LLC, Owner, on April 8, 2026, and the Plan Commission and Common Council having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect woodlands, wetland buffers, and wetlands on the site; and

WHEREAS, §15-7-03 and §15-9-13A.5. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Certified Survey Map review process and §15-9-13A.6. requires the submission of a Conservation Easement to protect such features, all as part of the approval process for a Certified Survey Map; and

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 8th day of April, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 8th day of April 2026.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A CONSERVATION EASEMENT
INITECH LLC, OWNER
RESOLUTION NO. 2026-_____

Page 2

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

Poths General

This Conservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and LXL PG Apartments LLC, a Delaware LLC, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, Lot 2 CSM _____ and more particularly described and depicted in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetlands and shoreland wetlands, and refer to Natural Resource Protection Plan (the "NRPP") by The Sigma Group, dated September 23, 2025, with all applicable revision dates which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

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

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

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

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

Grantee's rights hereunder shall consist solely of the following:

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

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

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the

protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;

3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

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

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

To Grantor:
LXL PG Apartments LLC
Attn: Ian B. Martin
638 Milwaukee Street
Delafield, WI 53018

To Grantee:
City of Franklin
Office of the City Clerk
9229 W. Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__.

LXL PG Apartments LLC

By: _____
Ian B. Martin, Manager

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, A.D. 20__ by

Emily Cialdini, VP Development, Land By Label

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

Notary Public

My commission expires _____

Acceptance

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

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D.20__.

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Nick Fuchs, Principal Planner
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

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

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

Name of Mortgagee
a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

)ss

COUNTY OF MILWAUKEE)

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

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

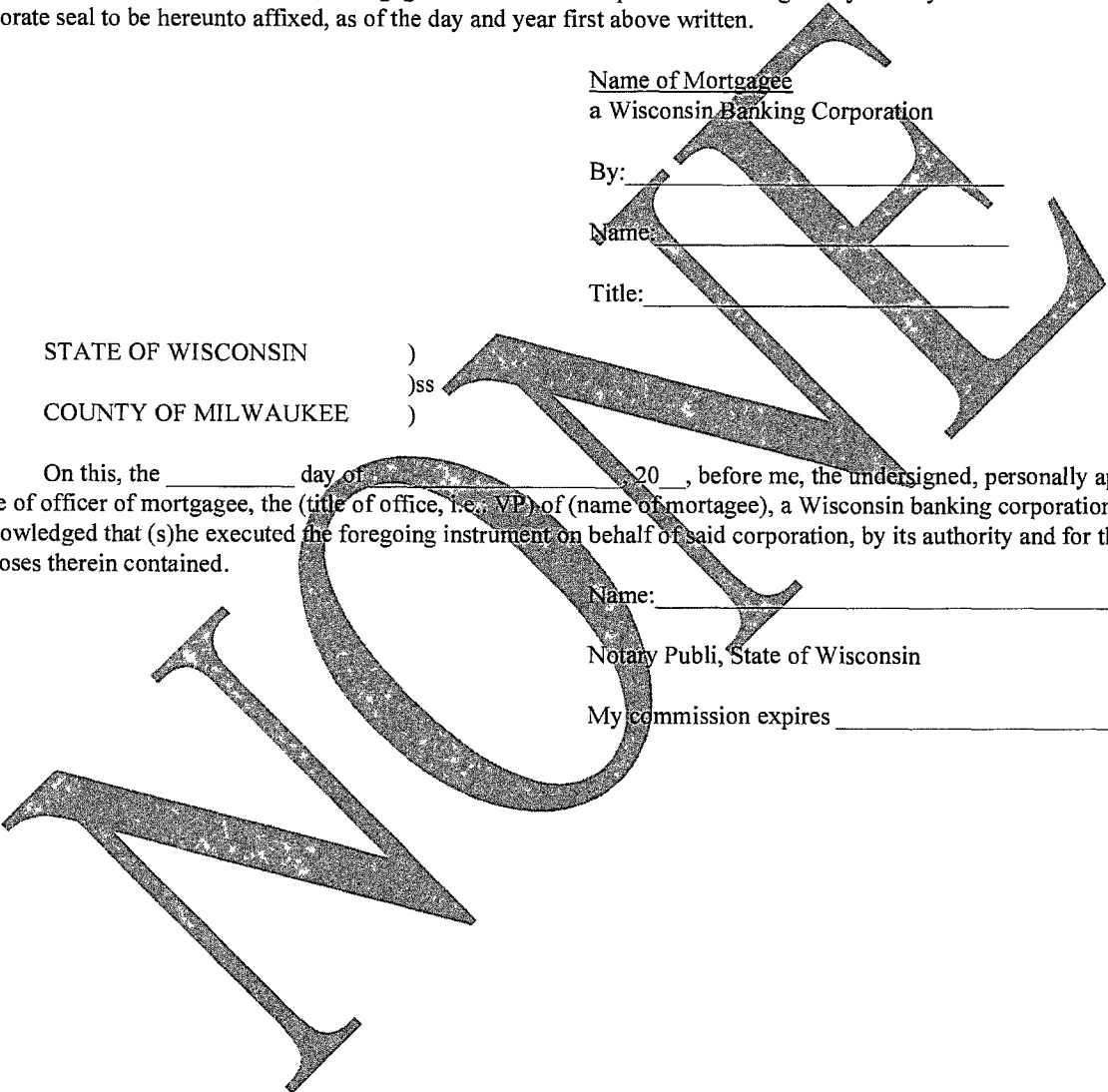


EXHIBIT A

CLIENT

Land by Label Development Co.

SITE ADDRESS

7154 S. 76th St, Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

A Natural Resources Conservation Easement being a part of Lot 2 in Certified Survey Map No. _____, as recorded in the Register of Deeds office for Milwaukee County as Document No. _____, located in the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Beginning at the southeast corner of said Lot 2; thence South 89°28'54" West along the south line of said Lot 2, 869.44 feet to the west line of said Lot 2; thence North 00°31'06" West along said west line, 13.80 feet; thence North 88°14'59" East, 117.40 feet; thence North 85°22'28" East, 83.77 feet; thence North 89°09'14" East, 84.55 feet; thence South 81°01'18" East, 48.54 feet; thence South 86°17'33" East, 60.98 feet; thence North 88°22'40" East, 116.38 feet; thence South 77°08'30" East, 54.22 feet; thence North 82°54'25" East, 53.10 feet; thence North 64°26'49" East, 14.37 feet; thence North 43°07'13" East, 70.71 feet; thence North 87°50'42" East, 88.72 feet; thence North 00°38'08" West, 57.47 feet; thence North 66°15'09" East, 95.95 feet; thence North 05°15'20" East, 157.21 feet; thence North 00°55'22" East, 35.61 feet; thence North 21°34'57" West, 87.25 feet; thence North 76°02'12" West, 67.62 feet; thence North 05°14'45" East, 239.98 feet; thence North 03°23'35" East, 106.24 feet; thence North 53°00'19" West, 81.94 feet; thence North 87°55'12" West, 64.27 feet; thence North 16°47'30" West, 58.33 feet; thence North 85°03'47" West, 77.31 feet; thence North 42°36'58" West, 45.49 feet to the north line of the aforesaid Lot 2; thence North 89°26'54" East along said north line, 321.93 feet to the east line of said Lot 2; thence South 00°11'53" East along said east line, 946.39 feet to the Point of Beginning.

LINE TABLE

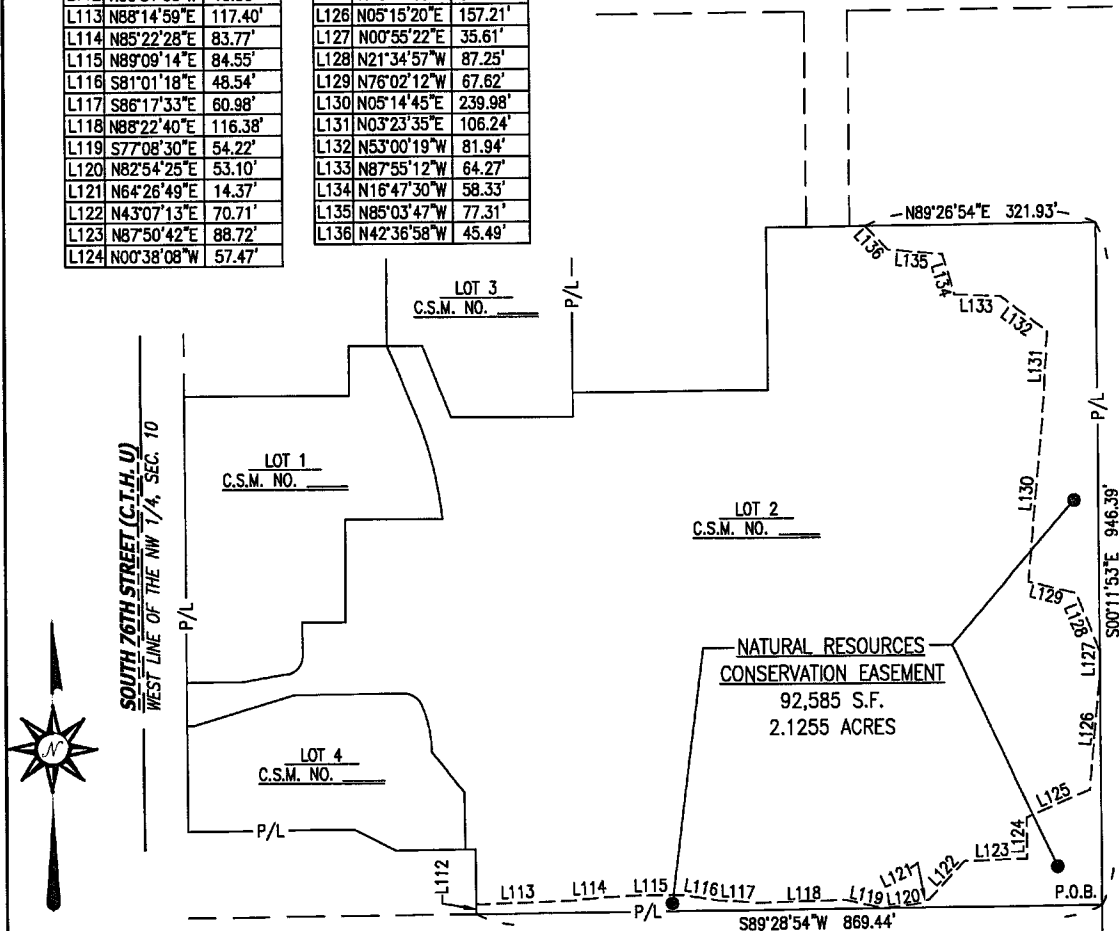
LINE	BEARING	DISTANCE
L112	N00°31'06"W	13.80'
L113	N88°14'59"E	117.40'
L114	N85°22'28"E	83.77'
L115	N89°09'14"E	84.55'
L116	S81°01'18"E	48.54'
L117	S86°17'33"E	60.98'
L118	N88°22'40"E	116.38'
L119	S77°08'30"E	54.22'
L120	N82°54'25"E	53.10'
L121	N64°26'49"E	14.37'
L122	N43°07'13"E	70.71'
L123	N87°50'42"E	88.72'
L124	N00°38'08"W	57.47'

LINE TABLE

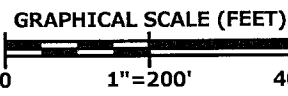
LINE	BEARING	DISTANCE
L125	N66°15'09"E	95.95'
L126	N05°15'20"E	157.21'
L127	N00°55'22"E	35.61'
L128	N21°34'57"W	87.25'
L129	N76°02'12"W	67.62'
L130	N05°14'45"E	239.98'
L131	N03°23'35"E	106.24'
L132	N53°00'19"W	81.94'
L133	N87°55'12"W	64.27'
L134	N16°47'30"W	58.33'
L135	N85°03'47"W	77.31'
L136	N42°36'58"W	45.49'

W. RAWSON AVENUE (C.T.H. BB)

NORTH LINE OF THE NW 1/4, SEC. 10



PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N PLANKINTON AVE SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068



DRAFTED BY: LPM
DATE: MARCH 6, 2026
Drawing No. 4192.30

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 04/08/26</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request to allow for a maximum sound level of 65 dBA for the Franklin Field 2026 Temporary Use permit for property located at 7035 S. Ballpark Drive (ROC Ventures, LLC, applicant)</p>	<p style="text-align: center;">ITEM NUMBER D. 4. Ald. Dist. #6</p>

At its March 19, 2026, regular meeting, the Plan Commission approved with conditions a temporary use permit for the Franklin Field 2025 season, specifically:

- Baseball games: UWM Panthers (March 20 – May 16) and Milwaukee Milkmen (May 15 – September 7).
- Food and beverage sales (A.1), 4 locations.
- Beverage sales (A.2), 5 locations for beverage carts.
- Food truck (A.3), 1 location.
- Beverage tub (A.4), 2 locations for rolling coolers.
- Graduation ceremony.
- Candy drop.

Condition of approval #3 states that: “The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A”.

The applicant is requesting a maximum sound level of 65 dBA for this event, as measured at all three monitors (north, east and west).

COUNCIL ACTION REQUESTED

A motion to allow for a maximum sound level of 65 dBA for the Franklin Field 2026 Temporary Use permit for property located at 7035 S. Ballpark Drive (ROC Ventures, LLC, applicant).

RESOLUTION NO. 2026-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A TEMPORARY USE FOR THE FRANKLIN FIELD 2026
BASEBALL SEASON FOR PROPERTY LOCATED AT 7035 S. BALLPARK DRIVE
(ROC VENTURES, LLC, APPLICANT)

WHEREAS, ROC Ventures, LLC having petitioned the City of Franklin for the approval of a Temporary Use to allow for the Franklin Field 2026 Season (March 20 through September 7) in the Franklin Field Stadium, for UWM Panthers and Milwaukee Milkmen baseball games, four locations for food and beverage sales, five locations for beverage sales, one food truck, two locations for beverage tubs, graduation ceremonies and candy drop event, upon property located at 7035 S. Ballpark Drive; and

WHEREAS, the Plan Commission having found that the proposed Temporary Use, subject to conditions, meets the standards set forth under §15-4-14.C of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the petition of ROC Ventures, LLC for the approval of a Temporary 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. This Temporary Use permit is hereby approved for uses and activities associated with the 2026 regular season of the UWM Panthers and the Milwaukee Milkmen at the Franklin Field, specifically:
 - Baseball games: UWM Panthers (March 20 – May 16) and the Milwaukee Milkmen (May 15 – September 7). See condition #13 for additional games.
 - Food and beverage sales (A.1), 4 locations.
 - Beverage sales (A.2), 5 locations for beverage carts.
 - Food truck (A.3), 1 location.
 - Beverage tub (A.4), 2 locations for rolling coolers.
 - Graduation ceremony.
 - Candy drop.
2. This 2026 Franklin Field Stadium Temporary Use permit shall be operated in accordance with the project narrative and site plan, city file-stamped February 13, 2026, attached and on file with the Department of City Development.
3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified

ROC VENTURES, LLC – FRANKLIN FIELD TEMPORARY USE
RESOLUTION NO. 2026-_____

Page 2

Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A.

4. Per the Noise and Light Addendum (page 3), “continuous noise monitoring data shall be kept for twelve months” for the three sound monitors.
5. This Temporary Use permit does not include concerts, fireworks, and other food & beverage events listed in the project narrative, the applicant must submit separate special event permits through the City of Franklin Clerk’s Office. The applicant must obtain all necessary licenses from the Clerk’s Office for alcoholic beverage sales and consumption.
6. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses and permits which are required through the Inspection Services Department, Clerks Office, and Health Department.
7. Pursuant to Planned Development District Ordinance 2019-2368, hours of operation for the stadium shall be limited to 7:00 a.m. to 11:00 p.m. In the event of rain delays, extra innings, technical difficulties, or lighting maintenance, a reasonable extension of the lighting curfew, up to 12:00 a.m. (midnight), is allowed. Infrequent minor extensions beyond midnight is also allowed.
8. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.
9. Trash receptacles must be provided to properly dispose of any waste generated by this event.
10. Approval is based on adequate sanitary facilities being provided for the event.
11. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, “fire lanes” and accessible routes to the public right of way.
12. This Temporary Use permit is not approving any tailgating activities.
13. If additional game dates are needed for playoffs, the applicant must notify the Department of City Development prior to the games.
14. All facilities serving food items must be licensed by the City of Franklin Health Department with the exception of A.2 and A.4 which are intended for selling packaged beverage items not considered “Temperature controlled for Safety” (milk, some juices, etc).
15. Any food trucks operating in A.3 must provide proof of Mobile Retail Food Licensing and are subject to inspection per the Franklin Health Department Policy and Procedures. FHD must be notified prior to trucks operating at events

ROC VENTURES, LLC – FRANKLIN FIELD TEMPORARY USE

RESOLUTION NO. 2026-_____

Page 3

16. Any other food sales locations, equipment or vendors not specified on this application will be subject to approval by the Franklin Health Department.
17. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
18. Fire Extinguisher placement as per NFPA 10.
19. The operation of food trucks shall comply with the administrative code provisions under the Wisconsin Department of Safety and Professional Services (DSPS), §§ SPS 314 Fire Prevention and NFPA 1, Fire Code-2012 (adopted by reference).

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2026.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2026.

APPROVED:

John R. Nelson, Chairman

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of March 19, 2026
TEMPORARY USE

RECOMMENDATION: City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution and this report

Project name:	Franklin Field, 2026 season
Property Owner:	BPC County Land LLC
Applicant:	Christ David Conley, ROC Ventures, LLC
Property Address/TKN:	7035 S. Ballpark Drive / 744 1003 000
Aldermanic District:	District 6
Zoning District:	PDD No. 37 (The Rock Sports Complex)
Staff Planner:	Régulo Martínez-Montilva, AICP, CNUa, Planning Manager
Submittal date:	02-13-2026
Application number:	PPZ26-0005

This temporary use is for the Franklin Field Stadium 2026 regular baseball seasons of the UWM Panthers (March 20 – May 16) and Milwaukee Milkmen (May 15 – September 7). Associated events and locations as follow:

- Food and beverage sales (A.1), 4 locations.
- Beverage sales (A.2), 5 locations for beverage carts.
- Food truck (A.3), 1 location.
- Beverage tub (A.4), 2 locations for rolling coolers.
- Graduation ceremony.
- Candy drop.

According to the Stadium Site Plan Resolution No. 2018-016, *the applicant shall annually, at least 90 days prior to the start of each baseball season at the Ballpark Commons stadium, submit all plans and details for all semi-portable, semi-temporary, temporary, and product hawking structures, uses, and activities planned to occur at the stadium for City staff review and approval.*

City Development staff has been referring previous Franklin Field applications to the Plan Commission since 2024 due to noise complaints. The applicant is requesting a maximum sound level of 65dB as measured at the three existing sound monitors (west, east and north). The maximum sound level at this location is 55 dBA LAeq as measured at the property boundary pursuant to the Unified Development Ordinance Table 15-3.1107(C). This sound level increase requires approval by the Common Council per Municipal Code Section 183-41A.(2)

The concerts, fireworks and food & beverage events are subject to separate special event permits through the Clerk’s Office.

Noise

The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary pursuant to the Unified Development Ordinance Table 15-3.1107(C). Higher sound levels require approval by the Common Council per Municipal Code Section 183-41A.(2), the applicant is requesting a maximum sound level of 65 dBA, the Plan Commission may refer this request to the Common Council.

City Development staff doesn't recommend to set a maximum sound level for one candy drop event scheduled for August, based on the Rocks Sports Complex Sound Study (page 65): "Sound levels from fireworks and helicopter events are likely to exceed any reasonable community sound limit. Many communities, including Greendale, exempt some types of special events from their noise ordinance. The City of Franklin currently overlooks fireworks from its noise requirements. We recommend that if the City of Franklin would like to except fireworks from the requirements, that this be explicitly stated in the Development Agreement and that they limit the number of these louder events with the understanding that the noise limits will be exceeded."

STAFF RECOMMENDATION

City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution and listed below:

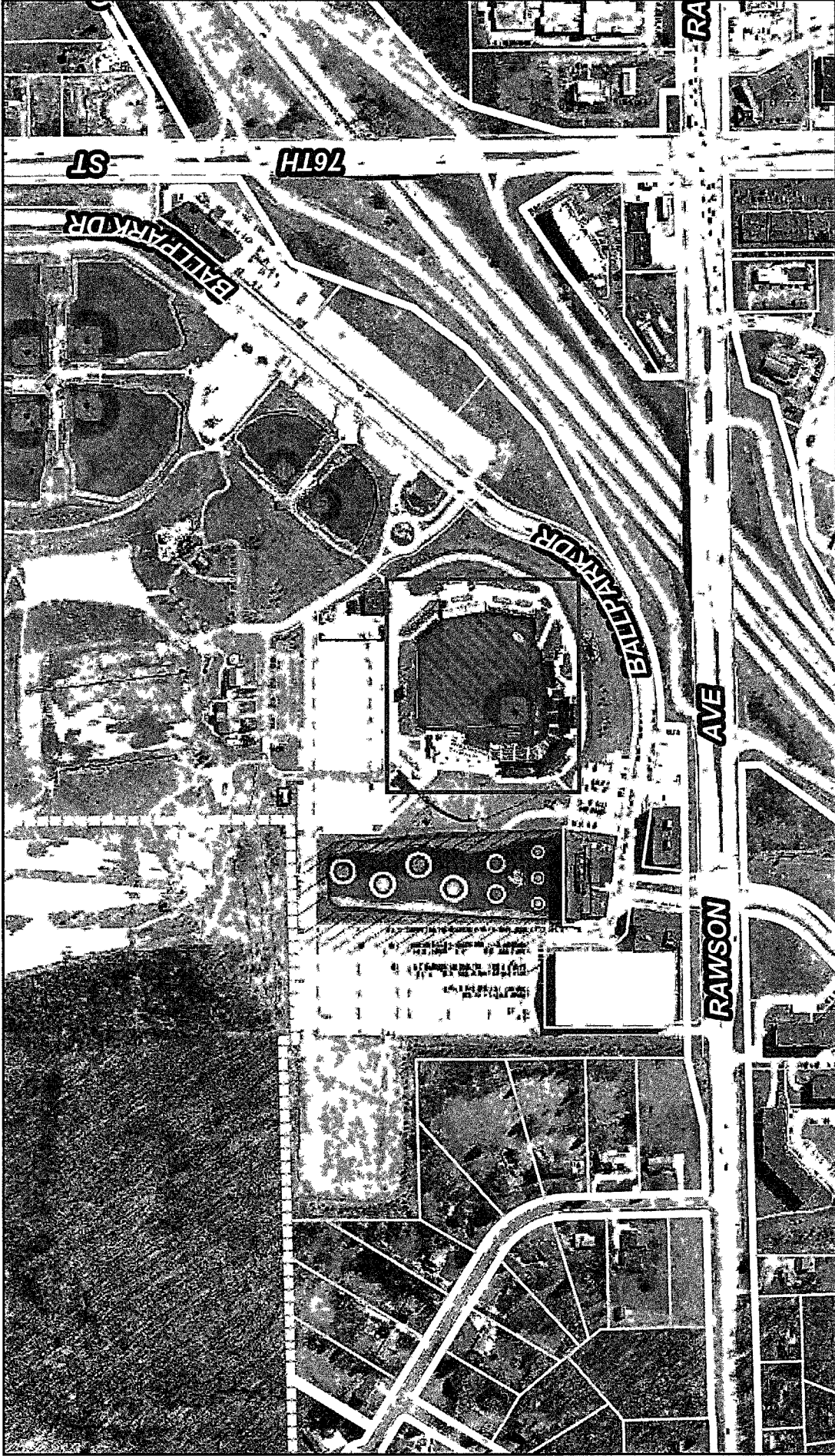
1. This Temporary Use permit is hereby approved for uses and activities associated with the 2026 regular season of the UWM Panthers and the Milwaukee Milkmen at the Franklin Field, specifically:
 - Baseball games: UWM Panthers (March 20 – May 16) and the Milwaukee Milkmen (May 15 – September 7). See condition #13 for additional games.
 - Food and beverage sales (A.1), 4 locations.
 - Beverage sales (A.2), 5 locations for beverage carts.
 - Food truck (A.3), 1 location.
 - Beverage tub (A.4), 2 locations for rolling coolers.
 - Graduation ceremony.
 - Candy drop.
2. This 2026 Franklin Field Stadium Temporary Use permit shall be operated in accordance with the project narrative and site plan, city file-stamped February 13, 2026, attached and on file with the Department of City Development.
3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A.

Note: The Plan Commission may refer applicant's request for a 65-dBA sound level to the Common Council.

4. Per the Noise and Light Addendum (page 3), "continuous noise monitoring data shall be kept for twelve months" for the three sound monitors.

5. This Temporary Use permit does not include concerts, fireworks, and other food & beverage events listed in the project narrative, the applicant must submit separate special event permits through the City of Franklin Clerk's Office. The applicant must obtain all necessary licenses from the Clerk's Office for alcoholic beverage sales and consumption.
6. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses and permits which are required through the Inspection Services Department, Clerks Office, and Health Department.
7. Pursuant to Planned Development District Ordinance 2019-2368, hours of operation for the stadium shall be limited to 7:00 a.m. to 11:00 p.m. In the event of rain delays, extra innings, technical difficulties, or lighting maintenance, a reasonable extension of the lighting curfew, up to 12:00 a.m. (midnight), is allowed. Infrequent minor extensions beyond midnight is also allowed.
8. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.
9. Trash receptacles must be provided to properly dispose of any waste generated by this event.
10. Approval is based on adequate sanitary facilities being provided for the event.
11. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, "fire lanes" and accessible routes to the public right of way.
12. This Temporary Use permit is not approving any tailgating activities.
13. If additional game dates are needed for playoffs, the applicant must notify the Department of City Development prior to the games.
14. All facilities serving food items must be licensed by the City of Franklin Health Department with the exception of A.2 and A.4 which are intended for selling packaged beverage items not considered "Temperature controlled for Safety" (milk, some juices, etc).
15. Any food trucks operating in A.3 must provide proof of Mobile Retail Food Licensing and are subject to inspection per the Franklin Health Department Policy and Procedures. FHD must be notified prior to trucks operating at events
16. Any other food sales locations, equipment or vendors not specified on this application will be subject to approval by the Franklin Health Department.
17. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
18. Fire Extinguisher placement as per NFPA 10.
19. The operation of food trucks shall comply with the administrative code provisions under the Wisconsin Department of Safety and Professional Services (DSPS), §§ SPS 314 Fire Prevention and NFPA 1, Fire Code-2012 (adopted by reference).

City of Franklin Property Viewer



3/3/2026, 9:59:47 AM

Parcel

1:4,800

0 225 450 900 ft

0 65 130 260 m

SE Wisc Reg Planning Comm, SEWRPC, Vantor

MEMORANDUM

Date: March 3, 2026
To: Christ Conley, ROC Ventures LLC
From: Régulo Martínez-Montilva, Planning Manager
City of Franklin, Department of City Development
RE: Review comments for Franklin Field Temporary Use (2026)
7035 S Ballpark Drive

Below are review comments and recommendations for the above-referenced application submitted on February 13, 2026.

Department of City Development

1. **Sound level.** The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C). Higher sound levels (65 dBA) require approval by the Common Council, the Plan Commission may refer your request to the Common Council.
2. Even though the location for two container structures received approval of a Site Plan amendment by Resolution No. 2025-023, separate building, plumbing and electrical permits may be required. Please contact the Inspection Services Department for more information.

Inspection Services Department

- Need more info for the shipping containers. They will most likely Building, Plumbing and Electrical permits. As well as Approved plans from Eplan Exam or DSPS.

Health Services Department

1. All facilities serving food items must be licensed by the City of Franklin Health Department with the exception of A.2 and A.4 which are intended for selling packaged beverage items not considered "Temperature controlled for Safety" (milk, some juices, etc).
2. Clarification is needed on the intended use of the shipping container listed under A.1 If any food preparation or open food is handled in this location, all food code requirements must be met including proper finishes, plumbing, equipment, etc. Approval for this structure is not approved until operations are clarified.
3. Any food trucks operating in A.3 must provide proof of Mobile Retail Food Licensing and are subject to inspection per the Franklin Health Department Policy and Procedures. FHD must be notified prior to trucks operating at events
4. Any other food sales locations, equipment or vendors not specified on this application will be subject to approval by the Franklin Health Department.

Police Department

- The Pd has no comments or concerns regarding the baseball games at Franklin Field.

Engineering Department

- Engineering has no comments on applicant's requests

BALLPARK COMMONS
FRANKLIN FIELD USAGE SUBMITTAL
PLAN COMMISSION

SUMMARY

The following submittal contains plans and details for all semi-portable, semi-temporary, temporary, and product hawking structures, uses and activities planned to occur at Franklin Field in 2026.

Uses/Activities detailed within this submittal are defined as follows. Milkman games type A or MM "A": Milkmen games that have higher attendance expectations. Milkman games type B or MM "B": Milkmen games that have average attendance expectations. Milkman games type C or MM "C": Milkmen games that have lower attendance expectations. Also included in baseball game submittals are University of Wisconsin-Milwaukee baseball games. No temporary structures are required for these games and attendance expectations are extremely low.

Uses, temporary structures and approval requests as of this date are as follows:

Proposed Use/Structure	Type of Approval
Baseball Games	Permanent
A.1: Food and Beverage Structures	Annual Staff Approval
A.2: Beverage Only Structures	Permanent
A.3: Food Truck Structures	Annual Staff Approval
Product Hawking Structures	Permanent
Fireworks	Common Council
Graduation Ceremony	Annual Staff Approval
Candy Drop	Annual Staff Approval

BASEBALL GAMES

PROJECT NARRATIVE

Provide entertainment to fans attending a standard 9-inning baseball game. Games can last 3 hours or longer depending on gameplay. Food, Beverage, and Merchandise items will be available for purchase. This type of use is expected to occur annually on approximately the same dates.

ATTENDANCE EXPECTATIONS

UWM Baseball Game: Avg. 500 Sold

MM A: Above 75% Sold

MM B: 40-75% Sold

MM C: Below 40% Sold

Schedule

Below is the regular season schedule for the UWM Panthers and the Milwaukee Milkmen. There are a total of 69 games. Additional dates could be added for the playoffs. Changes will be forwarded as needed.

UWM BASEBALL GAMES

Friday, March 20, 3:00pm
Saturday, March 21, 2:00pm
Sunday, March 22, 1:00pm
Friday, March 27, 3:00pm
Saturday, March 28, 2:00pm
Sunday, March 29, 1:00pm
Tuesday, March 31, 3:00pm
Thursday, April 2, 3:00pm
Friday, April 3, 3:00pm
Saturday, April 4, 12:00pm
Tuesday, April 7, 4:00pm
Friday, April 17, 3:00pm
Saturday, April 18, 2:00pm
Sunday, April 19, 1:00pm
Tuesday, April 21, 3:00pm
Tuesday, May 5, 11:00am
Thursday, May 14, 5:00pm
Friday, May 15, 11:00am
Saturday, May 16, 11:00am

MMA GAMES

Friday, May 15, 6:30pm
Saturday, May 16, 6:00pm
Tuesday, May 19, 10:30am
Wednesday, May 20, 10:30am
Friday, June 5, 6:30pm
Saturday, June 6, 6:00pm
Friday, June 26, 6:30pm
Saturday, June 27, 6:00pm
Friday, July 10, 6:30pm
Saturday, July 11, 6:00pm
Friday, July 24, 6:30 pm
Saturday, July 25, 6:00pm
Friday, August 14, 6:30pm
Saturday, August 15, 6:00pm
Friday, August 21, 6:30pm
Saturday, August 22, 6:00pm
Friday, September 4, 6:30pm
Saturday, September 5, 6:00pm

MM B GAMES

Sunday, May 17, 1:00pm
Thursday, June 4, 6:30pm
Sunday, June 7, 1:00pm
Thursday, June 18, 6:30pm
Sunday, June 28, 1:00pm
Sunday, July 12, 1:00pm
Thursday, July 23, 6:30pm
Sunday, July 26, 1:00pm
Thursday, August 6, 12:00pm
Thursday, August 13, 6:30pm
Sunday, August 16, 1:00pm
Sunday, August 23, 1:00pm
Thursday, August 27, 12:00pm
Sunday, September 6, 1:00pm
Monday, September 7, 1:00pm

MM C GAMES

Monday, May 18, 6:30
Tuesday, June 2, 6:30
Wednesday, June 3, 6:30
Tuesday, June 16, 6:30
Wednesday, June 17, 6:30
Monday, July 6, 6:30
Tuesday, July 7, 6:30
Wednesday, July 8, 6:30
Tuesday, July 21, 6:30
Wednesday, July 22, 6:30
Tuesday, August 4, 6:30
Wednesday, August 5, 6:30
Tuesday, August 11, 6:30
Wednesday, August 12, 6:30
Monday, August 24, 6:30
Tuesday, August 25, 6:30
Wednesday, August 26, 6:30

Activities

Fireworks

Fireworks shows start no later than 10 minutes after the game ends and will end no later than 10:30pm. Each date will be permitted with an Extraordinary Events Permit obtained through the Clerk's office. Services will be provided by a third-party vendor.

Fireworks dates are as follows:

5/15,6/5,6/26,7/3,7/4,7/10,7/24,8/14,8/21,9/4

Candy Drop

A Candy Drop is an event that will happen at the conclusion of select Milwaukee Milkmen games. At a coordinated time, a helicopter will drop candy onto the field. After all the candy is dropped, we will allow kids in attendance onto the field to collect candy. Services will be provided by a third-party operator.

Candy Drop Date: Sunday, August 16th or 23rd – Awaiting confirmation.

Food and Beverage Sales

Food and beverage sales from non-permanent locations, utilizing the structures listed below.

Structures

Structures listed below can be found on the site plan that is included with this submittal package.

Semi-portable

There are no structures planned for this event.

Semi-temporary

A.1: Food and Beverage sales location. For all games scheduled. A diagram of the structure is attached. Locations will remain the same for each event.

Temporary

A.2 Beverage sales location. For all games scheduled. There are five locations that could be used for these events. The structure is on rollers and will be rolled into place before games and will be removed after or closed as attendance will require. These structures are 44.5 in. x 27.25 in. x 30.33 in. (WxDxH). A picture of the structure is attached. Locations will remain the same for each event and will be dictated by attendance.

A.3 Food Truck location. For all games scheduled. There is one location that could be utilized for these events. Standard food truck structure that will arrive before the game and will leave as attendance dictates. These vendors could be operated by a third party and will comply with all Health Department requirements. Locations will remain the same for each event.

A.4 Beverage Tub. For all games scheduled. There are two locations that could be utilized for these events. This is a small rolling cooler. Picture of the items are included in this package.

Product Hawking

For all games scheduled. There are up to 8 product hawking trays for beverages that could be utilized as attendance requires. Product hawking will be limited to concourse and seating locations. Attached is an image of the tray.

Site Plan

D.4 Main Dumpster/Trash Collection points. Receptacles will be placed throughout the event area.

A.1 Food and Beverage sales location

A.2 Beverage sales location

A.3 Food truck location

A.4 Beverage tub

D.5 Restroom locations

E.1 Emergency access point

A.5 Firework fall out/launch area. This area will be barricaded and will be a 350' diameter area.

Graduation Ceremony

Project Narrative

Standard commencement ceremony. On field staging and chairs for graduates.

Attendance Expectations

As allowed by the current capacity regulations. Not to exceed more than 100% of the stadium's capacity.

Schedule

Times included are for set up, ceremony, and load out. Operating time will be limited to 5-7 hours. The exact operating hours are TBD. Graduation date is TBD.

Activities**Food and Beverage Sales**

Food and beverage sales from non-permanent locations, utilizing the structures listed below.

Structures

Structures listed below can be found on the site plan that is included with this submittal package.

Semi-portable

There are no structures planned for this event.

Semi-temporary

There are no structures planned for this event.

Temporary

Temporary structures for this event include:

C.1 Approximate stage location. 30' x 30' wooden riser stage that will feature acoustic performances. Will only be set up on event days.

Product Hawking

No product hawking is planned for this event.

Site plan

C.2 Main event seating area. This area will include chairs for graduates to sit.

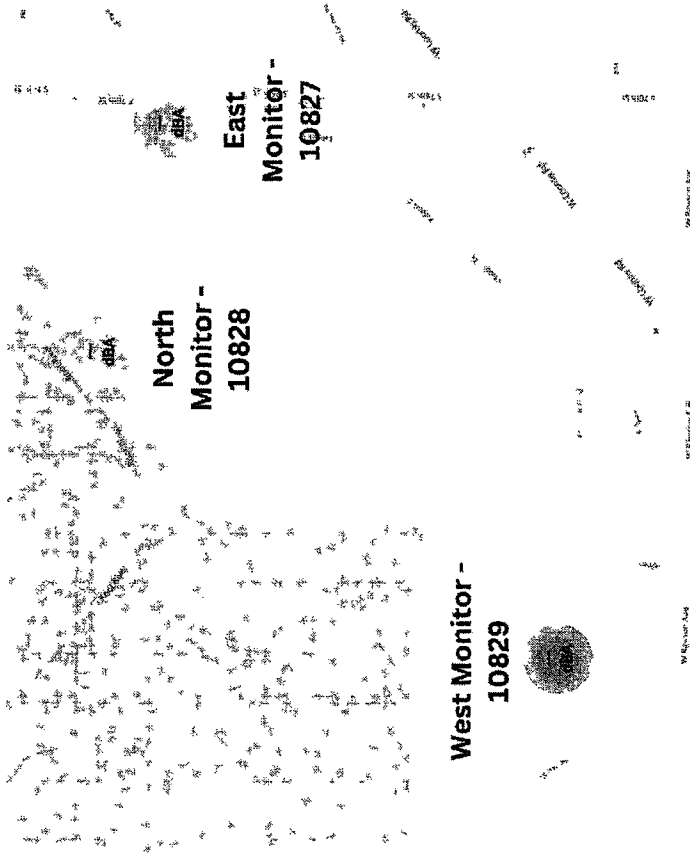
D.4 main Dumpster/Trash collection points. Receptacles will be placed throughout the event area.

D.5 Restroom locations

E.1 Emergency access points

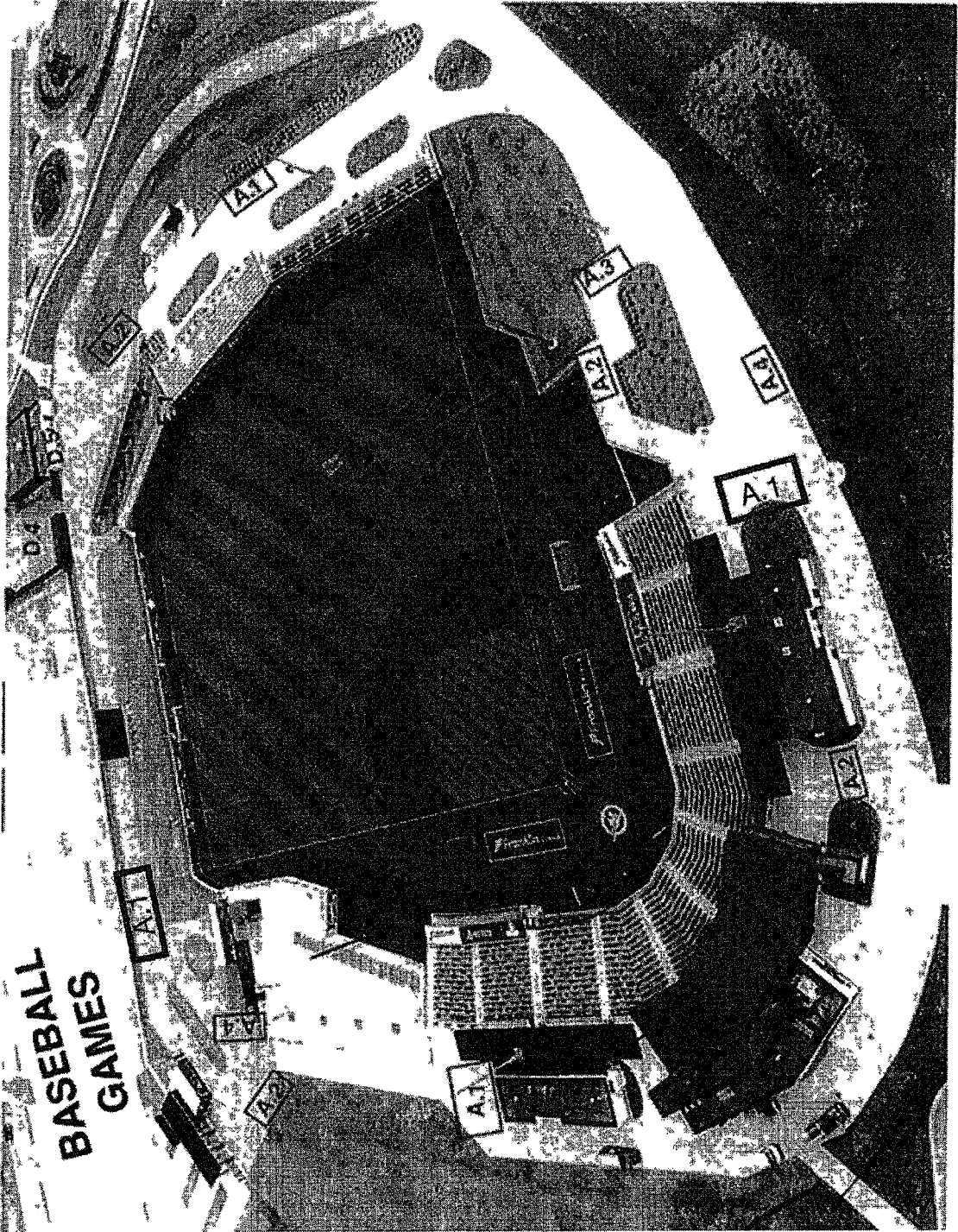


Ballpark Commons 2026 event permit – REQUESTED DB levels

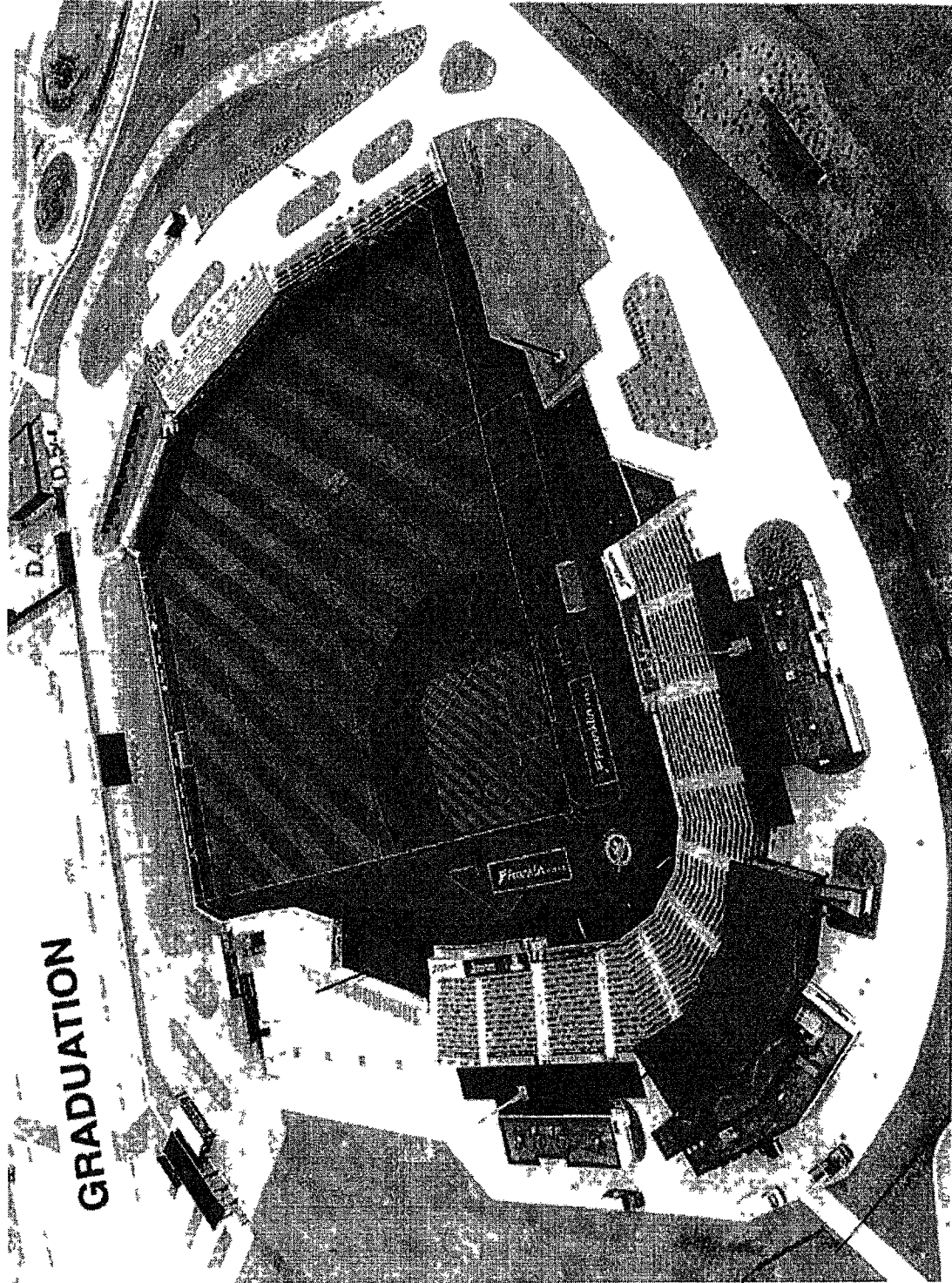


BALLPARK COMMONS 2026 EVENT PERMIT DB LEVEL REQUEST			
EVENT	NORTH MONITOR	EAST MONITOR	WEST MONITOR
UMBRELLA BAR - SUMMER CONCERT SERIES	65DB	65DB	65DB
FRANKLIN FIELD - MILWAUKEE MILKMEN GAMES	65DB	65DB	65DB
THE HILL HAS EYES	69DB	60DB	60DB
FRANKLIN FIELD - TACOS & TEQUILA / COUNTRY RISING MUSIC FESTIVAL	79DB	79DB	79DB

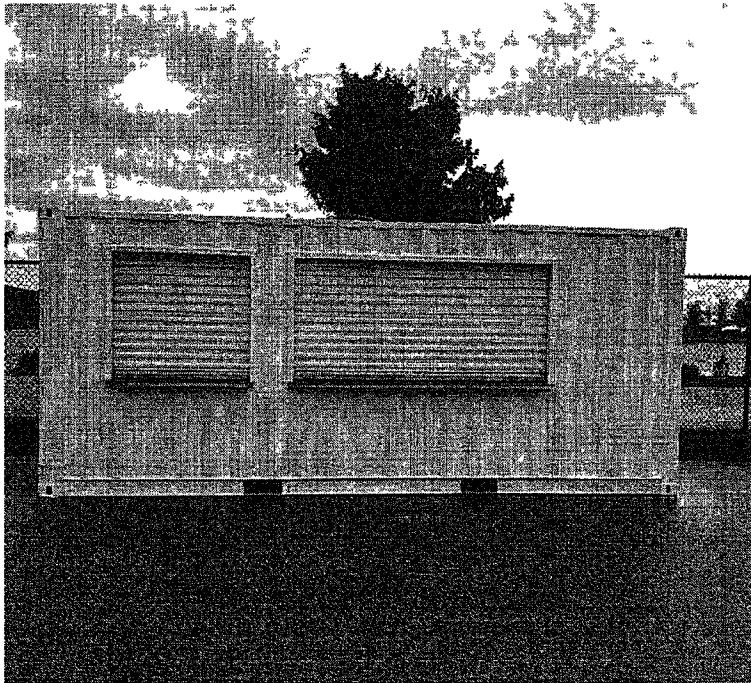
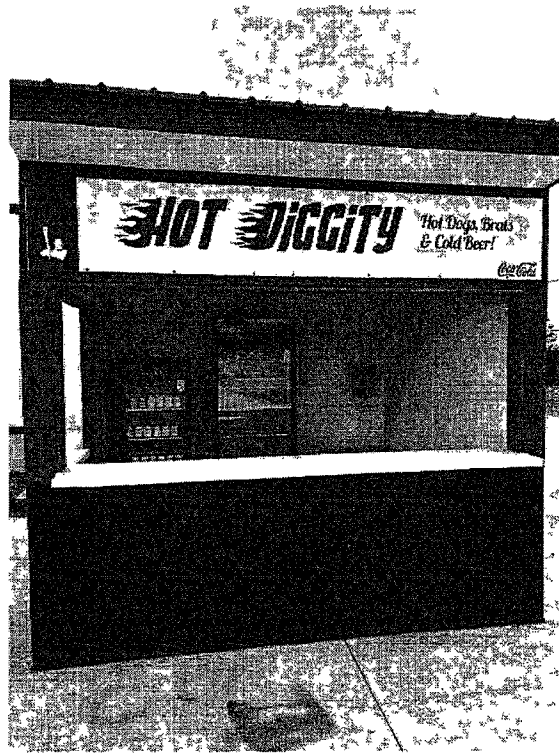
Baseball Games



Graduation



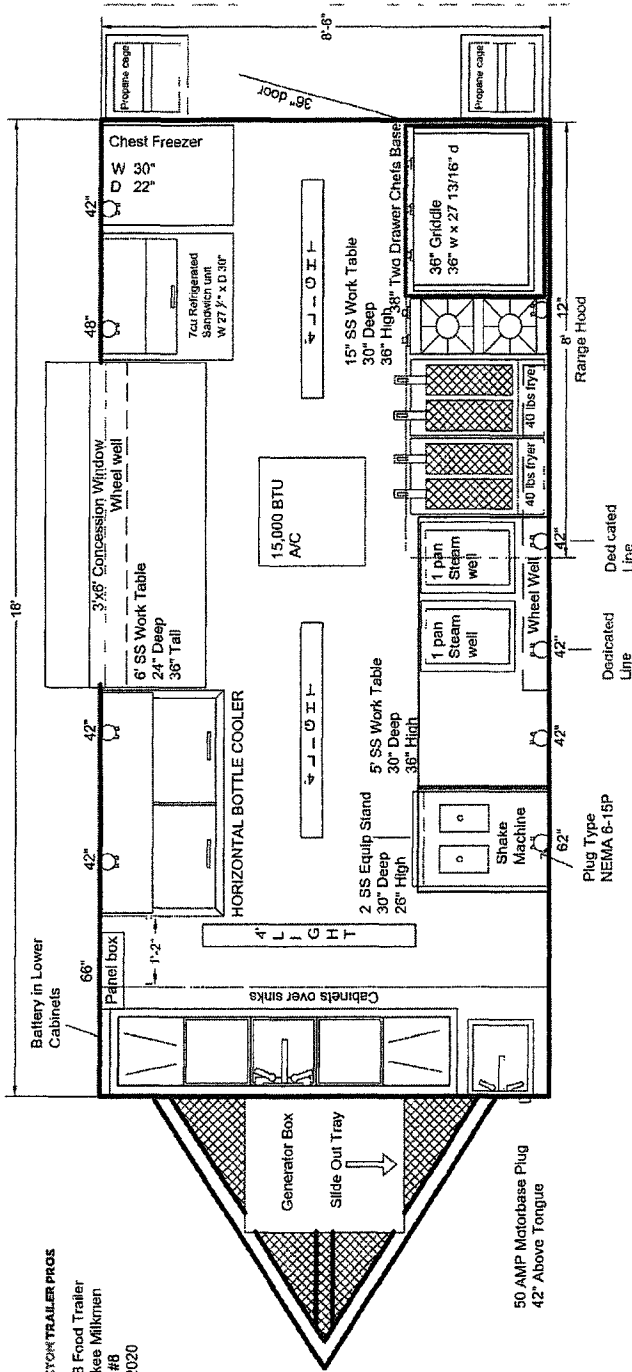
A.1 Food and Beverage sales location



A.2/A.4 Beverage Tub



A.3 Food Truck



CUSTOM TRAILER PROS
8.5 x 18 Food Trailer
Milwaukee Milkmen
Layout #8
07/23/2020

Customer Acceptance _____ Date _____

*All measurements are estimates and are subject to change. Design specifications are subject to change during the build process to accommodate unforeseen circumstances.

A.5 FIREWORKS FALLOUT AREA



BLANK PAGE

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 04/08/26</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">Request to allow for a maximum sound level of 65 dBA for the Rock'n Food Truck Rally Temporary Use permit for property located at 7005 S. Ballpark Drive (ROC Ventures, LLC, applicant)</p>	<p align="center">ITEM NUMBER D.5. Ald. Dist. #6</p>

At its March 19, 2026, regular meeting, the Plan Commission approved with conditions a temporary use permit for the Rock'n Food Truck Rally at the Umbrella Bar, for a maximum of ten food truck locations, from May 28 to October 29, 2026, Thursdays only.

Condition of approval #3 states that: "The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A".

The applicant is requesting a maximum sound level of 65 dBA for this event, as measured at all three monitors (north, east and west).

COUNCIL ACTION REQUESTED

A motion to allow for a maximum sound level of 65 dBA for the Rock'n Food Truck Rally Temporary Use permit for property located at 7005 S. Ballpark Drive (ROC Ventures, LLC, applicant).

RESOLUTION NO. 2026-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A TEMPORARY USE FOR THE ROCK'N FOOD TRUCK
RALLY FOR PROPERTY LOCATED AT 7005 S. BALLPARK DRIVE
(ROC VENTURES, LLC, APPLICANT)

WHEREAS, ROC Ventures, LLC having petitioned the City of Franklin for the approval of a Temporary Use to allow for the Rock'n Food Truck Rally at the Umbrella Bar, for a maximum of ten food truck locations, from May 28 to October 29, 2026, Thursdays only, upon property located at 7005 S. Ballpark Drive; and

WHEREAS, the Plan Commission having found that the proposed Temporary Use, subject to conditions, meets the standards set forth under §15-4-14.C of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the petition of ROC Ventures, LLC for the approval of a Temporary 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. The Rock'n Food Truck Rally Temporary Use is hereby approved from May 28 to October 29, 2026, Thursdays only. This temporary use is not approving alcoholic beverage sales.
2. The Rock'n Food Truck Rally Temporary Use shall be operated in the vicinity of the Umbrella Bar at Ballpark Commons in accordance with the Site Plan, City file-stamped February 18, 2026, attached and on file with the Department of City Development.
3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A.
4. The maximum number of food trucks at an event shall be ten (10).
5. Hours of operation for the event shall be limited from 5:00 p.m. to 9:00 p.m.
6. All extension cords (if used) must be 3-wire (grounded), be approved for outdoor use, and be unplugged when not in use.
7. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.

- 8. Trash receptacles must be provided to properly dispose of any waste generated by this event.
- 9. Any temporary signage associated with the event shall be approved by the Department of City Development.
- 10. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, "fire lanes" and accessible routes to the public right of way.
- 11. Approval is based on adequate sanitary facilities being provided for the event.
- 12. All food trucks operating at this event must hold a current Mobile Retail Food License from DATCP or a DATCP agent. Organizers of Food Truck Rally will provide the Franklin Health Department (FHD) with a list of vendors that will be attending this event. License information will be verified by FHD prior to operating. Vendors must submit an application for inspection and applicable fees to the FHD at least 48 hours prior to the event date. Inspections will be conducted per the Franklin Health Department Policy and Procedures. All Wisconsin Food Code requirements must be met by all licensed establishments participating.
- 13. The operation of food trucks shall comply with the administrative code provisions under the Wisconsin Department of Safety and Professional Services (DSPS), §§ SPS 314 Fire Prevention and NFPA 1, Fire Code-2012 (adopted by reference).
- 14. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses which are required through the Building Inspection Department, Clerks Office, and Health Department.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2026.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2026.

APPROVED:

John R. Nelson, Chairman

ATTEST:

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

CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of March 19, 2026
TEMPORARY USE

RECOMMENDATION: City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution and in this report.

Project name:	Rock'n Food Truck Rally at Umbrella Bar (2026)
Property Owner:	BPC County Land LLC
Applicant:	Carinn Hoffman. ROC Ventures, LLC
Property Address/TKN:	7005 S. Ballpark Drive / 744 1003 000
Aldermanic District:	District 6
Zoning District:	PDD No. 37 (The Rock Sports Complex)
Staff Planner:	Régulo Martínez-Montilva, AICP, CNUa, Planning Manager
Submittal date:	02-18-2026
Application number:	PPZ26-0006

PROJECT DESCRIPTION AND ANALYSIS

Temporary Use application for the Rock'n Food Truck Rally at the Umbrella Bar. The applicant is proposing the same location and hours of operation as previous temporary use permits. The food trucks will operate in the vicinity of the Umbrella Bar from 5:00 p.m. to 9:00 p.m. on Thursday nights from May 28 to October 29, 2026. Each event day will have a maximum of ten (10) food trucks selling food and non-alcoholic beverages.

Plan Commission approval was not required for previous approvals as this event doesn't exceed 30 days. City Development staff has been referring these applications to the Plan Commission since 2024 due to noise complaints. The applicant is requesting a maximum sound level of 65dB as measured at the three existing sound monitors (west, east and north). The maximum sound level at this location is 55 dBA LAeq as measured at the property boundary pursuant to the Unified Development Ordinance Table 15-3.1107(C). This sound level increase requires approval by the Common Council per Municipal Code Section 183-41A.(2).

STAFF RECOMMENDATION

City Development staff recommends approval of this Temporary Use permit, subject to the conditions set forth in the attached resolution, which are also listed below:

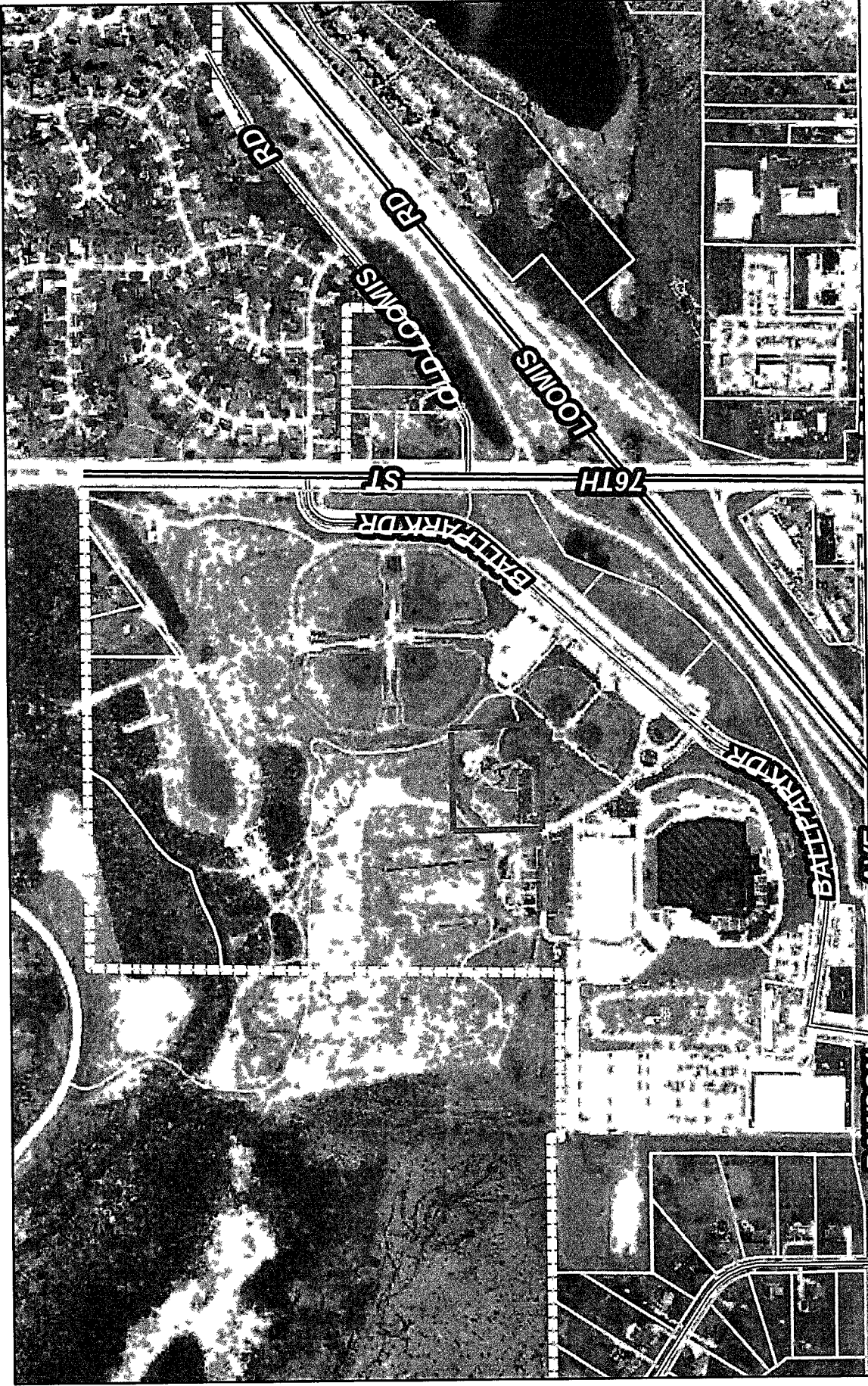
1. The Rock'n Food Truck Rally Temporary Use is hereby approved from May 28 to October 29, 2026, Thursdays only. This temporary use is not approving alcoholic beverage sales.
2. The Rock'n Food Truck Rally Temporary Use shall be operated in the vicinity of the Umbrella Bar at Ballpark Commons in accordance with the Site Plan, City file-stamped February 18, 2026, attached and on file with the Department of City Development.

3. The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C), unless the Common Council approves higher sound levels pursuant to Municipal Code §183-41A.

Note: The Plan Commission may refer applicant's request for a maximum sound level of 65 dBA to the Common Council.

4. The maximum number of food trucks at an event shall be ten (10).
5. Hours of operation for the event shall be limited from 5:00 p.m. to 9:00 p.m.
6. All extension cords (if used) must be 3-wire (grounded), be approved for outdoor use, and be unplugged when not in use.
7. No display, sales, or parking shall obstruct vehicular traffic. Twenty-five feet of drive aisle must be maintained at all times to allow safe and efficient vehicular access throughout the parking lots.
8. Trash receptacles must be provided to properly dispose of any waste generated by this event.
9. Any temporary signage associated with the event shall be approved by the Department of City Development.
10. Tents and other event activities shall be positioned on the exterior of the building so as not to impede building exits, pedestrian or vehicle traffic, "fire lanes" and accessible routes to the public right of way.
11. Approval is based on adequate sanitary facilities being provided for the event.
12. All food trucks operating at this event must hold a current Mobile Retail Food License from DATCP or a DATCP agent. Organizers of Food Truck Rally will provide the Franklin Health Department (FHD) with a list of vendors that will be attending this event. License information will be verified by FHD prior to operating. Vendors must submit an application for inspection and applicable fees to the FHD at least 48 hours prior to the event date. Inspections will be conducted per the Franklin Health Department Policy and Procedures. All Wisconsin Food Code requirements must be met by all licensed establishments participating.
13. The operation of food trucks shall comply with the administrative code provisions under the Wisconsin Department of Safety and Professional Services (DSPS), §§ SPS 314 Fire Prevention and NFPA 1, Fire Code-2012 (adopted by reference).
14. This Temporary Use approval is contingent on the applicant receiving all applicable licenses/permits through the City of Franklin. This includes, but is not limited to, all necessary licenses which are required through the Building Inspection Department, Clerks Office, and Health Department.

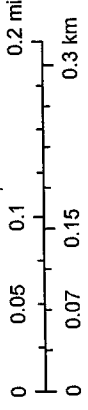
City of Franklin Property Viewer



5/1/2024, 3:28:45 PM

Parcel

1:9,028



SEWRPC, Maxar, City of Franklin, WI

MEMORANDUM

Date: March 2, 2026
To: Carinn Hoffman, ROC Ventures LLC
From: Régulo Martínez-Montilva, Planning Manager
City of Franklin, Department of City Development
RE: Review comments for Rock'n Food Truck Rally Temporary Use (2026)
7005 S Ballpark Drive

Below are review comments and recommendations for the above-referenced application submitted on February 18, 2026.

Department of City Development

- **Sound level.** The uses and activities of this Temporary Use permit must comply with the maximum sound level of 55 dBA LAeq as measured at the property boundary per Unified Development Ordinance Table 15-3.1107(C). Higher sound levels (65 dBA) require approval by the Common Council, the Plan Commission may refer your sound level request to the Common Council.

Health Services Department

- All food trucks operating at this event must hold a current Mobile Retail Food License from DATCP or a DATCP agent. Organizers of Food Truck Rally will provide the Franklin Health Department (FHD) with a list of vendors that will be attending this event. License information will be verified by FHD prior to operating. Vendors must submit an application for inspection and applicable fees to the FHD at least 48 hours prior to the event date. Inspections will be conducted per the Franklin Health Department Policy and Procedures. All Wisconsin Food Code requirements must be met by all licensed establishments participating.

Police Department

- The PD has no comments or concerns.

Engineering Department

- Engineering has no comment on the applicant's Temp Use request

Inspection Services Department

- Inspection Services has no comments on the proposal at this time.

TEMPORARY USE APPLICATION
UMBRELLA BAR – BALLPARK COMMONS
7005 S BALLPARK DRIVE

PROJECT NARRATIVE

Ballpark Commons will be hosting food truck events this summer on the dates listed below. Site plans and overall layouts will be the same for each event. Food trucks and/or vendors will be limited to a maximum of 10 participants and each will be entirely self-contained and legally licensed from an authorized state or city agency. At each event, we will utilize existing beverage infrastructure. Additionally, some trucks/vendors will be allowed to sell non-alcoholic beverages.

Rock'n Food Truck Rally – Series

Event Runtime and Attendance: 5:00pm-9:00pm

Details: Maximum 10 food trucks will be parked within the event zone selling food and non-alcoholic beverages.

Site Plan: Food Trucks/Vendors will only be allowed to set up within the event zone shown below.

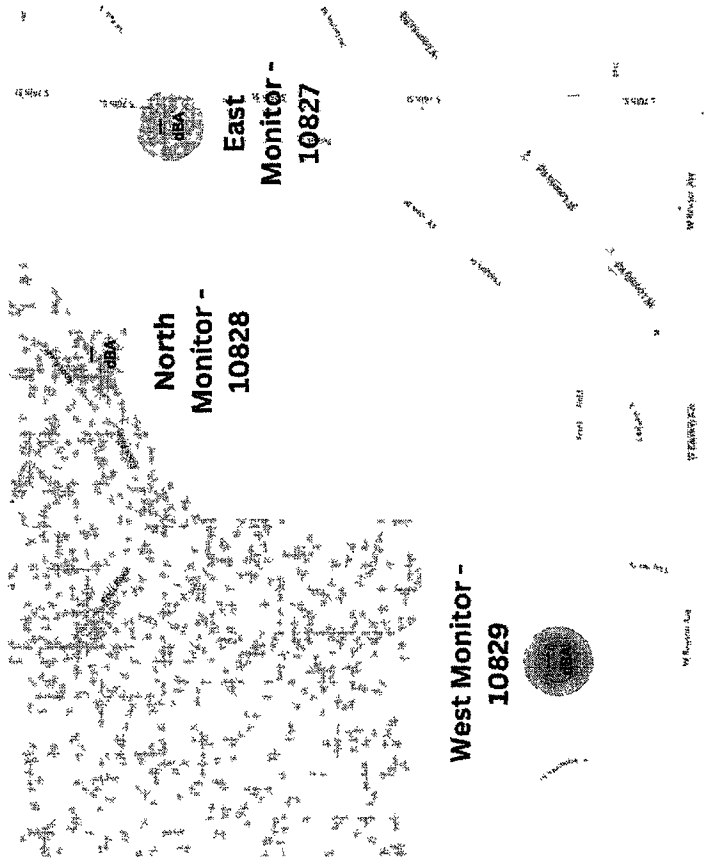
Dates: Every Thursday starting on May 28, 2028 and ending on October 29, 2026.

Decibel level maximum:

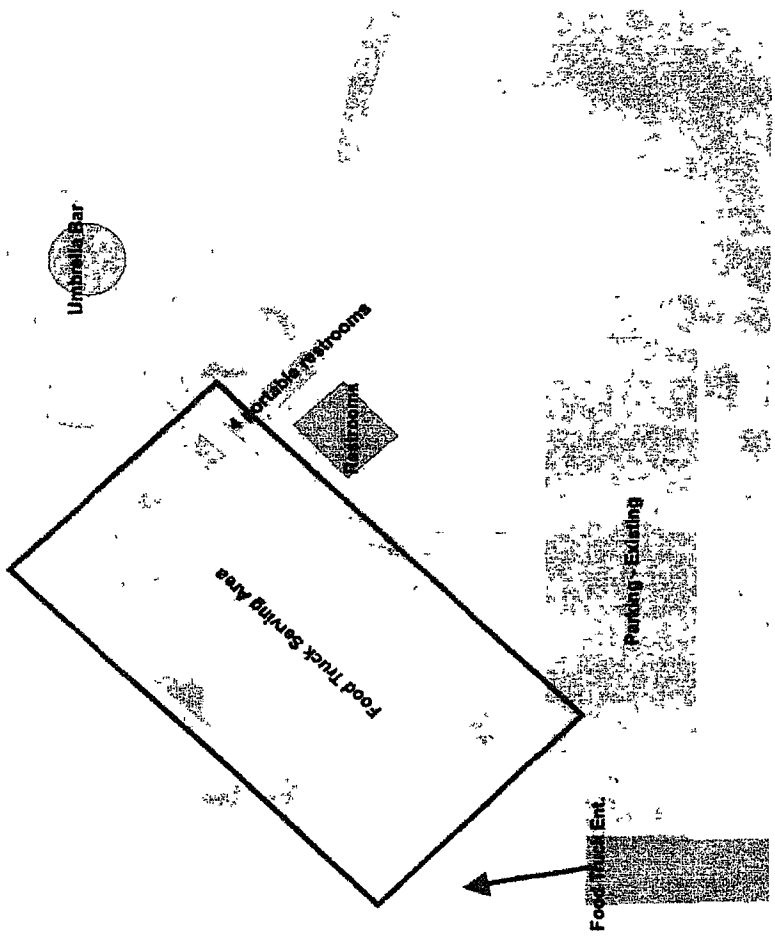
- North Monitor – 65DB
- West Monitor – 65DB
- East Monitor – 65DB
- Per our PDD we request a correction period. For this event we propose a 15-minute correction period.



Ballpark Commons 2026 event permit – REQUESTED DB levels



BALLPARK COMMONS 2026 EVENT PERMIT DB LEVEL REQUEST				
EVENT	NORTH MONITOR	EAST MONITOR	WEST MONITOR	
UMBRELLA BAR - SUMMER CONCERT SERIES	65DB	65DB	65DB	
FRANKLIN FIELD - MILWAUKEE MILKMEN GAMES	65DB	65DB	65DB	
THE HILL HAS EYES	69DB	60DB	60DB	
FRANKLIN FIELD - TACOS & TEQUILA / COUNTRY RISING MUSIC FESTIVAL	79DB	79DB	79DB	



APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/8/2026
Reports & Recommendations	MMSD OAK CREEK SOUTHWEST METROPOLITAN INTERCEPTOR SEWER EXTENSION PROJECT PRESENTATION	ITEM NO. B.6. District # 4

BACKGROUND

Milwaukee Metropolitan Sewerage District (MMSD) owns and maintains a system of metropolitan interceptor sewers (MIS) to receive and convey sanitary sewage from member communities including Franklin, Oak Creek, and Caledonia. Raymond is in the early stages of also becoming a member community.

There is a MIS that extends south on S. 27th Street to W. Oakwood Road. MMSD is proposing to extend the MIS further south on S. 27th St. to South County Line Road.

Drew Hrobar from MMSD is here to present to the Common Council the background of the project and provide a wide overview of how this project will help benefit not only neighboring communities, but also the City of Franklin.

This presentation is for information purposes only, therefore, no council action is required.



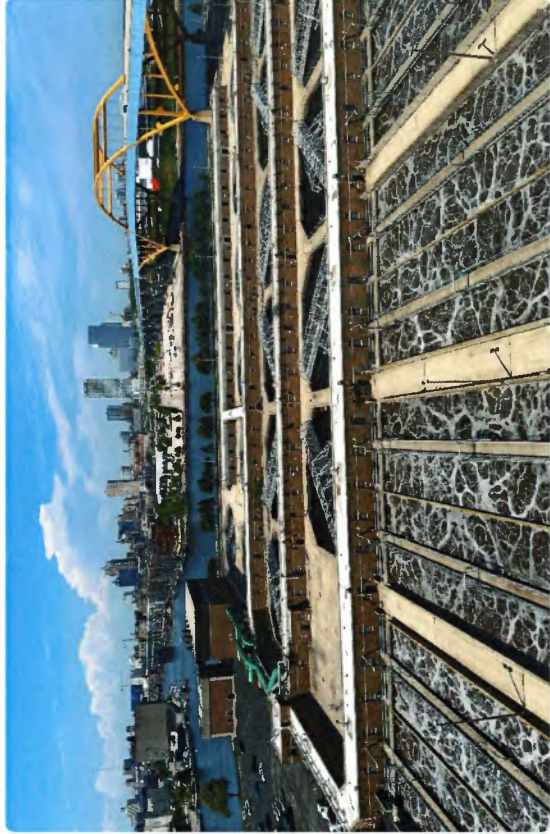
Oak Creek Southwest Metropolitan Interceptor Sewer Extension Project

April 8, 2026



Background

WHAT DOES MMSD DO?



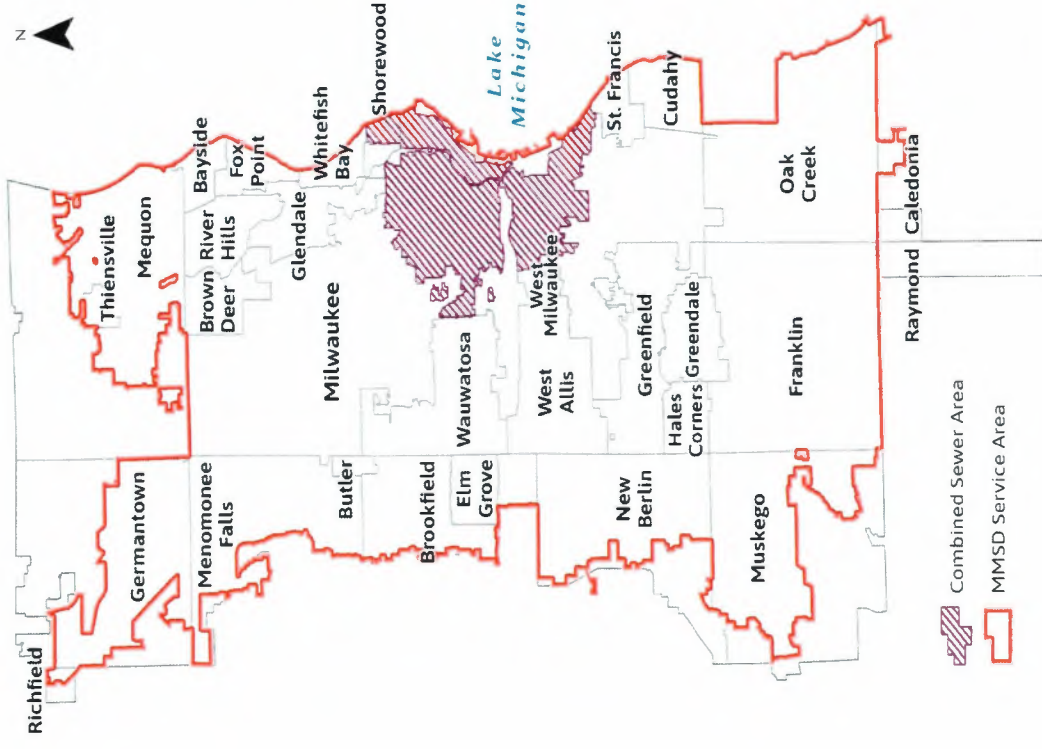
Water Reclamation



Flood Management

WHO DOES MMSD SERVE?

- Over 1 Million Customers
- 29 Municipalities
- 423 Square Mile Planning Area



Metropolitan Interceptor Sewer (MIS)

- Takes flow from more than one municipality
- Municipalities responsible for local sewers and connections

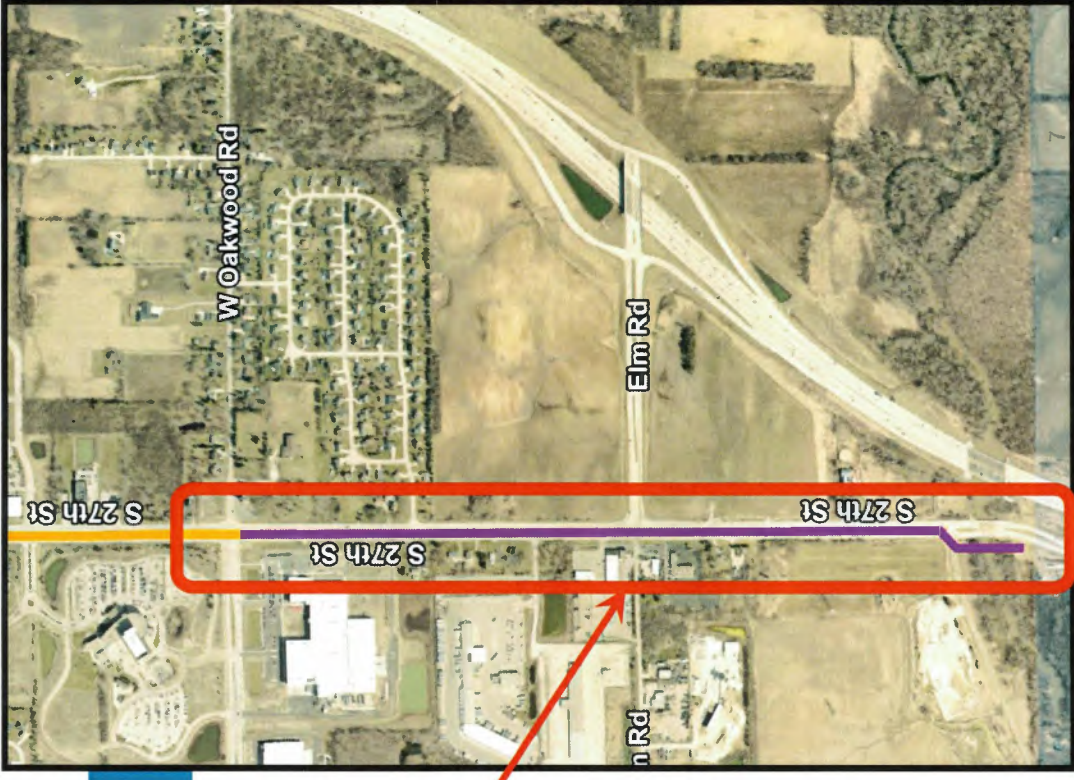


Project Purpose and Goals

Project Location and Purpose

- 27th Street – Oakwood Rd to County Line
- Extension of Existing Sewer
- Serves:
 - City of Oak Creek
 - City of Franklin
 - Village of Raymond
 - Village of Caledonia

Project Location



Project Timeline

2014

- Municipalities Requested a Sewer Extension

2021

- Proposed Extension included in MMSD 2050 Facilities Plan

2023

- Design Began

2025

- Design completion

2026

- Construction Start

2027

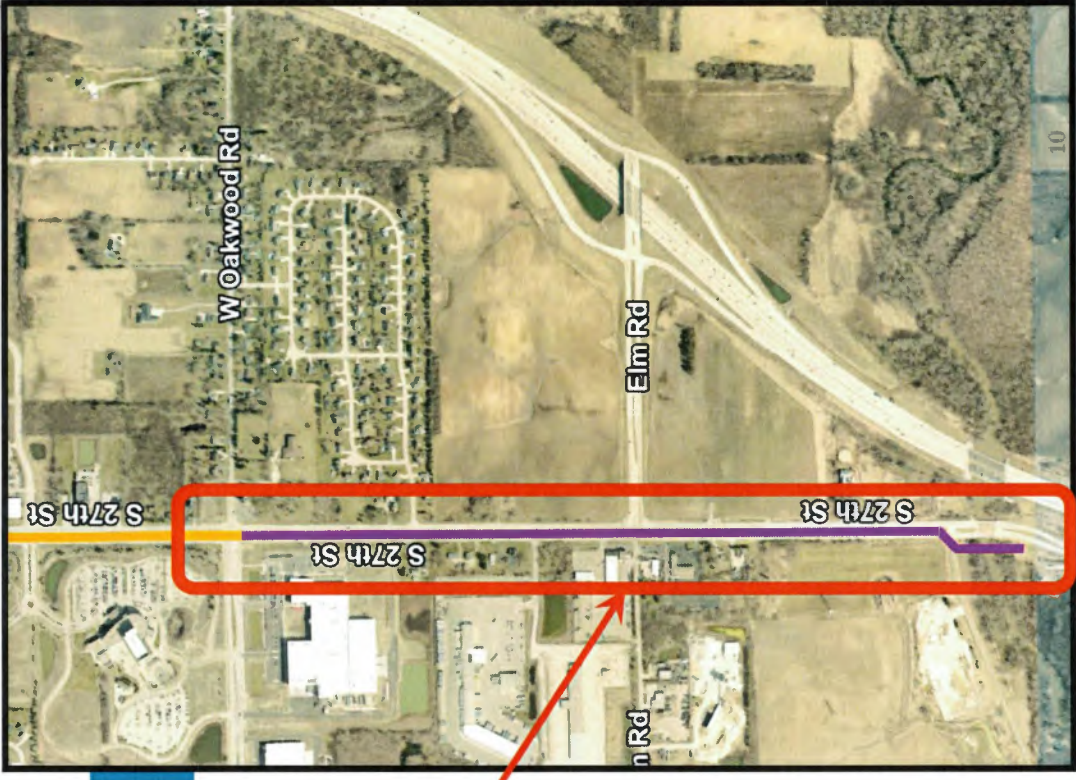
- Anticipated Construction Completion

Construction Methodology

Project Overview

- 1 mile long
- North end - 85 feet deep
- South end - 20 feet deep
- Crosses the Root River
- Tunneled 60-inch casing
- 24-inch sewer pipe

**Project
Location**



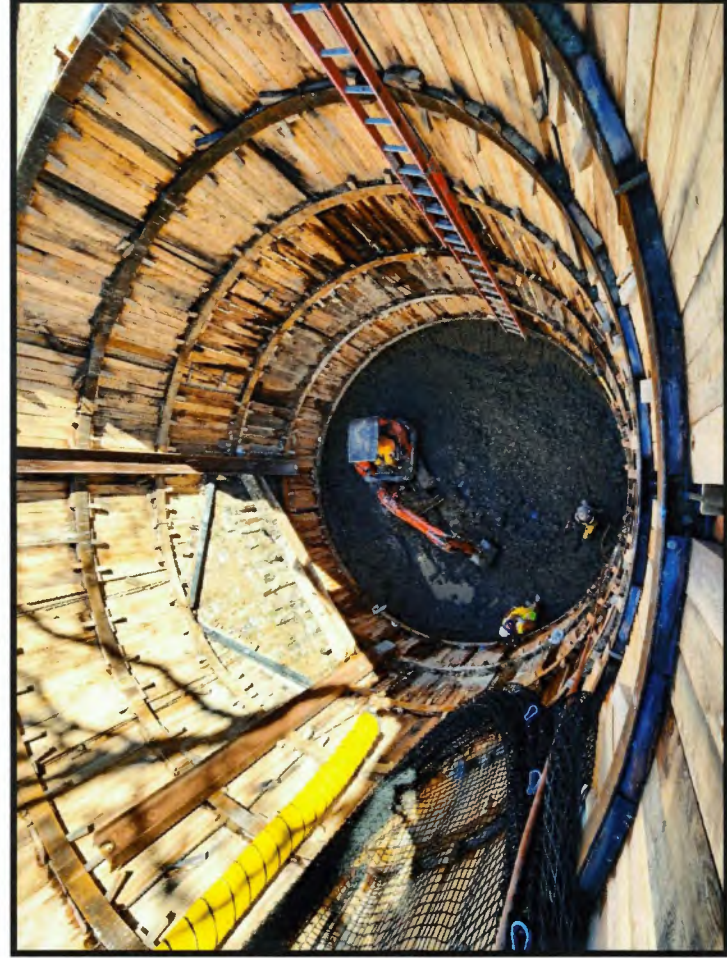
Project Overview

- City of Franklin and the City of Oak Creek connections at the time of construction
- Village of Caledonia and the Village of Raymond will connect in the future

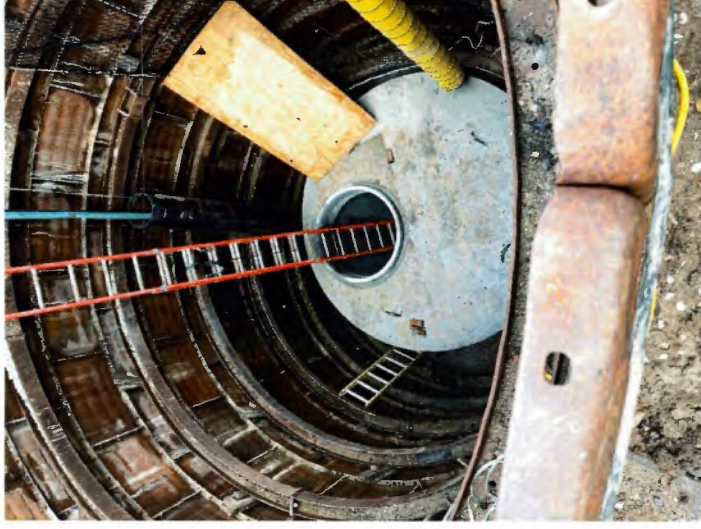
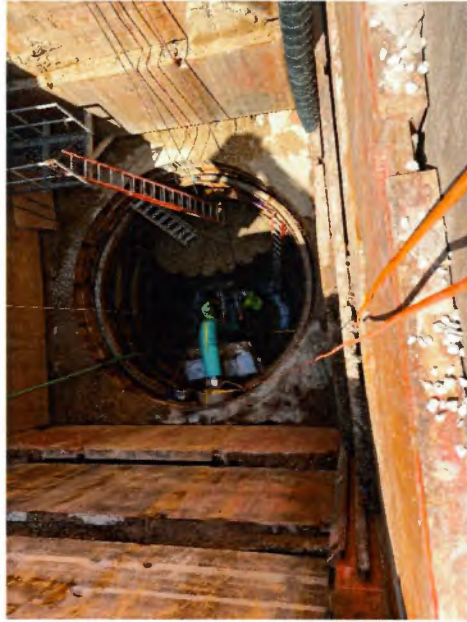
Project
Location



Tunneling Method



Shafts



Tunnel Boring Machine

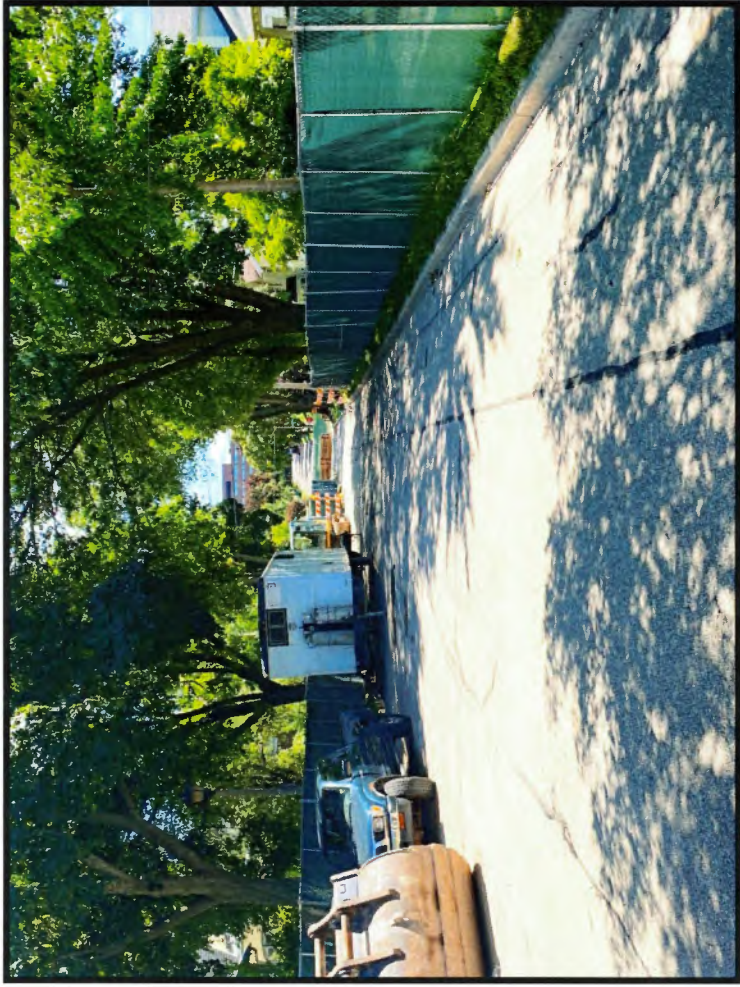


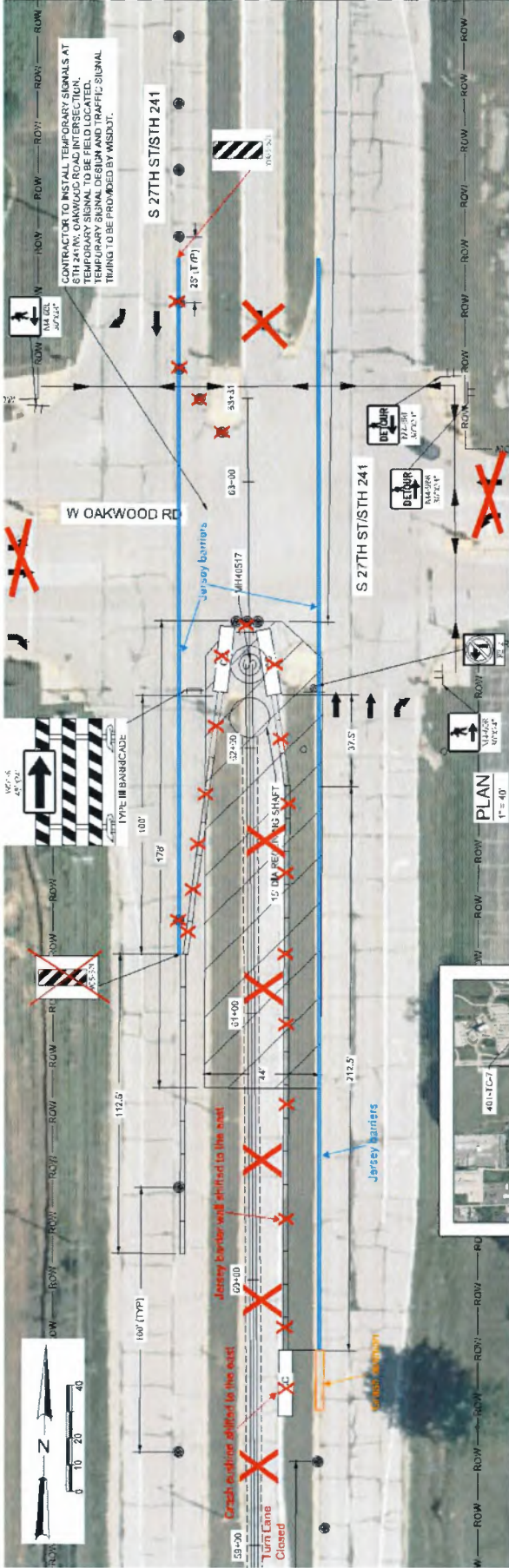
Staging Areas



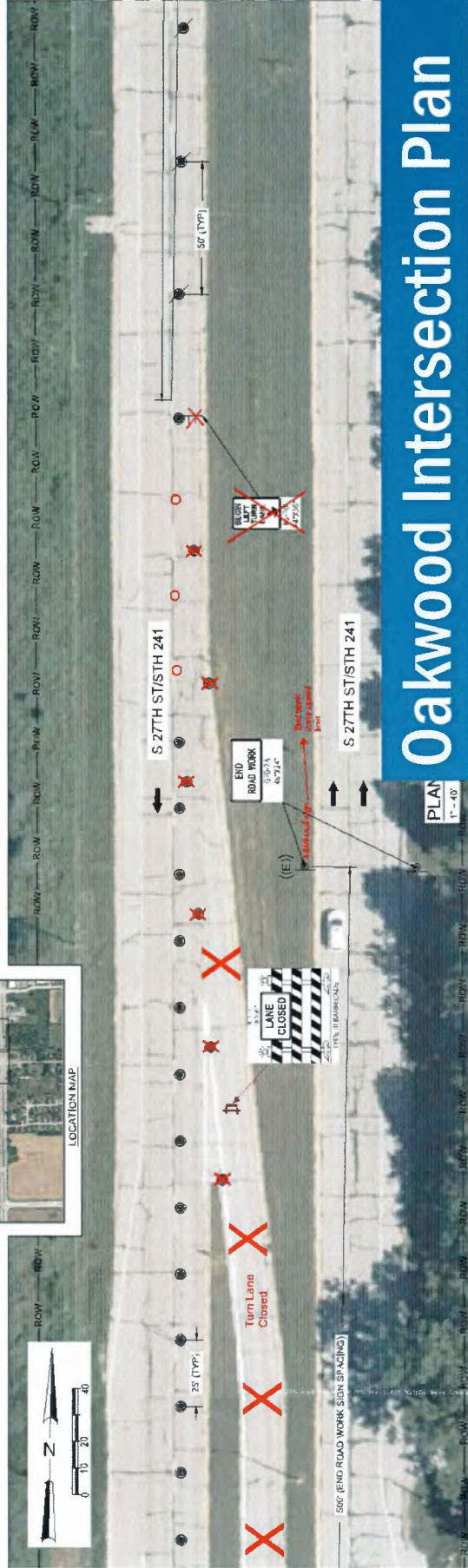
Road Closures

During Construction





MATCH LINE SEE 401-TC-6



MATCH LINE SEE 401-TC-8

Oakwood Intersection Plan

County Line Road Plan

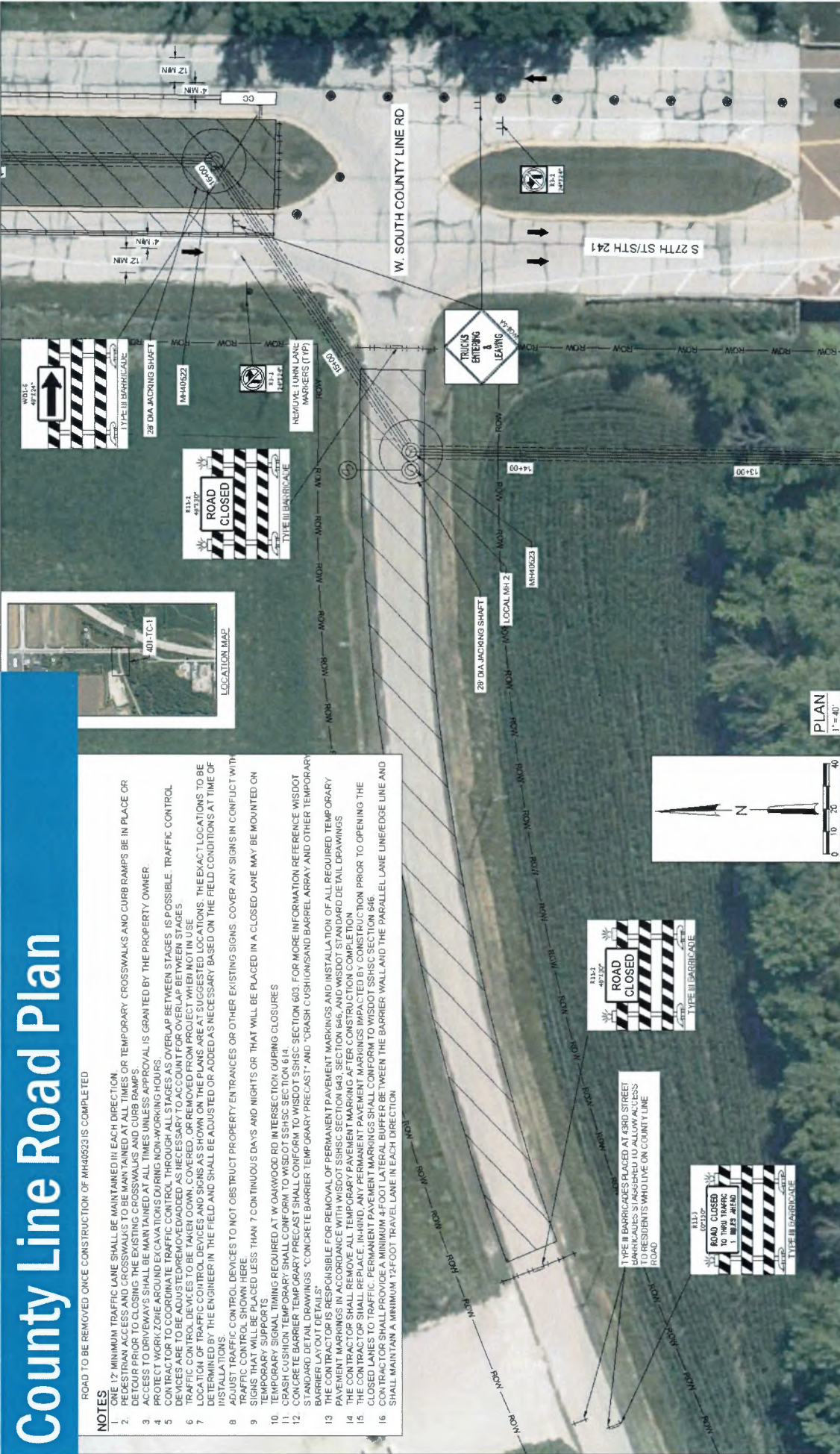
ROAD TO BE REMOVED ONCE CONSTRUCTION OF MH40523 IS COMPLETED

NOTES

- ONE (1) MINIMUM TRAFFIC LANE SHALL BE MAINTAINED IN EACH DIRECTION THROUGHOUT THE CONSTRUCTION PERIOD.
- DETERMINE THE BEST METHOD TO MAINTAIN EXISTING CROSSWALKS AND CURB RAMPS. PRIOR TO CLOSING THE EXISTING CROSSWALKS AND CURB RAMPS, APPROVAL IS GRANTED BY THE PROPERTY OWNER.
- ACCESS TO DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES UNLESS APPROVAL IS GRANTED BY THE PROPERTY OWNER.
- PROTECT WORK ZONE AROUND EXCAVATIONS DURING NON-WORKING HOURS.
- CONTRACTOR TO COORDINATE TRAFFIC CONTROL THROUGH ALL STAGES AS OVERLAP BETWEEN STAGES IS POSSIBLE. TRAFFIC CONTROL DEVICES ARE TO BE ADJUSTED/REMOVED/ADDED AS NECESSARY TO ACCOUNT FOR OVERLAP BETWEEN STAGES.
- TRAFFIC CONTROL DEVICES TO BE TAKEN DOWN, COVERED, OR REMOVED FROM PROJECT WHEN NOT IN USE.
- LOCATION OF TRAFFIC CONTROL DEVICES AND SIGNS AS SHOWN ON THE PLANS ARE AT SUGGESTED LOCATIONS. THE EXACT LOCATIONS TO BE DETERMINED BY THE ENGINEER IN THE FIELD AND SHALL BE ADJUSTED OR ADDED AS NECESSARY BASED ON THE FIELD CONDITIONS AT TIME OF INSTALLATIONS.
- CONTROL DEVICES TO NOT OBSTRUCT PROPERTY ENTRANCES OR OTHER EXISTING SIGNS. COVER ANY SIGNS IN CONFLICT WITH TRAFFIC CONTROL SHOWN HERE.
- SIGNS THAT WILL BE PLACED LESS THAN 7 CONTINUOUS DAYS AND NIGHTS OR THAT WILL BE PLACED IN A CLOSED LANE MAY BE MOUNTED ON TEMPORARY SUPPORTS.
- TEMPORARY SIGNAL TIMING REQUIRED AT W OAKWOOD RD INTERSECTION DURING CLOSURES.
- CRASH CUSHION TEMPORARY PRECAST SHALL CONFORM TO WISDOT SSHSC SECTION 603. FOR MORE INFORMATION REFERENCE WISDOT STANDARD DETAIL DRAWINGS "CONCRETE BARRIER TEMPORARY PRECAST" AND "CRASH CUSHION AND BARREL ARRAY AND OTHER TEMPORARY BARRIER LAYOUT DETAILS".
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF PERMANENT PAVEMENT MARKINGS AND INSTALLATION OF ALL REQUIRED TEMPORARY PAVEMENT MARKINGS ACCORDANCE WITH WISDOT SSHSC SECTION 643, SECTION 644, AND WISDOT STANDARD DETAIL DRAWINGS.
- THE CONTRACTOR SHALL REMOVE ALL TEMPORARY PAVEMENT MARKING AFTER CONSTRUCTION COMPLETION.
- THE CONTRACTOR SHALL REPLACE, IN-HAND, ANY PERMANENT PAVEMENT MARKINGS IMPACTED BY CONSTRUCTION PRIOR TO OPENING THE CLOSED LANES TO TRAFFIC. PERMANENT PAVEMENT MARKINGS SHALL CONFORM TO WISDOT SSHSC SECTION 646.
- CONTRACTOR SHALL PROVIDE A MINIMUM 4-FOOT LATERAL BUFFER BETWEEN THE BARRIER WALL AND THE PARALLEL LANE LINE/EDGE LINE AND SHALL MAINTAIN A MINIMUM 12-FOOT TRAVEL LANE IN EACH DIRECTION.



LOCATION MAP



PLAN
1" = 40'



For more information
about the Franklin/Oak Creek
Sewer Extension Project, visit
mmsd.com/Franklin-OakCreek,
or scan the QR Code.

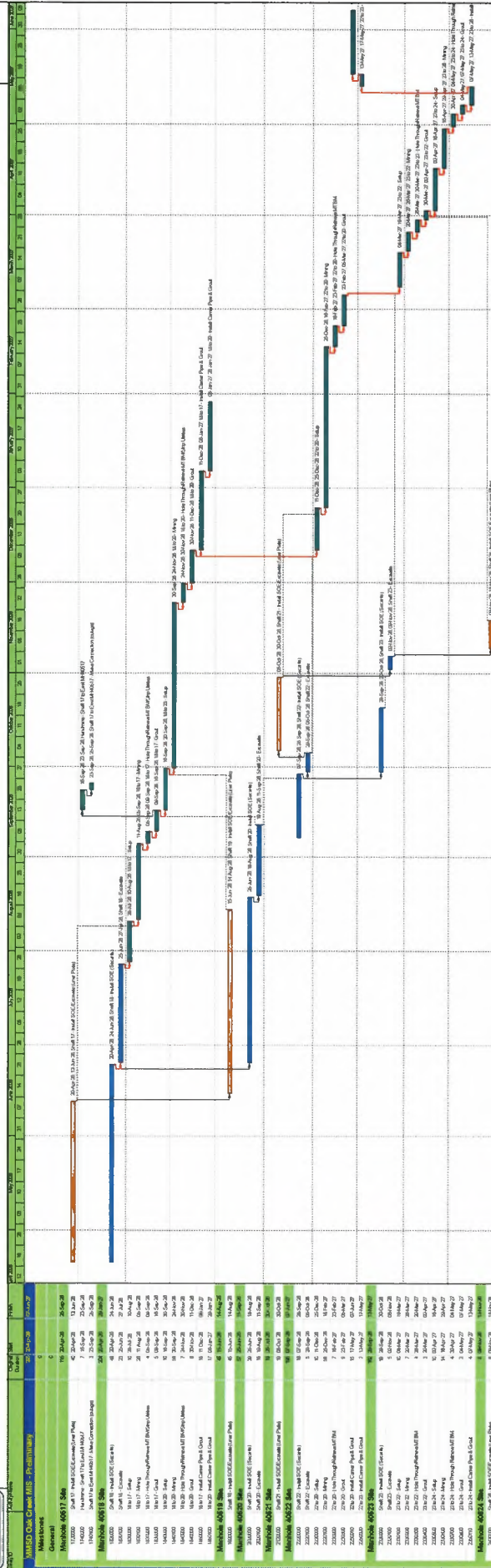


Thank You!



MMSD Oak Creek Southwest MIS - Shaft/Tunnel Sequencing

V02 (3/31/2026)



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/8/2026
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AWARD THE 2026 LOCAL STREET IMPROVEMENT PROGRAM TO THE LOWEST BIDDER, PAYNE AND DOLAN INC. IN THE AMOUNT OF \$2,982,752.26	ITEM NUMBER B.7, District # 1,3,4, &6

BACKGROUND

The City of Franklin sought bids for the 2026 Local Street Improvement Program as part of their annual requirement to maintain and repair failing roadway sections throughout the City.

ANALYSIS

The bid form was separated into four sections, the Base Bid, Mandatory Alternate Bid No. 1, Mandatory Alternate Bid No. 2, Mandatory Alternate Bid No. 3, and Mandatory Alternate Bid No. 4. Three bids were received on March 12, 2026, for the 2026 Local Street Improvement Program. Below are the bids received showing the Base Bid plus Mandatory Alternate Bids No. 1, 2, 3, and 4 (bid tab is included in the packet):

- Base Bid= S. Tifton Dr., W. Jodi Pl., S. 38th St., W. Madison Blvd., and W. Minnesota Ave.
- Mandatory Alternate Bid No. 1= W. Southwood Dr.
- Mandatory Alternate Bid No. 2= W. Briarwood Dr.
- Mandatory Alternate Bid No. 3= S. Chapel Hill Dr.
- Mandatory Alternate Bid No. 4= City of Franklin Department of Public Works Yard (Asphalt patching)

	Base Bid plus Mandatory Alt. Bid No. 1, 2, 3, & 4
<i>Engineer's Estimate</i>	<i>\$4,200,000.00</i>
Payne and Dolan, Inc.	\$2,982,752.26
LaLonde Contractors, Inc.	\$3,055,773.82
Zignego Company, Inc.	\$3,430,003.40

Following the bid opening on March 12, 2026, Payne and Dolan, Inc. emerged as the lowest responsible bidder.

The City staff recommends awarding the Base Bid (\$1,568,792.46) plus the Mandatory Alternate Bids No. 1 (\$424,955.96), 2 (\$290,212.50), 3 (\$291,598.00), and 4 (\$562,026.00) for a total of \$2,982,752.26, given that the price has come in competitively and below budget.

Prequalification reviews confirm Payne and Dolan, Inc. is capable to meet project requirements.

FISCAL NOTE

The adopted 2026 budget for the Local Street Improvement Program is \$2,560,000. With the inclusion of carryover funding from the 2025 Local Street Improvement Program, the total available budget for 2026 is \$3,060,000. The proposed award is within this combined budget and remains in full compliance with available funding.

RECOMMENDATION

Staff recommends that the Council authorize the awarding of the 2026 Local Street Improvement Program to Payne and Dolan, Inc. for the base bid plus mandatory alternate bid no. 1, 2, 3, and 4 in the amount of \$2,982,752.26.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2026 - _____, a resolution to award the 2026 Local Street Improvement Program to Payne and Dolan Inc. in the amount of \$2,982,752.26.

DOA – KH; Engineering – MNP; S&W – GEB; DPW - KS

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- _____

A RESOLUTION TO AWARD
THE 2026 LOCAL STREET IMPROVEMENT PROGRAM
TO PAYNE AND DOLAN, INC., IN THE AMOUNT OF \$2,982,752.26

WHEREAS, the City of Franklin advertised and solicited bids for the 2026 Local Street Improvement Program; and

WHEREAS, three bids were received on March 12, 2026 and Payne and Dolan, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, Payne and Dolan, Inc. is a qualified contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the 2026 Local Street Improvement Program in the amount of \$2,982,752.26 to Payne and Dolan, Inc..

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2026 Local Street Improvement Program to Payne and Dolan, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Payne and Dolan, Inc. on behalf of the City.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

2026 Local Street Improvement Program (#10075368)

Owner: Franklin, City of
 Solicitor: Franklin, City of
 03/12/2026 09:30 AM CDT

Section Title	Line Item	Item Description	UoM	Quantity	Payme & Dolan, Inc. Unit Price	Extension	LaLonde Contractors, Inc. Unit Price	Extension	Zignego Company, Inc. Unit Price	Extension
1- Tifton Drive	1	Traffic Control	LS	1	\$12,400.00	\$12,400.00	\$63,624.74	\$63,624.74	\$104,486.00	\$104,486.00
	2	Erosion Control	LS	1	\$500.00	\$500.00	\$300.00	\$300.00	\$300.00	\$300.00
	3	Remove Existing Concrete Pavement	SY	4300	\$5.99	\$25,757.00	\$7.85	\$33,755.00	\$7.00	\$30,100.00
	4	Remove Existing Asphalt Pavement	SY	2200	\$3.75	\$8,250.00	\$4.63	\$10,186.00	\$7.00	\$15,400.00
	5	Cement Stabilization	SY	6500	\$10.68	\$69,420.00	\$10.95	\$71,175.00	\$10.65	\$69,225.00
	6	Base Aggregate Limestone 1-1/4"	TON	400	\$17.85	\$7,140.00	\$31.48	\$12,592.00	\$31.00	\$12,400.00
	7	HMA 4-Inch (3 LT 58-28 S)	TON	1650	\$56.45	\$93,142.50	\$57.05	\$94,132.50	\$57.05	\$94,132.50
	8	HMA 2-Inch (4 LT 58-28 S)	TON	850	\$62.35	\$52,997.50	\$63.35	\$53,847.50	\$63.35	\$53,847.50
	9	Remove and Replace Concrete Curb and Gutter	LF	2800	\$57.09	\$159,852.00	\$49.36	\$138,208.00	\$53.75	\$150,500.00
	10	Rebuild Sanitary Manhole	EA	4	\$1,525.00	\$6,100.00	\$1,525.00	\$6,100.00	\$3,750.00	\$15,000.00
	11	Rebuild Water Valve	EA	7	\$1,450.00	\$10,150.00	\$1,450.00	\$10,150.00	\$2,000.00	\$14,000.00
	12	Adjust Storm Manhole	EA	6	\$775.00	\$4,650.00	\$775.00	\$4,650.00	\$850.00	\$5,100.00
	13	Rebuild Storm Catch Basin	EA	6	\$775.00	\$4,650.00	\$775.00	\$4,650.00	\$2,200.00	\$13,200.00
	14	Adjust Storm Catch Basin	EA	8	\$775.00	\$6,200.00	\$775.00	\$6,200.00	\$750.00	\$6,000.00
	15	New Frame and Grate	EA	3	\$1,150.00	\$3,450.00	\$1,150.00	\$3,450.00	\$2,000.00	\$6,000.00
	16	Construction Staking	LS	1	\$9,425.00	\$9,425.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
	17	Remove and Replace 7&6 Concrete Curb Ramp	SF	250	\$25.80	\$6,450.00	\$17.22	\$4,305.00	\$21.50	\$5,375.00
	18	Curb Ramp Detectable Warning Field Yellow	SF	32	\$32.35	\$1,035.20	\$46.81	\$1,497.92	\$100.00	\$3,200.00
	19	5" Sidewalk Removal and Replacement	SF	500	\$17.71	\$8,855.00	\$16.34	\$8,170.00	\$16.50	\$8,250.00
2- W. Jodi Pl.	20	Traffic Control	LS	1	\$4,100.00	\$4,100.00	\$4,900.00	\$4,900.00	\$11,050.00	\$11,050.00
	21	Erosion Control	LS	1	\$100.00	\$100.00	\$150.00	\$150.00	\$1.00	\$1.00
	22	Remove Existing Concrete Pavement	SY	1500	\$6.42	\$9,630.00	\$8.82	\$13,230.00	\$7.00	\$10,500.00
	23	Cement Stabilization	SY	1500	\$10.60	\$15,900.00	\$11.02	\$16,530.00	\$15.98	\$23,970.00
	24	Base Aggregate Limestone 1-1/4"	TON	100	\$17.85	\$1,785.00	\$31.48	\$3,148.00	\$31.00	\$3,100.00
	25	HMA 4-Inch (3 LT 58-28 S)	TON	400	\$56.45	\$22,580.00	\$57.05	\$22,820.00	\$57.05	\$22,820.00
	26	HMA 2-Inch (4 LT 58-28 S)	TON	200	\$62.35	\$12,470.00	\$63.35	\$12,670.00	\$63.35	\$12,670.00
	27	Remove and Replace Concrete Curb and Gutter	LF	750	\$57.09	\$42,817.50	\$50.82	\$38,115.00	\$49.00	\$36,750.00
	28	Rebuild Sanitary Manhole	EA	3	\$1,525.00	\$4,575.00	\$1,525.00	\$4,575.00	\$3,750.00	\$11,250.00
	29	Rebuild Water Valve	EA	3	\$1,450.00	\$4,350.00	\$1,450.00	\$4,350.00	\$2,000.00	\$6,000.00
	30	Adjust Storm Manhole	EA	1	\$775.00	\$775.00	\$775.00	\$775.00	\$850.00	\$850.00
	31	Construction Staking	LS	1	\$3,775.00	\$3,775.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
S. 38th St.	32	Traffic Control	LS	1	\$8,580.00	\$8,580.00	\$9,580.00	\$9,580.00	\$11,750.00	\$11,750.00
	33	Erosion Control	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
	34	Remove Existing Concrete Pavement	SY	3800	\$5.97	\$22,686.00	\$8.57	\$32,566.00	\$7.00	\$26,600.00

35	Cement Stabilization	SY	3800	\$10.62	\$40,356.00	\$10.97	\$41,686.00	\$11.17	\$42,446.00
36	Base Aggregate Limestone 1-1/4"	TON	250	\$17.85	\$4,462.50	\$31.48	\$7,870.00	\$31.00	\$7,750.00
37	HMA 4-Inch (3 LT 58-28 S)	TON	960	\$56.45	\$54,192.00	\$57.05	\$54,768.00	\$57.05	\$54,768.00
38	HMA 2-Inch (4 LT 58-28 S)	TON	480	\$62.35	\$29,928.00	\$63.35	\$30,408.00	\$63.35	\$30,408.00
39	Remove and Replace Concrete Curb and Gutter	LF	2410	\$57.09	\$137,586.90	\$50.85	\$122,548.50	\$53.75	\$129,537.50
40	Rebuild Sanitary Manhole	EA	4	\$1,525.00	\$6,100.00	\$1,525.00	\$6,100.00	\$3,750.00	\$15,000.00
41	Rebuild Water Valve	EA	7	\$1,450.00	\$10,150.00	\$1,450.00	\$10,150.00	\$2,000.00	\$14,000.00
42	Adjust Storm Manhole	EA	6	\$775.00	\$4,650.00	\$775.00	\$4,650.00	\$850.00	\$5,100.00
43	Rebuild Storm Catch Basin	EA	13	\$775.00	\$10,075.00	\$775.00	\$10,075.00	\$2,200.00	\$28,600.00
44	Adjust Storm Catch Basin	EA	1	\$775.00	\$775.00	\$775.00	\$775.00	\$750.00	\$750.00
45	Construction Staking	LS	1	\$8,130.00	\$8,130.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
46	Traffic Control	LS	1	\$9,065.00	\$9,065.00	\$10,440.00	\$331,848.68	\$15,000.00	\$371,313.50
47	Erosion Control	LS	1	\$150.00	\$150.00	\$100.00	\$100.00	\$11,200.00	\$11,200.00
48	Remove Existing Concrete Pavement	SY	3000	\$6.04	\$18,120.00	\$7.89	\$23,670.00	\$7.00	\$21,000.00
49	Remove Existing Asphalt Pavement	SY	1650	\$3.75	\$6,187.50	\$5.20	\$8,580.00	\$7.00	\$11,550.00
50	Cement Stabilization	SY	4650	\$10.69	\$49,708.50	\$10.96	\$50,964.00	\$10.99	\$51,103.50
51	Base Aggregate Limestone 1-1/4"	TON	300	\$17.85	\$5,355.00	\$31.48	\$9,444.00	\$31.00	\$9,300.00
52	HMA 4-Inch (3 LT 58-28 S)	TON	1200	\$56.45	\$67,740.00	\$57.05	\$68,460.00	\$57.05	\$68,460.00
53	HMA 2-Inch (4 LT 58-28 S)	TON	600	\$62.35	\$37,410.00	\$63.35	\$38,010.00	\$63.35	\$38,010.00
54	Remove and Replace Concrete Curb and Gutter	LF	1800	\$57.54	\$103,572.00	\$50.93	\$91,674.00	\$53.75	\$96,750.00
55	Rebuild Sanitary Manhole	EA	4	\$1,525.00	\$6,100.00	\$1,525.00	\$6,100.00	\$3,750.00	\$15,000.00
56	Rebuild Water Valve	EA	7	\$1,450.00	\$10,150.00	\$1,450.00	\$10,150.00	\$2,000.00	\$14,000.00
57	Adjust Storm Manhole	EA	6	\$775.00	\$4,650.00	\$775.00	\$4,650.00	\$850.00	\$5,100.00
58	Rebuild Storm Catch Basin	EA	5	\$3,875.00	\$19,375.00	\$3,875.00	\$19,375.00	\$11,000.00	\$55,000.00
59	Construction Staking	LS	1	\$7,840.00	\$7,840.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
60	Remove and Replace 7" Concrete Curb Ramp	SF	60	\$25.78	\$1,546.80	\$18.22	\$1,093.20	\$21.50	\$1,290.00
61	Curb Ramp Detectable Warning Field Yellow	SF	8	\$32.35	\$258.80	\$46.81	\$374.48	\$100.00	\$800.00
62	5&6 Sidewalk Removal and Replacement	SF	100	\$19.17	\$1,917.00	\$17.64	\$1,764.00	\$16.50	\$1,650.00
63	Traffic Control	LS	1	\$5,500.00	\$5,500.00	\$4,756.00	\$124,486.10	\$20,000.00	\$159,524.40
64	Erosion Control	LS	1	\$400.00	\$400.00	\$150.00	\$150.00	\$20,000.00	\$20,000.00
65	Remove Existing Concrete Pavement	SY	1410	\$6.47	\$9,122.70	\$8.78	\$12,379.80	\$150.00	\$150.00
66	Cement Stabilization	SY	1410	\$10.69	\$15,072.90	\$11.03	\$15,552.30	\$7.00	\$9,870.00
67	Base Aggregate Limestone 1-1/4"	TON	100	\$17.85	\$1,785.00	\$31.48	\$3,148.00	\$16.49	\$23,250.90
68	HMA 4-Inch (3 LT 58-28 S)	TON	360	\$56.45	\$20,322.00	\$57.05	\$20,538.00	\$31.00	\$3,100.00
69	HMA 2-Inch (4 LT 58-28 S)	TON	180	\$62.35	\$11,223.00	\$63.35	\$11,403.00	\$57.05	\$20,538.00
70	Remove and Replace Concrete Curb and Gutter	LF	950	\$57.09	\$54,235.50	\$51.22	\$48,659.00	\$63.35	\$11,403.00
71	Rebuild Sanitary Manhole	EA	1	\$1,525.00	\$1,525.00	\$1,525.00	\$1,525.00	\$53.75	\$51,062.50
72	Rebuild Storm Manhole	EA	2	\$775.00	\$1,550.00	\$775.00	\$1,550.00	\$3,750.00	\$3,750.00
73	Rebuild Storm Catch Basin	EA	3	\$775.00	\$2,325.00	\$775.00	\$2,325.00	\$2,200.00	\$4,400.00
74	Construction Staking	LS	1	\$5,800.00	\$5,800.00	\$2,500.00	\$2,500.00	\$2,200.00	\$6,600.00
75	Traffic Control	LS	1	\$11,000.00	\$11,000.00	\$13,980.00	\$434,389.86	\$5,400.00	\$5,400.00
									\$488,075.00
									\$6,750.00

W. Madison Blvd.

W. Minnesota Ave.

W. Southwood Dr.

76	Erosion Control	LS	1	\$850.00	\$850.00	\$200.00	\$200.00	\$200.00	\$200.00
77	Remove Existing Asphalt Pavement	SY	6550	\$3.23	\$21,156.50	\$5.35	\$35,042.50	\$7.00	\$45,850.00
78	Cement Stabilization	SY	6550	\$11.90	\$77,945.00	\$12.25	\$80,237.50	\$10.65	\$69,757.50
79	Base Aggregate Limestone 1-1/4"	TON	400	\$17.85	\$7,140.00	\$34.18	\$13,672.00	\$31.00	\$12,400.00
80	HMA 4-inch (3 LT 58-28 S)	TON	1700	\$58.50	\$99,450.00	\$59.10	\$100,470.00	\$59.10	\$100,470.00
81	HMA 2-inch (4 LT 58-28 S)	TON	850	\$63.60	\$54,060.00	\$64.60	\$54,910.00	\$64.60	\$54,910.00
82	Remove and Replace Concrete Curb and Gutter	LF	1310	\$59.38	\$77,787.80	\$51.87	\$67,949.70	\$53.75	\$70,412.50
83	Rebuild Sanitary Manhole	EA	9	\$1,525.00	\$13,725.00	\$1,525.00	\$13,725.00	\$3,750.00	\$33,750.00
84	Rebuild Water Valve	EA	10	\$1,450.00	\$14,500.00	\$1,450.00	\$14,500.00	\$2,000.00	\$20,000.00
85	Adjust Storm Manhole	EA	10	\$775.00	\$7,750.00	\$775.00	\$7,750.00	\$850.00	\$8,500.00
86	Rebuild Storm Catch Basin	EA	15	\$775.00	\$11,625.00	\$775.00	\$11,625.00	\$2,200.00	\$33,000.00
87	Adjust Storm Catch Basin	EA	3	\$755.00	\$2,265.00	\$775.00	\$2,325.00	\$750.00	\$2,250.00
88	Construction Staking	LS	1	\$8,710.00	\$8,710.00	\$4,000.00	\$4,000.00	\$13,000.00	\$13,000.00
89	Remove and Replace 7" Concrete Curb Ramp	SF	250	\$26.73	\$6,682.50	\$17.14	\$4,285.00	\$21.50	\$5,375.00
90	Curb Ramp Detectable Warning Field Yellow	SF	32	\$32.63	\$1,044.16	\$48.38	\$1,548.16	\$100.00	\$3,200.00
91	5' Sidewalk Removal and Replacement	SF	500	\$18.53	\$9,265.00	\$16.34	\$8,170.00	\$16.50	\$8,250.00
					\$290,212.50		\$293,700.72		\$326,189.00
92	Traffic Control	LS	1	\$8,500.00	\$8,900.00	\$9,630.00	\$9,630.00	\$2,000.00	\$2,000.00
93	Erosion Control	LS	1	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
94	Remove Existing Asphalt Pavement	SY	4300	\$3.37	\$14,491.00	\$5.56	\$23,908.00	\$7.00	\$30,100.00
95	Cement Stabilization	SY	4300	\$11.92	\$51,256.00	\$12.26	\$52,718.00	\$11.23	\$48,289.00
96	Base Aggregate Limestone 1-1/4"	TON	260	\$17.85	\$4,641.00	\$34.28	\$8,912.80	\$31.00	\$8,060.00
97	HMA 4-inch (3 LT 58-28 S)	TON	1100	\$58.50	\$64,350.00	\$59.10	\$65,010.00	\$59.10	\$65,010.00
98	HMA 2-inch (4 LT 58-28 S)	TON	550	\$63.60	\$34,980.00	\$64.60	\$35,530.00	\$64.60	\$35,530.00
99	Remove and Replace Concrete Curb and Gutter	LF	1060	\$59.03	\$62,571.80	\$51.15	\$54,219.00	\$53.75	\$56,975.00
100	Rebuild Sanitary Manhole	EA	4	\$1,525.00	\$6,100.00	\$1,525.00	\$6,100.00	\$3,750.00	\$15,000.00
101	Rebuild Water Valve	EA	8	\$1,450.00	\$11,600.00	\$1,450.00	\$11,600.00	\$2,000.00	\$16,000.00
102	Adjust Storm Manhole	EA	3	\$775.00	\$2,325.00	\$775.00	\$2,325.00	\$850.00	\$2,550.00
103	Rebuild Storm Catch Basin	EA	5	\$775.00	\$3,875.00	\$775.00	\$3,875.00	\$2,200.00	\$11,000.00
104	Adjust Storm Catch Basin	EA	2	\$775.00	\$1,550.00	\$775.00	\$1,550.00	\$750.00	\$1,500.00
105	Construction Staking	LS	1	\$6,240.00	\$6,240.00	\$4,000.00	\$4,000.00	\$17,000.00	\$17,000.00
106	Remove and Replace 7" Concrete Curb Ramp	SF	250	\$26.73	\$6,682.50	\$17.22	\$4,305.00	\$21.50	\$5,375.00
107	Curb Ramp Detectable Warning Field Yellow	SF	32	\$32.35	\$1,035.20	\$46.81	\$1,497.92	\$100.00	\$3,200.00
108	5' Sidewalk Removal and Replacement	SF	500	\$18.53	\$9,265.00	\$16.34	\$8,170.00	\$16.50	\$8,250.00
					\$291,598.00		\$299,016.30		\$327,802.50
109	Traffic Control	LS	1	\$10,500.00	\$10,500.00	\$11,250.00	\$11,250.00	\$14,250.00	\$14,250.00
110	Erosion Control	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$200.00	\$200.00
111	Remove Existing Asphalt Pavement	SY	5000	\$3.77	\$18,850.00	\$5.65	\$28,250.00	\$7.00	\$35,000.00
112	Cement Stabilization	SY	5000	\$12.80	\$64,000.00	\$13.16	\$65,800.00	\$10.78	\$53,900.00
113	Base Aggregate Limestone 1-1/4"	TON	310	\$17.85	\$5,533.50	\$31.68	\$9,820.80	\$31.00	\$9,610.00
114	HMA 4-inch (3 LT 58-28 S)	TON	1300	\$58.50	\$76,050.00	\$59.10	\$76,830.00	\$59.10	\$76,830.00
115	Remove and Replace Concrete Curb and Gutter	LF	1350	\$59.97	\$80,959.50	\$51.03	\$68,890.50	\$53.75	\$72,562.50
116	Rebuild Sanitary Manhole	EA	5	\$1,525.00	\$7,625.00	\$1,525.00	\$7,625.00	\$3,750.00	\$18,750.00
117	Adjust Storm Manhole	EA	4	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$850.00	\$3,400.00

W. Brianwood Dr

S. Chapel Hill Dr.

118	Rebuild Storm Catch Basin	EA	4	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$2,200.00	\$8,800.00
119	Adjust Storm Catch Basin	EA	6	\$775.00	\$4,650.00	\$775.00	\$4,650.00	\$750.00	\$4,500.00
120	New Catch Basin Frame and Grate	EA	10	\$1,150.00	\$11,500.00	\$1,150.00	\$11,500.00	\$2,000.00	\$20,000.00
121	Construction Staking	LS	1	\$5,230.00	\$5,230.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
				\$562,026.00	\$562,026.00	\$584,899.00	\$584,899.00	\$604,412.50	\$604,412.50
122	Remove Existing Asphalt Pavement	SY	3200	\$5.65	\$18,240.00	\$5.70	\$18,240.00	\$7.00	\$22,400.00
123	Remove Existing Concrete Pavement	SY	550	\$15.80	\$8,690.00	\$13.74	\$7,557.00	\$7.00	\$3,850.00
124	Common Excavation	CY	3000	\$28.78	\$86,340.00	\$35.01	\$105,030.00	\$29.00	\$87,000.00
125	1-1/4" Dense Aggregate	TON	6000	\$20.75	\$124,500.00	\$23.77	\$142,620.00	\$31.00	\$186,000.00
126	HMA 4-inch (3 MT 58-28 H)	TON	2500	\$68.85	\$172,125.00	\$62.55	\$156,375.00	\$62.55	\$156,375.00
127	HMA 2-inch (4 MT 58-28 H)	TON	1250	\$74.15	\$92,687.50	\$87.59	\$109,487.50	\$74.15	\$92,687.50
128	8-inch Concrete Pavement	SY	550	\$108.37	\$59,603.50	\$82.89	\$45,589.50	\$102.00	\$56,100.00

DPW Site

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 8, 2026
Reports & Recommendations	<p>A Resolution Authorizing the Installation of a Fence Within the 20-foot Storm Drainage Easement Upon Lot 6 of the Tess Creek Estates located in a part of the Northeast 1/4 of Southeast ¼ of Section 7, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin</p> <p>(11415 W Tess Creek St.) (TKN 751 1006 000) (Estefania Mora Hurtado, Applicant)</p>	<p>ITEM NO. Ald. Dist. 6</p> <p><i>H. 8.</i></p>

BACKGROUND

Staff received a request to install a 6-foot vinyl privacy fence within the 20-foot Storm Drainage Easement at 11415 W Tess Creek St. The fence will be installed roughly 5’ east of the west property line.

The proposed fence will be encroaching the said storm drainage easement on 11415 W Tess Creek St: See Exhibit C.

ANALYSIS

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

The resolution provides that:

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

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Resolution 2026-_____ a resolution to authorize the installation of a fence within the 20-foot Storm Drainage Easement, upon Lot 6 of the Tess Creek Estates subdivision (11415 W Tess Creek St.) (TKN: 751 1006 000) (Estefania Mora Hurtado, applicant).

Engineering: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-
FOOT STORM SEWER DRAINAGE EASEMENT UPON LOT 6 OF TESS CREEK
ESTATES SUBDIVISION.

(11415 W TESS CREEK ST) (TKN: 751 1006 000) (ESTEFANIA MORA HURTADO,
APPLICANT)

WHEREAS, the Tess Creek Estates Subdivision Plat prohibits the building of structures within a storm drainage easement, described thereon; and

WHEREAS, Estefania Mora Hurtado, property owner, having applied for an installation of a 6-foot vinyl privacy fence, located at 11415 W. Tess Creek St., zoned R-MF, bearing Tax Key No. 751 1006 000, more particularly described as follows:

LOT 6 OF TESS CREEK ESTATES, BEING A PARCEL OF PARTS OF THE NE 1/4 OF THE SE ¼ OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN;

and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Estefania Mora Hurtado, on April 8, 2026 be and the same is hereby authorized and approved and that the "Storm

RESOLUTION NO. 2026-_____

Page 2

Drainage Easement” restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

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

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

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Exhibit A
Acceptance

The undersigned, Estefania Mora Hurtado, applicants of the property located at 11415 W Tess Clark Street, Franklin, Wisconsin 53132, Tax Key No. 751 1006 000, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. 2026-____, and that in consideration of the making of such grant to allow the installation of a fence within the public storm sewer easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. 2026-____, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the 3 day of April, 2026.

Property owner

By: Estefania Mora Hurtado



By: _____

State of Wisconsin)
 :SS
County of Milwaukee

I CERTIFY that this document was signed and acknowledged before me on April 3, 2026 by Estefania Mora Hurtado.

Dated this 3rd day of April, 2026 In the state of Wisconsin, County of Milwaukee.

Kara Abbey

Kara Abbey
Notary Public

My Commission expires 2-6-2029



Exhibit B

MORTGAGE HOLDER CONSENT

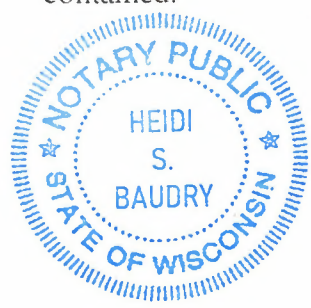
The undersigned, Johnson Financial Group, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on December 3, 2025, as Document No. 11559735 hereby consents to the execution of the foregoing Resolution No. 2026-_____, authorizing the installation of the fence within the 30-foot public water and sanitary sewer easement.

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

a Wisconsin Banking Corporation
Johnson Financial Group
Name of Wisconsin Banking Corporation typed or printed
By: [Signature]
Mark Borowski Officer Branch Manager
Print Name & Title

STATE OF WISCONSIN)
 s.s.
COUNTY OF MILWAUKEE)

On this, the 2nd day of April, 2026, before me, the undersigned, personally appeared Mark Borowski, the Officer Branch Manager of Johnson Financial Group, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.



Name: [Signature]
Notary Public
State of Wisconsin
County of Milwaukee
My commission expires on: 7-6-2028

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 7, 2026
Reports & Recommendations	A Resolution for Acceptance of a Water Main Easement at 7765 S Lovers Lane Rd, TKN 795 9001 000	ITEM NO. Ald. Dist. 2 13, 9.

BACKGROUND

Pursuant to the approval of Midland (Franklin) Associates LLLP development at 7765 S Lovers Lane Rd (Aldi Stores), an easement is required to construct, maintain, and operate water main facilities. It is necessary to install a watermain easement on property located at 7765 S Lovers Lane, TKN 795 9001 000.

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

ANALYSIS

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

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2026 - _____, a resolution for acceptance of a water main easement at 7765 S Lovers Lane Rd, TKN 795 9001 000.

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT AT
7765 S LOVERS LANE RD, TKN 795 9001 000

WHEREAS, an easement is required to construct, maintain and operate public water main facilities on property located at 7765 S Lovers Lane Rd; and

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

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

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

Aldi Lover's Lane
7765 S Lovers Lane Rd, Franklin, WI 53132
795-9001-000

THIS INDENTURE, made this _____ day of _____, 202__ by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Midland (Franklin) Associates LLLP, a Wisconsin limited liability limited partnership, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

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

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

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

UPON CONDITION

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

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

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

BORROWER:

MIDLAND (FRANKLIN) ASSOCIATES LLLP

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

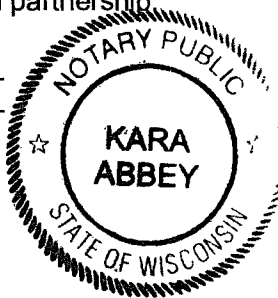
By: [Signature]
Steven J. Rolfe, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on March 23rd, 2026 by Steven J. Rolfe, the President of Midland (Franklin) GP, Inc., a Wisconsin corporation that is the General Partner of Midland (Franklin) Associates LLLP, a Wisconsin limited liability limited partnership.

[Signature]
Kara Abbey
Notary Public, State of Wisconsin
My commission expires 2-6-2029.



CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

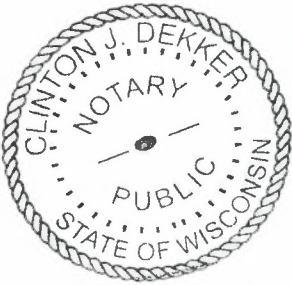
On this _____ day of _____, 20____ before me personally appeared John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation,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

Notary Public _____
(_____)
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, Town Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20_____, as Document No. _____ and its addition as an encumbrance against title to the Property.

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



Town Bank, N.A.
a Wisconsin Banking Corporation

Town Bank, N.A.
Name of Wisconsin Banking Corporation typed or printed

By: [Signature]
John Johannes - Executive VP
Print Name & Title

STATE OF WISCONSIN)
s.s.
COUNTY OF MILWAUKEE)

On this, the 20 day of March 2026, before me, the undersigned, personally appeared John Johannes, the EVP of Town Bank, N.A. a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: Clinton Dekker [Signature]
Notary Public
State of WI
County of Waukesha
My commission expires on: 4-29-26

This instrument was drafted by the City of Franklin.

Approved as to contents
Date: _____

Glen Beardsley, Manager of Franklin Municipal Water Utility

Approved as to form only
Date: _____

Jesse Wesolowski, City Attorney

EXHIBIT "A" - PROPERTY LEGAL DESCRIPTION

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

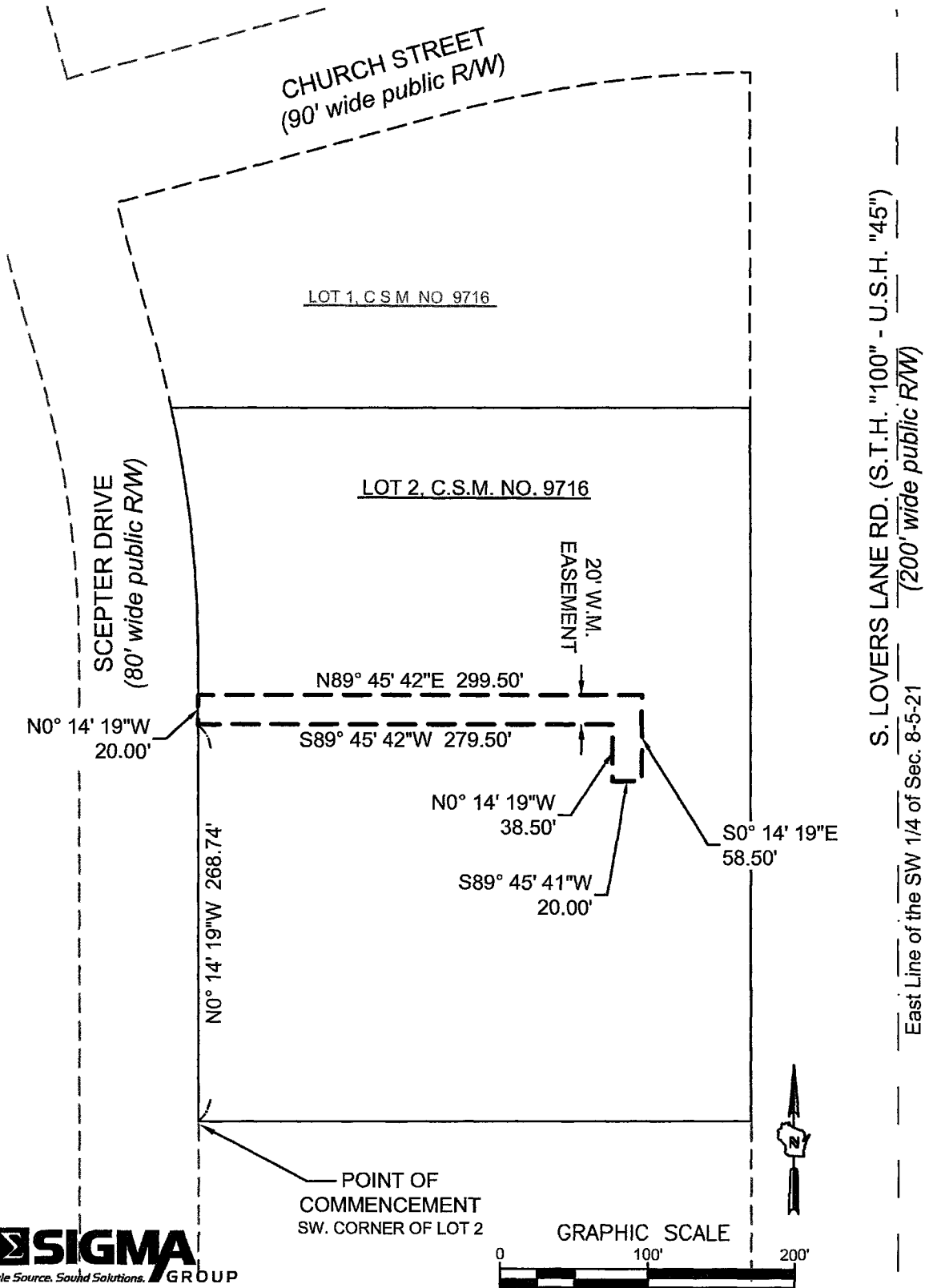
Said Parcel containing 181,829 square feet/4.1742 acres of land more or less.

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

EXHIBIT "B" - DEPICTION OF THE FACILITIES

Being a part of the Lot 2, Certified Survey Map No. 9716 in Section 8, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin

EASEMENT DEPICTION



THE SIGMA GROUP
 Single Source. Sound Solutions.

www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-42

EXHIBIT "C" - LEGAL DESCRIPTION OF THE FACILITIES

Being a part of the Lot 2, Certified Survey Map No. 9716 in Section 8, Township 5 North, Range 21 East in the
City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

A 20 foot wide water main easement, on Lot 2 of Certified Survey Map No. 9716 being a part of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin more particularly described as:

Commencing at the Southwest corner of Lot 2 of Certified Survey Map No. 9716 ; thence N0°14'19"W along the West line of said Lot 2, 268.74 feet to the point of beginning; thence continuing N0°14'19"W along said West line, 20.00 feet; thence N89°45'42"E, 299.50 feet; thence S0°14'19"E, 58.50 feet; thence S89°45'41"W, 20.00 feet; thence N0°14'19"W, 38.50 feet; thence S89°45'42"W, 279.50 feet to the point of beginning.

Said Easement containing 6,760 square feet/0.1552 acres of land more or less.



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-42

Project: 23267 Prepared By: JMB 3/11/2026

Sheet 1 of 1

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/7/2026
Reports & Recommendations	RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM ALDI (7765 S LOVERS LANE RD., TKN 795 9001 000)	ITEM NO. ALD DIST. 2 H.10.

BACKGROUND

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

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The enclosed agreements include the property of Aldi Stores at S Lovers Lane Rd.

ANALYSIS

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

OPTIONS

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

FISCAL IMPACT

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

RECOMMENDATION

Motion to Adopt Resolution 2026-_____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from Aldi Stores (7765 S Lovers Lane Rd. TKN (795 9001 000)).

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 -

RESOLUTION TO AUTHORIZE ACCEPTANCE OF
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER
ACCESS EASEMENT FROM
ALDI STORES
(7765 S LOVERS LANE RD., TKN 795 9001 000)

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

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

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

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

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

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Storm Water Facilities Maintenance Agreement and Storm Water Access Easement with the Register of Deeds for Milwaukee County.

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

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

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

**STORM WATER MANAGEMENT
ACCESS EASEMENT**

Aldi Lover's Lane
7765 S Lovers Lane Rd, Franklin, WI 53132
795-9001-000

THIS EASEMENT is made this _____ day of _____, 202__ 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 Midland (Franklin) Associates LLLP, a Wisconsin limited liability limited partnership, as owner (including successors and assign's 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 _____ of Section _____ (___), 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.

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

ON THIS DATE OF: March 23rd, 2020

Midland (Franklin) Associates LLP, a Wisconsin Limited Partnership
Company Name

By: [Signature] (Seal)

Name & Title: Steven J. Rolfe, President

STATE OF Wisconsin

ss

COUNTY OF Milwaukee

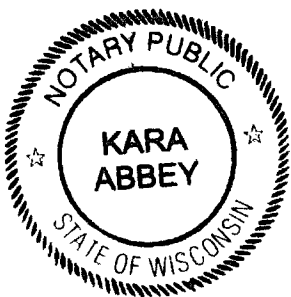
Before me personally appeared on the 23rd day of March, A.D. 2020

Steven J. Rolfe
President or Name printed

~~Secretary or Name printed~~

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

[Signature]
Notary Public
(My commission expires 2-6-2029)



CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this _____ day of _____ 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" - PROPERTY LEGAL DESCRIPTION

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

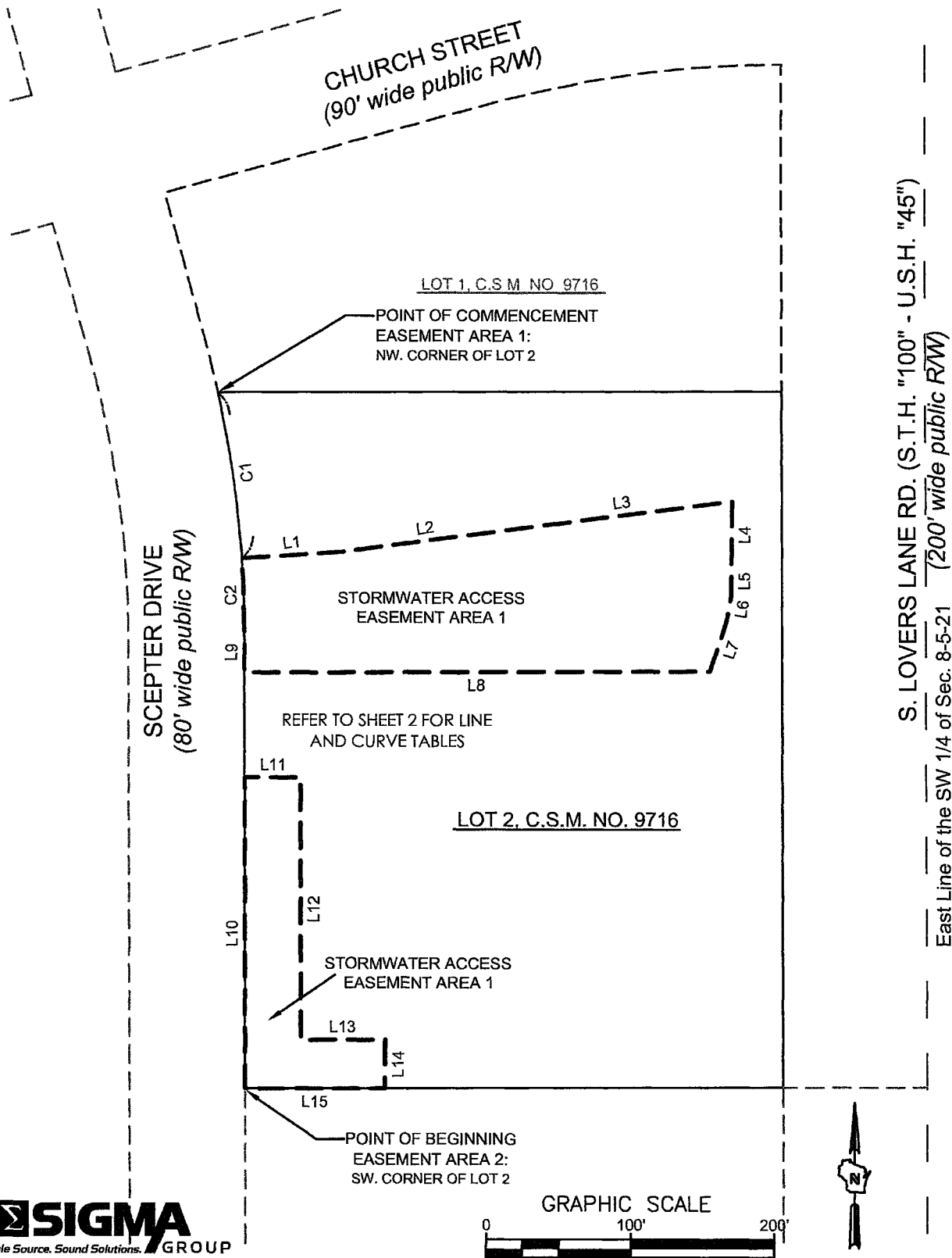
Said Parcel containing 181,829 square feet/4.1742 acres of land more or less.

THE SIGMA
Single Source. Sound Solutions. GROUP
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

EXHIBIT "B" - DEPICTION OF THE FACILITIES

Being a part of the Lot 2, Certified Survey Map No. 9716 in Section 8, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin

EASEMENT DEPICTION



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

EXHIBIT "B" - DEPICTION OF THE FACILITIES

Being a part of the Lot 2, Certified Survey Map No. 9716 in Section 8, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin

EASEMENT DEPICTION - TABLES

Easement Area 1 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	116.43'	790.00'	8°26'39"	S8°11'11"E	116.32'
C2	51.37'	790.00'	3°43'33"	N2°06'05"W	51.36'

Easement Area 1 Line Table		
Line #	Bearing	Distance
L1	N86°02'08"E	70.10'
L2	N82°23'01"E	119.90'
L3	N82°38'30"E	153.44'
L4	S0°40'14"W	46.06'
L5	S0°02'26"W	18.87'
L6	S9°16'25"W	17.66'
L7	S18°29'31"W	38.55'
L8	S89°45'50"W	323.33'
L9	N0°14'19"W	28.52'

Easement Area 2 Line Table		
Line #	Bearing	Distance
L10	N0°11'48"W	215.92'
L11	N90°00'00"E	38.94'
L12	S0°14'18"E	181.84'
L13	N89°45'41"E	58.68'
L14	S0°14'19"E	33.92'
L15	S89°45'41"W	97.78'



www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210

EXHIBIT "C" - LEGAL DESCRIPTION OF THE FACILITIES

Being a part of the Lot 2, Certified Survey Map No. 9716 in Section 8, Township 5 North, Range 21 East in the
City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

Two (2) variable width stormwater facility access easements, on Lot 2 of Certified Survey Map No. 9716 being a part of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin more particularly described as:

Easement Area 1:

Commencing at the Northwest corner of Lot 2 of Certified Survey Map No. 9716; thence southeasterly along the West line of said Lot 2 on a curve to the right (having a radius of 790.00 feet and a long chord that bears S8°11'11"E, 116.32 feet) 116.43 feet to the point of beginning; thence N86°02'08"E, 70.10 feet; thence N82°23'01"E, 119.90 feet; thence N82°38'30"E, 153.44 feet; thence S0°40'14"W, 46.06 feet; thence S0°02'26"W, 18.87 feet; thence S9°16'25"W, 17.66 feet; thence S18°29'31"W, 38.55 feet; thence S89°45'50"W, 323.33 feet to a point the West line of said Lot 2; thence N0°14'19"W along said West line, 28.52 feet to a point of curvature; thence northwesterly along said West line being a curve to the left (having a radius of 790.00 feet and a long chord that bears N2°06'05"W, 51.36 feet) 51.37 feet to the point of beginning.

Said Easement Area containing 32,807 square feet/0.7531 acres of land more or less.

Easement Area 2:

Beginning at the Southwest corner of Lot 2 of Certified Survey Map No. 9716; thence N0°11'48"W along the West line of said Lot 2, 215.92 feet; thence N90°00'00"E, 38.94 feet; thence S0°14'18"E, 181.84 feet; thence N89°45'41"E, 58.68 feet; thence S0°14'19"E, 33.92 feet to a point in the South line of said Lot 2; thence S89°45'41"W along said South line, 97.78 feet to the point of beginning.

Said Easement Area containing 10,413 square feet/0.2391 acres of land more or less.



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

**STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

Aldi Lover's Lane
7765 S Lovers Lane Rd, Franklin, WI 53132
795-9001-000

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Midland (Franklin) Associates LLLP, a Wisconsin limited liability limited partnership, 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:

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

For informational purposely only:

Address: 7765 S Lovers Lane Rd, Franklin, WI 53132 Taxkey Number: 795-9001-000

*Parcel Area: 181,829.00 square feet
4.1742 acres*

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 _____ (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

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

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

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

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated _____ 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).

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

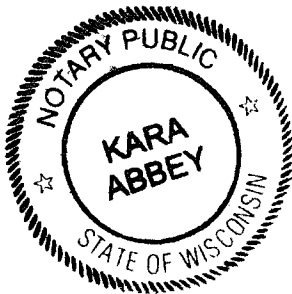
SEALED IN PRESENCE OF:

[Signature], Owner

By: Steven J. Rolfe
Name:

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY

Personally came before me this 23rd day of March, 2026, the above named Steven J. Rolfe, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Kara Abbey
Notary Public, Milwaukee County, WI
()
My commission expires: 2-6-2029

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. _____

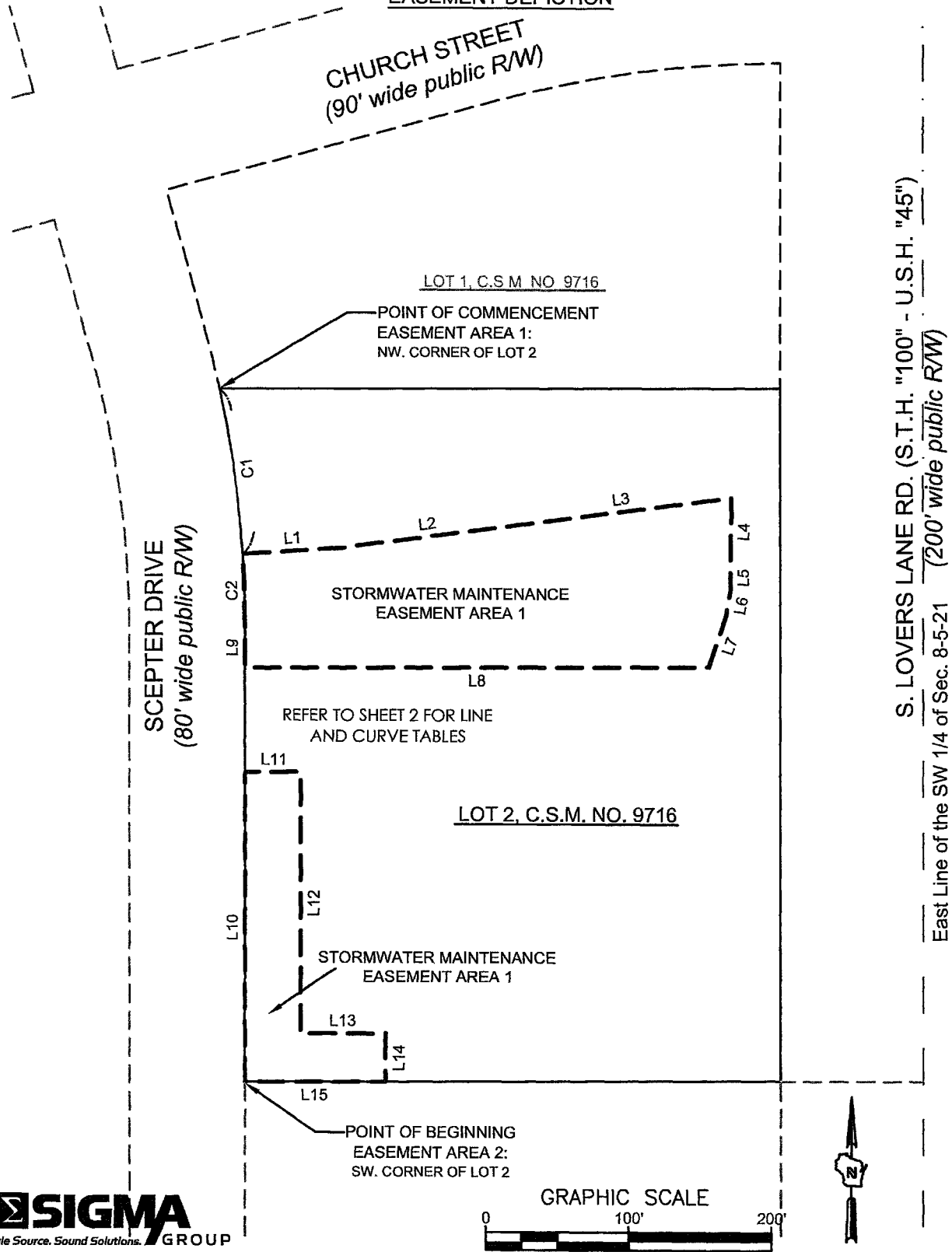
Normal Pool Yes No

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

Being a part of the Lot 2, Certified Survey Map No. 9716 in Section 8, Township 5 North, Range 21 East in the
City of Franklin, Milwaukee County, Wisconsin

EASEMENT DEPICTION



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

EXHIBIT "B" - DEPICTION OF THE FACILITIES

ing a part of the Lot 2, Certified Survey Map No. 9716 in Section 8, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin

EASEMENT DEPICTION - TABLES

Easement Area 1 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	116.43'	790.00'	8°26'39"	S8°11'11"E	116.32'
C2	51.37'	790.00'	3°43'33"	N2°06'05"W	51.36'

Easement Area 1 Line Table		
Line #	Bearing	Distance
L1	N86°02'08"E	70.10'
L2	N82°23'01"E	119.90'
L3	N82°38'30"E	153.44'
L4	S0°40'14"W	46.06'
L5	S0°02'26"W	18.87'
L6	S9°16'25"W	17.66'
L7	S18°29'31"W	38.55'
L8	S89°45'50"W	323.33'
L9	N0°14'19"W	28.52'

Easement Area 2 Line Table		
Line #	Bearing	Distance
L10	N0°11'48"W	215.92'
L11	N90°00'00"E	38.94'
L12	S0°14'18"E	181.84'
L13	N89°45'41"E	58.68'
L14	S0°14'19"E	33.92'
L15	S89°45'41"W	97.78'



www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210

EXHIBIT "C" - LEGAL DESCRIPTION OF THE FACILITIES

Being a part of the Lot 2, Certified Survey Map No. 9716 in Section 8, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

Two (2) variable width stormwater facility maintenance easements, on Lot 2 of Certified Survey Map No. 9716 being a part of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin more particularly described as:

Easement Area 1:

Commencing at the Northwest corner of Lot 2 of Certified Survey Map No. 9716; thence southeasterly along the West line of said Lot 2 on a curve to the right (having a radius of 790.00 feet and a long chord that bears S8°11'11"E, 116.32 feet) 116.43 feet to the point of beginning; thence N86°02'08"E, 70.10 feet; thence N82°23'01"E, 119.90 feet; thence N82°38'30"E, 153.44 feet; thence S0°40'14"W, 46.06 feet; thence S0°02'26"W, 18.87 feet; thence S9°16'25"W, 17.66 feet; thence S18°29'31"W, 38.55 feet; thence S89°45'50"W, 323.33 feet to a point the West line of said Lot 2; thence N0°14'19"W along said West line, 28.52 feet to a point of curvature; thence northwesterly along said West line being a curve to the left (having a radius of 790.00 feet and a long chord that bears N2°06'05"W, 51.36 feet) 51.37 feet to the point of beginning.

Said Easement Area containing 32,807 square feet/0.7531 acres of land more or less.

Easement Area 2:

Beginning at the Southwest corner of Lot 2 of Certified Survey Map No. 9716; thence N0°11'48"W along the West line of said Lot 2, 215.92 feet; thence N90°00'00"E, 38.94 feet; thence S0°14'18"E, 181.84 feet; thence N89°45'41"E, 58.68 feet; thence S0°14'19"E, 33.92 feet to a point in the South line of said Lot 2; thence S89°45'41"W along said South line, 97.78 feet to the point of beginning.

Said Easement Area containing 10,413 square feet/0.2391 acres of land more or less.



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS AND RECOMMENDATIONS	A Resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Site Plan and Natural Resource Special Exception for the Franklin High School project at 8222 South 51st Street for off-site mitigation upon property located along West Hilltop Lane bearing Tax Key No. 885 9995 003 (Franklin School District #5, Property Owner/Applicant)	ITEM NUMBER M.11.

City Development staff recommends approval of a resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Site Plan and Natural Resource Special Exception for the Franklin High School project at 8222 South 51st Street for off-site mitigation upon property located along West Hilltop Lane bearing Tax Key No. 885 9995 003 (Franklin School District #5, Property Owner/Applicant), subject to technical corrections by the City Attorney.

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution authorizing certain officials to accept a Conservation Easement for and as part of the approval of a Site Plan and Natural Resource Special Exception for the Franklin High School project at 8222 South 51st Street for off-site mitigation upon property located along West Hilltop Lane bearing Tax Key No. 885 9995 003 (Franklin School District #5, Property Owner/Applicant), subject to technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART
OF THE APPROVAL OF A SITE PLAN AND NATURAL RESOURCE SPECIAL
EXCEPTION FOR THE FRANKLIN HIGH SCHOOL PROJECT AT 8222 SOUTH 51ST
STREET FOR OFF-SITE MITIGATION UPON PROPERTY LOCATED ALONG WEST
HILLTOP LANE BEARING TAX KEY NO. 885 9995 003
(FRANKLIN SCHOOL DISTRICT #5, PROPERTY OWNER/APPLICANT)

WHEREAS, the Plan Commission having approved a Site Plan and Natural Resource Special Exception upon the application of Franklin School District #5, Owner, on October 9, 2025, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the off-site mitigation area located upon property bearing Tax Key No. 885 9995 003; and

WHEREAS, §15-7-01 and §15-7-03 of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Site Plan review process and §15-7-04C. and §15-7-04F.2. requires the submission of a Conservation Easement to ensure ongoing compliance with the approved protection and compensation measures identified within such Plan, all as part of the approval process for a Site Plan and Natural Resource Special Exception; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Franklin School District #5, Owner, in the form and content as annexed hereto, be and the same is hereby approved; subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 8th day of April, 2026.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A CONSERVATION EASEMENT
FRANKLIN SCHOOL DISTRICT #5, OWNER
RESOLUTION NO. 2026-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this 8th day of April 2026.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Document Number

Conservation Easement

Name and Return Address:

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

PIN: 8859995003

CONSERVATION EASEMENT

Franklin High School Building Addition and Site Improvements
Offsite W Hilltop Lane Mitigation Area
Tax Key Number: 8859995003

This Conservation Easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and the FRANKLIN PUBLIC SCHOOL DISTRICT, a common school district governed by Wisconsin Law, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, Northwest Quarter 1/4 of the Southeast Quarter 1/4 of Section 21, Township 5 North, Range 21 East, depicted and described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetlands and shoreland wetlands, and refer to the Natural Resource Woodland & Wetland Mitigation Plan prepared by Point of Beginning, Inc, dated July 1, 2025, with all applicable revision dates (dated August 8, 2025), which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

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

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

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

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

Grantee's rights hereunder shall consist solely of the following:

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

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

1. Construct or place buildings or any structure;

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

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

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

To Grantor:
 Franklin Public School District
 Attn: Assistant Superintendent of Business and Operations
 8255 West Forest Hill Avenue
 Franklin, Wisconsin 53132

To Grantee:
 City of Franklin
 Office of the City Clerk
 9229 W. Loomis Road
 Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__.

Franklin Public School District

By: _____
 Name: _____
 Title: _____

STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

Personally came before me this _____ (day) of _____, 20__, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

or
 This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

Notary Public, _____ County, WI
 (_____)
 My commission expires:

Acceptance

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

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D.20__.

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public
My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Nick Fuchs, Planning Associate
Planning Department

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

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

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

Name of Mortgagee
a Wisconsin Banking Corporation

By: _____

Name: _____

Address: _____

NONE

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

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

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

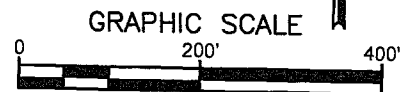
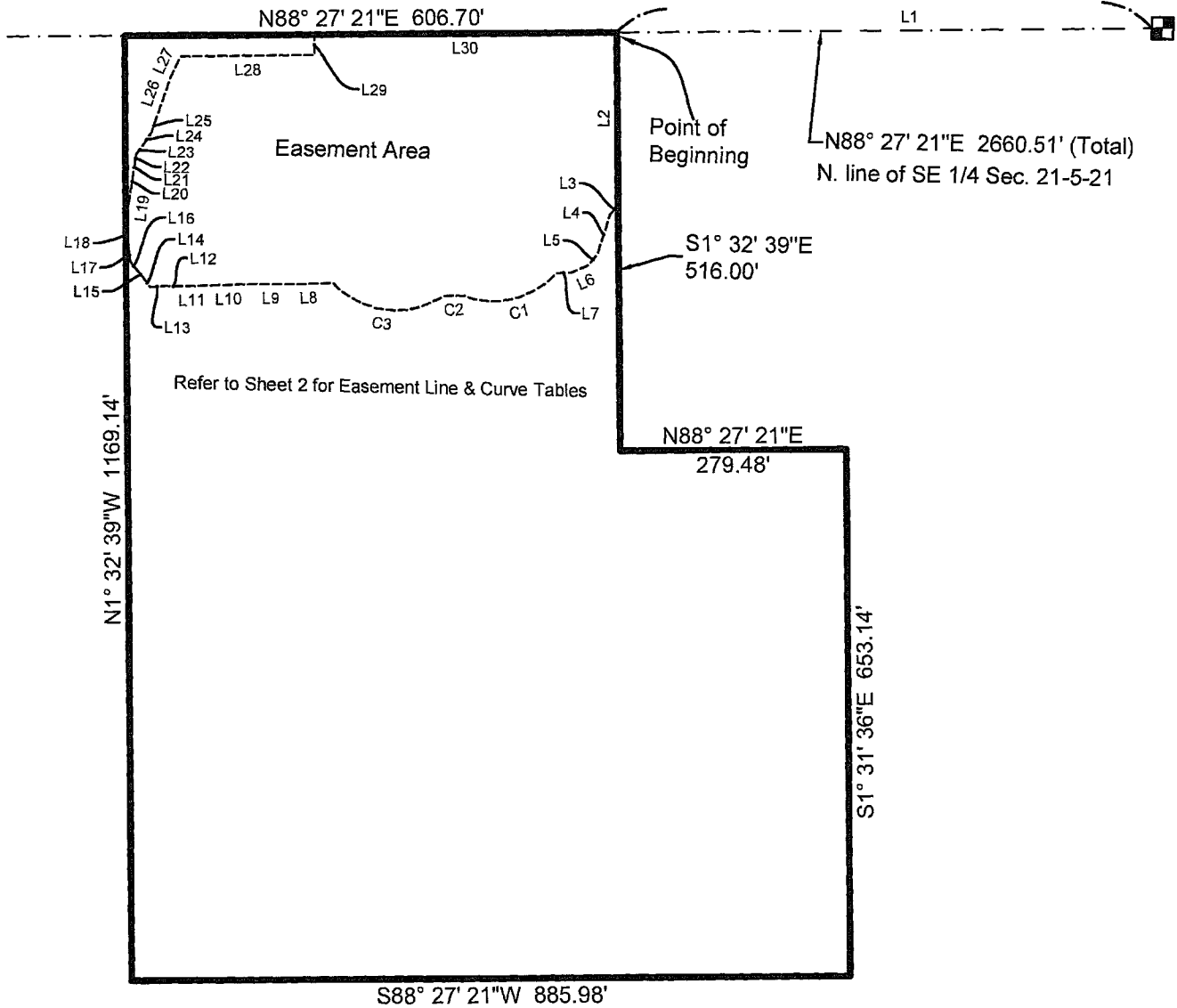
EXHIBIT "A" - CONSERVATION EASEMENT

Being a part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Town 5 North, Range 21 East in the
City of Franklin, Milwaukee County, Wisconsin

EASEMENT DEPICTION

HILLTOP LN 50' Public R/W

NE corner of
SE 1/4 of
Sec. 21-5-21



THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

Prepared For:
Franklin High School
8222 S. 51st Street
Franklin, WI 53132

EXHIBIT "A" - CONSERVATION EASEMENT

Being a part of the West 1/2 of the Northeast 1/4 of Section 14, Town 5 North, Range 21 East in the
City of Franklin, Milwaukee County, Wisconsin

EASEMENT DEPICTION - TABLES

Easement Line Table		
Line #	Bearing	Distance
L1	S88°27'21"W	1703 30'
L2	S1°32'38"E	210 24'
L3	S34°23'06"W	17 32'
L4	S16°15'32"W	50 56'
L5	S37°57'16"W	17 21'
L6	S64°44'25"W	22 70'
L7	S85°38'59"W	19 65'
L8	S87°29'05"W	61 24'
L9	S89°42'55"W	30 23'
L10	S86°59'40"W	73 75'
L11	S86°59'40"W	17 87'
L12	S88°43'24"W	22 80'
L13	S86°16'46"W	16 78'
L14	N39°30'54"W	12 23'
L15	N39°30'54"W	14 55'
L16	N39°30'54"W	12 99'
L17	N7°57'58"W	16 70'
L18	N7°57'58"W	32 30'
L19	N7°43'36"E	40 26'
L20	N7°43'36"E	21 50'

Easement Line Table		
Line #	Bearing	Distance
L21	N7°43'36"E	13 39'
L22	N7°43'36"E	9 62'
L23	N34°17'18"E	12 60'
L24	N34°17'18"E	19 01'
L25	N17°58'14"E	19 61'
L26	N17°58'14"E	53 72'
L27	N24°21'49"E	28 03'
L28	N88°17'53"E	162 14'
L29	N1°33'04"W	24 90'
L30	N88°27'21"E	375 65'

Easement Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	120 46'	106 22'	64°58'34"	S74° 03' 29"W	114.10'
C2	35 49'	51.31'	39°37'19"	S86° 01' 27"W	34 78'
C3	143.61'	108.59'	75°46'32"	N82° 59' 06"W	133.37'



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

Prepared For:
Franklin High School
8222 S. 51st Street
Franklin, WI 53132

EXHIBIT "A" - CONSERVATION EASEMENT

Being a part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Town 5 North, Range 21 East in the
City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

A variable width conservation easement located on lands owned by Franklin Public Scholl District as described in Document No. 7591927 and 7591928 , being a part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Town 5 North, Range 21 East, more particularly described as:

Commencing at the Northeast corner of the Southeast 1/4 of said Section 21; thence S88°27'21"W along the North line of the Southeast 1/4 of said Section 21 and the South right of way line of Hilltop Lane extended, 1703.30 feet to the point of beginning; thence S1°32'38"E, 210.24 feet; thence S34°23'06"W, 17.32 feet; thence S16°15'32"W, 50.56 feet; thence S37°57'16"W, 17.21 feet; thence S64°44'25"W, 22.70 feet; thence S85°38'59"W, 19.65 feet to a point of curvature; thence southwesterly along a curve to the right (having a radius of 106.22 feet and a long chord that bears S74°03'29"W, 114.10 feet) 120.46 feet to a point of reverse curvature; thence southwesterly along a curve to the left (having a radius of 51.31 feet and a long chord that bears S86°01'27"W, 34.78 feet) 35.49 feet to a point of reverse curvature; thence northwesterly along a curve to the right (having a radius of 108.59 feet and a long chord that bears N82°59'06"W, 133.37 feet) 143.61 feet to a point of tangency; thence S87°29'05"W, 61.24 feet; thence S89°42'55"W, 30.23 feet; thence S86°59'40"W, 73.75 feet; thence S86°59'40"W, 17.87 feet; thence S88°43'24"W, 22.80 feet; thence S86°16'46"W, 16.78 feet; thence N39°30'54"W, 12.23 feet; thence N39°30'54"W, 14.55 feet; thence N39°30'54"W, 12.99 feet; thence N7°57'58"W, 16.70 feet; thence N7°57'58"W, 32.30 feet; thence N7°43'36"E, 40.26 feet; thence N7°43'36"E, 21.50 feet; thence N7°43'36"E, 13.39 feet; thence N7°43'36"E, 9.62 feet; thence N34°17'18"E, 12.60 feet; thence N34°17'18"E, 19.01 feet; thence N17°58'14"E, 19.61 feet; thence N17°58'14"E, 53.72 feet; thence N24°21'49"E, 28.03 feet; thence N88°17'53"E, 162.14 feet; thence N1°33'04"W, 24.90 feet to a point in the North line of the Southeast 1/4 of said Section 21 and in the South right of way line of Hilltop Lane; thence N88°27'21"E along said line, 375.65 feet to the point of beginning.

Said Easement containing 176,722 square feet/4.0570 acres of land more or less.



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

Prepared For:

Franklin High School
8222 S. 51st Street
Franklin, WI 53132

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 8, 2026
Reports & Recommendations	A Resolution Authorizing Certain Officials to Accept a Conservation Easement for 11311 W. Forest Home FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, (Ener-Con Companies, Inc., Applicant)	ITEM NO. Ald Dist 6 B.12.

BACKGROUND

On March 19, 2026, the Plan Commission approved a Natural Resource Special Exception (NRSE) to allow for impacts to a natural resource area with wetland on the south side of the property. The applicants will be installing improvements to their existing stormwater facilities to improve drainage to a detention pond. The proposed easement will protect the natural resource area and compensation plantings.

ANALYSIS

There are no existing conservation easements on this property. The protection of natural resources and compensation areas is required by UDO §15-7-04.C and the conditions of the NRSE. The draft easement includes language which allows for additional maintenance and access to the existing stormwater detention pond.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Motion to adopt a Resolution authorizing Certain Officials to Accept a Conservation Easement for 11311 W. Forest Home FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, (Ener-Con Companies, Inc., Applicant)

Planning: MX

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY
[Draft 03-25-2026]
RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION
EASEMENT FOR 11311 W. FOREST HOME
FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC,
(ENER-CON COMPANIES, INC., APPLICANT)

WHEREAS, the Plan Commission having previously approved Natural Resource Special Exception on March 19, 2026, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the SEWRPC Isolated Natural Resource area, wetlands and wetland buffers on the site; and

WHEREAS, §15-7-04.C of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Natural Resource Special Exception review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Natural Resource Special Exception; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by ENER-CON COMPANIES, INC., APPLICANT, in the form and content as annexed hereto, be and the same is hereby approved, subject to technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

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

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

APPROVED:

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT
ENER-CON COMPANIES, INC., APPLICANT
RESOLUTION NO. 2026- _____
Page 2

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

11311 W. Forest Home
FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, all Wisconsin Limited Liability Companies, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

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

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, the wetlands, wetland buffers, and stormwater pond as shown on the Natural Resource Protection Plan dated February 11, 2026 as prepared by RA Smith, Inc. and any revisions thereto, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

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

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

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

WHEREAS, Citizens Bank, mortgagee of the protected property (“Mortgagee”), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee’s consent is attached hereto and identified as “Mortgage Holder Consent”.

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

Grantee’s rights hereunder shall consist solely of the following:

1. To view the protected property in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9-14 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

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

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

The Grantee shall reserve the right to conduct maintenance activities within the easement that include the following:

1. Removal of dead, damaged, or diseased trees and vegetation.
2. Maintenance of wetland plantings as noted in the management plan and implementation schedule of the NRPP.
3. Yearly monitoring and removal of invasive plant species.
4. Storm sewer cleaning, jetting, repairing, and replacement as necessary to maintain drainage.
5. Pond outlet structure cleaning, repairing, and replacement as necessary to maintain existing stormwater hydrology.
6. Pond dredging to maintain minimum permanent pool depth of 5' for water quality.

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

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

To Grantor:
FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC
Mr. Mike Dilworth, Managing Member
8575 W. Forest Home
Suite 160
Greenfield, WI 53228

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

In witness whereof, the Grantor has set his hand on this date of _____, 2026.

Grantor

By: _____
Mike Dilworth

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, 2026, by Mike Dilworth, as CEO of FHCC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Grantor.

Notary Public

My commission expires _____

Acceptance

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

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 20__.

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley Roberts, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Marion Ecks, AICP
Principal Planner
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS AND RECOMMENDATIONS	A Resolution conditionally approving a Land Combination for 11836 & 0 W St. Martins Road (TKN 797 9941 000 & 797 9942 000)	ITEM NUMBER D.13. Ald. District 6

At its March 19, 2026 meeting, the Plan Commission recommended approval of a Resolution conditionally approving a Land Combination for 11836 & 0 W St. Martins Road (TKN 797 9941 000 & 797 9942 000)
Planning: LH/RM

COUNCIL ACTION REQUESTED

A Resolution conditionally approving a Land Combination for 11836 & 0 W St. Martins Road (TKN 797 9941 000 & 797 9942 000)

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

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR 11836
& 0 W ST. MARTINS ROAD (TKN 797 9941 000 & 797 9942 000)
(MARKO GEROVAC, APPLICANTS AND PROPERTY OWNERS)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed Land Combination for Marko Gerovac to combine 11836 & 0 W St. Martins Road, properties more particularly described as follows:

PARCEL A (TKN 797 9941 000):

A PARCEL OF LAND IN THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE TOWN OF FRANKLIN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SAID ¼ SECTION WHICH IS NORTH 87°41'30" WEST, 486.73 FEET OF THE NORTHEAST CORNER OF THE SAID ¼ SECTION; RUNNING THENCE SOUTH 18°36' WEST, PARALLEL TO THE WEST LINE OF GROSS FARM, (SOUTH 15°5' WEST IN A PREVIOUS DESCRIPTION) 693.69 FEET TO THE CENTER LINE OF THE WAUKESHA-RACINE ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF THE SAID ROAD, 200 FEET TO A POINT; THENCE NORTH 18°36' EAST, 536.44 FEET TO A POINT IN THE NORTH LINE OF THE SAID ¼ SECTION; AND THENCE SOUTH 87°41'30" EAST ALONG THE NORTH LINE OF THE SAID ¼ SECTION 175.30 FEET TO THE PLACE OF BEGINNING, RESERVING THEREFROM THE SOUTHWEST 33 FEET FOR HIGHWAY PURPOSES.

PARCEL B (797 9942 000):

A PARCEL OF LAND IN THE SOUTHWEST ¼ OF SECTION 7, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE TOWN OF FRANKLIN, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT A POINT IN THE NORTH LINE OF SAID ¼ SECTION WHICH IS NORTH 87°41'30" WEST, 662.03 FROM THE NORTHEAST CORNER OF SAID ¼ SECTION; RUNNING THENCE SOUTH 18°36' WEST AND ALONG THE WESTERLY LINE OF THE PREMISES CONVEYED TO THOMAS FRANK GEROVAC AND SOPHIE STELLA GEROVAC, HIS WIFE, BY WARRANTY DEED DOCUMENT NO. 2841166, 536.44 FEET TO THE CENTER LINE OF THE WAUKESHA RACINE ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 118.85 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF THE PREMISES CONVEYED TO ELIZABETH KOELSCH AND DELPHINE LOELSCH BY WARRANTY DOCUMENT NO. 2350422; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF THE PREMISES CONVEYED TO THE KOELSCH'S,

454.30 FEET TO A POINT IN THE NORTH LINE OF SAID ¼ SECTION,
AND THENCE SOUTH 87°41'30" EAST ALONG THE NORTH LINE OF
SAID ¼ SECTION, 104.18 FEET MORE OR LESS TO THE PLACE OF
BEGINNING.

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

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

1. Marko Gerovac, 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 Gerovac Land Combination project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon Marko Gerovac Land Combination project for the properties located at 11836 & 0 W St. Martins Road (797 9941 000 & 797 9942 000): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 8th day of April, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 8th day of April, 2026.

APPROVED:

GEROVAC – LAND COMBINATION
RESOLUTION NO. 2026-_____

Page 3

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

REPORT TO THE COMMON COUNCIL

Meeting of April 8, 2026

Land Combination

RECOMMENDATION: City Development Staff recommends approval of the Land Combination Application for properties located at 11836 & 0 W St. Martins Road / 797 9941 000 & 797 9942 000.

Project name: Land combination, Gerovac
Property Owner: Gerovac, Marko M II Trust
Applicant: Marko Gerovac
Property Address/TKN: 11836 & 0 W St. Martins Road / 797 9941 000 & 797 9942 000
Aldermanic District: District 6
Zoning District: B-SM – St. Martins Road Historic Business District
Staff Planner: Luke Hamill, Associate Planner

Project Analysis

The subject properties are two zoned B-SM, a commercial district that allows for single-family homes. The current request is a consolidation of the two lots. Currently, Parcel 1 is a lot with an existing single-family home and detached garage, while Parcel 2 is vacant with no structural improvements. There are no proposed changes to the use of these properties as part of this request.

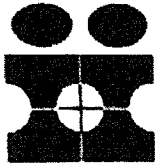
The Land Combination is requesting to combine the two existing lots listed below to create a single 137,562.5 square foot (3.158 Acre) parcel.

The proposed lot configuration meets the requirements of the Unified Development Ordinance (UDO) standards with respect to lot configuration.

STAFF RECOMMENDATION

The Department of City Development staff recommends approval of the Land Combination Application for properties located at 11836 & 0 W St. Martins Road / 797 9941 000 & 797 9942 000.

Interline Surveying Services, Inc.



Surveyors
Land Planners

11221 WEST FOREST HOME AVENUE — HALES CORNERS, WISCONSIN 53130 — PHONE 414/425-2060

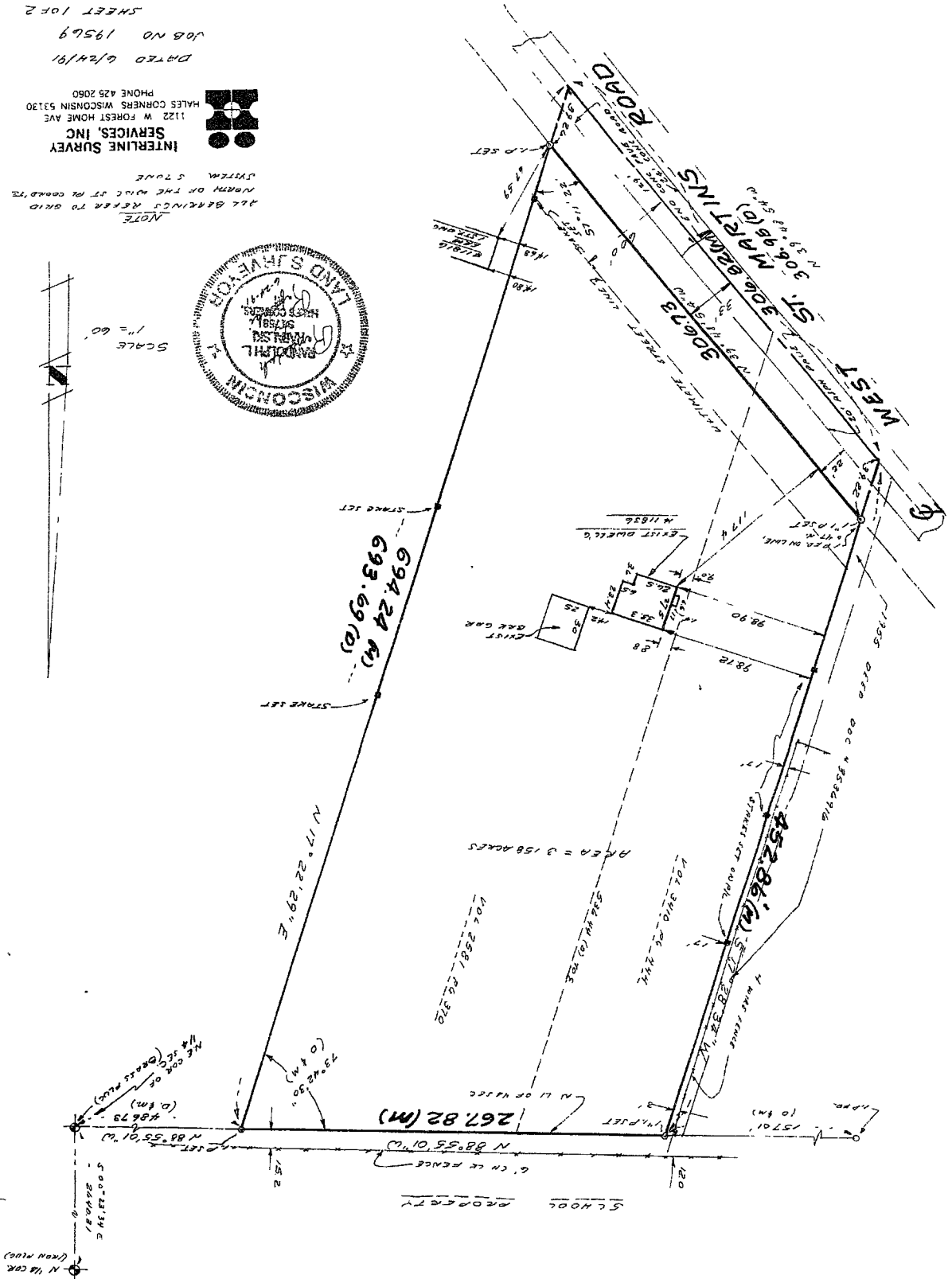
LEGAL DESCRIPTION

A parcel of land in the Southwest 1/4 of Section 7, Township 5 North, Range 21 East, in the Town of Franklin, more particularly bounded and described as follows: Commencing at a point in the North line of the said 1/4 Section which is North $87^{\circ}41'30''$ West, 486.73 feet of the Northeast corner of the said 1/4 Section; running thence South $18^{\circ}36'$ West, parallel to the West line of Gross Farm, (South $15^{\circ}5'$ West in a previous description) 693.69 feet to the center line of the Waukesha-Racine Road; thence Northwesterly along the center line of the said road, 200 feet to a point; thence North $18^{\circ}36'$ East, 536.44 feet to a point in the North line of the said 1/4 Section; and thence South $87^{\circ}41'30''$ East along the North line of the said 1/4 Section 175.30 feet to the place of beginning, reserving therefrom the Southwest 33 feet for highway purposes.

A parcel of land in the Southwest 1/4 of Section 7, in Township 5 North, Range 21 East, in the Town of Franklin, bounded and described as follows; Commencing at a point in the North line of said 1/4 Section which is North $87^{\circ}41'30''$ West, 662.03 feet from the Northeast corner of said 1/4 Section; running thence South $18^{\circ}36'$ West and along the Westerly line of the premises conveyed to Thomas Frank Gerovac and Sophie Stella Gerovac, his wife, by Warranty Deed Document No. 2841166, 536.44 feet to the center line of the Waukesha Racine Road; thence Northwesterly along the center line of said road, 118.85 feet more or less to the Southeasterly corner of the premises conveyed to Elizabeth Koelsch and Delphine Loelsch by Warranty Deed Document No. 2350422; thence Northeasterly along the easterly line of the premises conveyed to the Koelsch's, 454.30 feet to a point in the North line of said 1/4 Section, and thence South $87^{\circ}41'30''$ East along the North line of said 1/4 Section, 104.18 feet more or less to the place of beginning.

PLAT OF SURVEY

FOR THOMAS GERVAZ
 LOCATION 11836 W ST MARTINS ROAD
 DESCRIPTION (SEE SHEET 2 OF 2)



NOTE
 ALL BEARINGS REFER TO GRID
 NORTH OF THE MICH ST M COORDINATE
 SYSTEM STONE

INTERLINE SURVEY
 SERVICES, INC
 1122 W FOREST HOME AVE
 WALES CORNERS WISCONSIN 53130
 PHONE 425 2080

DATED 6/24/91
 JOB NO 19569
 SHEET 1 OF 2



SCALE 1" = 60'

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/08/2026
Reports and Recommendations	A RESOLUTION AMENDING RESOLUTION NO. 2025-8384 AUTHORIZING THE FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT THE 2025-2026 DIVISION OF PUBLIC HEALTH IMMUNIZATION GRANT CONTRACT	ITEM NUMBER B.14.

Background: The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department was awarded Immunization grant funding for July 1, 2025, through June 30, 2026. This Consolidated Contract was approved by Common Council at the 10/07/2025 Common Council meeting.

The Consolidated Contract scope of work for the Immunization Program has been revised to properly reflect the updated de minimis indirect rate. No contract dollar amounts have been changed.

The Immunization Grant supports the Franklin Health Department's immunization program and services.

The updated contract agreement has been sent to the City attorney for review.

Recommendation: The Director of Health and Human Services, or their designee, recommends approval to accept the revised Division of Public Health consolidated contract.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2026-_____, A Resolution Amending Resolution No. 2025-8384 Authorizing the Franklin Director of Health and Human Services to Accept the Revised 2025-2026 Division of Public Health Immunization Grant Contract.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 04/08/2026

RESOLUTION NO. 2026-____

A RESOLUTION AMENDING RESOLUTION NO. 2025-8384 AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT THE 2025-2026 DIVISION OF PUBLIC HEALTH IMMUNIZATION GRANT CONTRACT

WHEREAS, the Wisconsin Department of Health and Human Services Division of Public Health awards grants in a variety of grant programs to local health departments; and

WHEREAS, the Franklin Health Department was awarded and accepted the Immunization grant funding for 2025-2026 at a regular meeting of the Common Council of the City of Franklin on October 7, 2025; and

WHEREAS, the Franklin Health Department has received a revised Scope of Work for the Immunization Program to properly reflect the updated de minimis indirect rate.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the revised 2025-2026 Division of Public Health Immunization Grant Contract is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Director of Health and Human Services, or their designee, is hereby authorized to accept the revised 2025-2026 Division of Public Health Immunization Grant contract.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G25-DPHCC25-26 M6**

Bureau of Procurement and Contracting (BPC) Review:

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

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

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

Name:

Title:

Date Signed



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

DHS Grant Agreement No.: 435100-G25-DPHCC25-26 M6
DPH Contract No.: 65406-6
Agreement Term Period: 10/1/2024 to 9/30/2026
GEARS Pre-Packet No: 3532

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

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

Modification Description: We are revising the scope of work for the Immunization Program (Profile 155022) to properly reflect the updated de minimis indirect rate. No contract dollar amounts have been changed. Please see attached scope of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin

Department of Health Services

Authorized Representative
Name

Title

Signature

Date

Grantee

Entity Name

Authorized Representative
Name
Lauren Gottlieb

Title
Director of Health and Human Services

Signature

Date

CIVIL RIGHTS COMPLIANCE ATTACHMENT

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

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

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

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

HIGH-RISK IT REVIEW

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

Exhibit 1

Scope of Work

Between

Franklin Health Department

472787

and

The Department of Health Services, Division of Public Health (DHS/DPH)

Bureau of Communicable Diseases, Wisconsin Immunization Program

Strengthening Vaccine-Preventable Disease Prevention and Response

I. PURPOSE / OBJECTIVE

Through the provision of services under this agreement, the subrecipient shall assist the Wisconsin Immunization Program in Strengthening Vaccine-Preventable Disease Prevention and Response. Per U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, opportunity number: 25-0007, "This funding opportunity supports public health systems to protect people and communities from vaccine-preventable disease by equitably increasing access, confidence, and demand for vaccines."

Through this agreement, the Subrecipient Local Health Departments (LHDs) will work on increasing immunization rates in children (≤ 18 years of age). This agreement will be effective for the period of July 1, 2025, through June 30, 2026.

Objective Statement:

LHDs may choose to work on (singly or a combination):

- 1) Increase compliance with school entry immunization requirements and/or assisting schools with annual school compliance reporting with a focus on increasing MMR rates in children (≤ 18 years of age).
- 2) Choose a community and provide justification (non-adult). Example: Increasing MMR rates in the plain community using culturally sensitive methods.

Context:

Due to the increasing numbers of measles cases nationwide and lower MMR vaccination rates in certain communities, one area of focus is to increase MMR rates- either jurisdiction wide or in a chosen community/population. Additionally, working with schools to increase vaccination and therefore the numbers of children meeting minimum requirements, and to assist school health personnel with the annual reporting are also activities that may be supported by these funds.

A list of accountability targets, or activities that will be conducted to achieve the objective goal, MUST be provided by or at the time of contract negotiation. Agencies should review the input activities below or consult their Regional Immunization Program Advisor for assistance in determining activities and interventions.

Input Activities:

The Wisconsin Immunization Program recommends the following activities to help ensure success.

- Tracking and data assessment of MMR rates.

Exhibit 1

- Using reported school compliance data from the 24-25 school year, assess schools for low compliance or high waiver rates. In identified schools, select activities that promote immunization, educate parents/guardians, and coordinate vaccine services (referral) for eligible children.
- Attending the monthly VPD Open Forums held by the Immunization Program (Fourth Monday of the Month).
- Attending the annual school immunization law webinar (if selecting objective 1)
- Viewing CDC's "You Call the Shots" MMR module or related measles trainings and submitting certificate to your regional advisor.
- Coordination of immunization services with other LHD and tribal programs.
- Sharing information with area physicians.
- Reminder/recall.

Reminder/recall activities are not listed in a particular order, and we suggest you use the method that is the most successful for your community:

- Letter
- Phone call
- Home visit
- Email
- Text message

Base Line for Measurement:

Objective 1: A locally generated report that denotes the number of schools required to report within the jurisdiction and the dates the schools submit the report.

Objective 2: The base line measurement will be dependent on the population chosen.

Data Source for Measure:

Wisconsin Immunization Registry Records
School Immunization Assessment Data
Childcare Immunization Assessment Data

Perinatal Hepatitis B

Perinatal Hepatitis B reimbursement is included in your Consolidated Contract funding. It is required that at least one staff person from every LHD view the perinatal Hepatitis B training annually. LHDs will receive \$300 in addition to your regular consolidated contract funding as compensation for completing this required perinatal Hepatitis B training. LHDs will also receive funding for case management based on WEDSS data. Due to the change in our fiscal year, we are requesting that one staff view the training after July 1, 2025 and prior to June 30, 2026.

Exhibit 1

II. PROJECT DELIVERABLES

Activities to be Performed	Deliver to:	Due Date(s)
Objective template with activities	<u>Regional Advisor</u>	9/30/2025
An estimated itemized budget (available on PCA Portal)	<u>Regional Advisor</u>	9/30/2025
Mid-year report/check-in (if requested)	<u>Regional Advisor</u>	02/01/2026
End of Year Report including confirmation of Perinatal Hep B training completion (template available after October 1, 2025 on PCA Portal)	<u>Regional Advisor</u>	08/15/2026
GEARS Expenditure Report	See Section VI	Monthly
Monthly Financial & Progress Reports	See Section VI	Monthly

Failure to deliver Project Deliverables by due dates may delay payments.

III. POINT OF CONTACTS

Name/Contact Info	Role
Stephanie Schauer <u>Stephanie.Schauer@dhs.wisconsin.gov</u>	Project Director
Monica Thakur <u>Monica.Thakur@dhs.wisconsin.gov</u>	Project Contact and Regional Advisor
Michael Schultz <u>DHSDPHBCDContracts@dhs.wisconsin.gov</u>	Agreement Manager

IV. TERMS OF AGREEMENT

Budget Period Funding Award Information

The budget period utilizing Strengthening Vaccine-Preventable Disease Prevention and Response opportunity number: 25-0007 federal funding will have a start date under this Agreement of July 1, 2025 through June 30, 2026. Recipient has until June 30, 2026 to expend all funds awarded under this agreement.

Incorporation

In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at www.cdc.gov/grants/federal-regulationspolicies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **IP25-0007**, entitled Strengthening Vaccine-Preventable Disease Prevention and Response and application

Exhibit 1

dated March 10, 2005 as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

Wayne Woods, Grants Management Specialist Centers for Disease Control and Prevention Branch 1
2939 Flowers Road, MS-TV-2 Atlanta, GA 30341

Email: kuv1@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator 3301 Independence Avenue, SW Cohen Building,
Room 5527 Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email:

MandatoryGranteeDisclosures@oig.hhs.gov

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

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

Federal Cost Principles

As a Subrecipient of federal funds, the Subrecipient is required to adhere to the following federal regulations: OMB Guidance – 2 CFR Part 200 – Cost Principles, and Audit Requirements for Federal Awards. This guidance can be found at:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Requirements for Purchased Equipment using Federal Funds

In accordance with CDC's requirements for equipment and products, to the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly

Exhibit 1

to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. Contractor must maintain an equipment inventory list for all major equipment acquired or furnished under this project with a unit acquisition cost of \$10,000 or more. At a minimum, the inventory list shall include the description of the item, manufacturer serial and/or identification number, acquisition date and cost. This list should be maintained and supplied to DHS upon request for equipment inventory reporting purposes for CDC.

V. BUDGET

The itemized budget is to be submitted by September 30, 2025 to your regional immunization advisor. A template budget can be found on the WI SharePoint Site ([PCA Portal](#)). Only costs that are directly attributable to specific work under this Agreement are allowable for reimbursement under this Agreement. Reimbursement of the following authorized expenses listed below shall be incurred between the budget period 7/1/2025 through 6/30/2026 and shall not exceed the total contract amount of \$8,076.

Allowable Expenses	Additional Information
Salary/wages	Funds can be used to support salaries, wages, and fringe benefits for individuals who work on immunization activities.
Travel expense related to education, trainings, meetings and conferences	Funds can be used for travel expenses related to immunization-related conferences or training opportunities. Travel expenses include mileage, hotel, per-diem meals, or fees.
Vaccine storage equipment and supplies	Funds can be used to purchase vaccine storage supplies to increase infrastructure. All purchases must be VFC compliant. Equipment purchases >\$5,000 require prior approval from DHS and completion of Equipment Inventory Form found in MFPR.
Office supplies	Funds can be used to purchase general office supplies.
Printing and publication costs	Funds can be used to create, print or publish immunization materials.
Communication costs	Immunization funds may be used on communication costs to provide education or bring awareness to immunization-related information.
Vaccine administration Supplies	Funds can be used to purchase vaccine administration supplies.
Indirect costs	Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final direct cost objective (e.g. overhead / administrative). Indirect costs are limited to the federal de minimis indirect cost rate unless the agency has received a negotiated indirect cost rate (NICRA).

VI. GEARS EXPENSE REPORT(S) AND PAYMENT SCHEDULE

The Subrecipient shall only submit fiscal documentation (Monthly Financial & Progress Reports and GEARS Expenditure Reports) to the Department for qualifying expenses that comply with services

Exhibit 1

rendered in accordance with the terms and conditions of this Agreement. Additional supporting documentation (receipts, timesheets, etc.) must be provided upon request.

- **Forms.** Subrecipients must complete and submit both of the following forms for reimbursement of expenses:
 - GEARS Expenditure Report **and**
 - Monthly Financial & Progress Report (MFPR) available on [PCA portal](#).
- **Submit to:** Completed forms must be submitted to both of the following email addresses:
 - dhs600rcars@wi.gov (GEARS)
 - dhsdphbcdinvoices@dhs.wisconsin.gov (BCD Fiscal Unit)
- **Submission deadlines:** Follow the GEARS processing [schedule](#) for submission deadlines. Reports can be processed as soon as the next month after the report period ends.
- **MFPR Requirements:**
 - Each MFPR should include details of how funds were spent during the reporting period.
 - Complete the MFPR following directions on the Instructions tab of the MFPR form.
 - Failure to follow the GEARS Payment Processing Schedule could result in delayed or non-payment due to unmet terms of agreement.
 - Subrecipient GEARS Expenditure Reports must be approved by DHS before payment will be made. Such approval will not be unreasonably withheld or delayed. Reports and payment requests submitted by any other means may delay processing and validation.
 - Monthly reconciliations are considered best practice. Monthly reconciliations help reduce the number of corrections or expenditures which need to be submitted on Additional/Adjustment or Final expenditure reports.
- **Final Report:** A final MFPR and GEARS Expenditure Report will be submitted within forty-five (45) days of the end of the Agreement. Please indicate "Final Report" in your email subject line. Failure to report all costs by the final report due date may result in DHS being unable to reimburse the costs reported late due to funding no longer being available.
- **Additional Information:** Wisconsin State Fiscal Year Close Out starts the last week of May and runs through early July. During this period, no financial reports, GEARS expenditure reports, or invoices are processed for payment and will be delayed.

VII. OTHER REPORTING REQUIREMENTS

Programmatic Reporting

All reporting listed in Part 2: project deliverable, is required to be sent to your regional program advisor listed below. All [template reports and documents](#) can be found on the Wisconsin SharePoint Site (PCA Portal).

Exhibit 1

Immunization Program Regional Advisors:

- Thanee Xiong, Southern Region (Madison), thanee.xiong@wi.gov, 608-267-9391
- Shayna Nickell, Western Region (Eau Claire), shayna.nickell@wi.gov, 715-836-4028
- Susan Nelson, Northeastern Region (Green Bay), susanl.nelson@wi.gov, 920-448-5231
- Christie Larmie, Northern Region (Rhinelander), christie.larmie@wi.gov, 715-365-2709
- Monica Thakur, Southeastern Region (Milwaukee), monica.thakur@wi.gov, 414-322-0314

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

SIGNATURE – Official Authorized to Sign Application

Date Signed

For (Name of Vendor)

Unique Entity Identifier (UEI), if applicable

Certificate Of Completion

Envelope Id: 2294A475-A62B-4B82-B9DE-7A3B5244D3DE

Status: Sent

Subject: 155022 (SOW revision) - Franklin HD - 2025 DPH Consolidated Contract - 435100-G25-DPHCC25-26 M6

Source Envelope:

Document Pages: 11

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Yvette Smith

AutoNav: Enabled

201 East Washington Avenue

Envelopeld Stamping: Enabled

Madison, WI 53703

Time Zone (UTC-06:00) Central Time (US & Canada)

yvettea.smith@dhs.wisconsin.gov

IP Address: 165.225.59.70

Record Tracking

Status: Original

Holder: Yvette Smith

Location: DocuSign

3/25/2026 5:08:49 PM

yvettea.smith@dhs.wisconsin.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Lauren Gottlieb

LLube@franklinwi.gov

Director of Health and Human Services

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/25/2026 6:20:01 PM

ID: e54feab6-1ceb-4fbe-b87c-70f9a89ebced

Anna Benton

anna.benton@dhs.wisconsin.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signature

Timestamp

Sent: 3/25/2026 5:09:59 PM

Viewed: 3/25/2026 6:20:01 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DHS DPH Contract Routing

dhsdphcontractrouting@dhs.wisconsin.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

COPIED

Sent: 3/25/2026 5:09:58 PM

DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

COPIED

Sent: 3/25/2026 5:09:58 PM

Carbon Copy Events

Not Offered via DocuSign

GEARS Contracts

DHSCARSContracts@dhs.wisconsin.gov

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 3/25/2026 5:09:58 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/25/2026 5:09:58 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS AND RECOMMENDATIONS	AN ORDINANCE TO AMEND THE FRANKLIN MUNICIPAL CODE AS IT PERTAINS TO COURT COSTS IMPOSED IN MUNICIPAL COURT ACTIONS	ITEM NUMBER D.15. City Wide

BACKGROUND

The current municipal code § 22-3.E limits allowable court costs in Municipal Court actions to \$38. The Legislature, through 2025 Wisconsin Act 113, published March 21, 2026, has authorized municipal judges to impose court costs in an amount up to \$48 for each matter heard by the court. Increasing the allowable court cost will help offset the operational expenses of the Municipal Court, which have not been adjusted since 2013.

REQUESTED ACTION

Amend the current municipal code §22-3.E to read as follows:

Fees and costs. Fees and costs in the Municipal Court shall be as set forth in Wis. Stats. §§800.10 and 814.65, as amended from time to time. The Municipal Judge, pursuant to Wis. Stat. §814.65(1), shall collect a fee of \$48 on each separate matter, whether it is on default of appearance, a plea of guilty or no contest, on issuance of a warrant or summons, or the action is tried as a contested matter.

This amendment shall take effect for municipal citations issued on and after May 1, 2026.

COUNCIL ACTION REQUESTED

Motion to approve An Ordinance to Amend the Franklin Municipal Code as it Pertains to Court Costs Imposed in Municipal Court Actions to take effect May 1, 2026.

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND THE FRANKLIN MUNICIPAL CODE AS IT
PERTAINS TO COURT COSTS IMPOSED IN MUNICIPAL COURT ACTIONS

WHEREAS, the Wisconsin Legislature enacted 2025 Wisconsin Act 113, published on March 21, 2026, and which authorizes a municipal court to impose court costs in an amount up to \$48; and

WHEREAS, the City previously adopted §22-3 E. of the Municipal Code which imposed \$38 in court costs in municipal court actions; and

WHEREAS, the Municipal Court Judge has recommended that the City adopt the \$48 court costs allowed by law.

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

Section 1: §22-3 E. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows:

Section 1: E. Fees and costs. Fees and costs in the Municipal Court shall be as set forth in Wis. Stats. §§800.10 and 814.65, as amended from time to time. The Municipal Judge, pursuant to Wis. Stat. §814.65(1), shall collect a fee of \$48 on each separate matter, whether it is on default of appearance, a plea of guilty or no contest, on issuance of a warrant or summons, or the action is tried as a contested matter.

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 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. For the courts/police department to upgrade the fees, this will take effect as of May 1, 2026.

Introduced at a regular meeting of the Common Council of the City of Franklin this
8th day of April, 2026, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this 8th day of April, 2026.

APPROVED:

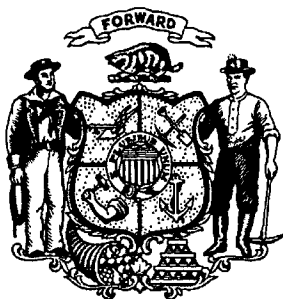
John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

State of Wisconsin



2025 Assembly Bill 443

Date of enactment: March 20, 2026
Date of publication*: March 21, 2026

2025 WISCONSIN ACT 113

AN ACT *to amend* 814.65 (1) of the statutes; relating to: increasing the maximum fee for court costs collectible in a municipal court action.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 814.65 (1) of the statutes is amended to read:

814.65 (1) COURT COSTS. In a municipal court action, except for a financial responsibility violation under s. 344.62 (2) or for a violation of an ordinance in conformity with s. 343.51 (1m) (b) or 347.48 (2m), the mu-

nicipal judge court shall collect a fee of not less than \$15 nor more than ~~\$38~~ \$48 on each separate matter, whether it is on default of appearance, a plea of guilty or no contest, on issuance of a warrant or summons, or the action is tried as a contested matter. Of each fee received by the judge court under this subsection, the municipal treasurer shall pay monthly \$5 to the secretary of administration for deposit in the general fund and shall retain the balance for the use of the municipality.

* Section 991.11, WISCONSIN STATUTES: Effective date of acts "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication."

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE April 8, 2026</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">UPDATED DEPOSIT SCHEDULE FOR MUNICIPAL COURT FORFEITURES</p>	<p style="text-align: center;">ITEM NUMBER D.16. City Wide</p>

BACKGROUND

Pursuant to Wis. Stat. §800.037, the Municipal Court, with the approval of the governing body of the municipality, shall establish a deposit schedule, except for violations governed by Wis. Stats. §§345.26 and 23.67. The current deposit schedule for Municipal Court actions has not been updated since 2013. The proposed deposit schedule reflects updated court fees as authorized under 2025 Wisconsin Act 113 and is consistent with sanctions imposed by neighboring municipalities.

REQUESTED ACTION

Adopt the deposit schedule for municipal court actions to take effect for municipal citations issued on and after May 1, 2026.

COUNCIL ACTION REQUESTED

Motion to approve the Municipal Court Deposit Schedule to take effect May 1, 2026.

Franklin Municipal Court - Adult/Juvenile Deposit Schedule -- Effective 05/01/2026

<u>Ordinance #</u>	<u>Statute #</u>	<u>Charge</u>	<u>Total</u>
183-67	939.05	Aiding & Abetting	(Use same forfeiture as exact violation)
80-9		Barking/Vicious Dog	\$134.00
183-58*	940.60(1)	Battery	*\$50.00 Domestic Abuse Assessment may be applicable.
183-59	940.20(2)	Battery to Peace Officers & Firemen	\$1,331.00
87		Bicycles, Electric Bicycles and Electric Scooters	\$134.00
245-18		Careless Operation of Motor Vehicle	\$512.00
183-77	941.23	Carry Concealed Weapon	\$543.50
183-33	948.40(1)	Contribute to the Delinquency of a Child	\$543.50
183-48		County Ordinance Violation	\$134.00
		(Park Closing Violation)	\$108.80
183-63	943.41	Credit Card Violation	Must Appear
183-17	951.02	Cruelty to Animals	\$291.50
183-32		Curfew/Curfew - Duty of a Parent	\$134.00
183-50*	943.01	Destruction of Property	*\$50.00 Domestic Abuse Assessment may be applicable.
183-75		Discharge of a Firearm	\$543.50
183-49*	947.01	Disorderly Conduct	\$543.50
80-7	951.15	Dogs/Animals at Large	\$134.00
76-7		Failure to Obtain Alarm Permit (1st Offense)	\$108.80
		(2nd Offense)	\$134.00
80-5	174.05(1)	Failure to Obtain Animal License	\$83.60
76-7	941.13	False Alarms (4th & 5th Offense)	\$134.00
		(6th - 9th Offense)	\$197.00
		(10th > Offense)	\$291.50
183-37.1	125.085(3)	False ID (Underage Alcohol)	\$449.00
133-3.1	167.10(2)	Fireworks - Sale	\$575.00
178-5.G	167.10(3)	Fireworks - Illegal Use	\$291.50
183-64	943.21	Fraud On Innkeeper	\$386.00
183-23.1		Harmful Substance Prohibited	\$543.50
183-15		Intoxicants - Possession/Consumption on Street	\$108.80
183-69	287.81	Littering	\$134.00
183-30		Loitering/Prowling Prohibited	\$197.00
183-40	947.01	Loud/Unnecessary Noise	\$134.00
245-13		Mini-Bike Violations	\$134.00
183-67.2	256.35(10)(a)	Misuse of 911 (1 st & 2 nd citable violations)	\$260.00
		(3 rd & 4 th citable violations)	\$386.00
		(5 th & 6 th citable violations)	\$512.00

		(7 th or > citable violations)			\$1,331.00
183-25	941.10	Negligent Handling of Burning Materials			\$386.00
80-3	95.21	Non-Compliance on Dog Bite			\$386.00
178-2.E		Public Nuisance			\$701.00
183-54	946.40	Obedience to Police Officer			\$323.00
183-55	946.41	Obstructing			\$543.50
183-34		Parental Responsibility for Willful/Malicious Child			\$291.50
158-8	125.32.3	Patrons After Hours			\$291.50
237-1		Peddler Permit Violation			\$134.00
203-2		Peddler Permit Violation (St. Martin's Fair)			\$134.00
183-53*	947.012	Phone Calls - Harassing/Obscene		*\$50.00 Domestic Abuse Assessment may be applicable.	\$386.00
183-22.C	961.573(1)	Possession of Drug Paraphernalia			\$543.50
183-23	961.41.3.G.E	Possession of Marijuana			\$543.50
178-3.K		Possession of a Prohibited Controlled Substance			\$543.50
183-71.D	101.123(2)(a)	Possess/Use Tobacco Product on School Grounds			\$134.00
183-52	944.17 or .20 or .21	Public Indecency			\$543.50
183-62	943.34(1)	Receiving Stolen Property (1st Offense)			\$386.00
		(2nd Offense)			\$449.00
		(3rd Offense)			\$575.00
183-55	946.41	Resisting Arrest			\$701.00
183-61	943.50	Retail Theft (1st Offense)			\$449.00
		(2nd Offense & >)			\$575.00
158-1	125.07.1.A.2	Sale of Fermented Malt Beverage to Minor			\$449.00
183-37	118.15 or .16	Simple Truancy (1st Offense)			\$134.00
		(2nd Offense within 1 year)			\$197.00
		(3rd Offense within 1 year)			\$323.00
183-71	101.123	Smoking in Public Places Prohibited			\$134.00
158-1	125.07.1.A.1	Supply Alcohol to Minors			\$449.00
183-60	943.20	Theft (1st Offense)			\$449.00
		(2nd Offense & >)			\$575.00
183-28	943.61	Theft of Library Materials			\$134.00
183-73*	943.14	Trespass to Dwelling		*\$50.00 Domestic Abuse Assessment may be applicable.	\$449.00
183-72	943.13(1m)	Trespass to Land			\$386.00
158-1	125.07.4.B	Underage Possession/Consumption of Alcoholic Beverage			Must Appear
183-71.C	254.92	Use of Tobacco Products Under Age 18			\$134.00
Milwaukee County District Attorney Referrals (DAR Citations) – Mandatory Court Appearance					
Citations issued reference UDO/city code violations – Mandatory Court Appearance					
					\$1,331.00
					\$512.00

All officers – at their discretion – may require any defendant to appear in court by indicating and/or flagging a mandatory court appearance on the citation.

BLANK PAGE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE April 8, 2026</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND §183-23.1D. OF THE MUNICIPAL CODE AS IT PERTAINS TO PENALTIES FOR HARMFUL SUBSTANCES VIOLATIONS</p>	<p style="text-align: center;">ITEM NUMBER A.17. City Wide</p>

BACKGROUND

The current Municipal Code §183-23.1D. limits penalties for offenses involving harmful substances to \$376. Related offenses are subject to the General Penalty Provisions set forth in §1-19 of the Municipal Code. The General Penalty Provisions will be aligned with penalties for offenses of a similar nature. §1-19 Penalty provisions, provides in part:

- A. General penalty. Any person who shall violate any of the provisions of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:
- (1) First offense; penalty. Any person who shall violate any provision of this Code shall, upon conviction thereof, forfeit not less than \$1 nor more than \$2,500, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 90 days.
 - (2) Second offense; penalty. Any person found guilty of violating any chapter or part of a chapter of this Code who shall previously have been convicted of a violation of the same chapter within one year shall, upon conviction thereof, forfeit not less than \$10 nor more than \$2,500 for each such offense, together with costs of prosecution, and in default of payment of such forfeiture and costs, shall be imprisoned in the county jail until such forfeiture and costs of prosecution are paid, but not exceeding 6 months.

§183-23.1D. currently reads as follows:

Penalty. Any person violating this section shall be subject to a forfeiture of not more than \$376.

REQUESTED ACTION

Amend the current Municipal Code §183-23.1D. to read as follows:

Penalty. Any person who violates any provision of this subsection shall be subject to the penalties as prescribed in Chapter 1, General Provisions, §1-19, of this Code.

This amendment shall take effect for municipal citations issued on and after May 1, 2026.

COUNCIL ACTION REQUESTED

A Motion to adopt An Ordinance to Amend §183-23.1D. of the Municipal Code as it Pertains to Penalties for Harmful Substances Violations.

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND §183-23.1D. OF THE MUNICIPAL CODE AS IT PERTAINS TO PENALTIES FOR HARMFUL SUBSTANCES VIOLATIONS

WHEREAS, §183-23.1D. of the Municipal Code, provides that any person violating §183-23.1 Harmful substances, shall be subject to a forfeiture of not more than \$376; and

WHEREAS, other Sections and Subsections of Article VI Drugs and Drug Paraphernalia, of the Municipal Code, which Article includes §183-23.1 Harmful substances, provide for penalties pursuant to §1-19 Penalty provisions, of the Municipal Code, which provides for a range of penalties to be determined by the Municipal Court based upon the specific facts and circumstances of the subject case, including in part for a first offense, a penalty of not less than \$1 nor more than \$2,500, together with the costs of prosecution, and for a second offense, a penalty of not less than \$10 nor more than \$2,500 for each such offense, together with costs of prosecution; and

WHEREAS, the Municipal Court Judge has recommended that §183-23.1D. of the Municipal Code, be amended to provide that any person who violates any provision of the Harmful substances Subsection shall be subject to the penalties as prescribed in Chapter 1, General Provisions, §1-19 of the Municipal Code.

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

SECTION 1: §183-23.1D. Penalty, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows:

D. Penalty. Any person who violates any provision of this subsection shall be subject to the penalties as prescribed in Chapter 1, General Provisions, §1-19, of this Code.

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.

ORDINANCE NO. 2026-_____

Page 2

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication, and take effect for Municipal citations issued on and after May 1, 2026.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE SEWER FUND TO PROVIDE \$200,000 OF SEWER REHAB APPROPRIATIONS FOR SEWER REHAB PROJECTS	ITEM NUMBER B.18.

Background

The Sewer Rehabilitation Program is an ongoing effort to maintain and improve the City’s sanitary sewer infrastructure. These projects are identified based on system condition assessments, including televised inspections, maintenance records, and priority ranking of infrastructure deficiencies.

It has been determined that funding for certain planned sewer rehabilitation projects was inadvertently omitted during the preparation and adoption of the current budget. These projects were intended to be included as part of the annual Sewer Rehabilitation Program but were not properly reflected due to a budgeting error.

As a result, a budget amendment is necessary to accurately account for these planned expenditures and to allow the work to proceed as originally intended. The amendment does not represent a change in project scope or priorities, but rather a correction to ensure the budget aligns with previously identified infrastructure needs.

Fiscal Note

The proposed amendment will increase the budget for Sewer Rehabilitation Projects to reflect the inclusion of previously omitted funding. Funding sources will be aligned with those originally anticipated for these projects, which may include available utility funds, fund balances, or other designated financing sources.

Additionally, this was included in the overall sewer rate increase that was approved on March 17, 2026.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2026-_____, an Ordinance to amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the Sewer Fund to Provide \$200,000 of Sewer Rehab Appropriations for Sewer Rehab Projects.

Roll Call Vote Required

Sewer – GB / Finance - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE SEWER FUND TO PROVIDE \$200,000 OF SEWER REHAB APPROPRIATIONS FOR SEWER REHAB PROJECTS

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

WHEREAS, the city maintains an ongoing Sewer Rehabilitation Program to preserve and improve the sanitary sewer system; and

WHEREAS, certain sewer rehabilitation projects intended for inclusion in the 2026 budget were inadvertently omitted during the budget preparation and adoption process; and

WHEREAS, the omission was administrative in nature and does not reflect a change in project scope, priority, or previously identified infrastructure needs; and

WHEREAS, it is necessary to amend the 2026 budget to accurately account for these planned expenditures and to allow the projects to proceed as originally intended.

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

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

Sewer Fund

Capital	Rehab	Increase	\$200,000
---------	-------	----------	-----------

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS AND RECOMMENDATIONS	FIRE CHIEF TO PROVIDE AN UPDATE ON FIRE DEPARTMENT FACILITIES AND MOLD REMEDATION PROJECT AT FIRE STATION #1.	ITEM NUMBER B.19.

Since the previous update to the council, we received some alarming news from the most recent phase of water testing to the North (Front) brick wall of Fire Station #1. This test took place on March 12th. The attached water test report indicates “Multiple leaks were observed during this round of testing.” While the first round of testing found leaks from multiple windows on the East elevation, the most recent report shows substantial issues with the brick and block wall along the entire front of the station. Furthermore, during the heavy rain received on April 1st and 2nd, several additional areas of water seepage through the block walls were noted on the interior of the North and East walls.

The fire department is currently awaiting an estimate on masonry repairs, but from previous discussions with the masonry restoration contractor, the estimated cost will drastically exceed the allocated capital improvement project balance of \$24,915. Additionally, the attached quotation from Khalek Building Services for replacement windows, cabinets and interior repairs adds an additional \$102,967.

As stated in the previous report to the council, we are at a critical decision point in deciding what investments to make in the current Fire Station 1. Given its nearly 50-year-old age, the mounting cost of repairs and the desperate need for renovation and additional floor space, we strongly urge the council to include the following items which were requested at the March 24, 2026 Finance Committee meeting to be part of the 2026 bond for Capital Improvement Funding:

1. \$50,000 to enter into an agreement for a fire department facility condition review and needs analysis. This study will identify various options for investing in our fire stations (renovate / repair / or rebuild) to assure we can effectively serve the community now and in decades to come. This review will provide the council with details, statistics and pricing on several options as well as a response time analysis to assist in strategically evaluating current and future deployment of fire and emergency medical service resources.
2. \$355,000 for fire department facilities improvements. This allocation has been included in the 5-year capital improvement plan for fire station planning/design for several years. This funding will be used to take immediate action on the recommendations of the architectural facility review, whether that be completing repairs to the current building or planning for an expanded renovation or expansion project. If not included in the 2026 bond process, funding will need to be allocated from another source.

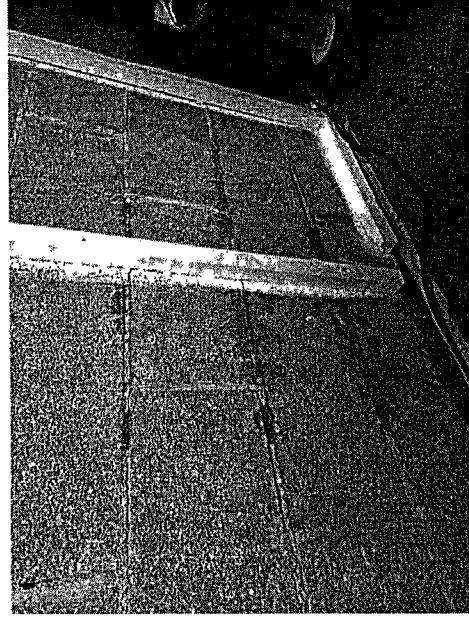
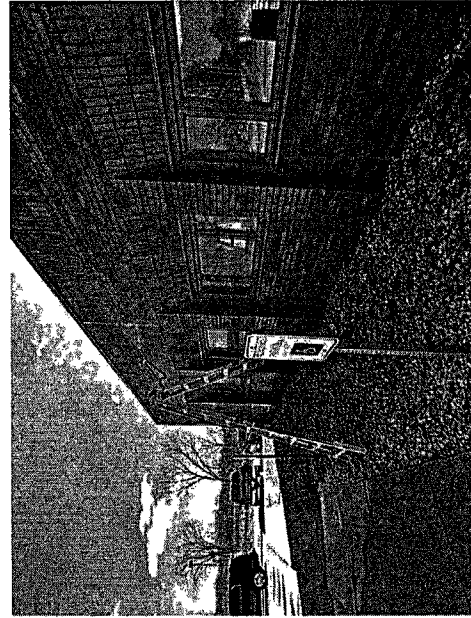
Fire Department services continue to be impacted in the following ways:

- All public education activities and classes at Fire Station 1 including: Public CPR, Stop the Bleed / First Aid and fire station visits have been suspended due to our only fire department classroom being unavailable. Fire Station #2 and #3 do not have classroom facilities.

- Fire department training activities for our staff and meetings with the public are also significantly affected due to the constraints listed above. Fire Station #2 and #3 do not have any conference rooms, offices or space available to conduct these activities. City Hall and the Franklin Public Library have graciously assisted with space for activities; however, their internal needs also place a great demand on meeting room space.

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

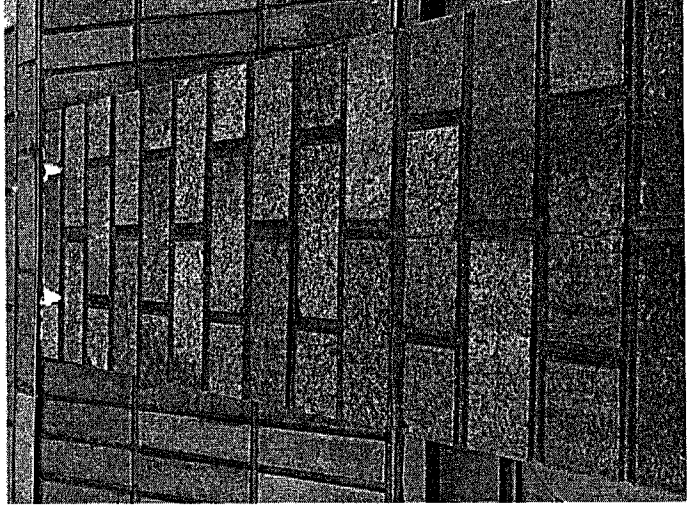
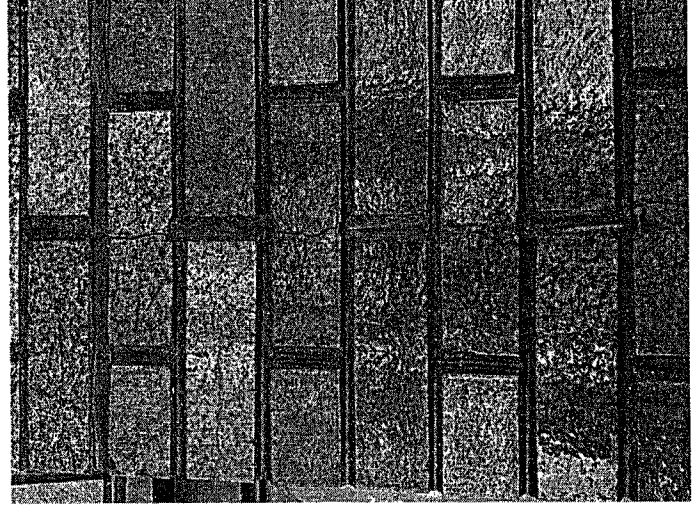
Fire Station 1 Update



Water testing on front (North) wall on
March 12, 2026

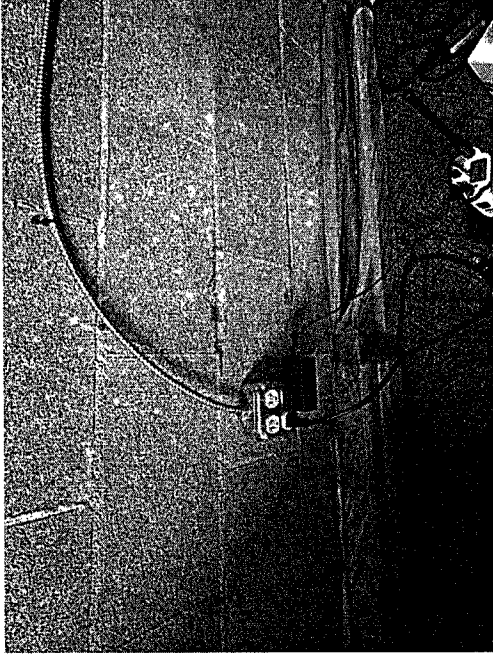
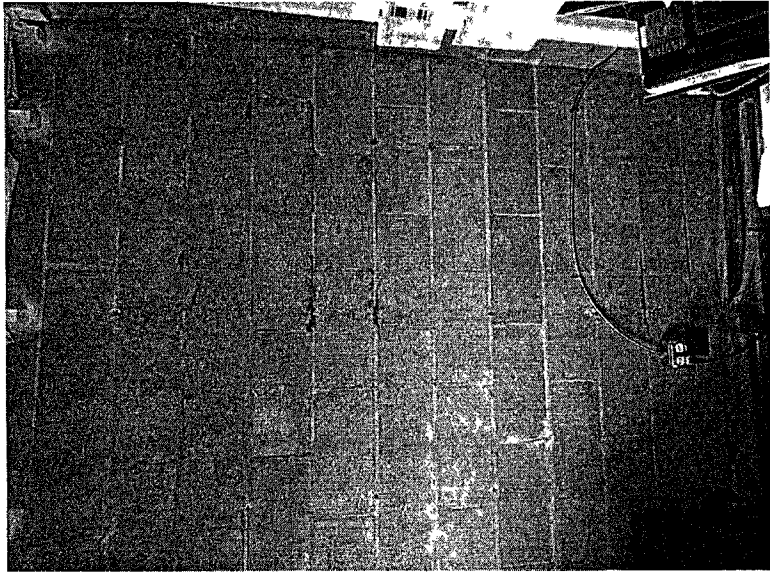
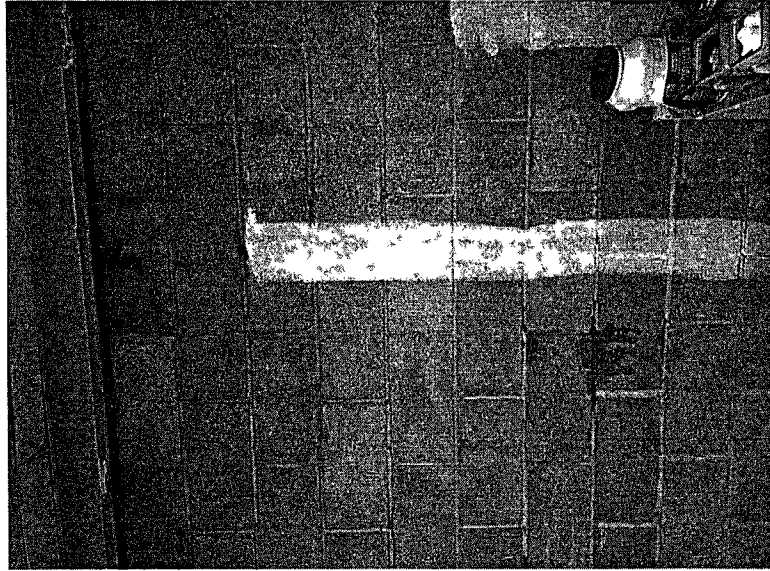


Fire Station 1 Update



Vertical cracks in brick columns and associated leaks identified in water testing
March 12, 2026

Fire Station 1 Update



Water seepage from rain event April 1 & 2, 2026



Custom Restoration, Inc.
P.O. Box 129
Sussex, WI 53089-0068
(O) 262-820-3030
scott@totalmasonryrepair.com

March 17, 2026

Submitted To:
Leonard Tarnow
Midwest Principal Development Engineer
Sustainable Infrastructure
Johnson Controls
219-216-5603

Masonry Water Test Report 2 – North Elevation

Fire Station #1

This report documents the secondary water test performed on the north elevation of the Fire Station on March 12. Testing followed Masonry Institute guidelines and utilized a long spray wand equipped with fan-pattern nozzles to saturate the specified columns and window assemblies. The intent was to add more water to the columns while spraying the windows.

The test was conducted by applying water to the upper window and column interface, followed by controlled application to the lower column area below the new flashing that spans between windows. Each test cycle lasted approximately 30 minutes to two (2) hours.

Multiple leaks were observed during this round of testing.

Observations – North Elevation

North Elevation – Column and Window Section

Water was applied directly to the window/column intersection above the upper flashing line. Within the test period, active leaks were observed at several interior locations.

To further isolate the failure point, the spray pattern was lowered to saturate the columns below the new top horizontal flashing. This produced additional positive water entry at the same interior leak points.

These results indicate that water may be entering through:

- The vertical column masonry,
- Cracked brick masonry.
- Potential need to install flashing around the columns and tie into flashing work above the windows.

Masonry Condition Observations

While testing the north elevation, multiple bricks were noted to have:

- Small fractures or cracks.
- Cracks appearing in both the lower column sections and upper wall areas.

These conditions can allow increased moisture absorption and may contribute to internal water migration during wind-driven rain events. In winter this moisture can freeze causing the bricks to expand and crack.

Recommendations

Based on the water test results and the observed masonry conditions, the following corrective actions are recommended:

1. Open a single column for internal inspection.
This will allow visibility of the existing flashing arrangement, internal drainage paths, and structural conditions to determine the most effective repair strategy.
2. Evaluate and modify flashing integration.
Consider tying the lower window-level flashing to create a continuous flashing to remove water.
3. Remove and replace damaged or cracked bricks within the column areas.
Fractured units may be contributing to moisture entry and should be repaired to restore the integrity of the building envelope.
4. Verify continuity of sealants and mortar joints.
5. Provide water test prior to installing masonry to ensure there is no leak.

Standard for Masonry Water Testing – ASTM C1601 Summary

This document summarizes the industry-standard method for conducting a masonry water test, based on ASTM C1601 – Standard Test Method for Field Determination of Water Penetration of Masonry Wall Surfaces.

ASTM C1601 provides procedures for evaluating surface water penetration of masonry walls under controlled conditions using a specified water flow rate and simulated wind pressure. The test is designed to measure water penetration at a specific location on an in-place wall rather than the overall watertightness of the masonry system.

Key Components of the Test Method

- A spray system with evenly spaced nozzles designed to create a uniform sheet of water across the wall surface.

- Defined water flow rate and air pressure conditions to simulate wind-driven rain exposure.
- A minimum test duration consisting of a 30-minute preconditioning period.
- Measurements of water flow, air pressure, reservoir levels, and visible leakage are recorded throughout the test.

Important Notes and Limitations

The test evaluates only the surface penetration at the tested location and is not intended to assess full-through-wall leakage. Results may be inaccurate if a uniform sheet of water cannot form due to surface texture, coatings, or other factors. Proper understanding of wall design, including drainage systems and flashing, is necessary to correctly interpret results. CRI is not an engineering or architectural firm and findings.



Khalek Building Services
3834 E Puetz Rd
Oak Creek, WI
53154, US
(414) 571-9999

Prepared By:
Jeremy Brock
(414) 426-9067
jeremy@khalek.co

Project: Franklin Fire Station

Scope of Work

Scope of work is for interior repairs of finishes/ insulation/ woodwork stemming from moisture infiltration and organic growth (mold). The proposal includes drywall and finishes to restore the Fire Station offices back to working order (where noted in bid). These areas are the offices and areas noted in bid and correspondence with Chief and Asst. Chief.

Scope of work bid is interior with the exception of the masonry which is the monument sign mentioned. It is our professional opinion that a water test be performed and a more thorough investigation into the cause of the water be done prior to curing the exterior facing offices. This is not included in this proposal, and is therefore an exclusion.

	Quantity	Unit Cost	Total Cost
Type X Drywall Description Drywall, tape, mud, labor and material to finish to a drywall finish level 4 Existing corners to be taped/ mudded where needed, all joints filled/ sanded per workmanship standards For kitchen and areas that need patching, all skim coating where wallpaper was removed, this work is captured in this amount	1 sq ft	\$14,375.00	\$14,375.00
07 25 00 - Insulation Description Weather Barriers- this is the price for "Bat type insulation that was existing. Price also includes 4 mil vapor barrier against CMU	5 ea	\$2,587.50	\$12,937.50
09 51 23 - Acoustical Tile Ceilings Description Acoustical Tile Ceilings- alter existing grid to 2'X2'- includes new tiles with reveal edge and all work and material to alter grid. Also includes cleaning/ painting of grid.	1 ea	\$14,950.00	\$14,950.00
09 72 23 - Wallpapering Description Wallpapering- Removal of existing wallpaper in office- 3 remaining walls	1 ea	\$2,587.50	\$2,587.50



	Quantity	Unit Cost	Total Cost
04 21 13 - Brick Masonry Description Brick Masonry for a new Monument sign that will incorporate the original signage and theme	1 ea	\$8,337.50	\$8,337.50
Millwork Cabinets Description. Cabinets and countertops to replace cabinets in Reception/ Admin area- Allowance to replace existing design	1 ea	\$3,450.00	\$3,450.00
08 43 00 - Storefronts Description: Storefronts	1 ea	\$17,537.50	\$17,537.50
08 43 29 - Sliding Storefronts Description Sliding Storefronts	1 ea	\$6,727.50	\$6,727.50
Finish Carpentry Description Labor to attach existing wainscoting, chair rail, loose molding from demo and windowsills	1 ea	\$1,725.00	\$1,725.00
Painting Description: Priming of all new drywall with 1 coat of drywall primer All fresh tape/ mud to be primed prior to topcoat of (two coats) of latex paint All offices figured to be 100% repainted Fire Chief- (15'x15'), Reception- (12'x12'), Assistant Fire chief- (12'x15'), Kitchen- (10'x32' cooking area), Day Room- (20'x32')- total 1,500 sq ft	1 ea	\$3,450.00	\$3,450.00
General Conditions Description General Conditions to include dumpsters, cleaning, supervision, closeout, safety, signage, communications, technology, final cleaning	1 ea	\$8,970.00	\$8,970.00
06 11 00 - Wood Framing Description Wood Framing- Only needed if additional insulation to achieve R-13 is desired Framing to include extending existing framing by 2", labor and material	1 ea	\$575.00	\$575.00
07 21 29 - Sprayed Insulation Description Spray applied closed cell Insulation- sprayed to existing thickness (1 5") or add (\$1,200) if R-13 (3 5") is required Insulation applied where current scope of work is being done only	1 ea	\$1,725.00	\$1,725.00
Electrical Description Allowance to cure any rusted junction boxes where demo and moisture was present.	1 ea	\$1,725.00	\$1,725.00
Demolition Description. Demolition to include removal of storefront windows/ sliding storefront at Kitchen if that option is taken. Price includes disposal of windows	1 ea	\$2,875.00	\$2,875.00

Notes





Quote: 1132 / Date: 1/23/2026

Summary

Subtotal	\$101,947 50
Bonding	\$1,019 48

\$102,967

Accepted By

Date

.....

.....

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS AND RECOMMENDATIONS	Request Common Council approval to purchase Knox MedVaults using existing grant funding from Department of Health Services (DHS) Funding Assistance Program (FAP), at a cost of \$14,782.00.	ITEM NUMBER H.20.

Background:

The fire department is seeking approval to implement a more secure, compliant, and accountable storage system of our narcotics that are carried on our three front-line paramedic units and stored at our headquarters for resupplying. MedVaults would include a 5-year data management system that would connect to the KnoxConnect software, allowing administrators to remotely monitor who accessed the vault and when while keeping records in the cloud for 7 years. This system would generate, record, and track audit trails up to 16,000 events which are essential for Drug Enforcement Administration (DEA) compliance. This unit would ensure that only authorized personnel can access and open a MedVault while also coming with a 5-year warranty and an expected lifespan of at least 10 years.

Financial Note:

Funding for this project has been allocated from grant funding already received from the State of Wisconsin EMS Funding Assistance Program. The funds being requested would be \$14,782.00 (budget lines 20-000-4143-7085 and expenditure line 20-0221-5329-7085).

COUNCIL ACTION REQUESTED

Request Common Council approval to purchase Knox MedVaults using existing grant funding from Department of Health Services (DHS) Funding Assistance Program (FAP), at a cost of \$14,782.00.



Knox Company
 1601 W Deer Valley Rd
 Phoenix AZ 85027
 United States

Quote# QT-KA-74167

QUOTED TO:
 CUS103507
 FRANKLIN FIRE DEPT
 8901 W DREXEL AVE
 FRANKLIN WI 53132-9725
 UNITED STATES
 MILWAUKEE

SHIP TO:
 FRANKLIN FIRE DEPT
 8901 W DREXEL AVE
 FRANKLIN WI 53132-9725
 UNITED STATES
 MILWAUKEE

Valid Through	Sales Rep	Terms	PO #	Shipping Method
9/12/2026	Jeff Mizinski	PP - Prepaid		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
5541	MedVault® 2.75 Large, MECHANICAL OVERRIDE, STD DOOR, WIFI STD, SURFACE	5	EA	\$2,320.00	\$11,600.00

Installation Address
 Primary System Code Role: PS-98-0028-01-75-EMS01

SMS-1001C5	5YR. KnoxConnect™ Cloud License 1-6 devices	1	EA	\$2,922.00	\$2,922.00
------------	--	---	----	------------	------------

Installation Address:
 Primary System Code Role: PS-98-0028-01-75-EMS01

Memo EMS Contact Form and Knox Connect Form required to place order.
 Customer Information Form required to setup invoicing State tax exemption
 certificate required to remove sales tax

Subtotal	\$14,522.00
Tax Amount	\$0.00
Shipping and Handling	\$260.00
Total	\$14,782.00

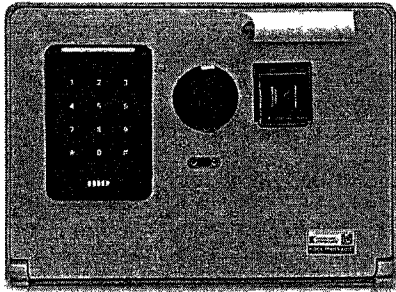


QT-KA-74167

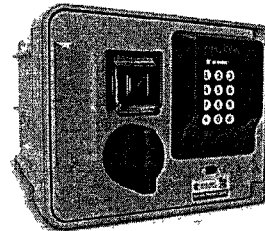


KNOX MEDVAULT® 2.75 SECURE NARCOTICS STORAGE

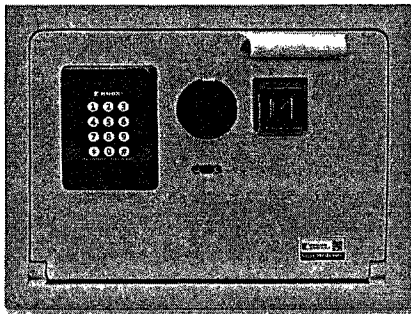
The Knox MedVault 2.75 and MedVault Mini offer secure narcotics storage in first responder vehicle applications. Devices automatically collect access events and upload them to the KnoxConnect® Software Management System for review. When used with KnoxConnect Notifications or integrated with inventory systems, MedVault 2.75 can strengthen the drug chain of custody tracking and reporting. Access methods include PIN entry, override key and now available for use with credentials such as badges, fobs and mobile credentials.



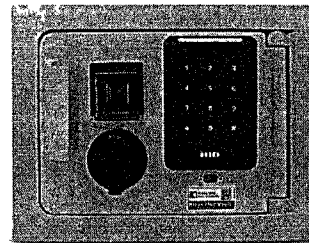
MedVault 2.75 Surface Mount with Badge Reader



MedVault 2.75 Mini Surface Mount



MedVault 2.75 Recessed Mount



MedVault 2.75 Mini Recessed Mount with Badge Reader

SECURITY

Durable and strong; proven performance in vehicles.

ACCOUNTABILITY

All access including key use, is time stamped, stored, and automatically uploaded to the KnoxConnect Software Management System.

DUAL AUTHENTICATION

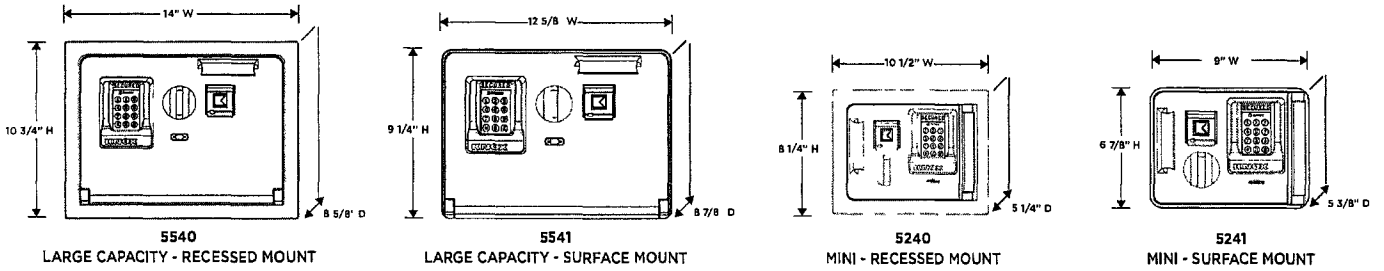
Access options include use of single or dual PIN, single or dual badges, or single badge plus PIN.

INTERNAL ANTENNA

Space saving internal WiFi antenna is protected from damage. Remote mount options are available.



KNOX MEDVAULT® 2.75 SECURE NARCOTICS STORAGE



MEDVAULT MECHANICAL SPECIFICATIONS

Models	Mounting Options	Dimensions External	Dimensions Internal	Weight (lbs.)	Finish	Material
5540	Recessed Mount	10 3/4" H X 14" W X 8 5/8" D	7 1/8" H X 10 1/4" W X 6 1/4" D	19.1	Textured Powder Coat	Cast Aluminum
5541	Surface Mount	9 1/4" H X 12 5/8" W X 8 7/8" D		17.2		

MEDVAULT MINI MECHANICAL SPECIFICATIONS

5240	Recessed Mount	8 1/4" H X 10 1/2" W X 5 1/4" D	5 1/4" H X 6 3/4" W X 3" D	9.7	Textured Powder Coat	Cast Aluminum
5241	Surface Mount	6 7/8" H X 9" W X 5 3/8" D		9.1		

*Soft sided cases or hard cases of less than 3 3/4" height can be up to 7 3/4" wide.

ELECTRICAL SPECIFICATIONS

Operating Temp	-20°C to 65°C (-4°F to 149°F)	Wiring	14-16 AWG
Humidity	95% RTH@ 25°C 76 hours	Communication	Ethernet or WIFI
Memory	Up to 16,000 audit events	Programming	USB 2.0 A Male to USB-C
	Up to 10,000 credentials	Networking	
Power Input	11.5 to 15.5 VDC	Ethernet	802.3 u
Standby Current	400 mA	WIFI	802.11 b/g/n (2.4 Ghz)
Peak Current	3 Amps	Regulatory	
Battery	CR2450 Lithium (RTC)	UL	437 (Master Keyed Lock Core only) 294 (Badge Reader only)
Reader	Supports HID Prox, IClass, SEOS, MiFare/DESFire EV1/EV2/EV3 CSN only, MiFare classic S10, Indala Prox, EM4102 Prox **		

**PIV class and Elite Key require special order. Contact Knox for details.

ACCESSORIES & REPAIR PARTS

91178	Replacement USB-A to USB-C Programming Cable
91198	MedVault 2.75 Tech Lock Package***
91199	MedVault 2.75 SMA Connector
91203	MedVault 2.75 Power Cable
91204	MedVault 2.75 AC Adapter
91206	Adapter, RP-SMA 90 Degree

***MedVault 2.75 does not include tech lock. The tech lock can be purchased separately.

MODEL OPTIONS

Select Key Type	Select Model	Select Credential Type
KLS	5240	BCG
- High Security Mechanical, (Keyed Alike)	5240 MedVault Mini Recessed	- Standard keypad
NCS Noncombined Lock (Keyed differently)	5241 MedVault Mini Surface	BCG Badge Reader, Capacitive Keypad (No special key)
KLS Knox eLock	5540 MedVault Recessed	BNR Prep for Customer Installed Badge Reader*
	5541 MedVault Surface	ACS No electronics for use with 3rd party access control
	5801 StationVault	

*Shipped with prep for customer-supplied badge reader. Contact Knox for more information.

ABOUT THE KNOX COMPANY

Since 1975, the Knox Company has successfully developed innovative rapid access solutions for first responders with products that provide fast, safe, and secure entry into commercial, industrial, and residential properties, while minimizing damage and maximizing safety. Today, more than 15,000 fire, EMS, and law enforcement departments/agencies depend on Knox products to gain access into over one million buildings/properties.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS AND RECOMMENDATIONS	Request Common Council approval to purchase replacement Knox Key Secure devices for all Fire Department vehicles at a cost not to exceed \$20,000.	ITEM NUMBER H.21.

Background:

Knox Boxes (Key Safes) are required by city ordinance on most commercial and multi-family residential buildings. Knox Box keys carried on fire department vehicles provide access to all Knox Boxes installed on these buildings, allowing FFD staff to enter without delay or causing property damage. Knox Box keys on fire department vehicles must be secured to reduce the possibility of loss, and liability due to lost keys. Lost keys would result in a breach of security to all homes/businesses equipped with a Knox Box. A loss of one key could result in not only legal liability, but the cost to re-key hundreds of Knox Boxes within the City. These keys need to be secured to maintain accountability. The current security devices installed on fire department apparatus are no longer supported by the manufacturer and are beginning to fail. These new units will not only provide the same security as legacy equipment but will allow a path to a future transition to electronic keys that are more secure than a physical key.

Financial Note:

The Knox Box Key Secure replacement project was prioritized highly in the department's 2026 capital improvement budget request, and the appropriation was included in the Mayor's recommended budget, as approved by Council. That appropriation will fund 100% of the purchase cost (Fund 41-0221-5815). A quotation from the Knox Company is attached with this action.

COUNCIL ACTION REQUESTED

Request Common Council approval to purchase replacement Knox Key Secure devices for all Fire Department vehicles using existing appropriations in the 2026 Capital Improvement Fund, at a cost not to exceed \$20,000



Knox Company
 1601 W Deer Valley Rd
 Phoenix AZ 85027
 United States

Quote# QT-KA-66995

QUOTED TO:
 CUS103507
 FRANKLIN FIRE DEPT
 8901 W DREXEL AVE
 FRANKLIN WI 53132-9725
 UNITED STATES
 MILWAUKEE

SHIP TO:
 FRANKLIN FIRE DEPT
 8901 W DREXEL AVE
 FRANKLIN WI 53132-9725
 UNITED STATES
 MILWAUKEE

Valid Through	Sales Rep	Terms	PO #	Shipping Method
6/2/2026	Jeff Mizinski	PP - Prepaid		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KS-6K2	KeySecure® 6, SUPPORTS 1 eKEY, 1 MSTR KEY	12	EA	\$1,302.00	\$15,624.00
Installation Address: Primary System Code Role. PS-98-0028-01-75-EKY01					
90034-KS5KS6	REPAIR TECH LOCK, KeySecure® 5/6	12	EA	\$0.00	\$0.00
Installation Address: Primary System Code Role: PS-98-0028-01-75-RTB01					
KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	12	EA	\$87.00	\$1,044.00
Installation Address: Primary System Code Role. PS-98-0028-01-75-EKY01					
SMS-9002C1	1YR. KnoxConnect™ Cloud License 7-20 devices	1	EA	\$1,298.00	\$1,298.00
Installation Address: Primary System Code Role: PS-98-0028-01-75-EKY01					
KSM-200AC	AC ADAPTER, WALL MOUNT, KeySecure®5 & 6	1	EA	\$0.00	\$0.00
Installation Address: Primary System Code Role PS-98-0028-01-75-BOXES					

Memo. To purchase, please complete the Knox Connect form, CIF form to be invoiced and provide tax exempt cert if applicable. Thank you.

Subtotal	\$17,966.00
Tax Amount	\$0.00
Shipping and Handling	\$230.00
Total	\$18,196.00



QT-KA-66995



KNOX[®]
When seconds matter[®]

THE NEXT GENERATION OF
MASTER KEY CONTROL



KNOX KEYSECURE[®] 6

Engineered to provide the highest level of flexibility, security and accountability, the Knox KeySecure 6 is the next generation of master key control. With options for dual support of a Knox mechanical master key and the new electronic key, Knox eKey[®], the KeySecure 6 provides flexibility and investment protection enabling your rapid access system to evolve into the next generation of rapid access: the Knox eLock System[®].

The KeySecure 6 utilizes KnoxConnect[®], a cloud-based management system, to disable eKeys, authorize users, configure devices, and retrieve audit trail information from any device connected to the web.



Flexibility

Configurable to secure both a mechanical key and eKey, making the transition to the electronic system easy.



Security

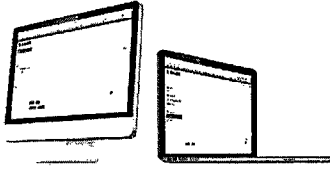
Keys are accessible with user PIN or SecurePIN temporary access code. Also support dual authentication requiring two PIN entry.



Accountability

Retrievable, end-to-end traceability on key usage via KnoxConnect.

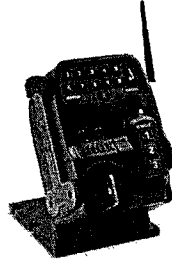
COMPONENTS OF THE KEYSECURE® 6



KNOXCONNECT

Cloud-Based Management System

- Used to configure and manage the Knox eLock System devices and users
- Admins have the ability to manage users and PIN codes, retrieve audit trail events and create reports from any device via a web browser
- Easy to use networking templates streamline setup to connect KeySecures to the cloud via Wifi or Ethernet



KEYSECURE 6

Key Retention Device

- Key control device used for securing, programming and charging the Knox eKey along with an option to secure a Knox mechanical master key
- Access using single PIN, dual PIN or SecurePIN access codes
- Capable of automatic upload of transaction history when configured for WiFi or Ethernet communication



MOUNTING BRACKET

60°, 90°, Flat Mount Options

- Mounts securely in an apparatus, vehicle, or office
- Optional mounting brackets available in flat, 60 and 90 degrees

KEYSECURE 6 PRODUCT SPECIFICATIONS*

Mechanical Specifications

Construction	Die-cast zinc
Dimensions	4 1/4" W x 6" H x 3 1/2" D
Product with WiFi Antenna	5 3/4" W x 10 1/4" H x 3 1/5" D
Weight	7.8 lb (shipping weight)
Finish	Matte black powder coating
Key Carrying Capability	1 Knox eKey or 1 Knox eKey and 1 Knox mechanical master key
Operating Temperature	-20°C to + 60°C (-4° F to 140°F)
Storage Temperature	-40°C to + 80°C (-40° F to 176°F)
Operating Humidity	95% RH @25°C 76 Hours
Alert LEDs	Yes (2)
Initial Power Stabilization Time	Up to 5 seconds
Audit Trail Events	Up to 16,000 events
User PIN Codes	Up to 5,000 PINs
FCC	Parts 15B and 15C
Regulatory	UL 437 Lock Core UL Classified Equipment Mounting System NFPA 1901-2016 Mounting

Electronic Specifications

Communication Standards	802.3 Ethernet, 802.11 b/g/n (2.4 GHz)
Security/Encryption	WPA-PSK, WPA2-PSK, WPA + WPA2-PSK EAP-PeAPv0 w/MSCHAP, EAP-PEAP-TLS EAP-TLS
Programming Port	Hirose USB
Com Port	Connect a Cat5e Ethernet cable for wired networking
Power	7 amp @ 12VDC +/- 10%

Model Numbers

MODEL #	TYPE
KS-6K1	KeySecure 6 unit only, secures an eKey only
KS-6K2	KeySecure 6 unit only, secures eKey and a mechanical key
KLS-MB-60	60 Degree Mounting Bracket
KLS-MB-90	90 Degree Mounting Bracket
KLS-FM	Flat-Mount Bracket
KLS-AP	Mounting Bracket Adapter Plate Kit

* Models and specifications subject to change without notice

MKT-KBBROC-0585

Contact your Regional Account Manager for more information.

KNOXBOX.COM

800.704.0889

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4-8-26
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND §121-9I. LICENSE FEES, FOR EXTRAORDINARY ENTERTAINMENT AND AMUSEMENT (SPECIAL) EVENTS, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN, TO CONFORM WITH THE FEES FOR SAME ADOPTED BY THE COMMON COUNCIL PURSUANT TO ORDINANCE NO. 2025-2713 ON NOVEMBER 18, 2025, AMENDING §169-1 LICENSES REQUIRED, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN	ITEM NUMBER B.22. City Wide

At the November 18, 2025 Common Council meeting the Council adopted Ordinance No. 2025-2713 to update licenses provided and fees required. The Ordinance proposed here is to conform Section 121-9.I. to include the increased fees. When reviewing our ordinances, I found that Section 121.9.I did not have the updated increased fees. The details regarding same are set forth in the Whereas provisions of the attached draft ordinance. This is just a housekeeping item to update this section.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend §121-9I. License Fees, for Extraordinary Entertainment and Amusement (Special) Events, of the Municipal Code of Franklin, Wisconsin, to Conform with the Fees for Same Adopted by the Common Council Pursuant to Ordinance No. 2025-2713 on November 18, 2025, Amending §169-1 Licenses Required, of the Municipal Code of Franklin, Wisconsin.

CLERKDEPT/SJR

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND §121-9I. LICENSE FEES, FOR EXTRAORDINARY ENTERTAINMENT AND AMUSEMENT (SPECIAL) EVENTS, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN, TO CONFORM WITH THE FEES FOR SAME ADOPTED BY THE COMMON COUNCIL PURSUANT TO ORDINANCE NO. 2025-2713 ON NOVEMBER 18, 2025, AMENDING §169-1 LICENSES REQUIRED, OF THE MUNICIPAL CODE OF FRANKLIN, WISCONSIN

WHEREAS, the Common Council adopted Ordinance No. 2025-2713 on November 18, 2025, amending §169-1 Licenses Required, of the Municipal Code, which provided in part that the then current license fee of \$100 for an Extraordinary Entertainment and Amusement (Special) Event be amended to \$175.00 each day (consecutive day event with no breaks up to 4 days), and \$750.00 for a multi-day event (5 or more days, flat fee); and

WHEREAS, while §169-1 as amended does specifically reference §121-9 Extraordinary entertainment and amusement with regard to the aforesaid fees, §121-9 has not been amended to conform with §169-1 as amended, so such amendment is the purpose of this Ordinance to provide technical conformity within the Municipal Code on the subject, noting that §121-1 already provides that license fees for entertainment or amusement business in Article I shall be as specified in Chapter 169, though §121-9I. still has the \$100 fee .

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

SECTION 1: §§121-9I. License fees, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows: delete: “\$100”, and in place thereof, insert: “\$175.00 each day (consecutive day event with no breaks up to 4 days), and \$750.00 for a multi-day event (5 or more days, flat fee)”.

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

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

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

ORDINANCE NO. 2026-_____

Page 2

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/08/26
REPORTS & RECOMMENDATIONS	Results of the Department of Public Works Sale of Surplus Vehicles & Equipment	ITEM NUMBER D.23. District N/A

The following are the results of the sale of Department of Public Works surplus equipment through Auction Associates on March 14th, 2026:

EQUIPMENT	AUCTION SALE PRICE
2005 Sterling LT8513 Dump Truck, VIN #68686	9,000.00
2006 Sterling Dump Truck, VIN #72502	10,000.00
Swenson V-box Salt Spreader	1,400.00
AgriMetal Straw Blower	2,100.00
Other Dept Vehicles:	
N/A	
Sub-Total	\$22,500.00
Auction Fee/Commission	-\$2,292.00
Tow Away Fee	-\$0
Fuel/Other Fee	-\$0
Total	\$20,208.00

COUNCIL ACTION REQUESTED

This item is for Council review only, no action necessary.

Seller Settlement

Auction Associates, Inc.
 W5066 County Road BE
 Bonduel, WI 54107
 920-748-3002

Seller Information

City of Franklin
 Kevin Schlueter
 7979 West Ryan Road
 Franklin, WI 53132

Auction Information

Auction: Spring Government Municipal Auction
 Date: 03/14/2026

Lot Num	Description	Bid	Comm %	Comm Total	Lot Net
1968	2005 Sterling LT8513 Dump Truck VIN# 2FZHAWDC75AN68686	\$9,000.00	10%	\$ 900.00	\$ 8,100.00
1969	2006 Sterling Dump Truck VIN# 2FZHAWDC06AV72502	\$10,000.00	10%	\$ 1,000.00	\$ 9,000.00
1970	Swenson V Box Salt Spreader	\$1,400.00	13%	\$ 182.00	\$ 1,218.00
1971	AgriMetal Straw Blower	\$2,100.00	10%	\$ 210.00	\$ 1,890.00

Expenses

Description	Quantity	Amount

Commission Settings:

Calculate Commission By: Each

Commission Structure Type: Sliding Scale

up to \$2,000	13%
\$2,000.01-\$25,000	10%
Over \$25,000	8%

Auction Summary

Auction Gross	\$22,500.00
Commissions	\$ (2,292.00)
Expenses	\$ -
Auction Net	\$20,208.00
Total Paid	\$20,208.00

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 8, 2026
REPORTS AND RECOMMENDATIONS	Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and potential Amendment to Agreement Between the City of Franklin and JPM Acoustics Noise Vibration, for sound monitoring, noise mitigation, and compliance services at the Tax Incremental District No. 5 Ballpark Commons area. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER D.24.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/8/2026
REPORTS & RECOMMENDATIONS	<p align="center">City personnel compensation alignment discussion. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p align="center">ITEM NUMBER</p> <p align="center">D. 25.</p>

COUNCIL ACTION REQUESTED

A motion, with regard to City personnel compensation alignment, to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to consider approval of a related budget allocation as it deems appropriate.

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 12/16/2025</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">City personnel compensation alignment discussion. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p align="center">ITEM NUMBER G 15.</p>

COUNCIL ACTION REQUESTED

A motion, with regard to City personnel compensation alignment, to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reconvene in open session at the same place thereafter to consider approval of a related budget allocation as it deems appropriate.

APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 04/08/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of April 8th, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of April 8th, 2026.



414-425-7500

License Committee Agenda*
Franklin City Hall Inspection Conference Room
9229 West Loomis Road, Franklin, WI
April 8, 2026– 5:40 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2025-2026 New	Ann Adamski Civic Celebration			
Operator 2025-2026 New	Jason Liedle Highland Games			
Operator 2025-2026 New	Patricia McCune Walgreens #15020			
Operator 2025-2026 New	Jacquelyn Murphy Tail Spin Pub & Pizza			
Operator 2025-2026 New	Michael Salas Rock Sports Complex/Ballpark Commons			
Operator 2025-2026 New	Faye Young Tail Spin Pub & Pizza			
Operator 2026-2027 Renewal	John Braovac Croatian Park			
Temporary Entertainment & Amusement	Franklin Place Memory Care Person in Charge: Shelly Mrozinski Event: Franklin Place Car Show Location: 9201 W. Drexel Ave Event Date: 06/6/26 Time: 10:00 AM to 2:00 PM			
Amusement Device Operator 2025-2026	East Central Coin Inc 1460 Geiser Way, PO Box 318 Chilton WI 53014 Robert Cullen			

*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 4/8/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated March 13, 2026 through April 2, 2026 Nos. 206389 through Nos. 206601 in the amount of \$ 1,718,196.48. Also included in this listing are EFT Nos. 6426 through EFT Nos. 6453, Library vouchers totaling \$ 22,094.40, Tourism vouchers totaling \$ 33,595.66 and Water Utility vouchers totaling \$ 127,090.17. Voided checks in the amount of \$ (88,250.11) are separately listed.

Early release disbursements dated March 13, 2026 through April 1, 2026 in the amount of \$ 1,192,289.57 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.

Attached is a list of property tax disbursements, EFT Nos. 573 through Nos. 578 and EFT Nos. 366 (S) through Nos. 367 (S) dated March 18, 2026 through March 23, 2026 in the amount of \$ 33,941,346.84. \$ 64,119.27 represents refund reimbursements and \$ 33,877,227.57 represents settlements from US Bank. There is also an additional \$ 54,681,946.77 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated March 20, 2026 is \$ 500,383.61, previously estimated at \$ 484,000. Payroll deductions dated March 20, 2026 are \$ 560,788.75, previously estimated at \$ 564,000.

The net payroll dated April 3, 2026 is \$ 471,049.90, previously estimated at \$ 490,000. Payroll deductions dated April 3, 2026 are \$ 280,715.03, previously estimated at \$ 277,000.

The estimated payroll for April 17, 2026 is \$ 510,000 with estimated deductions and matching payments of \$ 561,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of April 2, 2026 in the amount of \$ 1,718,196.48
- Payroll dated March 20, 2026 in the amount of \$ 500,383.61 and payments of the various payroll deductions in the amount of \$ 560,788.75 plus City matching payments and
- Payroll dated April 3, 2026 in the amount of \$ 471,049.90 and payments of the various payroll deductions in the amount of \$ 280,715.03 plus City matching payments and
- Estimated payroll dated April 17, 2026 in the amount of \$ 510,000 and payments of the various payroll deductions in the amount of \$ 561,000, plus City matching payments.

ROLL CALL VOTE NEEDED