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CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
TUESDAY, AUGUST 18, 2026 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes:
  - 1. Regular Common Council Meeting of August 4, 2026.
  - 2. Special Common Council Meeting of August 6, 2026.
- D. Hearings.
- E. Organizational Business-the Mayor has made the following appointments for Council Confirmation:
  - 1. Jeff Steinbach, 8109 S. 47th St., Ald. Dist. 5-Community Development Authority, 4 year term expiring 08/30/30.
  - 2. Michelle Streed, 10528 W. Cortez Circle, Unit 22, Ald. Dist. 6-Community Development Authority, 4 year unexpired term expiring 08/30/28.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Consent Agenda:
    - (a) A Resolution authorizing the Director of Health and Human Services, to approve and sign the Fun Flicks Outdoor Movies City of Franklin Contract.
    - (b) A Resolution Authorizing Franklin Director of Health and Human Services to Accept and Execute the Grant Agreement – Amendment between Community Advocates and City of Franklin for Alliance Wisconsin Youth State Opioid Response (SOR4) Prevention.
  - 2. Authorization to Continue Design of S. 51<sup>st</sup> Street.
  - 3. A Resolution for acceptance of a Watermain Easement and Sanitary Sewer Easement for 7705 S 31st Street, (TKN 786-9988-000), 7631 S. 31st Street, (TKN 786-9987-000), and 7721 S. 31st Street (TKN 786-9992-000), (Advenir Azora Development, Applicant), (Matteo and Germano Norante, Owner, 7705 S. 31st Street) (BC Management, Owner, 7631 S. 31st Street) (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street).

4. A Resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement for 7705 S 31st Street, (TKN 786-9988-000), 7631 S. 31st Street, (TKN 786-9987-000), and 7721 S. 31st Street (TKN 786-9992-000), (Advenir Azora Development, Applicant), (Matteo and Germano Norante, Owner, 7705 S. 31st Street) (BC Management, Owner, 7631 S. 31st Street) (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street).
  5. A Resolution authorizing certain officials to execute a Development Agreement for 7705 S. 31st Street, (TKN 786-9988-000), 7631 S. 31st Street, (TKN 786-9987-000), and 7721 S. 31st Street (TKN 786-9992-000), (Advenir Azora Development, Applicant), (Matteo and Germano Norante, Owner, 7705 S. 31st Street) (BC Management, Owner, 7631 S. 31st Street) (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street).
  6. A Resolution authorizing certain officials to accept a Conservation Easement for 7705 S 31st Street, (TKN 786-9988-000), 7631 S. 31st Street, (TKN 786-9987-000), and 7721 S. 31st Street (TKN 786-9992-000), (Advenir Azora Development, Applicant), (Matteo and Germano Norante, Owner, 7705 S. 31st Street) (BC Management, Owner, 7631 S. 31st Street) (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street).
  7. A Resolution to Rename Ernie Lake Park to 'Tony Megna Park, Home of Lake Ernie,' located at 8000 S Chapel Hill Drive (TKN 800-9972-005, 800-9982-010, 795-9999-005 and 800-0102-000) (City of Franklin, Property Owner).
  8. An Ordinance to Modify the Municipal Code Section 245-5 D. (4) Designating No Parking on the West Side of Schlueter Pkwy from W. Drexel Avenue to S. Legend Drive.
  9. Pleasant View Reserve Claims by Veridian Homes. The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
  10. A Resolution to Award the Pleasant View Reserve Subdivision Repairs Project to Payne and Dolan, Inc. in the Amount of \$464,154.20.
  11. Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility. 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 Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, 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.
- H. Licenses and Permits: License Committee Meeting of August 18, 2026.
- I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

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

REMINDERS:

|             |                            |           |
|-------------|----------------------------|-----------|
| August 20   | Plan Commission            | 6:00 p.m. |
| September 1 | Common Council             | 6:30 p.m. |
| September 3 | Plan Commission            | 6:00 p.m. |
| September 7 | City Hall Closed-Labor Day |           |

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
AUGUST 4, 2026  
MINUTES

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|------------------------------------------------------------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ROLL CALL                                                              | A.      | The regular meeting of the Franklin Common Council was held on August 4, 2026, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Johnson, Alderwoman Eichmann, Alderman Hasan, Alderwoman Kresovic, Alderman Salous, and Alderwoman Kenney. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski, City Attorney Christina Lucchesi and City Clerk Shirley Roberts. |
| CITIZEN COMMENT                                                        | B.      | Citizen comment period was opened at 6:31 p.m. and was closed at 6:45 p.m.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| MINUTES<br>JULY 21, 2026                                               | C.      | Alderman Hasan moved to approve the minutes of the Common Council meeting of July 21, 2026, as presented. Seconded by Alderwoman Kenney. All voted Aye; motion carried.                                                                                                                                                                                                                                                                                                                                                                                             |
| CONSENT AGENDA                                                         | G.1.    | Alderman Hasan moved to approve the following consent agenda items:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| RES. NO. 2026-8505<br>CONSERVATION<br>EASEMENT 11311 W<br>FOREST HOME  | G.1.(a) | Approve Resolution No. 2026-8505, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A REVISED CONSERVATION EASEMENT FOR 11311 W. FOREST HOME FHCC #1 LLC, FHCC #2 LLC, FHCC #3 LLC, (ENER-CON COMPANIES, INC., APPLICANT); and                                                                                                                                                                                                                                                                                                                                   |
| RES. NO. 2026-8506<br>2026 DIVISION OF<br>PUBLIC HEALTH<br>CONTRACT    | G.1.(b) | Approve Resolution No. 2026-8506, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2026 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT; and                                                                                                                                                                                                                                                                                                                                                                       |
| RES. NO. 2026-8507<br>FUN FLICKS CONTRACT                              | G.1.(c) | Approve Resolution No. 2026-8507, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES, TO SIGN THE 2026 FUN FLICKS OUTDOOR MOVIE CITY OF FRANKLIN HEALTH DEPARTMENT CONTRACT.<br>Approval for all the above consent agenda items was seconded by Alderman Salous. All voted Aye; motion carried.                                                                                                                                                                                                                                                |
| RES. NO. 2026-8508<br>116 <sup>TH</sup> ST TRAIL CHANGE<br>ORDER NO. 1 | G.3.    | Alderwoman Kenney moved to adopt Resolution No. 2026-8508, A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 FOR THE S. 116 <sup>TH</sup> STREET TRAIL TO WILLKOMM EXCAVATING & GRADING, INC. FOR THE AMOUNT OF \$486,750.00. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.                                                                                                                                                                                                                                                                     |

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|-------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RES. NO. 2026-8509<br>WETLAND MITIGATION<br>CREDITS                                                   | G.4. | Aldерwoman Kenney moved to adopt Resolution No. 2026-8509, A RESOLUTION TO PURCHASE ADDITIONAL WETLAND MITIGATION CREDITS FOR THE S. 116 <sup>TH</sup> TRAIL PROJECT. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.                                                                                                                                                                                                                      |
| RES. NO. 2026-8510<br>116 <sup>TH</sup> ST TRAIL CHANGE<br>ORDER NO. 6                                | G.2. | Aldерwoman Kenney moved to adopt Resolution No. 2026-8510, A RESOLUTION TO EXECUTE S. 116 <sup>TH</sup> STREET TRAIL PROJECT CHANGE ORDER NO. 6 TO GRAEF-USA, INC. IN THE AMOUNT OF \$45,000.00. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.                                                                                                                                                                                           |
| SEWER EXTENSIONS<br>EXTENDED WORK<br>HOURS                                                            | G.5. | Aldерwoman Kresovic moved to approve the extended work hours as requested by Super excavators. Seconded by Aldерwoman Eichmann. All voted Aye; motion carried.                                                                                                                                                                                                                                                                                                      |
| ORD. NO. 2026-2745<br>AMEND ORD. NO. 2025-<br>2712 APPROPRIATIONS<br>FOR THE 2026 BUDGET              | G.6. | Aldерwoman Eichmann moved to adopt Ordinance No. 2026-2745, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, WATER FUND, TID 8 PROJECTS FUND AND TID 9 PROJECTS FUND TO PROVIDE APPROPRIATIONS FOR CRITICAL CAPITAL PROJECTS NECESSARY FOR THE 2026 BUDGET. Seconded by Aldерwoman Kresovic. On roll call, all voted Aye. Motion carried. |
| ORD. NO. 2026-2746<br>AMEND ORD. NO. 2025-<br>2712 EXTENDED<br>WARRANTY OF 3PAR<br>SAN INFRASTRUCTURE | G.7. | Aldерwoman Kresovic moved to adopt Ordinance No. 2026-2746, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$20,000 OF CONTINGENCY APPROPRIATIONS FOR THE EXTENDED WARRANTY OF FRANKLIN'S 3PAR SAN INFRASTRUCTURE. Seconded by Aldерwoman Kenney. On roll call, all voted Aye. Motion carried.                                                                                            |
| PARK PLACE<br>TECHNOLOGIES<br>CONTRACT                                                                | G.8. | Aldерwoman Eichmann moved to authorize the director of IT to sign and execute an annual warranty and repair contract with Park Place Technologies in the amount of \$19,158. Contracts are contingent upon any technical corrections as determined by the City Attorney and the Director of IT. Funding is appropriated within IS Equipment Maintenance Account 01-0144-5242. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.              |

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|-------------------------------------------------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RENAME<br>INFORMATION<br>SERVICES<br>DEPARTMENT                   | G.9.  | Aldерwoman Eichmann moved to rename the “Information Services” Department to “Security and Information Technology Management” and authorize the accountability and responsibility within the department scope of services. Seconded by Aldерwoman Kenney. All voted Aye; motion carried.                                                                                                                                                                                                                                                                                                                                                                                 |
| RES. NO. 2026-8511<br>YASKAWA LAND<br>COMBINATION                 | G.10. | Aldерwoman Kresovic moved to adopt Resolution No. 2026-8511, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR 4801 W. ASHLAND WAY & 4710 W. BASSWOOD DRIVE (TKN 900-0009-021 & 900-0009-007) (YASKAWA AMERICA INC, APPLICANT AND PROPERTY OWNER). Seconded by Aldерwoman Eichmann. All voted Aye; motion carried.                                                                                                                                                                                                                                                                                                                                             |
| RES. NO. 2026-8512<br>2 ADDITIONAL YEARS<br>ON RES. NO. 2024-8153 | G.11. | Alderman Hasan moved to adopt Resolution No. 2026-8512, A RESOLUTION TO EXTEND FOR ADDITIONAL TWO (2) YEARS RESOLUTION NO. 2024-8153, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR LAKE GROVE PLACE, A MULTI-FAMILY DEVELOPMENT WITH 38 DWELLING UNITS UPON PROPERTY LOCATED AT APPROXIMATELY 3709 W. COLLEGE AVENUE (SAFARI HOMES FRANKLIN LLC). Seconded by Alderman Salous. All voted Aye; motion carried.                                                                                                                                                                                                                 |
| FORWARD APPRAISAL,<br>LLC AGREEMENT                               | G.12. | Aldерwoman Kenney moved to approve the Professional Services Renewal Agreement between the City of Franklin and Forward Appraisal, LLC for assessment services for the 2027-2029 assessment years and authorize the Mayor and City Clerk to execute the agreement in substantially the form presented, with changes to the agreement as approved by the Director of Finance and Treasurer, the City Administrator and the City Attorney. Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.                                                                                                                                                       |
| EMPLOYEE POLICIES                                                 | G.13. | Aldерwoman Kresovic moved to approve implementation of the Personnel Committee’s recommended revisions to non-represented employee personnel policies, including:<br><ol style="list-style-type: none"><li>1. Approval of the proposed Sick Leave Policy revisions; and</li><li>2. Rescission of the Employee Recruitment and Retention Tool Policy, including elimination of the Advance Notice Stipend provisions; and</li><li>3. Authorization for Administration and Human Resources to update the Employee Handbook, Civil Service Personnel Administration Program, administrative procedures, and related personnel documents as necessary to implement</li></ol> |

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

Mayor Nelson called a recess at 8:11 p.m.  
Mayor Nelson reconvened at 8:20 p.m.

CLOSED SESSION  
CELL TOWERS LEASE  
AGREEMENT

- G.14. Alderwoman Eichmann moved to enter closed session at 8:21 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communication Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, 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.

Upon reentering open session at 8:38 p.m. Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted aye; motion carried.

CLOSED SESSION  
CITY PERSONNEL  
ALIGNMENT  
DISCUSSION

- G.15. Alderwoman Kresovic moved, with regard to City personnel compensation alignment, to enter closed session at 8:38 p.m. 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. Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:41 p.m. Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

MISCELLANEOUS  
LICENSES

- H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of August 4, 2026.

Grant New 2026-27 Operator License to: Gloria Grabarczyk, Helen Kacmarynski, Elizabeth Karas, Adam Kopp, Lydia Lemanski, Sharon Ryan, Lindsay Safranek, Amanda Smith, Pleng Xiong;  
Grant Temporary Class “B” Beer & “Class B” Wine License to St Martin of Tours – Fall Harvest Festival, Person in Charge: Jennifer Drzewiecki, Location: St Martin of Tours Church 7963 S 116<sup>th</sup> St, Franklin, WI, Date of Event: 11/14/26 – 5:00 pm to 10:00 pm;



Grant Amendment to Public Grant Application for Franklin Health Department 2026 Events to Add Date for Franklin Health Department – Outdoor Movie Night, Fee Waiver: Temporary Entertainment & Amusement License, Date of the Event: August 18, 2026, Location: City Hall Lawn;

Grant Temporary Entertainment & Amusement License to Franklin Health Department, Person in Charge: Megan Cramer, Event: Outdoor Movie Night, Location: City Hall Lawn, Event Date: 8/18/26, Time: 5:00 PM to 9:00 PM;

Grant Temporary Class “B” Beer And Temporary Entertainment & Amusement License to VFW Post 10394: St. Martin’s Labor Day Fair, Person in Charge: Andrew Hushek, Location: 11310 S Church St, Dates of Event: 9/6/26 and 9/7/26;

Grant Temporary “Class B” Beer License to Franklin Lioness Lions Club: St. Martin’s Labor Day Fair, Person in Charge: Sharon Ryan, Dates of Event: 9/6/26 & 9/7/26;

Seconded by Alderwoman Kenney. On roll call, all voted Aye. Motion carried.

VOUCHERS AND  
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of July 30, 2026 in the amount of \$2,581,554.76, and payroll dated July 24, 2026 in the amount of \$496,638.50 and payments of the various payroll deductions in the amount of \$585,042.87 plus City matching payments, and estimated payroll dated August 7, 2026 in the amount of \$484,000 and payments of the various payroll deductions in the amount of \$278,000, plus City matching payments. Seconded by Alderwoman Kenney. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Hasan moved to adjourn the meeting of the Common Council at 8:44 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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CITY OF FRANKLIN  
SPECIAL COMMON COUNCIL MEETING  
AUGUST 6, 2026  
MINUTES

- |                                                   |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ROLL CALL                                         | A. | The special meeting of the Franklin Common Council was held on August 6, 2026, and was called to order at 6:00 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Johnson, Alderman Hasan, Alderman Salous, and Alderwoman Kenney. Alderwoman Kresovic and Alderwoman Eichmann were excused. Also in attendance were Director of Administration Kelly Hersh, City Attorney Christina Lucchesi and Deputy City Clerk Maggie Poplar. |
| CITIZEN COMMENT                                   | B. | Citizen comment period was opened at 6:01 p.m. and was closed at 6:01 p.m.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| COMMUNITY<br>DEVELOPMENT BLOCK<br>GRANT AGREEMENT | C. | Alderman Hasan moved to authorize City staff to execute a Cooperation Agreement with Milwaukee County for an additional 3-year participation, program years 2027 through 2029, in the Community Development Block Grant and HUD HOME funds, subject to approval as to form by the City Attorney, which changes from the attached document may include technical corrections, clarification, or other such changes that do not entail a substantial substantive difference. Seconded by Alderman Salous. All voted Aye; motion carried.                |
| ADJOURNMENT                                       | D. | Alderwoman Kenney moved to adjourn the special meeting of the Common Council at 6:01 p.m. Seconded by Alderman Johnson. All voted Aye; motion carried.                                                                                                                                                                                                                                                                                                                                                                                                |

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| <b>APPROVAL</b>                    | <b>REQUEST FOR<br/>COMMON COUNCIL ACTION</b> | <b>MEETING<br/>DATE<br/>08-18-26</b> |
| <b>ORGANIZATIONAL<br/>BUSINESS</b> | <b>Mayoral Appointment</b>                   | <b>ITEM<br/>NUMBER<br/>E.</b>        |

The Mayor has made the following appointments for Council confirmation:

1. Jeff Steinbach, 8109 S. 47th St., Ald. Dist. 5-Community Development Authority, 4 year term expiring 08/30/30.
2. Michelle Streed, 10528 W. Cortez Circle, Unit 22, Ald. Dist. 6-Community Development Authority, 4 year unexpired term expiring 08/30/28.

### **COUNCIL ACTION REQUESTED**

Motion to confirm the following Mayoral Appointments:

1. Jeff Steinbach, 8109 S. 47th St., Ald. Dist. 5-Community Development Authority, 4 year term expiring 08/30/30.
2. Michelle Streed, 10528 W. Cortez Circle, Unit 22, Ald. Dist. 6-Community Development Authority, 4 year unexpired term expiring 08/30/28.

**ROLL CALL VOTE**

CLERKDEPT

## **Maggie Poplar**

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Wednesday, April 29, 2026 12:33 PM  
**To:** Lisa Huening; Shirley Roberts; Maggie Poplar  
**Subject:** Volunteer Fact Sheet

**Name:** Michelle Streed  
**PhoneNumber:**  
**EmailAddress:** mlstreed2011@gmail.com  
**YearsasResident:** 5  
**Alderman:**  
**ArchitecturalBoard:**  
**CivicCelebrations:**  
**CommunityDevelopmentAuthority:** on  
**EconomicDevelopmentCommission:**  
**EnvironmentalCommission:**  
**FinanceCommittee:**  
**FairCommission:**  
**BoardofHealth:**  
**FirePoliceCommission:**  
**ParksCommission:** on  
**LibraryBoard:**  
**PlanCommission:**  
**PersonnelCommittee:**  
**BoardofReview:**  
**BoardofPublicWorks:**  
**QuarryMonitoringCommittee:**  
**TechnologyCommission:**  
**TourismCommission:**  
**BoardofZoning:**  
**WasteFacilitiesMonitoringCommittee:**  
**BoardWaterCommissioners:**  
**CompanyNameJob1:** Franklin Public Schools  
**CompanyAddressJob1:** 8255 West Forest Hill Ave. Franklin, WI 53132  
**TelephoneJob1:** 414.529.8220  
**StartDateandPositionJob1:** September 2022/Instructional Coach  
**EndDateandPositionJob1:** Current Role/Instructional Coach  
**CompanyNameJob2:** Neenah Joint School District  
**AddressJob2:** 410 S. Commercial Street Neenah, WI 54956

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TelephoneJob2:</b>            | 920.751.6800                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>StartDateandPositionJob2:</b> | September 2021/Instructional Coach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>EndDateandPositionJob2:</b>   | September 2022/Instructional Coach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>CompanyNameJob3:</b>          | Nicolet Union School District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>AddressJob3:</b>              | 6701 N. Jean Nicolet Rd. Glendale, WI 53217                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>TelephoneJob3:</b>            | 414.351.1700                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>StartDateandPositionJob3:</b> | September 2015/English Educator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>EndDateandPositionJob3:</b>   | June 2021/English Educator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Signature:</b>                | Michelle L. Streed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Date:</b>                     | 4/29/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Signature2:</b>               | Michelle L. Streed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Date2:</b>                    | 4/29/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Address:</b>                  | 10528 West Cortez Circle, #22, Franklin, WI 53132                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>PriorityListing:</b>          | 1. Community Development Authority 2. Parks Commission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>WhyInterested:</b>            | <p>I had never considered a volunteer role for local government, but I see just how much the work of local government and these volunteer roles impact my daily experience. I am no better than anyone else, but I am certainly able to use the brains in my head and feet in my shoes to support my community. And with the larger national political climate, I'm galvanized to try to contribute to my community. The Franklin Community Page on Facebook is typically how I've interacted with some of these local issues. The discourse there is very limited and devoid of context. I'd like to learn more about these issues, and getting involved how to start. The work of the Community Development Authority has a role in envisioning the future of where Franklin could be. I would like to be a part of that development. And, the Parks Board creates special moments within and for our community with Parks. Given my role as an educator, I could envision novel possibilities.</p> <ul style="list-style-type: none"> <li>● Support the work of high performing teams across the content areas through embedded coaching around team-identified problems of practice</li> <li>● Develop professional learning plan to embed literacy practices grounded in the science of reading within 6-12 classrooms</li> <li>● Collaborate with district and building stakeholders to review current ELA curriculum, research the components of an ideal curriculum, and adopt a new ELA resource for 6-8th grades</li> <li>● Design and implement the district New Teacher Mentoring program emphasizing supporting new-to-profession educators in developing strong instructional practice</li> </ul> |
| <b>DescriptionofDutiesJob1:</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>DescriptionofDutiesJob2:</b>  | Conduct audit of current universal and specialized instructional practices, aggregate data for use in strategic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

planning for professional learning and practice, and present to stakeholders Lead district equity team Professional Development Subcommittee in the designing and facilitating of district-wide professional development

**Description of Duties Job 3:**

● Assumed responsibility for instruction in the following areas: English 9, English 10, Honors English 11, Modern Literature, Creative Writing, Film Studies

**Additional Experience:**

I am a deep reader and critical thinker. I ask big questions and support teams in broadening their ideas of what could be possible. I am an effective communicator and coachable. If chosen as a volunteer for a committee, I will do my due diligence and be prepared for commitments I make. A team can count on me to be committed to the work. I also am an adjunct professor with the University of Wisconsin-Milwaukee with their graduate and undergraduate programming.

See Current Results



| APPROVAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | REQUEST FOR<br>COUNCIL ACTION                                                                                                                                               | MEETING DATE<br>8/18/2026                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Reports and<br>Recommendations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Motion to approve a resolution authorizing the<br>Director of Health and Human Services, to approve<br>and sign the Fun Flicks Outdoor Movies City of<br>Franklin Contract. | ITEM NUMBER<br>ALL DISTRICTS<br>J.I. Cal |
| <p><b>Background:</b> The City of Franklin Health Department's (FHD) mission is to protect and promote health and well-being within the Franklin community through disease prevention and health education. In line with this mission, FHD is dedicated to providing year-round, substance-free community events to create a safe and inclusive environment for all residents.</p> <p><b>Analysis:</b> The City of Franklin Health Department hosts a variety of events throughout the year to provide substance free activities and educational opportunities for residents of all ages. FHD has available grant funding to provide a substance free family Trunk or Treat in partnership with the Franklin Public Library on Thursday, October 22nd, that will offer a fun and engaging way for families to come together and youth to Trick or Treat in a safe, community gathering space. This event aims to create a space where community members and youth specifically, can socialize and be entertained without the presence of substances.</p> <p>The updated contract has been sent to the City Attorney for review.</p> <p><b>Fiscal Note:</b> The contract total of \$1,700 will be paid by the current Drug Free Communities (DFC) Grant. There will be no impact on the City of Franklin budget for these expenses</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>The Director of Health and Human Services requests a motion to approve a resolution authorizing the Director of Health and Human Services to sign the Fun Flicks Outdoor Movies City of Franklin Contract.</p> |                                                                                                                                                                             |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                             |                                          |

Health Department: MC

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*Draft 08/18/2026*

RESOLUTION NO. 2026-\_\_\_\_

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES, TO SIGN THE 2026 FUN FLICKS OUTDOOR MOVIES CITY OF FRANKLIN HEALTH DEPARTMENT CONTRACT.

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WHEREAS, The City of Franklin Health Department (FHD) mission is to protect and promote health and well-being within the Franklin community through disease prevention and health education; and

WHEREAS, FHD is dedicated to providing substance-free community events throughout the year,

WHEREAS, the FHD has available grant funding to support the Annual Trunk or Treat event in partnership with the Franklin Public Library on October 22<sup>nd</sup>, 2026

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the motion to sign the 2026 Fun Flicks Outdoor Movie City of Franklin Health Department Contract is hereby approved.

BE IT FURTHER RESOLVED that the Franklin Health Department is hereby authorized to execute the Fun Flicks Outdoor Movies City of Franklin Health Department 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:

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John R. Nelson, Mayor

ATTEST:

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Shirley J. Roberts, City Clerk

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

**Invoice #63780179**

Sign & Pay Online! If you need to print and mail your contract, please mail to  
Project Entertainment LLC, DBA FunFlicks  
2246 Balsam Way  
Green Bay, WI 54313  
Phone 888-550-8290

*Billing Information*

**Volition Franklin/Franklin Public Library**  
**Lauren Gottlieb**  
9229 W Loomis Rd  
Franklin, WI 53132  
**Home Phone:**  
**Cell Phone:** (262) 308-7333  
**Office Phone:** (414) 427-7530

**Event ID #:** 63780179  
**Order Date:** 8/13/2026  
**Rep:** Steve Mocco

**Screen Rental Date:** 10/22/2026  
**Rain Date Hold:** N/A  
**Arrival Time:** 3.00pm  
**Movie Start Time:** 4.30pm  
**Movie End Time:** 8.00pm

*Delivery Location Information*

**On-site Contact: Megan Cramer**  
9229 W Loomis Rd  
Franklin, WI 53132

**Delivery Method:** Fully Staffed  
**Surface Type:** Pavement

Rain Date Hold is Available At A Rate of \$149 - \$499 Depending on Screen Size We hold your screen and a 2nd Date in our system for your backup date

| Rental Items                   | Qty | Total      |
|--------------------------------|-----|------------|
| 15' x 8 5' LED Trailer         | 1   | \$2,899.00 |
| FREE Weather Policy - All Days | 1   | \$0.00     |
| Laptop Connection Request      | 1   | \$0.00     |



|                       |             |                   |
|-----------------------|-------------|-------------------|
| <b>Order subtotal</b> |             | <b>\$2,899.00</b> |
| <b>Discount</b>       |             | <b>\$1,528.35</b> |
| <b>Surcharge*</b>     | <b>8.0%</b> | <b>\$239.14</b>   |
| <b>Delivery</b>       |             | <b>\$90.21</b>    |
| <b>Staffing</b>       |             | <b>\$0.00</b>     |
| <b>Total</b>          |             | <b>\$1,700.00</b> |
| <b>Deposit Due</b>    |             | <b>\$850.00</b>   |
| <b>Amount Paid</b>    |             | <b>\$0.00</b>     |
| <b>Balance Due</b>    |             | <b>\$1,700.00</b> |

\*8.0% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the trademark registration.

**Pre-Paid Gratuity:** As a convenience to our customers, you can include a pre-paid gratuity for your technician at the time of your booking. If you would like to pay gratuity later, you can give it directly to your tech on-site or call our office after your event and we'll be happy to add it then.

**Post-Event Gratuity:** If you would like to add gratuity after your event is complete, you can contact our office to add it to your invoice.

**Please Note: Your rental must be paid in full 14 days prior to your event date.**

Your reservation is not confirmed and we are not responsible for holding equipment/dates until you have signed this rental agreement. No refunds are offered and all postponements or cancellations will be credited towards future rentals.

**Equipment Rental Agreement:** Our goal is to provide you with friendly, FUN, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation.

**By making your deposit or payment in full, you are agreeing to these terms and conditions described on the invoice above and Rental Agreement below.**

**DEPOSITS:** A 50% deposit is required to confirm your event date.

If you need to make alternate arrangements to meet our deposit requirements, please contact your FunFlicks Rep. This deposit is non-refundable once it is less than 30 days to your screen rental date. If you are making this reservation less than 14 days prior to your event date, then payment in full is required at the time of your reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed Rental Agreement.

**Final Payments:** Your final balance must be paid to us no later than 14 days prior to your event rental date. Your rental may be cancelled if we have not received your final payment by that time. Customers can make post-event payment arrangements with Purchase Orders or other terms with our approval.

**Return Check Charge:** There is a \$50 charge for all returned checks.

**CANCELLATION FEE POLICY**

**You always have 6 months to re-book your rental instead of forfeiting funds, but if you must cancel the terms are listed here.**

|                                        |                                       |
|----------------------------------------|---------------------------------------|
| <b>30+ Days Prior To Event Date</b>    | <b>\$49 Fee Then Full Refund</b>      |
| <b>15 - 29 Days from Event Date</b>    | <b>Pay 50% of Event Rental Total</b>  |
| <b>14 Days or Less from Event Date</b> | <b>Pay 100% of Event Rental Total</b> |

**RESCHEDULING FEE POLICY**

|                                                   |                  |
|---------------------------------------------------|------------------|
| <b>Reschedule 30+ Days from Event Date</b>        | <b>\$49 Fee</b>  |
| <b>Reschedule 15-29 Days from Event Date</b>      | <b>\$149 Fee</b> |
| <b>Reschedule 14 Days or Less from Event Date</b> | <b>\$249 Fee</b> |

**INFORMATION & TERMS**

**Weather Rescheduling Policy - Premiere, Blockbuster, Elite, Epic and Xtreme Screens:** Your screen rental comes with a FREE Weather Assurance Plan! You can reschedule your screen rental on any day that we have availability at no cost to you, if your event is cancelled due rain or wind prior to us dispatching our tech.

**Important Notice:** We DO NOT cancel/reschedule event rentals prior to the day of the rental. Weather predictions change (often) and we want your event rental to happen as scheduled. If you choose to cancel or reschedule your event due to weather prior to your actual rental date, you will be required to pay a \$199 Rescheduling Fee.

**Proceed or Postpone Weather Options on Day of Rental:** It is agreed by both parties that [www weather com](http://www.weather.com) ([http //www weather.com/](http://www.weather.com/)) is the tool used to verify weather percentages Simply visit [www weather com](http://www.weather.com/) ([http://www weather.com/](http://www.weather.com/)) the morning of your screen rental Put in your zip code and click hour-by-hour This is the only tool we use to predict the weather. You have until 2 00 PM on the day of the event to make a final decision, using one of the following options

1. **Move Indoors:** If you choose to move indoors and require a smaller screen to fit your space, we will not refund or credit you for changing screen sizes to accommodate the space Substitute screens are subject to availability and are not guaranteed
2. **Postpone:** You can postpone your rental and choose a rescheduled date any day that we have availability and no later than 6 months from the originally scheduled date
3. **Take Your Chances:** If rain chances are < 50% during the 2 hour period before, during & after your scheduled event time, you can choose to have our tech dispatched for delivery and take your chances that it will not rain. Once our tech is dispatched, you will not receive a refund and a rescheduled event will not be available without paying for a entirely new rental. This would constitute your event
4. **Take Your Chances & Agree to Pay Fee:** We will dispatch our tech with the following terms (you will have to agree to these terms in writing prior to event):

A. If your rental is cancelled due to weather any time up until one (1) hour after your scheduled start time, you may reschedule your event on a Sunday - Thursday no later than 6 months from the originally scheduled date You agree to pay \$199 plus the original delivery/mileage/toll charge to cover our tech's time & mileage

B If we have dispatched our tech and your rental is cancelled due to weather more than one (1) hour after your originally scheduled start time, this would constitute your event, you will not receive a refund and a rescheduled event will not be available without paying for a entirely new rental

**Laptop Connection Request:** You have added the Laptop Connection to your rental Customer is responsible for verifying their connection types with our staff to ensure compatibility with our projection and sound system. We currently support laptops with either VGA or HDMI connections If you want audio to play through our system your device will need to have a 3 5mm headphone jack  
**PLEASE NOTE** If we provide screen upgrade due to equipment availability and your event is rescheduled for any reason, you may not receive the screen upgrade at your rescheduled event

#### **EVENT DAY RESPONSIBILITIES**

1. **Event Day Confirmation Call:** We will call you on the morning of your event between 10:00 AM - 1 00 PM to confirm your event You must be available to take our call that day or you can request a text message for confirmation as well If you request a text message, you need to be able to reply with your confirmation that our message was received If there is more than a 20% chance of rain or wind is forecasted 15+ MPH on your date, we will not dispatch our tech for delivery without talking with you This means that if you do not respond to the text message or take our call, we will not be able to deliver your rentals

2. **Rental Period:** your Movie Start Time is the time that we expect to start your main feature presentation If you need to start later than your listed start time, please let us know in advance If your start time is changed once we are on-site, you may be charged an additional \$50 for the additional time that our tech is on-site

3. **Tech Arrival & Movie Start Time:** We will arrive at the approximate time listed at the top of this contract (Arrival Time). Our arrival time may vary from the time listed here due to traffic or other circumstances We include significant buffer time in the equipment setup period to allow for this variance. 95% of our event rentals start on time and we will make every effort possible to meet your Movie Start Time listed, however we do not guarantee that your movie will start at the Movie Start Time. No refunds or credits will be issued for not starting your movie at the Movie Start Time listed here

#### **4. Tech Responsibilities**

**Full Service Option:** Our tech is provided to deliver & setup equipment, change media, connect devices, make adjustments and breakdown equipment We will stay on-site during the duration of your screen rental to ensure that everything runs as smoothly as possible Our tech is happy to help out with most event related items but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside the ones listed here

**Drop-Off Service Option:** Our tech will deliver, setup & breakdown your rental equipment but will not remain on-site for the duration of your event If any technical difficulties arise, you will call our On Call Manager or the Delivery Tech for support In the event of rain, customer is responsible for covering equipment or moving it to a dry location

5. **Parking & Unloading:** Customer must provide adequate parking for loading/unloading, including any costs, permits or passes, within 100 yards of the screen setup location

6. **Screen Location, Size & Surface Type:** Customer is responsible for ensuring our screen & projection gear will fit at rental location It must be completely dark (10 minutes after official sunset) unless indoors We normally secure our screens by placing 18"

stakes in the ground around the screen. If we cannot place stakes in the ground for any reason (no stakes allowed, pavement, concrete, etc.) customer is responsible for providing weighted item for tying off to secure the screen. Examples would be water filled trash cans, sand bags, cinder blocks, etc. Customer is responsible for letting us know if these items are not available on-site at least 72 hours prior to rental. FunFlicks offers sand bag and water barrel rentals for locations that where stakes are not allowed and customer is responsible for securing these items prior to event date

**7. Lighting:** Customer is responsible for minimizing the amount of light in the area above and nearby the screen. Parking lights, street lights, flood lights, stadium lights, etc. will degrade the quality of the image on our screen and make it appear washed out. FunFlicks is not responsible for the quality of the video image if all light sources within 100' of the screen are not turned off.

**8. Electrical Requirements:** Customer must provide sufficient power on-site for our equipment to operate correctly. You will need to provide 0 outlet(s), each on separate circuit breakers if more than 1 outlet is required for the rentals you requested. Power outlets must be located within 100' of the location where our screen/equipment will be setup. For distances more than 100, customer will provide 12 gauge extension cords up to 300'. We will not setup equipment more than 300' from a power source.

**Generators:** Customer may provide a generator with at least 5,000 watts of continuous power and 2 separate circuit breakers. FunFlicks will not be responsible for customer provided generators that fail, trip breakers or otherwise don't function with our equipment. We offer generator rentals at additional charge in some locations.

**9. Customer Provides All Media:** Unless specifically licensed through FunFlicks and listed in this agreement, all media to be played on our screen/system must be provided by the customer. Our system plays standard, commercially produced DVD and Blu-ray discs. We currently do not support 4K, Ultra HD or other disc types other than standard DVD and Blu-ray.

1. We are not responsible for scratched media, custom burned media, download media or any other content issues/errors that occur with our equipment. We use new equipment that has been tested with most commercial DVD/Blu-ray discs. Please be prepared to provide a backup copy of your movie or other content you plan on playing in our systems in case there are problems with the primary disc.

2. If you are connecting a laptop, cable box, gaming system or other media devices you must tell us in advance and it must be included in this contract. If you do not see your media type listed (i.e. laptop, live TV, video gaming) then it is assumed you are providing a standard DVD or Blu-ray disc. Please contact your FunFlicks Sales Coordinator if you are not showing a standard disc type. We cannot connect other devices to our systems unless the device is listed in your rental items above and we will not be responsible for event issues or failures resulting from this omission during your booking and in writing.

3. Customer is responsible for all licensing and other costs associated with any content or media used on a FunFlicks' system.

**10. Equipment Malfunctions:** All equipment is new and under warranty for your assurance - however there is always the risk of technical malfunctions. If we experience an equipment issue on-site, we will make every effort to get it fixed on-site or get replacement equipment delivered to your location within 60 minutes of diagnosis. If we are unable to get the equipment working or are unable to get a replacement on-site within 60 minutes from our diagnosis of problem, then FunFlicks will provide a rescheduled rental on a date mutually agreeable by customer and FunFlicks, not to be scheduled later than 6 months from the originally scheduled date. We do not offer refunds for technical malfunctions.

FunFlicks is not responsible and will not pay for incidental or consequential damages caused by any delays or equipment malfunctions. This includes but is not limited to food, entertainment, labor, sponsorships, other rentals, or other costs incurred by customer in conjunction with this rental.

**Customer Provided Equipment:** We will substitute any customer provided equipment in the case of failure (i.e. DVD player, projector, speakers, cables, etc.), however no refund or credit will be provided if event goes on as planned. If delayed more than 60 minutes, customer can opt to request a rescheduled rental option subject to approval by FunFlicks.

**11. Sprinklers & Venue Safety:** Customer is responsible for ensuring that sprinkler systems are turned off in the area where our screens & other equipment will be setup. If sprinkler systems are activated during your rental and our equipment is subjected to water from sprinklers, you will be charged a \$150 cleaning fee. If any equipment is damaged by water from sprinkler systems, then customer is responsible for paying repair or replacement costs for damaged equipment.

Customer is responsible for providing a safe venue for our equipment and our technician. We reserve the right to not setup our equipment in any environment our technician deems to be unsafe. This includes but is not limited to factors such as rain, threat of rain, mud, wind, extreme temperatures, uneven terrain, unsafe structures, uncontrolled crowds, etc. FunFlicks does not issue refunds and no rescheduled rental will be provided for cancellations caused by unsafe conditions. Weather related cancellations are covered in the Weather Policy of this rental agreement.

**ADVERTISING, PHOTOGRAPHS & PROMOTION:** The customer gives their full consent and permission to FunFlicks, its local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this event. In addition, FunFlicks may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

**COMPLETE AGREEMENT:** This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Customer acknowledges that by making payment and/or signing, that this Rental Agreement is a legal and binding contract. To cancel or reschedule a rental, sufficient notice must be given by Customer in accordance with the terms outlined in this Rental Agreement and that Customer may incur additional fees for doing so. Any rescheduled event is subject to availability at the time of cancellation or postponement. Refunds are not provided for rentals from FunFlicks. FunFlicks may, at it's sole discretion, provide credits towards future events for weather related and other cancellations.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

Signature

Date

**Lauren Gottlieb**

Printed Name

This document is copyrighted material owned by FunFlicks, Inc. and may not be copied or used, in whole or in part, for any purpose without express written permission from FunFlicks, Inc.



www FUNFLICKS .com

Privacy Policy (<https://rental.software/quotes/privacy>)

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| APPROVAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | REQUEST FOR<br>COUNCIL ACTION                                                                                                                                                                                                                                      | MEETING DATE<br>08/18/2026  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Reports and<br>Recommendations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | A RESOLUTION AUTHORIZING FRANKLIN<br>DIRECTOR OF HEALTH AND HUMAN<br>SERVICES TO ACCEPT AND EXECUTE THE<br>GRANT AGREEMENT – AMENDMENT<br>BETWEEN COMMUNITY ADVOCATES AND<br>CITY OF FRANKLIN FOR ALLIANCE WI<br>YOUTH STATE OPIOID RESPONSE (SOR4)<br>PREVENTION. | ITEM NUMBER<br><br>25.1 (b) |
| <p><b>Background:</b> The Common Council previously approved the Franklin Health Department (FHD) Director of Health and Human Services to accept and execute grant agreement between Community Advocates and the City of Franklin for the Alliance for Wisconsin Youth (AWY) State Opioid Response (SOR4) Prevention grant award. The agreement has been updated to reflect a change in contract reporting requirements. Community Advocates has requested updated signatures based on the updated requirement.</p> <p>The contract has been sent to the City attorney for review and approval of signature pending Council approval.</p> <p><b>Fiscal Note:</b> The grant funds above directly support programs and services for Franklin residents.</p> <p style="text-align: center;"><b><u>COUNCIL ACTION REQUESTED</u></b></p> <p>A Motion to approve a Resolution Authorizing Franklin Director of Health and Human Services to Accept and Execute the Grant Agreement – Amendment between COMMUNITY ADVOCATES and CITY OF FRANKLIN for Alliance WI Youth State Opioid Response (SOR4) Prevention.</p> |                                                                                                                                                                                                                                                                    |                             |

Health Department: EH

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*Draft 08/18/2026*

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE GRANT AGREEMENT – AMENDMENT BETWEEN COMMUNITY ADVOCATES AND CITY OF FRANKLIN FOR ALLIANCE WI YOUTH STATE OPIOID RESPONSE (SOR4) PREVENTION.

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WHEREAS, The City of Franklin Health Department (FHD) mission is to protect and promote health and well-being within the Franklin community through disease prevention and health education; and

WHEREAS, the Common Council of the City of Franklin previously approved the FHD to accept and execute the Grant Agreement – Amendment between Community Advocates and the City of Franklin for the Alliance WI Youth State Opioid Response (SOR4) Prevention grant award; and

WHEREAS, the SOR4 funding directly supports programs and services for Franklin residents,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Grant Agreement – Amendment between Community Advocates and the City of Franklin for the Alliance WI Youth State Opioid Response (SOR4) Prevention grant award, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Director of Health and Human Services, or her Designee, is hereby authorized to sign and execute the Grant Agreement – Amendment between Community Advocates and the City of Franklin for the Alliance WI Youth State Opioid Response (SOR4) Prevention grant award.

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 \_\_\_\_



**GRANT AGREEMENT - AMENDMENT**  
**between**  
**COMMUNITY ADVOCATES and CITY OF FRANKLIN for**  
**Alliance WI Youth State Opioid Response (SOR4) Prevention**

**Original Agreement Amount:** \$12,330.00

**Amended Agreement Amount:** \$6,500.00

**Agreement Term:** September 30, 2025 – September 1, 2026

This Amendment modifies the Grant Agreement between Community Advocates ("CA") and City of Franklin ("Grantee") for the Alliance WI Youth State Opioid Response (SOR4) Prevention grant.

**1. Contract Amount**

The parties agree that the total grant award that they can be reimbursed for is \$6,500.00 and Community Advocates will purchase products in the amount of \$5,830.00 on the coalition's behalf.

**2. Remaining Terms**

Except as expressly amended above, all other terms and conditions of the original Grant Agreement remain unchanged and in full force and effect. This Amendment shall be incorporated into and considered part of the original Grant Agreement.

By signing below, the parties acknowledge and agree to the amendment described above.

**COMMUNITY ADVOCATES**

Name: Andi Elliott

Title: CEO

Signature: \_\_\_\_\_

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

**CITY OF FRANKLIN**

Name: Ellen Henry

Title: Interim Health Officer

Signature: \_\_\_\_\_

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

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|------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------|
| <b>APPROVAL</b>                          | <b>REQUEST FOR COUNCIL ACTION</b>                                | <b>MEETING DATE</b><br><br>08/18/2026               |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | AUTHORIZTION TO CONTINUE DESIGN OF S.<br>51 <sup>ST</sup> STREET | <b>ITEM NUMBER</b><br><br>A2.<br><br>District # 3&5 |

### **BACKGROUND**

On July 21, 2026 Common Council authorized staff to begin design for the reconstruction of S. 51<sup>st</sup> Street from W. Rawson Avenue to W. Drexel Avenue. GRAEF-USA has started design and has identified three alternative layout designs for S. 51<sup>st</sup> Street and are requesting a decision on what alternative to continue design with and move towards a final design.

The three alternative designs are included in this packet and will be presented at the meeting by GRAEF-USA.

This project is anticipated to be bid out early in 2027 with construction starting in Spring of 2027. The Engineering Department will come to Council with authorization to bid this project at a later meeting.

### **ANALYSIS**

Option A- Replace in kind (keep the same footprint as it is currently)

Option B- 5-foot paved shoulder with left turn lane only at Marquette Avenue.

Option C- 5-foot paved shoulder with left turn lanes at Marquette Avenue, Evergreen St., and Minnesota Avenue.

Option D- 8-foot paved shoulders.

This item was presented to the Board of Public Works at the 8/11/26 meeting and option C was recommended.

### **FISCAL NOTE**

This project is anticipated to be funded with the borrowing later this summer.

### **STAFF RECOMMENDATION**

Staff recommend that the Council approve to continue design with Option C.

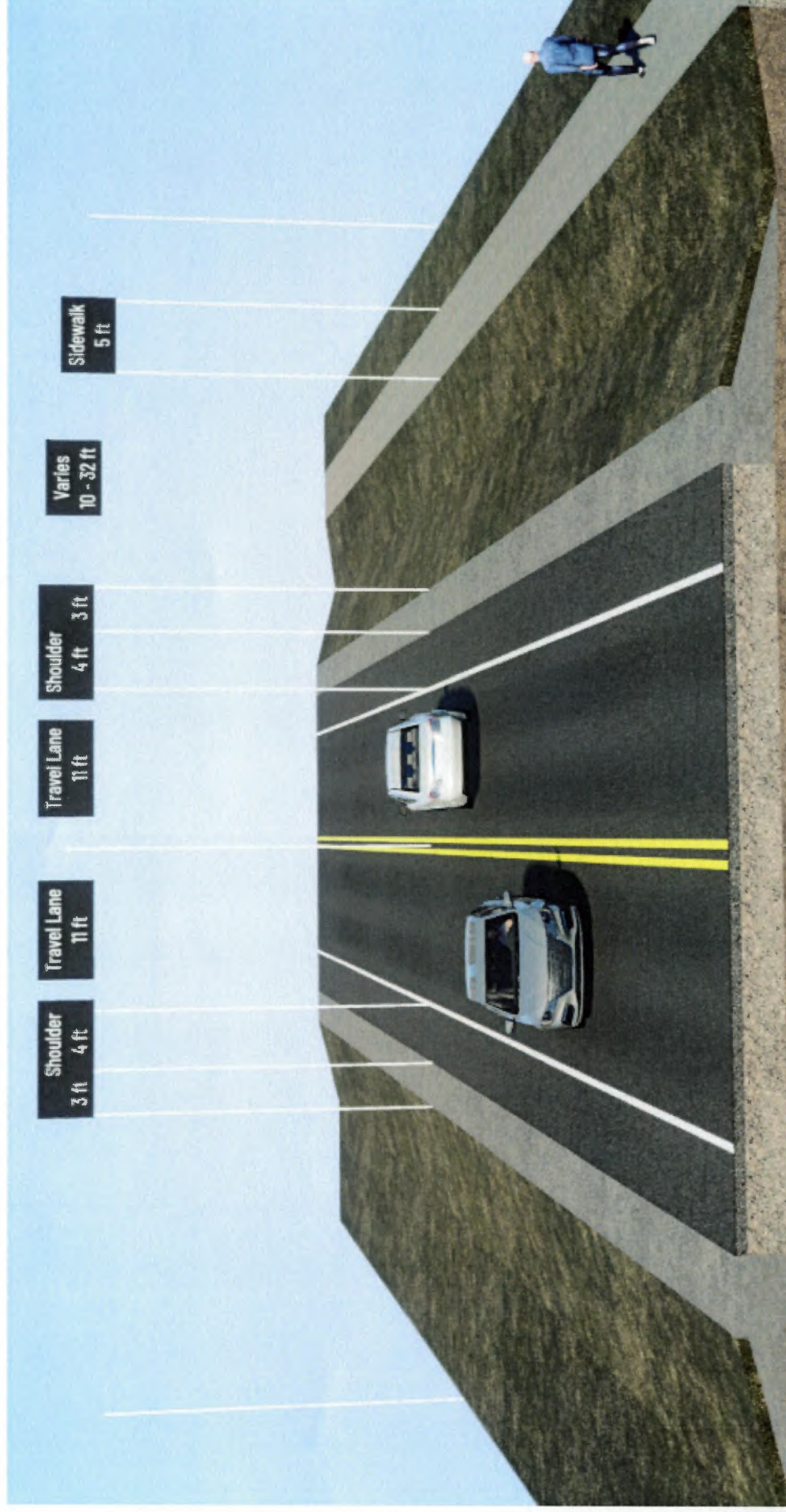
# S 51<sup>st</sup> Street Reconstruction Alternative Analysis

W Drexel Avenue to W Rawson Ave (CTH BB)

City of Franklin Common Council

August 18, 2026

# Existing Roadway Section



# Alternatives Evaluated

A: Replace in kind

B: 5ft paved shoulder (with LT lane at Marquette)

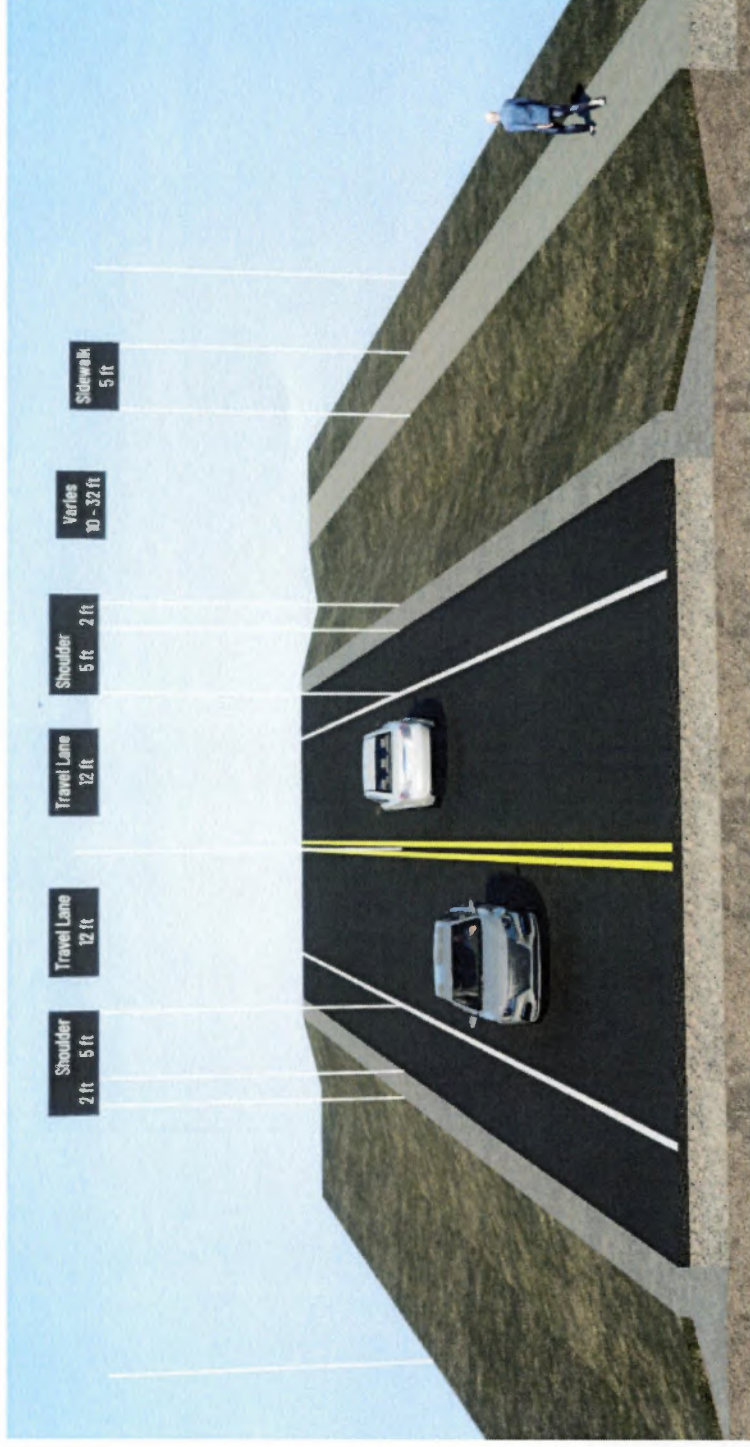
C: 5ft paved shoulder (with LT lanes at Minnesota, Marquette and Evergreen)

D: 8ft paved shoulders



# Recommended Alternative (C)

## Proposed Roadway Section

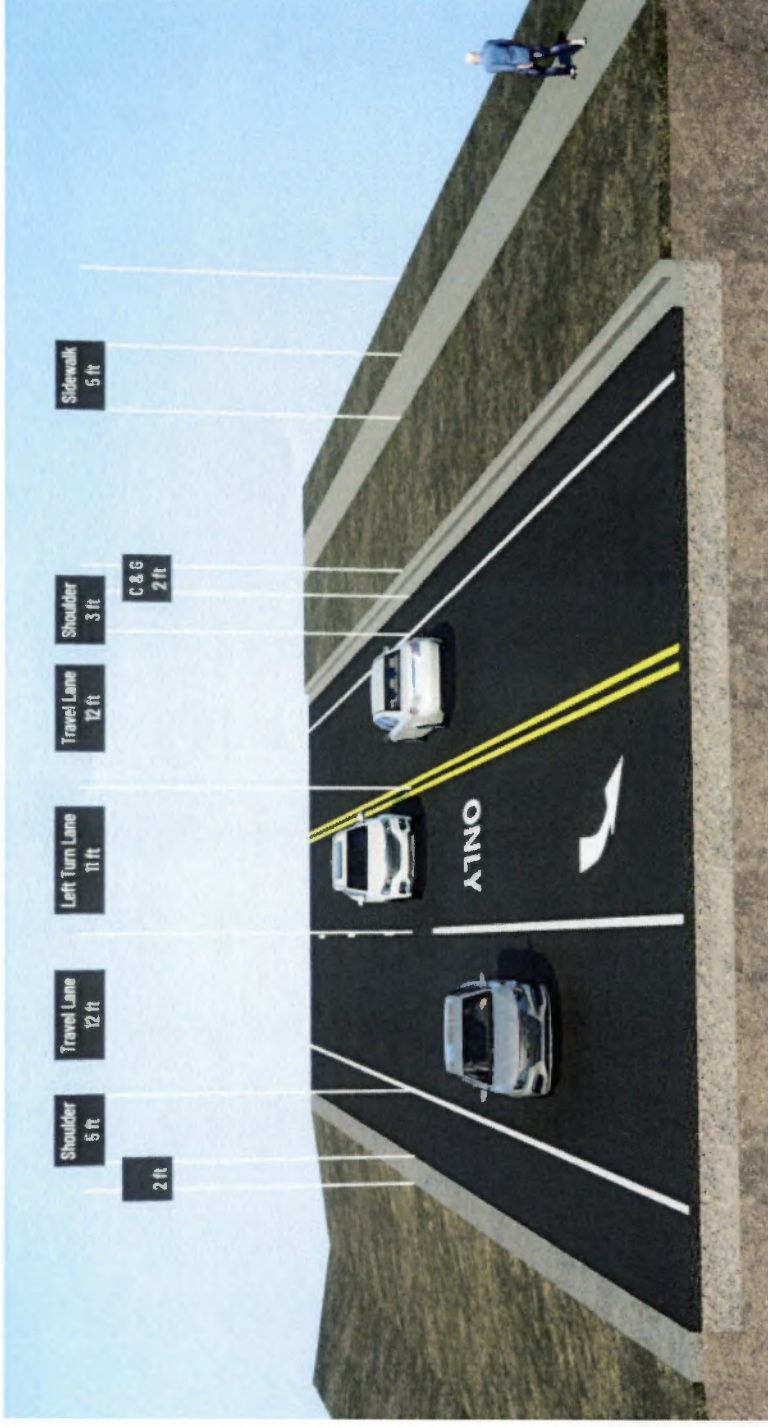


Main differences between existing to proposed:

- 11ft vs. 12ft travel lanes
- 4ft vs 5ft paved shoulder
- 3ft vs 2 ft gravel shoulder

# Recommended Alternative (C)

## Proposed Left Turn Roadway Section



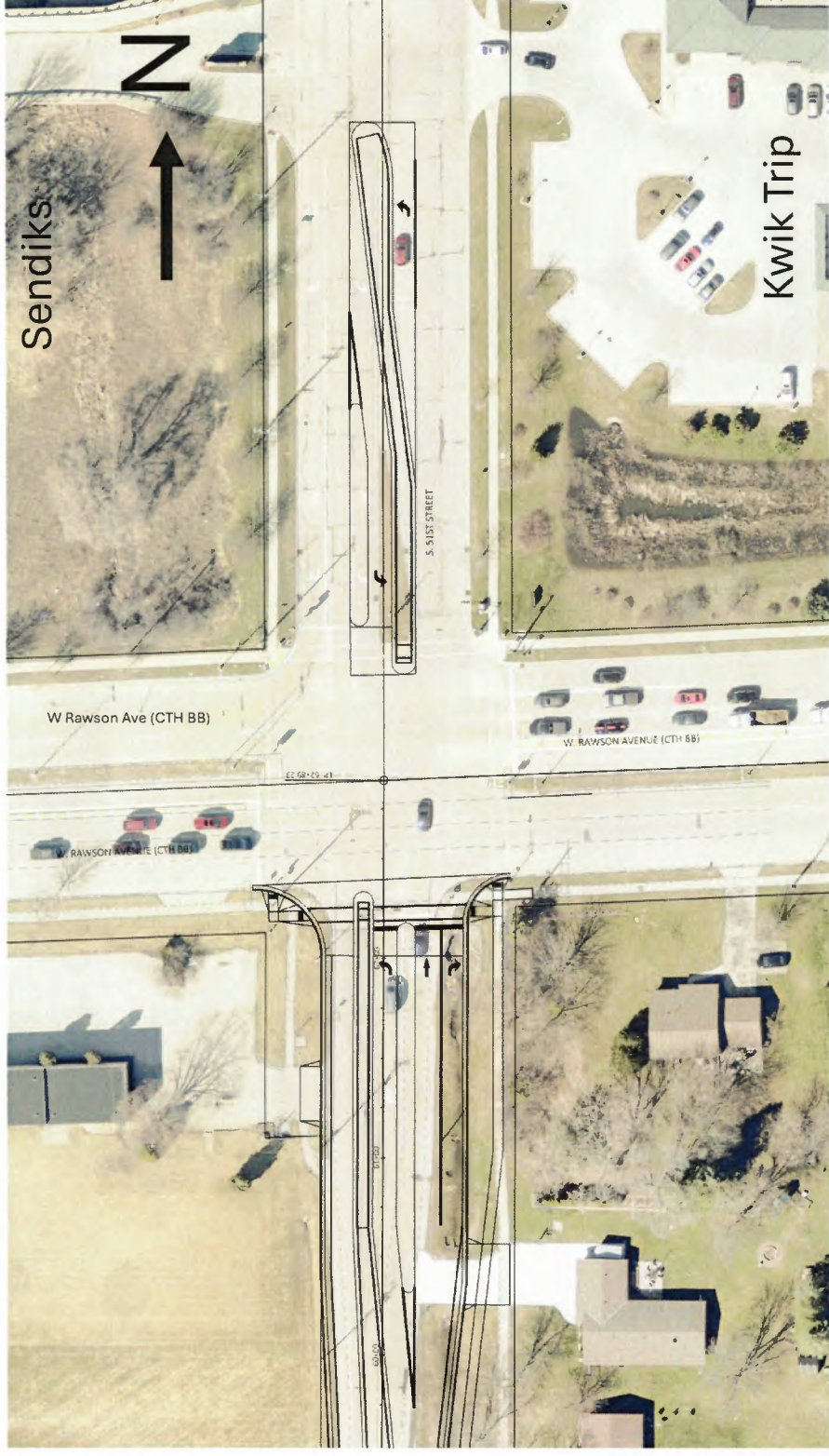
### Southbound LT Lane Additions:

- 100ft at W Minnesota Ave
- 200ft at W Marquette Ave
- 100ft at W Evergreen St



# Recommended Alternative (C)

## Proposed W Rawson Ave Improvements



### W Rawson Ave (CTH BB) Improvements:

- Positive offset left turn lanes for 51<sup>st</sup> traffic
- ADA curb ramp improvements in SE and SW corners
- Signal modifications with improved lane configurations

# Alternatives Evaluated

A: Replace in kind - (approx. \$2.8 million)

B: 5ft paved shoulder (with LT lane at Marquette) – (approx. \$3.4 million)

C: 5ft paved shoulder (with LT lanes at Minnesota, Marquette and Evergreen) – (approx. \$3.6 million)

D: 8ft paved shoulders – (over \$4 million)

| APPROVAL                     | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                         | MTG. DATE<br>August 18,<br>2026      |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Reports &<br>Recommendations | <b>A Resolution for Acceptance of a Watermain Easement and Sanitary Sewer Easement at the future property of the LEO Cottages – Advenir Azora Development, LLC upon 7705 S 31<sup>st</sup> St (TKN: 786 9988 000,) 7631 S 31<sup>st</sup> St (TKN: 786 9987 000,) and 7721 S 31<sup>st</sup> St (786 9992 000)</b> | ITEM NO.<br>Ald. Dist. 3<br><br>H.3. |

### **BACKGROUND**

Pursuant to the approval of the site plan on July 9<sup>th</sup>, 2026 for Advenir Azora Development, LLC at the future site of the LEO Cottages development, an easement is required to construct, maintain, and operate watermain and sanitary sewer facilities. It is necessary to install an easement to include the watermain and sanitary sewer on the property located at the future site of the development on S 31<sup>st</sup> St.

The water main facilities on this site include a public water main, valves, hydrants and all appurtenances related to the watermain, and the sanitary sewer system includes all public sanitary pipe, manholes and all appurtenances related to the sanitary.

### **ANALYSIS**

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said water main easement and sanitary 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 and sanitary sewer easement templates. The City is responsible for maintenance of pipe, fittings, valves, hydrants, manholes and all other water and sanitary 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 and sanitary easement at the future site of the LEO Cottages Development contingent upon all technical changes to the exhibits and all necessary signatures. Also address changes and tax key number changes.

Engineering Department: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 -

A RESOLUTION TO ACCEPT A WATERMAIN AND SANITARY SEWER EASEMENT FROM ADVENIR AZORA DEVELOPMENT, LLC @ LEO COTTAGES 7705 S 31<sup>ST</sup> ST (TKN: 786 9988 000,) 7631 S 31<sup>ST</sup> ST (TKN: 786 9987 000,) AND 7721 S 31<sup>ST</sup> ST (TKN: 786 9992 000) FRANKLIN, WI.

-----

WHEREAS, an easement is required to construct, maintain and operate public sanitary sewer for the development of LEO Cottages development; and

WHEREAS, Advenir Azora Development, LLC., Grantor, has agreed to grant the City a perpetual, non-exclusive easement; and

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 Watermain and Sanitary Sewer Easement Agreement, and, therefore, the Mayor and City Clerk are hereby authorized and directed to execute same on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Watermain and Sanitary Sewer 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:

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

ATTEST:

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

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

## **WATER MAIN EASEMENT**

LEO at Franklin  
\_\_\_\_\_ S. 31st Street  
Tax Key Number \_\_\_\_\_

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and FRANKLIN SFR OWNER, LLC, a Delaware limited liability company, owner, (including heirs, executors, administrators, successors and assigns as may be or may become applicable), hereinafter called "Grantor."

### **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 Property in the West 1/2 of the Southeast 1/4 of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

### **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 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 City, 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 which under law which the City 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 by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing, limited utility equipment (conduits, pipes, etc.) and landscaping 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 5.1.2 of the "Rules and Regulations Governing Water Service" in the Design Standards and Construction Specifications book for water main laterals on file in the City of Franklin Engineering Department 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.
19. Upon completion of use of the Easement Area for the specific use as a water main system and the restoration of the Easement Area by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at its last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals ON THIS DATE OF:  
\_\_\_\_\_, 2026.

Witnesses:

**FRANKLIN SFR OWNER, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

Marc A. Mariano  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

STATE OF FLORIDA        )  
                                  ) ss  
COUNTY OF PINELLAS    )

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, Marc A. Mariano, Authorized Signatory of Franklin SFR Owner, LLC, a Delaware limited liability company, 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.

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

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

[Signature Pages Follow]

**ACCEPTANCE**

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 acceptance 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 \_\_\_\_\_, 2026.

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

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

[Signature Pages Follow]

## MORTGAGE HOLDER CONSENT

The undersigned, Valley National Bank, a national banking association ("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 \_\_\_\_\_, 2026, 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.

VALLEY NATIONAL BANK,  
a national banking association

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

STATE OF FLORIDA            )  
                                          )ss  
COUNTY OF \_\_\_\_\_  )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, personally appeared \_\_\_\_\_ [Name] \_\_\_\_\_, as \_\_\_\_\_ [Title] \_\_\_\_\_ of Valley National Bank, a national banking association, and acknowledged that he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
Glen Beardsley, Manager of Franklin Municipal Water Utility

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

Approved as to form only:

\_\_\_\_\_  
Christina M. Lucchesi, City Attorney

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

Exhibit A  
(Legal Description of the Property)

Being a part of the West 1/2 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the West 1/2 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1000.07 feet to the Point of Beginning;

Thence continuing North 00°06'51" East along said west line, 819.45 feet; thence North 88°00'35" East along the monumented line, 1286.01 feet to the west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 819.41 feet; thence South 88°00'35" West along the north line of Lot 1 of Certified Survey Map No.790 and its westerly extension, 1287.12 feet to the Point of Beginning.

Containing 1,053,569 square feet (24.1866 acres) of land, more or less.

| TIE LINE TABLE |             |          |
|----------------|-------------|----------|
| LINE NO.       | BEARING     | DISTANCE |
| L30            | N01°59'26"W | 20.00'   |
| L40            | N01°59'26"W | 20.00'   |
| L50            | N01°59'26"W | 20.00'   |

Exhibit C  
(Legal Description of Watermain Easement)

Being a part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southeast 1/4 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1,000.07 feet; thence North 88°00'35" East, 1287.12 feet; thence North 00°02'10" East, 102.10 feet to the Point of Beginning;

Thence South 88°00'34" West, 708.27 feet; thence North 46°59'24" West, 22.43 feet; thence North 01°59'22" West, 266.04 feet; thence South 88°00'38" West, 25.00 feet; thence North 01°59'22" West, 10.00 feet; thence North 88°00'38" East, 25.00 feet; thence North 01°59'22" West, 300.94 feet; thence North 42°58'54" East, 4.82 feet; thence North 58°18'01" West, 31.00 feet; thence North 31°41'59" East, 10.00 feet; thence South 58°18'01" East, 33.00 feet; thence North 42°58'54" East, 16.05 feet; thence North 88°00'37" East, 723.91 feet to the west line of South 31st Street; thence South 00°02'10" West along said west line, 20.00 feet; thence South 88°00'37" West, 149.62 feet; thence South 01°59'41" East, 574.82 feet; thence South 88°00'34" West, 20.00 feet; thence North 01°59'41" West, 155.69 feet; thence South 88°00'37" West, 15.00 feet; thence North 01°59'41" West, 10.00 feet; thence North 88°00'37" East, 15.00 feet; thence North 01°59'41" West, 409.13 feet; thence South 88°00'37" West, 166.23 feet; thence South 01°59'38" East, 574.82 feet; thence South 88°00'34" West 20.00 feet; thence North 01°59'38" West, 156.98 feet; thence South 88°00'19" West, 15.00 feet; North 01°59'38" West, 10.00 feet; thence North 88°00'19" East, 15.00 feet; thence North 01°59'38" West, 407.84 feet; thence South 88°00'37" West, 166.21 feet; thence South 01°59'46" East, 574.82 feet; thence South 88°00'34" West 20.00 feet; thence North 01°59'46" West, 574.82 feet; thence South 88°00'37" West, 175.04 feet; thence South 43°05'33" West 11.38 feet; thence South 01°59'22" East, 562.65 feet; thence South 46°59'24" East, 5.86 feet; thence North 88°00'34" East, 700.69 feet to the west line of South 31st Street; thence South 00°02'10" East along said west line, 20.01 feet to the Point of Beginning.

Said lands containing 75,929 square feet (1.7431 acres)

## SANITARY SEWER EASEMENT

LEO at Franklin  
S. 31<sup>st</sup> Street  
Tax Key No. \_\_\_\_\_

THIS EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the **CITY OF FRANKLIN**, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and **FRANKLIN SFR OWNER, LLC**, a Delaware limited liability company, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner as may be or may become applicable), hereinafter called “**Grantor**.”

### WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly 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 sanitary sewer, associated manholes, all as shown on the plan attached hereto as Exhibit “B.”

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 City, 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 Property in the West 1/2 of the Southeast quarter Section Twelve (12), Township Five (5), North, Range Twenty-one (21) East”, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit “C” attached hereto (the “**Easement Area**”).

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors, at the sole cost and expense of the City. 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, relocation, 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 City, be replaced in substantially the same condition and at substantially the same elevation as it was prior to such disturbance. However, the City 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 City, 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 City 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 improvements such as walks, pavements for driveways and parking lot surfacing, limited utility equipment (conduits, pipes, etc.) and landscaping 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 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 City 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 City for the full amount of such loss or damage.
5. That no charges will be made against the Property for the cost of maintenance or operation of said Facilities on the Property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facilities, 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.
6. 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.
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 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.
9. 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.
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 City 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 sanitary sewerage system, the City shall remove the Facilities and cause the prompt restoration to a smooth surface contour and neat condition restoring the Easement Area into a condition similar to the remaining parcel as described in Exhibit "A".
16. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage system and the restoration of the Easement Area by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at its last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals ON THIS  
DATE OF: \_\_\_\_\_, 2026.

Witnesses:

**FRANKLIN SFR OWNER, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Marc A. Mariano  
Authorized Signatory

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

STATE OF FLORIDA            )  
                                          ) ss  
PINELLAS COUNTY            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by  
Marc A. Mariano, as Authorized Signatory of Franklin SFR Owner, LLC, a Delaware limited liability  
company, to me known to be the person who executed the foregoing Easement and acknowledged the same  
as the voluntary act and deed of said company.

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

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

[Signature Pages Follow]

ACCEPTANCE

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 \_\_\_\_\_, 2026 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 acceptance 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 \_\_\_\_\_, 2026.

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

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

[Signature Pages Follow]

## MORTGAGE HOLDER CONSENT

The undersigned, Valley National Bank, a national banking association ("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 \_\_\_\_\_, 2026, as Document No. \_\_\_\_, hereby consents to the execution of the foregoing easement 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.

VALLEY NATIONAL BANK,  
a national banking association

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

STATE OF FLORIDA            )  
                                          )ss  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, personally appeared \_\_\_\_\_ [Name] \_\_\_\_\_, as \_\_\_\_\_ [Title] \_\_\_\_\_ of Valley National Bank, a national banking association, and acknowledged that he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
City Engineer

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

Approved as to form only:

\_\_\_\_\_  
City Attorney

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

## Exhibit A

### Legal Description of the Property

Being a part of the West 1/2 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

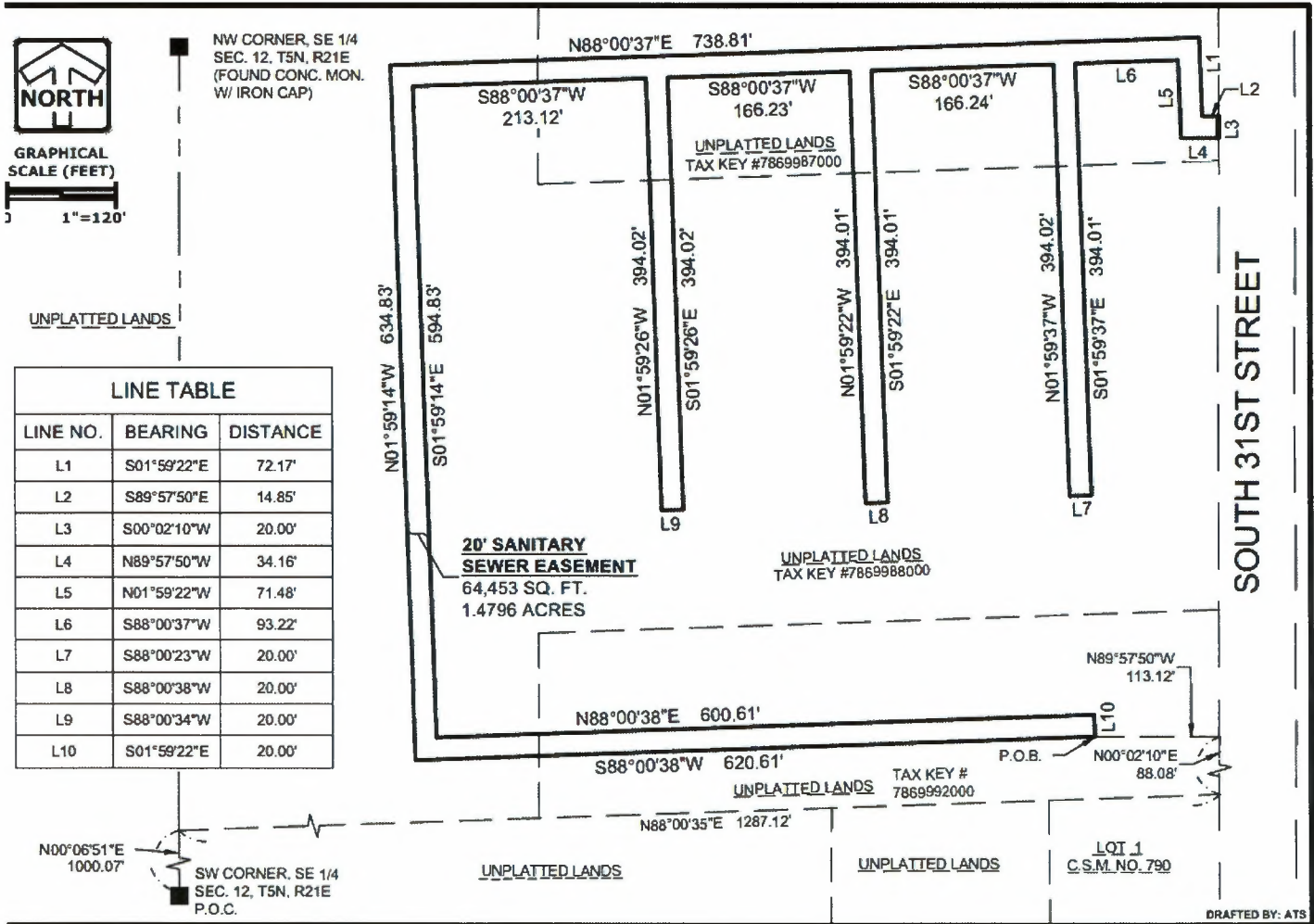
Commencing at the southwest corner of the West 1/2 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1000.07 feet to the Point of Beginning;

Thence continuing North 00°06'51" East along said west line, 819.45 feet; thence North 88°00'35" East along the monumented line, 1286.01 feet to the west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 819.41 feet; thence South 88°00'35" West along the north line of Lot 1 of Certified Survey Map No.790 and its westerly extension, 1287.12 feet to the Point of Beginning.

Containing 1,053,569 square feet (24.1866 acres) of land, more or less.

# Exhibit B

## Depiction of Sanitary Sewer Easement



Sanitary Sewer Easement  
LEO at Franklin

Exhibit B

## Exhibit C

### Legal Description of the Sanitary Sewer Easement

Being a part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southeast 1/4 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1,000.07 feet ; thence North 88°00'35" East, 1287.12 feet; thence North 00°02'10" East, 88.08; thence North 89°57'50" West, 113.12 feet to the Point of Beginning;

Thence South 88°00'38" West, 620.61 feet; thence North 01°59'14" West, 634.83 feet; thence N 88°00'37" East, 738.81 feet; thence South 01°59'22" East, 72.17 feet; thence South 89°57'50" East, 14.85 feet; thence South 00°02'10" West, 20.00 feet; thence North 89°57'50" West, 34.16 feet; thence North 01°59'22" West, 71.48 feet; thence South 88°00'37" West, 93.22 feet; thence South 01°59'37" East, 394.01 feet; thence South 88°00'23" West, 20.00 feet; thence North 01°59'37" West, 394.02 feet; thence South 88°00'37" West, 166.24 feet; thence South 01°59'22" East, 394.01 feet; thence South 88°00'38" West, 20.00 feet; thence North 01°59'22" West, 394.01 feet; thence South 88°00'37" West, 166.23 feet; thence South 01°59'26" East, 394.02 feet; thence South 88°00'34" West, 20.00 feet; thence North 01°59'26" East, 394.02 feet; thence South 8°00'37" West, 213.12 feet; thence South 01°59'14" East, 594.83 feet; thence North 88°00'38" East, 600.61 feet; thence South 01°59'22" East, 20.00 feet to the Point of Beginning

Containing 64,453 square feet (1.4796 acres) of land.



| APPROVAL                  | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                         | MTG. DATE<br>8/18/2026                      |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Reports & Recommendations | <b>A Resolution Authorizing Certain Officials to Execute a Storm Water Facilities Maintenance Agreement and Storm Water Access Easement with Advenir Azora Development, LLC at LEO Cottages upon 7705 S 31<sup>st</sup> St (TKN: 786 9988 000,) 7631 S 31<sup>st</sup> St (TKN: 786 9987 000,) and 7721 S 31<sup>st</sup> St (TKN: 786 9992 000) Franklin, WI.</b> | <b>ITEM NO.<br/>ALD DIST. 3</b><br><br>H.4. |

### **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 LEO Cottages at S 31<sup>st</sup> St.

### **ANALYSIS**

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

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said storm water facilities maintenance agreement and storm water access easement, and have it recorded with the Register of Deeds for Milwaukee County.

### **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 Advenir Azora Development, LLC at LEO Cottages contingent upon all technical changes to exhibits and all necessary signatures. Also address changes and tax key number changes.

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  
ADVENIR AZORA DEVELOPMENT, LLC @ LEO COTTAGES 7705 S 31<sup>st</sup> ST (TKN: 786  
9988 000,) 7631 S 31<sup>st</sup> ST (TKN: 786 9987 000,) AND 7721 S 31<sup>st</sup> ST (TKN: 786 9992 000)  
FRANKLIN, WI.

-----

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:

---

Shirley J Roberts, City Clerk

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

## STORM WATER FACILITIES MAINTENANCE AGREEMENT

LEO at Franklin  
\_\_\_\_\_  
South 31<sup>st</sup> Street, Franklin, Wisconsin  
Tax Key No. \_\_\_\_\_

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between FRANKLIN SFR OWNER, LLC, a Delaware limited liability company, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

### WITNESSETH:

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

Being a part of the West 1/2 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the West 1/2 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1000.07 feet to the Point of Beginning;

Thence continuing North 00°06'51" East along said west line, 819.45 feet; thence North 88°00'35" East along the monumented line, 1286.01 feet to the west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 819.41 feet; thence South 88°00'35" West along the north line of Lot 1 of Certified Survey Map No.790 and its westerly extension, 1287.12 feet to the Point of Beginning.

Containing 1,053,569 square feet (24.1866 acres) of land, more or less.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan, Conditional Use, Planned Development Overlay, and Subdivision known as LEO at Franklin, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site Storm Water Facilities as shown on the Plan attached hereto as Exhibit "B" and more particularly described and defined as "Storm Water Facilities" 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" (the "Standard Operation and Maintenance Report") and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owner, its successors and assigns, shall keep the Standard 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 Storm Water 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 Standard Operation and Maintenance Report. The Standard Operation and Maintenance 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 (the "Inspection Report"). 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 the Inspection Report, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. Such failure to maintain the Storm Water Facilities in good working condition may constitute 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 Property 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 Facilities pursuant to the 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).

[SIGNATURE PAGE FOLLOWS]

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

Witnesses:

FRANKLIN SFR OWNER, LLC  
a Delaware limited liability company

By:

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

\_\_\_\_\_  
Marc A. Mariano  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

STATE OF FLORIDA                    )  
                                                  )ss.  
PINELLAS COUNTY                    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above  
named Marc A. Mariano as Authorized Signatory of Franklin SFR Owner, LLC, a Delaware  
limited liability company, to me known to be the person who executed the foregoing instrument  
and acknowledged the same in the capacity indicated.

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

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

[Signatures Continue on Next Page]



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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI

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

## MORTGAGE HOLDER CONSENT

The undersigned, Valley National Bank, a national banking association ("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 \_\_\_\_\_, 2026, 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.

VALLEY NATIONAL BANK,  
a national banking association

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

STATE OF FLORIDA                    )  
                                                  )ss  
COUNTY OF \_\_\_\_\_        )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, personally appeared \_\_\_\_\_ [Name] \_\_\_\_\_, as \_\_\_\_\_ [Title] \_\_\_\_\_ of Valley National Bank, a national banking association, and acknowledged that he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires \_\_\_\_\_

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

Form approved: \_\_\_\_\_  
Christina M. Lucchesi, 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 \_\_\_\_\_

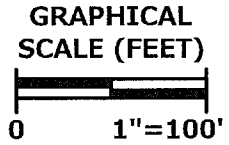
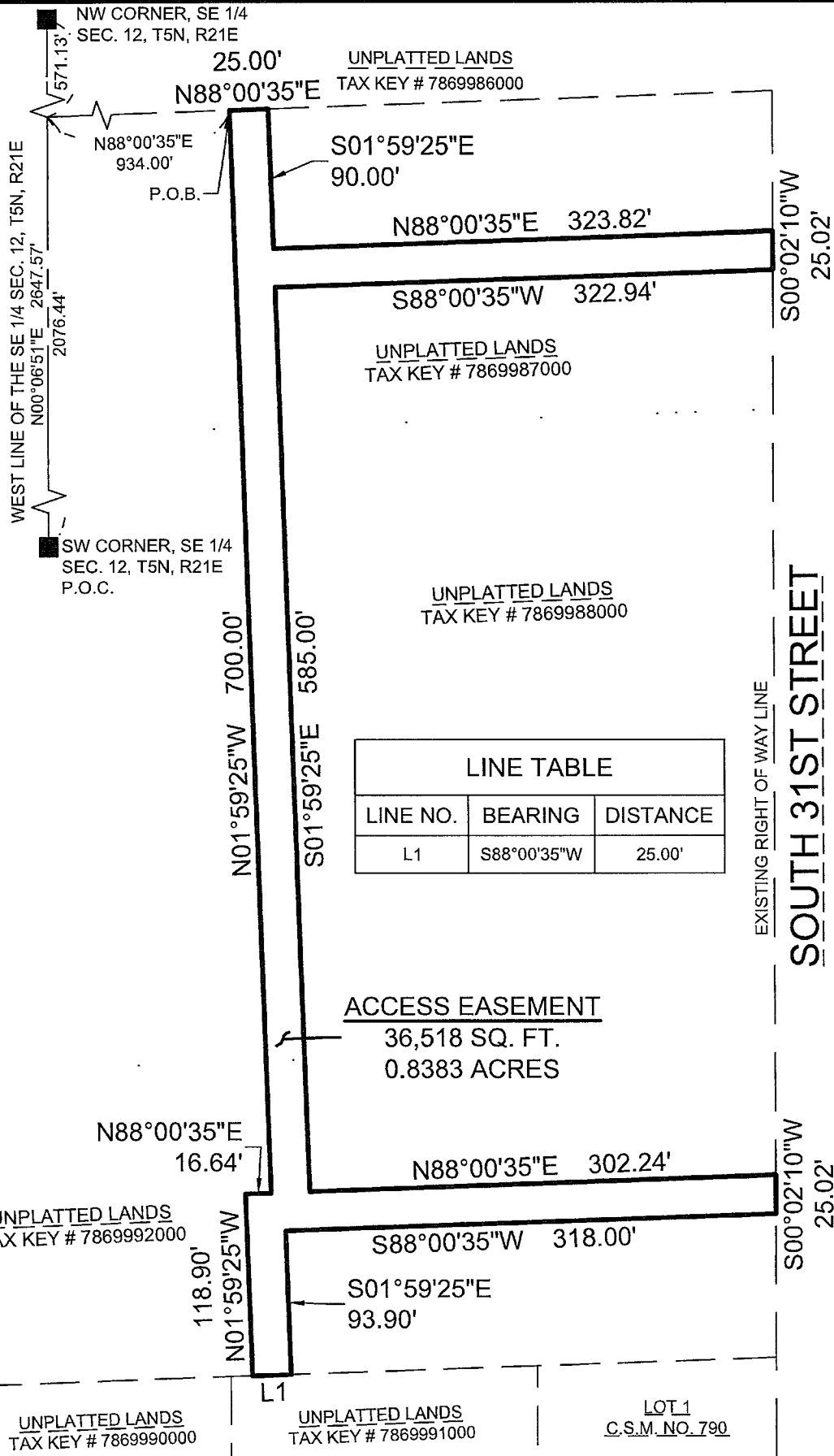
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Basin Location General Address \_\_\_\_\_ Section No. \_\_\_\_\_

Normal Pool ☐ Yes ☐ No

| Items inspected<br>(Pond components)      | Checked<br>(Yes/No/NA) | Maintenance<br>Needed<br>(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)  |                        |                                      |         |

Z:\PROJECTS\2025\6702 00-WISURVEY\CAD\6702 00 EXHIBIT ACCESS.DWG



DRAFTED BY: SEM

**EXHIBIT**

**SHEET 1 OF 2**

**07/27/2026**

**PINNACLE ENGINEERING GROUP**

**PLAN | DESIGN | DELIVER**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB#6702.00

Z:\PROJECTS\2025\6702 00-WISURVEY\CAD\6702.00 EXHIBIT ACCESS.DWG

### LEGAL DESCRIPTION:

Being a part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 2,076.44 feet; thence North 88°00'35" East, 934.00 feet to the Point of Beginning;

Thence continuing North 88°00'35" East, 25.00 feet; thence South 01°59'25" East, 90.00 feet; thence North 88°00'35" East, 323.82 feet to the west right of way line of South 31st Street, thence South 00°02'10" West along said west right of way line, 25.02 feet, thence South 88°00'35" West, 322.94 feet; thence South 01°59'25" East, 585.00 feet; thence North 88°00'35" East, 302.24 feet to the aforesaid west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 25.02 feet; thence South 88°00'35" West, 318.00 feet; thence South 01°59'25" East, 93.90 feet; thence South 88°00'35" West, 25.00 feet; thence North 01°59'25" West, 118.90 feet, thence North 88°00'35" East, 16.64 feet; thence North 01°59'25" West, 700.00 feet to the Point of Beginning.

Said easement contains 36,518 square feet (0.8383 acres) of land, more or less.

DRAFTED BY: SEM



# EXHIBIT

## SHEET 2 OF 2

## 07/27/2026

### PINNACLE ENGINEERING GROUP

### PLAN | DESIGN | DELIVER

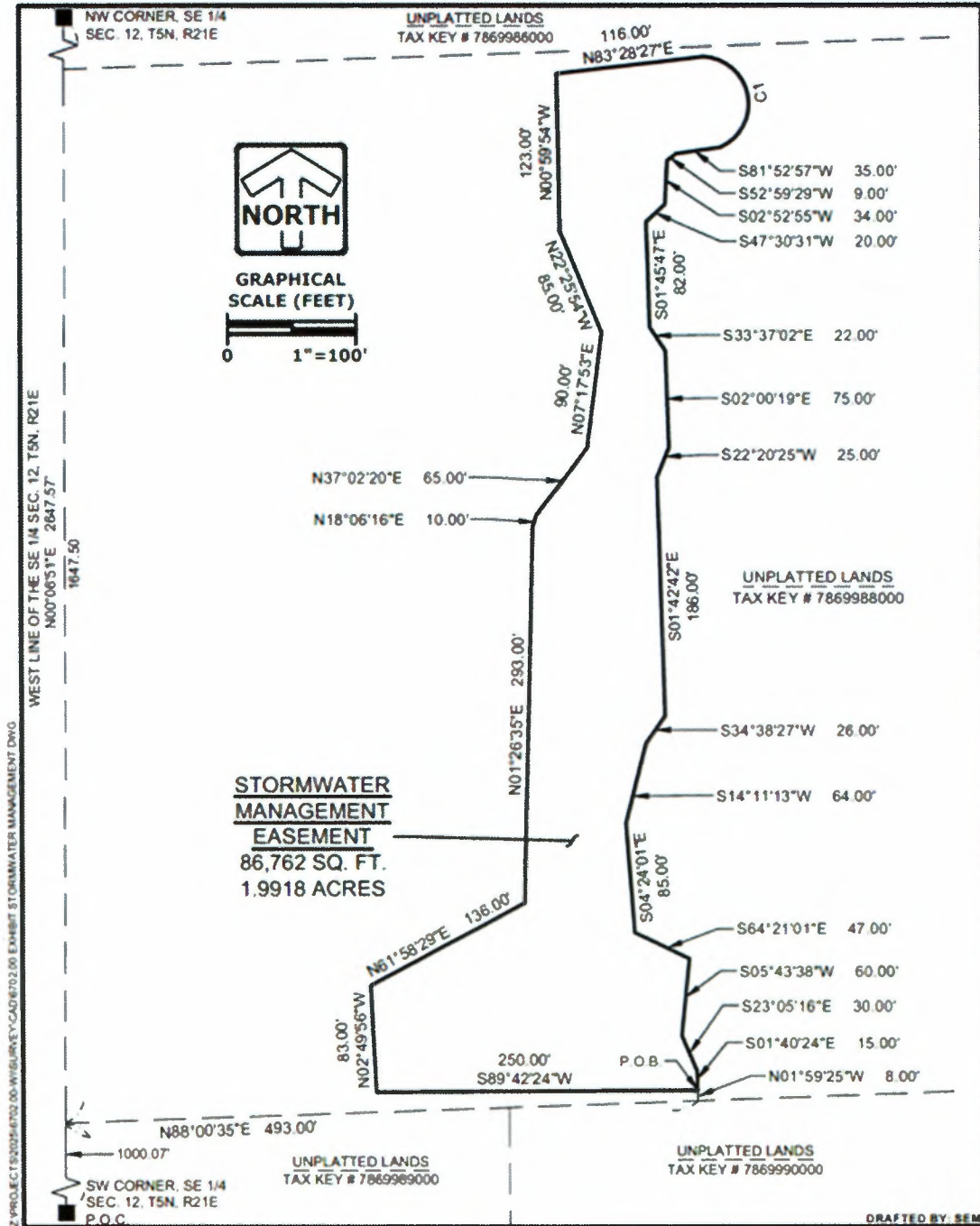
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB#6702.00

## EXHIBIT "B"

### DEPICTION OF THE STORM WATER FACILITIES



## **EXHIBIT "C"**

### **LEGAL DESCRIPTION OF FACILITIES**

Being a part of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southeast 1/4 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1,000.07 feet ; thence North 88°00'35" East, 493.00 feet; thence North 01°59'25" West, 8.00 feet to the Point Of Beginning;

Thence South 89°42'24" West, 250.00 feet; thence North 02°49'56" West, 83.00 feet; thence North 61°58'29" East, 136.00 feet; thence North 01°26'35" East, 293.00 feet; thence North 18°06'16" East, 10.00 feet; thence North 37°02'20" East, 65.00 feet; thence North 07°17'53" East, 90.00 feet; thence North 22°25'54" West, 85.00 feet; thence North 00°59'54" West, 123.00 feet; thence North 83°28'27" East, 116.00 feet to a point on a curve; thence southeasterly 99.00 feet along the arc of said curve to the right, whose radius is 37.00 feet and whose chord bears South 10°03'28" East, 72.00 feet; thence South 81°52'57" West, 35.00 feet; thence South 52°59'29" West, 9.00 feet; thence South 02°52'55" West, 34.00 feet; thence South 47°30'31" West, 20.00 feet; thence South 01°45'47" East, 82.00 feet; thence South 33°37'02" East, 22.00 feet; thence South 02°00'19" East, 75.00 feet; thence South 22°20'25" West, 25.00 feet; thence South 01°42'42" East, 186.00 feet; thence South 34°38'27" West, 26.00 feet; thence South 14°11'13" West, 64.00 feet; thence South 04°24'01" East, 85.00 feet; South 64°21'01" East, 47.00 feet; thence South 05°43'38" West, 60.00 feet; thence South 23°05'16" East, 30.00 feet; thence South 01°40'24" East, 15.00 feet to the Point of Beginning.

Said easement contains 86,762 square feet (1.9918 acres).

## STORM WATER MANAGEMENT ACCESS EASEMENT

LEO at Franklin

South 31<sup>st</sup> Street, Franklin, Wisconsin

Tax Key Number: \_\_\_\_\_

THIS EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 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 also as "Grantee," and FRANKLIN SFR OWNER, LLC, a Delaware limited liability company, 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".

### 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 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 West 1/2 of the Southeast 1/4 of Section Twelve (12), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "C" attached hereto (the "Easement Area").

1. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvements such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
2. 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 Grantee for the full amount of such loss or damage.
3. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
4. The Facilities shall be accessible for maintenance by the Grantor at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.



5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
13. 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 its last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals ON THIS DATE OF: \_\_\_\_\_, 2026.

Witnesses:

**FRANKLIN SFR OWNER, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Marc A. Mariano  
Authorized Signatory

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

STATE OF FLORIDA            )  
                                          ) ss  
COUNTY OF PINELLAS        )

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, Marc A. Mariano, Authorized Signatory of Franklin SFR Owner, LLC, a Delaware limited liability company, 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.

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

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

[Signature Pages Continue on Next Page]

CITY/GRANTEES:

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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin

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

**MORTGAGE HOLDER CONSENT**

The undersigned, Valley National Bank, a national banking association ("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 \_\_\_\_\_, 2026, 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.

VALLEY NATIONAL BANK,  
a national banking association

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

STATE OF FLORIDA            )  
                                          )ss  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, personally appeared \_\_\_\_\_ [Name], as \_\_\_\_\_ [Title] of Valley National Bank, a national banking association, and acknowledged that he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin.

Approved as to contents

\_\_\_\_\_  
City Engineer  
Date: \_\_\_\_\_

Approved as to form only

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

Exhibit A

Legal Description of the Property

Being a part of the West 1/2 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

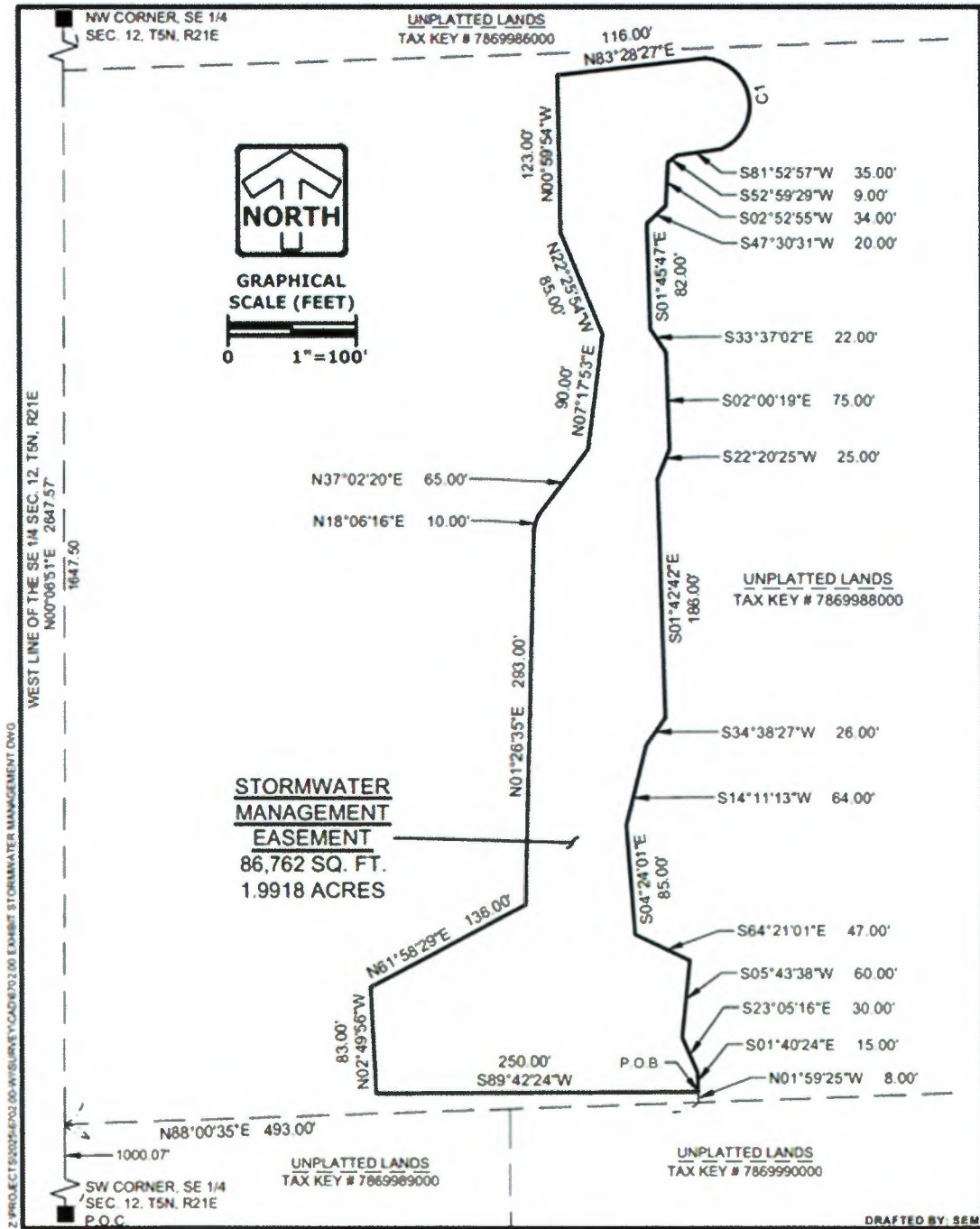
Commencing at the southwest corner of the West 1/2 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1000.07 feet to the Point of Beginning;

Thence continuing North 00°06'51" East along said west line, 819.45 feet; thence North 88°00'35" East along the monumented line, 1286.01 feet to the west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 819.41 feet; thence South 88°00'35" West along the north line of Lot 1 of Certified Survey Map No.790 and its westerly extension, 1287.12 feet to the Point of Beginning.

Containing 1,053,569 square feet (24.1866 acres) of land, more or less.

# Exhibit B

## Depiction of the Facilities



| CURVE TABLE |        |        |               |              |
|-------------|--------|--------|---------------|--------------|
| CURVE NO.   | LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH |
| C1          | 99.00' | 37.00' | S10°03'28"E   | 72.00'       |

## Exhibit C

### Legal Description of Access Easement

Being a part of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southeast 1/4 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1,000.07 feet ; thence North 88°00'35" East, 493.00 feet; thence North 01°59'25" West, 8.00 feet to the Point Of Beginning;

Thence South 89°42'24" West, 250.00 feet; thence North 02°49'56" West, 83.00 feet; thence North 61°58'29" East, 136.00 feet; thence North 01°26'35" East, 293.00 feet; thence North 18°06'16" East, 10.00 feet; thence North 37°02'20" East, 65.00 feet; thence North 07°17'53" East, 90.00 feet; thence North 22°25'54" West, 85.00 feet; thence North 00°59'54" West, 123.00 feet; thence North 83°28'27" East, 116.00 feet to a point on a curve; thence southeasterly 99.00 feet along the arc of said curve to the right, whose radius is 37.00 feet and whose chord bears South 10°03'28" East, 72.00 feet; thence South 81°52'57" West, 35.00 feet; thence South 52°59'29" West, 9.00 feet; thence South 02°52'55" West, 34.00 feet; thence South 47°30'31" West, 20.00 feet; thence South 01°45'47" East, 82.00 feet; thence South 33°37'02" East, 22.00 feet; thence South 02°00'19" East, 75.00 feet; thence South 22°20'25" West, 25.00 feet; thence South 01°42'42" East, 186.00 feet; thence South 34°38'27" West, 26.00 feet; thence South 14°11'13" West, 64.00 feet; thence South 04°24'01" East, 85.00 feet; South 64°21'01" East, 47.00 feet; thence South 05°43'38" West, 60.00 feet; thence South 23°05'16" East, 30.00 feet; thence South 01°40'24" East, 15.00 feet to the Point of Beginning.

Said easement contains 86,762 square feet (1.9918 acres).

**BLANK PAGE**



| APPROVAL                  | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                       | MTG. DATE<br>8/18/2026                         |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Reports & Recommendations | <b>A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Advenir Azora Development, LLC, LEO Cottages upon 7705 S 31<sup>st</sup> St (TKN: 786 9988 000,) 7631 S 31<sup>st</sup> St (TKN: 786 9987 000,) and 7721 S 31<sup>st</sup> St (TKN: 786 9992 000) Franklin, WI.</b> | <b>ITEM NO.</b><br><br>Ald. Dist. 3<br><br>25. |

### **BACKGROUND**

Pursuant to the approval of a site plan for Advenir Azora Development, LLC – LEO Cottages upon 31<sup>st</sup> St, it is necessary to enter into a development agreement for public infrastructure improvements on the site at an estimated cost of TBD, (still negotiating.)

### **ANALYSIS**

This agreement provides for the necessary public infrastructure improvements required for the new LEO Cottages Development. Included in the agreement is work on a public water main, sanitary sewer, and all storm water facilities on the site.

### **OPTIONS**

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit “E” attached. Contingent upon the agreed negotiations and conformance to our standard Development Agreement form.

### **FISCAL NOTE**

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

### **RECOMMENDATION**

Motion to adopt Resolution No. 2026- \_\_\_\_\_ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Advenir Azora Development, LLC, 31<sup>st</sup> St.

Engineering Department: KAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH ADVENIR AZORA DEVELOPMENT, LLC – LEO COTTAGES 7705 S 31<sup>ST</sup> ST (TKN: 786 9988 000,) 7631 S 31<sup>ST</sup> ST (TKN: 786 9987 000,) AND 7721 S 31<sup>ST</sup> ST (TKN: 786 9992 000) FRANKLIN, WI.

-----  
WHEREAS, the Developer, Advenir Azora Development, LLC is ready to proceed with the development at future site upon 31<sup>st</sup> St and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

WHEREAS, the Developer will make and install, or have made and have installed, any public improvements reasonably necessary to wit: watermain and hydrant install, sanitary sewer pipe and manholes and all stormwater management facilities as provided in the Development Agreement; and

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

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

WHEREAS, the development agreement currently does not conform to our standard template, and the process is still in negotiation. All subject to approval by the City Engineer, Director of Administration and City Attorney. Once negotiations are complete all necessary signatures will be required for recording purposes.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with Advenir Azora Development, LLC.

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

Introduced at a regular meeting of the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

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

Shirley J. Roberts, City Clerk

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

[4/25/25-bottlerplate-pro-forma]

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

LEO AT FRANKLIN[NAME OF DEVELOPMENT]

July, 2026  
[~~(Month)~~-(~~Year~~)]

**DEVELOPMENT AGREEMENT  
FOR  
LEO AT FRANKLIN~~[NAME OF DEVELOPMENT]~~**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between LEO@Franklin Franklin SFR Owner, LLC,  
a Delaware limited liability company, a [entity type], hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

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

WHEREAS, the Developer having applied to the City for Site Plan review, a Special Use,  
a Planned Development Overlay, and a  
Subdivision,  
and the approval[s] thereof by the Plan Commission and Common  
Council providing that as a condition of approving  
the Development, that the Developer make and install, or have made and have installed, any public  
the Improvements reasonably necessary, to wit: water main, including pipe, fittings, valves,  
hydrants and other water appurtenances; public sidewalk along 31<sup>st</sup> Street; acceleration and  
deceleration lanes on 31<sup>st</sup> Street; and sanitary sewer and associated  
manholes; and

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

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

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

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

3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the Improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is Two Million Five Hundred Ten Thousand Eight Hundred Twenty One and 49/100 (IN WORDS) and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Construction Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$1,977,020.07 \_\_\_\_\_, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee shall may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days of demand, or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, the City shall provide written notice to the Developer of the payment required or that it will be presented

**Commented [BCR1]:** The City initially indicated that notice and cure clauses are not acceptable. But here the Owner is constructing the public improvements and it is not paying the City. Owner needs a right with the City if there is a legitimate dispute with its contractor before the City can exercise its later right to notify the Surety company to pay the contractor. Request is that the City agree to the added text or revise/explain its position.



to the Surety Guarantee Issuer after an additional thirty (30) days. At any point during the initial thirty (30) days or after the City's written notice and the additional thirty (30) days, Developer may notify the City that it disputes the amount that is due, that it disputes that the amount is not yet due, or that there are defects in material and/or workmanship to be repaired, replaced, or corrected for the Improvements or services. The Developer shall identify the reason(s) for its dispute, the status of resolving the dispute, and its anticipated timetable to resolve the dispute. If amounts remain unpaid after the City's written notice and the additional thirty (30) days, and provided that Developer has not notified the City of a dispute and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Surety Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

**Commented [BCR2]:** This shows as a strikeout but it is included in the preceding 2 lines.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all Improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen twelve (142) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the Improvements are accepted by the City and the surface-binder course of asphalt is placed on the privatepublic roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

**Commented [BCR3]:** We all agreed at the 8/6/26 meeting with City staff that a Maintenance Financial Guarantee could replace the Financial Guarantee after dedication and acceptance. We also have private roads (not public) and need to distinguish between binder course and final surface course of asphalt. Therefore these edits are needed to address those issues and govern the Financial Guarantee in this section but similar language appears in #13 for the Maintenance Financial Guarantee. Also an edit is required to address 12 vs. 14 months in this text. Request is that the City agree to the added text or revise/explain its position.

7. The following special provisions shall apply:

- (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.

**Commented [BCR4]:** This appears to be related to the one year guarantee period. Stricken here as it is covered by the Maintenance Financial Guarantee in #13.

- (b) ~~The Improvements set forth laterals mentioned in Exhibit "B" are to be installed before the final surface course of asphalt is installed~~street surfacing mentioned in Exhibit "B" is commenced.

**Commented [BCR5]:** We have more than laterals and we agreed at the 8/6/26 meeting with City staff that we need to distinguish between binder course and final surface course of asphalt. Therefore these edits are needed to address those issues as well as the one in (c) below.

- (c) Electric and Gas Company is to install all necessary mains before the ~~final surface course of asphalt is installed~~street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.

- (d) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.

- (e) The curb face to curb face width of the roads in the Development shall be ~~as determined by the City Engineer,~~

**Commented [BCR6]:** City to confirm this determination will be "in accordance with the approved plans" and not arbitrary. Or "in accordance with the approved plans" should be put in this clause.

- (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of



the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof except for any claims or damages that arise due to the City's negligence or willful misconduct, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.

**Commented [BCR7]:** Same comment from the SW Maintenance Agreement: The City initially indicated that this clause is not acceptable. But it is not acceptable to Owner to indemnify City for its negligence or willful misconduct. **Request is that the City agree to the added clause or revise/explain its position.**

11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorney's fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
  - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
  - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
  - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
  - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
  - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorney's fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Maintenance Financial Guarantee (the "Maintenance Financial Guarantee", which may be either in the form of a Letter of Credit or a Maintenance Bond equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Maintenance Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total

**Commented [BCR8]:** This language is necessary to memorialize the agreement that a Maintenance Financial Guarantee could replace the Financial Guarantee after dedication and acceptance. The LOC or bond option was copied from #5 above.  
**Request is that the City agree to the added text or revise/explain its position.**

in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Maintenance Financial Guarantee shall be a separate but partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.

14. ~~(a)~~ The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

- (a) ~~(H)~~ **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Developer and all subcontractors retained by the Developer during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) as set forth herein and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

|                                                                                                                             |                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. General/Commercial Liability                                                                                             | <p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage<br/> \$4,000,000 per general aggregate,</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p> |
| B. Automobile Liability                                                                                                     | <p>\$1,000,000 combined single limit</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>                                                                                               |
| C. Contractor's Pollution Liability                                                                                         | <p>\$1,000,000 per occurrence<br/> \$2,000,000 aggregate</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>                                                                           |
| D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability | <p>\$10,000,000 per occurrence for bodily injury, personal injury, and property</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>                                                    |

|                                                   |                                                                                                                                                    |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| E. Worker's Compensation and Employers' Liability | Statutory<br><br><i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i> |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|

(b) ~~(2)~~ The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by

**Commented [BCR9]:** Confer with the City on what should fill in this blank.

18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

19. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Developer and City had executed it as a single document. The Developer and City agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The Developer and City may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and

will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document, and any amendment hereto.

~~19-20.~~ [This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

**Commented [BCR10]:** The City's template document had this paragraph hang out there so we propose making the assignment clause a numbered paragraph (new #20).

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

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

SEALED IN PRESENCE OF:

LEO@FRANKLIN, LLC,  
a Delaware limited liability company

By: LEO@Franklin GP, Inc.,  
a Delaware corporation,  
its Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Marc A. Mariano  
Vice President

Witnesses:

FRANKLIN SFR OWNER, LLC  
a Delaware limited liability company

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Marc A. Mariano  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

Party of the First Part

STATE OF FLORIDA )  
 ) ss  
PINELLAS COUNTY )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Marc A. Mariano, as Vice President of LEO@Franklin GP, Inc., a Delaware corporation, as Manager of LEO@Authorized Signatory of Franklin SFR Owner, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing Easement instrument and acknowledged the same as the voluntary act and deed of said company.

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

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

[(Signatures continue on the following pages.)]

Commented [BCR12]: Remove this if not needed.

CITY OF FRANKLIN

By: \_\_\_\_\_  
Name: John R. Nelson  
Title: Mayor

COUNTERSIGNED:

By: \_\_\_\_\_  
Name: Shirley J. Roberts  
Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN )  
 )ss.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, 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 ~~d~~Deed of said municipal corporation by its authority and pursuant to Resolution No.  
\_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2026.

\_\_\_\_\_  
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~~



**MORTGAGE HOLDER CONSENT**

The undersigned, Valley National Bank, a national banking association ("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 \_\_\_\_\_, 2026, 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.

\_\_\_\_\_  
VALLEY NATIONAL BANK,  
a national banking association  
  
\_\_\_\_\_  
By:  
\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Title:

STATE OF FLORIDA       )  
                                          )ss  
COUNTY OF       )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, personally appeared [Name], as [Title] of Valley National Bank, a national banking association, and acknowledged that he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
My commission expires

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

Form approved:

Christina M. Lucchesi Jesse A. Wesolowski, City Attorney



**INDEX OF EXHIBITS  
TO  
DEVELOPMENT AGREEMENT  
FOR  
LEO AT FRANKLIN~~(NAME OF DEVELOPMENT)~~**

|                  |                                                          |
|------------------|----------------------------------------------------------|
| Exhibit A        | Legal Description of Development                         |
| Exhibit B        | General Description of Required Development Improvements |
| Exhibit C        | General Development Requirements                         |
| Exhibit D        | Estimated Improvement Costs                              |
| Exhibit E        | Additional Development Requirements                      |
| Exhibit F        | Construction Specifications                              |
| <u>Exhibit G</u> | <u>Phasing Plan</u>                                      |
| <u>Exhibit H</u> | <u>Vision Easement</u>                                   |
| <u>Exhibit I</u> | <u>Access Easement</u>                                   |

**EXHIBIT "A"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
LEO AT FRANKLIN~~(NAME OF DEVELOPMENT)~~

|                                     |
|-------------------------------------|
| LEGAL DESCRIPTION<br>OF DEVELOPMENT |
|-------------------------------------|

Being a part of the West 1/2 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the West 1/2 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1000.07 feet to the Point of Beginning;

Thence continuing North 00°06'51" East along said west line, 819.45 feet; thence North 88°00'35" East along the monumented line, 1286.01 feet to the west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 819.41 feet; thence South 88°00'35" West along the north line of Lot 1 of Certified Survey Map No.790 and its westerly extension, 1287.12 feet to the Point of Beginning.

Containing 1,053,569 square feet (24.1866 acres) of land, more or less.

**EXHIBIT "B"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**LEO AT FRANKLIN**~~**[NAME OF DEVELOPMENT]**~~

GENERAL DESCRIPTION  
OF  
REQUIRED DEVELOPMENT  
IMPROVEMENTS

*[n.b.: subject to adds/deletions per specific Development requirements; see below]*

Description of improvements required to be installed to develop the ~~[Name of]~~ DLEO at Franklin development.

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

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

1. Grading of all lots and blocks within the Development in conformance with the approved grading plan. (N.A.)\*S
2. Grading of the streets within the Development in accordance with the established street grades and the City approved street cross-section and specifications. (N.A.)\*S
3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. (N.A.)\*S
4. Sanitary sewer main and appurtenances in the streets and/or easement in the Development, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area. \*S

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

**Commented [BCR13]:** This (N.A.), the ones below, and the \*Cs below were existing that way in the City's template Development Agreement.

**EXHIBIT "C"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**[NAME OF DEVELOPMENT]**

|                                         |
|-----------------------------------------|
| <b>GENERAL DEVELOPMENT REQUIREMENTS</b> |
|-----------------------------------------|

*[n.b.: subject to adds/deletions per specific Development requirements; see attached Exhibit "C-1" incorporated herein by reference and wholly replacing this Exhibit "C" as and for the "adds/deletions per specific Development requirements" for Leo at Franklin]*

**I.     GENERAL**

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

**II.    LOT SIZE AND UNIT SIZE**

- A.     Lots
  - 1.     All lots shall be as shown on the final approved plat.
- B.     Units
  - 1.     The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

**III.   WATER SYSTEM**

- A.     Availability
  - 1.     Each and every lot in the Development shall be served by a water main.
  - 2.     The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.

3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Developer's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

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

66.0701 Special assessments by local ordinance, and §207.15.  
Special assessments, of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Endwalls

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

C. Outfalls and Retaining Walls

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

D. Responsibility of Discharged Water

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

VI. STREETS

A. Location

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

B. Names

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

C. Construction

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

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

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

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

D. Snow Removal and Ice Control

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

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



## VII. EASEMENTS

### A. Drainage

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

## VIII. PERMITS ISSUED

### A. Building Permits

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

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:
  - a) Streets have been paved except for the final lift of asphalt.
  - b) The gas, telephone and electrical services have been installed and are in operation.
  - c) The water system is installed, tested and approved.
  - d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

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

Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

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

EXHIBIT "C-1"  
TO  
DEVELOPMENT AGREEMENT  
FOR  
LEO AT FRANKLIN

|                                                                       |
|-----------------------------------------------------------------------|
| <u>GENERAL DEVELOPMENT REQUIREMENTS</u><br><u>FOR LEO AT FRANKLIN</u> |
|-----------------------------------------------------------------------|

I. APPROVALS, APPROVED PLANS, PHASES, AND PERMIT SUBMISSIONS

- A. Developer (as defined in the Agreement) applied to the City (as defined in the Agreement) for Site Plan review, a Special Use, a Planned Development Overlay, and a Subdivision to construct a residential community consist of 166 market-rate, Class A built-for-rent units (the "Project"), and was approved by the Common Council and Plan Commission (the "Entitlement Approvals"), provided that the Developer make and install, or have made and have installed, the Improvements (as defined in the Agreement) reasonably necessary, to wit: water main, including pipe, fittings, valves, hydrants and other water appurtenances (the "Water System"); public sidewalk along 31st Street (the "Public Sidewalk"), acceleration and deceleration lanes on 31st Street (the "Acceleration/Deceleration Lanes"), and sanitary sewer and associated manholes (the "Sanitary System"). See also Exhibit "B" (General Description of Required Improvements).
- B. Developer applied to the City for Engineering and Storm Water Management Plan Review (the "Engineering Plans") including the Improvements reasonably necessary, to wit: the Water System; the Public Sidewalk; the Acceleration/Deceleration Lanes; and the Sanitary System (the Entitlement Approvals and the Engineering Plans are hereinafter described as the "Approved Plans").
- C. Developer will construct the Project in phases and stages. The Phasing Plan is set forth on attached Exhibit "G".
- D. Developer may submit building permit applications by phases in accordance with the Phasing Plan not more than once every two (2) weeks.
- E. Developer may submit an Early Start for Footing/Foundation permit application for Phase 1 prior to submitting for a building permit application for Phase 1. For subsequent phases, the Developer may submit Early Start for Footing/Foundation permit applications provided that that the building permits for all prior phases have been issued.

## II. GENERAL DESCRIPTION OF IMPROVEMENTS

- A. The improvements for the Project and the Improvements are those certain special provisions as referenced in Paragraph 7(a) of the Agreement, Exhibit "B," and those certain conditions of approval for the Entitlement Approvals and the final approvals of the Engineering Plans.

## III. DEVELOPMENT REQUIREMENTS FOR THE PROJECT

### A. Deed Restriction Requirements:

- i. A Financial Guarantee (as defined in the Agreement) approved by the City Attorney in the full amount of the Improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- ii. The time of completion of Improvements:
  - a. The Developer shall take all action necessary so as to have all the Improvements installed and approved by the City before two years from the date of the Agreement subject to force majeure.
  - b. Provided that Developer has commenced construction of the Improvements, upon Developer's failure to complete construction of the Improvements or to correct any deficiencies in said Improvements, upon thirty (30) days written notice to Developer, the City may, at its option and at the expense of the Developer limited to amount of the Financial Guarantee (as defined in the Agreement), may cause the completion of installation of or the correction of any deficiencies in said Improvements.

### B. Charges for Services by the City of Franklin for Fees for Checking and Review:

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

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

C. Building Permit Requirements: No building permits shall be issued until:

- i. Drainage has been rough graded and approved.
- ii. The land combination has been recorded.
- iii. All easements shall be executed and recorded to benefit the City.
- iv. The Sanitary System and Water System necessary for the phase is installed, tested and approved.

D. Construction Requirements:

- i. All construction shall be in accordance with the Approved Plans and in phases pursuant to the Phasing Plan.
- ii. The north Acceleration/Deceleration Lanes are constructed prior to the Certificate of Occupancy for Phase 1 and the south Acceleration/Deceleration Lanes are constructed prior to the Certificate of Occupancy for Phase 15.
- iii. All construction shall be in accordance with the City ordinance for hours to wit: not earlier than 7:00 a.m. and not later than 5:00 p.m. Monday through Saturday.
- iv. Inspection of the work shall be at the Developer's expense.
- v. Developer may construct the Sanitary System and Water System with bedding and cover per City specifications and trench backfill with Wisconsin Department of Transportation Grade 2 in the easement areas.
- vi. Developer may construct the Sanitary System with direct connections of the laterals to the sanitary mains prior to roof installation of the Project buildings provided that (a) each lateral shall be extended above grade inside the foundation and capped with a glue cap, (b) during installation of the building drain inside each building, if any water is present in the piping, it shall not be allowed to drain into the sewer main and must instead be pumped out to grade, and (c) each building sewer will need to be video-inspected to verify that no construction debris, gravel, or other materials have entered the piping during construction.
- vii. Streets necessary for the phase have been paved with the base course of asphalt.

viii. Developer may construct the Project buildings with trench footings provided that they comply with SPS 321.15(1)(c), Wis. Admin. Code (permitting footings poured integrally with the wall provided that the minimum width shall be at least 8 inches nominal).

E. Occupancy Permit Requirements: No temporary occupancy permits or occupancy permits shall be issued until the Public Sidewalk is installed and, for any phase pursuant to the Phasing Plan, until:

i. Streets necessary for the phase have been paved with the binder course of asphalt.

ii. The gas, telephone and electrical services necessary for the phase have been installed and are in operation.

iii. All drainage facilities necessary for the phase are functional.

iv. The Acceleration/Deceleration Lanes are constructed in accordance with Paragraph III.D.ii., above.

#### IV. SNOW REMOVAL AND ICE CONTROL REQUIREMENTS

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

#### V. PUBLIC IMPROVEMENTS OFFSET CREDITS

A. The Developer shall receive a 1:1 offset credit in the amount of \$ 61,019.00 against the Park Impact Fees pursuant to the reasonable market value of \$10,000.00 per acre for conservancy land with 6.1019 acres of the Development property subject to that separate Conservancy Easement to be recorded against the Development property.

B. The Developer shall receive a 1:1 offset credit in the amount of \$123,163.64 against the Park Impact Fees for the Improvements Costs related to the Public Sidewalk and Acceleration/Deceleration Lanes. See Exhibit "D" line items.



**EXHIBIT "D"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR LEO AT FRANKLIN**~~[NAME OF DEVELOPMENT]~~

**ESTIMATED IMPROVEMENT COSTS**

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

Said ~~e~~Improvements Costs for the project are estimated to be as follows:

~~n.b.:~~ subject to adds/deletions per specific Development requirements

| DESCRIPTION                                    | COSTS                 |
|------------------------------------------------|-----------------------|
| Grading (including Erosion Control)            |                       |
| Sanitary System                                | <u>\$948,554.79</u>   |
| Water System                                   | <u>\$895,301.64</u>   |
| <u>Public Sidewalk</u>                         | <u>\$43,852.74</u>    |
| <u>Acceleration/Deceleration Lanes</u>         | <u>\$79,310.90</u>    |
| Storm Sewer System                             |                       |
| Paving (including sidewalk)                    |                       |
| Street Trees ( x \$400/lot)                    |                       |
| Street Lights (-2) @ approximately \$5,000/ea. | <u>\$10,000.00</u>    |
| Street Signs                                   |                       |
| Underground Electric, Gas and Telephone        |                       |
| Retention Basin                                |                       |
| SUBTOTAL                                       | <u>\$1,977,020.07</u> |
| Engineering/Consulting Services                |                       |
| Municipal Services (7% of Subtotal)            | <u>\$138,391.41</u>   |
| Contingency Fund (20% of Subtotal)             | <u>\$395,404.01</u>   |
| TOTAL:                                         | <u>\$2,510,821.49</u> |

Total: Two Million Five Hundred Ten Thousand Eight Hundred Twenty One and 49  
 \_\_\_\_\_/100 Dollars.

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

Michael N. Paulos, City Engineer



**EXHIBIT "E"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**LEO AT FRANKLIN**~~**[NAME OF DEVELOPMENT]**~~

ADDITIONAL DEVELOPMENT  
REQUIREMENTS

~~[n.b.: subject to adds/deletions per specific Development requirements; see below]~~

- ~~1. The Developer agrees that it shall pay to the City of Franklin the street light installation and underground wiring costs as determined by the WE Energies Company for \_\_\_\_ (-) 100-watt ornamental sodium-vapor light(s).~~
- ~~2.1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP") and the conditions of approval for the Entitlement Approvals (as defined in Exhibit "C-1") and the final approvals of the Engineering Plans (as defined in Exhibit "C-1"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.~~
- ~~3.2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications final approvals of the Engineering Plans as approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.~~
- ~~4.3. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development pursuant to the Notice of Intent and the final approvals of the Engineering Plans. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.~~
- ~~5.4. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed pursuant to the Notice of Intent and the final approvals of the Engineering Plans. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.~~
- ~~6.5. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established pursuant to the Notice of Intent and the final approvals of the Engineering Plans.~~
- ~~7.6. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and pursuant to the conditions of approval for the Entitlement Approvals and the final approvals of the Engineering Plans, and shall install~~

**Commented [BCR14]:** City to confirm editing its template Development Agreement is acceptable per this embedded signal as by definition the document must become specific to Leo at Bristol and it will not include all of the template single family subdivision provisions listed below.

an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.

- 8-7. The Developer shall install the Water System pursuant to the conditions of approval for the Entitlement Approvals and the final approvals of the Engineering Plans ~~a \_\_\_\_\_ inch diameter water main on \_\_\_\_\_ from the existing water main located at S. 31<sup>st</sup> Street abutting \_\_\_\_\_ of the Development. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Developer which may reimburse to the Developer the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on \_\_\_\_\_ installed by the Developer. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the Developer upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid ten years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Developer such pro-rated costs if received as aforesaid.~~
- 9-8. Prior to commencing any land disturbance, the Developer shall comply with the approved NRPP and the conditions of approval for the Entitlement Approvals and the final approvals of the Engineering Plans ~~employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.~~
10. ~~The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.~~
- 11-9. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the final approvals of the Engineering Plans plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer in accordance with the Storm Water Management Plan, the Storm Water Facilities Maintenance Agreement, and the Storm Water Management Access Easement and/or owners association.
12. ~~The Developer shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the~~

~~Final Plat. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.~~

- ~~13. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.~~

~~14.10.~~ Construction Requirements:

- a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
- b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
- c) Prior to issuance of any temporary occupancy permits or occupancy building permits other than in the case of the issuance of any model structure permits for a phase pursuant to the Phasing Plan, all necessary grading and improvements shall be completed necessary for the phase in accordance with the Approved Plans (as defined in Exhibit "C-1") and as directed by the City Building Official~~Engineer~~.
- d) All traffic shall enter the site from S. 31<sup>st</sup> Street from the north via W. Rawson Avenue

- ~~15.11.~~ The Developer shall provide for the connections to the existing \_\_\_\_\_  
S. 31<sup>st</sup> Street and install any necessary curb and gutter and pavement in accordance with the Approved Plans. The Developer, its successors, and assigns shall grant vision triangle easements at each connection to S. 31<sup>st</sup> Street (the "Vision Easement"). The legal description of the Vision Easement is set forth on attached Exhibit "H"

**Commented [BCR15]:** Pinnacle Engineering Group to provide ASAP.

- ~~12.~~ The Developer, its successors, and assigns shall grant an access easement to allow future cross-access to be constructed to land to the north and to the south, and to S. 31<sup>st</sup> Street (the "Access Easement"). The legal description of the Access Easement is set forth on attached Exhibit "I" and the Access Easement may consist of a separate, recorded easement agreement.

- ~~16.13.~~ The Developer, its successors, and assigns shall adequately maintain the Development's private roads. Adequate maintenance is herein defined as keeping the private roadways in good working condition so that the roadways perform in accordance with private roadway standards. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said private roadways and in no event shall this Agreement be construed to impose any such obligation on the City.

- a) If the Developer, its successors and assigns, fails to maintain its private roadways in good working condition and does not perform corrective actions in a reasonable

time, the City may issue written notice to the Developer with evidence identifying the need for adequate maintenance for which corrective actions must be commenced within 90 days.

- a)b) Upon the City's written notice and evidence of the need for adequate maintenance for which corrective actions must be undertaken, if the Developer does not commence corrective actions within 90 days, the City may perform corrective actions and assess the Developer, 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



**EXHIBIT "F"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
LEO AT FRANKLIN~~[NAME OF DEVELOPMENT]~~

CONSTRUCTION SPECIFICATIONS

~~[a.b. subject to adds/deletions per specific Development requirements]~~

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

| ITEM                   | SPECIFICATION                                                                                                                                                                                                                                                       |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Storm & Sanitary Sewer | STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition<br>CITY OF FRANKLIN; <u>provided that Wisconsin Department of Transportation Grade 2 trench backfill is allowed for the Sanitary System constructed in an easement.</u> |
| Water Mains            | STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition<br>CITY OF FRANKLIN; <u>provided that Wisconsin Department of Transportation Grade 2 trench backfill is allowed for the Water System constructed in an easement.</u>    |
| Concrete Curb & Gutter | CITY OF FRANKLIN                                                                                                                                                                                                                                                    |
| Streets:               |                                                                                                                                                                                                                                                                     |
| Construction           | CITY OF FRANKLIN                                                                                                                                                                                                                                                    |
| Materials              |                                                                                                                                                                                                                                                                     |
| -Asphalt               | CITY OF FRANKLIN                                                                                                                                                                                                                                                    |
| -Aggregate             | CITY OF FRANKLIN                                                                                                                                                                                                                                                    |
| -Concrete              | CITY OF FRANKLIN                                                                                                                                                                                                                                                    |
| Cross Section          | CITY OF FRANKLIN                                                                                                                                                                                                                                                    |

## PHASING PLAN

**1515 1st Avenue**

APPROVED STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES  
 OFFICE OF THE COUNTY ENGINEER  
 1515 1st Avenue  
 Los Angeles, CA 90012  
 (213) 875-1234  
 www.lacounty.gov

**Phase 1 Paved**  
 Bldgs. 1/2/3/4/5  
 Building Penetration by 1/15/27

**Phase 2 Paved**  
 Bldgs. 6/7/8/9  
 Bldgs. by 8/1/27

**Phase 3 Paved**  
 TBD

Assumes an 8'10" grading exist. As of 1/7/21 the plans are not approved and groundlines cannot be built. Load times are 8 weeks for Class materials. Utility work start will be deferred until lot details will have to be re-evaluated in terms of approved plan structure & layout/center alignment/alignment layout etc.



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EXHIBIT "H"  
TO  
DEVELOPMENT AGREEMENT  
FOR  
LEO AT FRANKLIN

VISION EASEMENT

**Commented [BCR16]:** Pinnacle Engineering Group to provide.

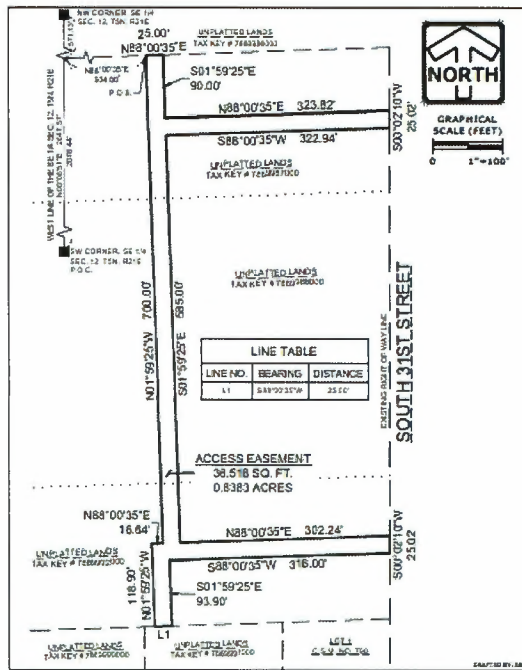
LEGAL DESCRIPTION OF THE VISION EASEMENT AREA



**EXHIBIT "I"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**LEO AT FRANKLIN**

**ACCESS EASEMENT**

**LEGAL DESCRIPTION OF THE ACCESS EASEMENT AREA**



**LEGAL DESCRIPTION:**

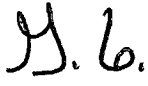
Being a part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 2,076.44 feet; thence North 88°00'35" East, 934.00 feet to the Point of Beginning;

Thence continuing North 88°00'35" East, 25.00 feet; thence South 01°59'25" East, 90.00 feet; thence North 88°00'35" East, 323.82 feet to the west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 25.02 feet; thence South 88°00'35" West, 322.94 feet; thence South 01°59'25" East, 585.00 feet; thence North 88°00'35" East, 302.24 feet to the aforesaid west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 25.02 feet; thence South 88°00'35" West, 318.00 feet; thence South 01°59'25" East, 93.90 feet; thence South 88°00'35" West, 25.00 feet; thence North 01°59'25" West, 118.90 feet; thence North 88°00'35" East, 16.64 feet; thence North 01°59'25" West, 700.00 feet to the Point of Beginning.

Said easement contains 36,518 square feet (0.8383 acres) of land, more or less.

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| APPROVAL                  | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MTG. DATE<br>August 18, 2026                                                                                                    |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Reports & Recommendations | <b>A Resolution Authorizing Certain Officials to Accept a Conservation Easement for</b><br><b>7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000),</b><br><b>(Advenir Azora Development, APPLICANT)</b><br><b>(Matteo and Germano Norante, Owner, 7705 S 31st Street)</b><br><b>(BC Management, Owner, 7631 S. 31st Street)</b><br><b>(Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street)</b> | <b>ITEM NO.</b><br><b>Ald Dist 3</b><br><br> |

### **BACKGROUND**

On July 21, 2026, the Common Council approved Planned Development Overlay (PDO) 46 (ORD 2026-2744), to allow for the Advenir Azora Development multifamily project. The proposed easement will protect the natural resource area and compensation plantings for this development.

### **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 PDO and Site Plan approvals.

The proposed draft easement includes language and modifications from the City template for which negotiations for it are ongoing at the time of this writing.

### **OPTIONS**

Approve or Deny

### **FISCAL NOTE**

None

### **RECOMMENDATION**

Motion to adopt a Resolution authorizing Certain Officials to Accept a Revised Conservation Easement for 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000), (Advenir Azora Development, APPLICANT), (Matteo and Germano Norante, Owner, 7705 S 31st Street), (BC Management, Owner, 7631 S. 31st Street), (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street)

Planning: MX

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

*[Draft 08-14-2026]*

RESOLUTION NO. 2026 - \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
REVISED CONSERVATION EASEMENT FOR A RESOLUTION AUTHORIZING  
CERTAIN OFFICIALS TO ACCEPT  
A CONSERVATION EASEMENT FOR  
7705 S 31ST STREET, (TKN 786 9988 000), 7631 S. 31ST STREET, (TKN 786 9987 000),  
AND 7721 S 31ST STREET (TKN 786 9992 000),  
(ADVENIR AZORA DEVELOPMENT, APPLICANT)  
(MATTEO AND GERMANO NORANTE, OWNER, 7705 S 31ST STREET)  
(BC MANAGEMENT, OWNER, 7631 S. 31ST STREET)  
(ESTATE OF GERALD F ZAWADZKI, OWNER, 7721 S. 31ST STREET)

-----

WHEREAS, the Common Council having previously approved Planned Development Overlay (PDO) 46 on July 21, 2026 (ORD 2026-2744), and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the natural resources, on the site; and

WHEREAS, §15-7.0702.P of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Site Plan and PDO 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; 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 conditional 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 ADVENIR AZORA DEVELOPMENT, in the form and content as annexed hereto, be and the same is hereby approved, subject to technical corrections by the City Attorney and Principal Planner; 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 \_\_\_\_\_.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT  
ADVENIR AZORA DEVELOPMENT, APPLICANT  
RESOLUTION NO. 2026-\_\_\_\_\_  
Page 2

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 \_\_\_\_\_

## CONSERVATION EASEMENT

LEO at Franklin

This Conservation **Easement** is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “**Grantee**,” and **FRANKLIN SFR OWNER, LLC**, a Delaware limited liability company, 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 floodplain, wetland, flow way, secondary environmental corridor, and other natural areas as set forth in Exhibit A and on Grantor’s site plan (the “**Plan**”), 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, Valley National Bank, a national banking association, mortgagee of the Grantor’s property including 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.

A. 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 § 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.

B. 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 or a limited right to take remedial actions or perform maintenance that may be required from time to time provided that Grantor provides notice to Grantee of the remedial actions taken or maintenance performed;
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 SFR Owner, LLC  
17501 Biscayne Boulevard, Suite 300  
Aventura, FL 33160  
Attention: Marc Mariano

To Grantee:

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

[Signature Pages Follow]



In witness whereof, the Grantor has set its hands and seal on this date of \_\_\_\_\_, 2026.

Witnesses:

**FRANKLIN SFR OWNER, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

By:

\_\_\_\_\_  
Marc A. Mariano  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

STATE OF FLORIDA            )  
                                          ) ss  
PINELLAS COUNTY            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Marc A. Mariano, as Authorized Signatory of Franklin SFR Owner, LLC, a Delaware 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 company.

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

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

[Signature Pages Follow]

### 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 \_\_\_\_\_, 2026.

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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026.

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

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

## MORTGAGE HOLDER CONSENT

The undersigned, Valley National Bank, a national banking association ("**Mortgagee**"), as Mortgagee under that certain Mortgage encumbering the Grantor's property including the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on \_\_\_\_\_, 2026, as Document No. \_\_\_\_\_, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Grantor's property.

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

VALLEY NATIONAL BANK,  
a national banking association

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

STATE OF FLORIDA            )  
                                          )ss  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, personally appeared \_\_\_\_\_ [Name] \_\_\_\_\_, as \_\_\_\_\_ [Title] \_\_\_\_\_ of Valley National Bank, a national banking association, and acknowledged that he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
[Planner Name]  
[Planner Title]  
Department of City Development

\_\_\_\_\_  
Date

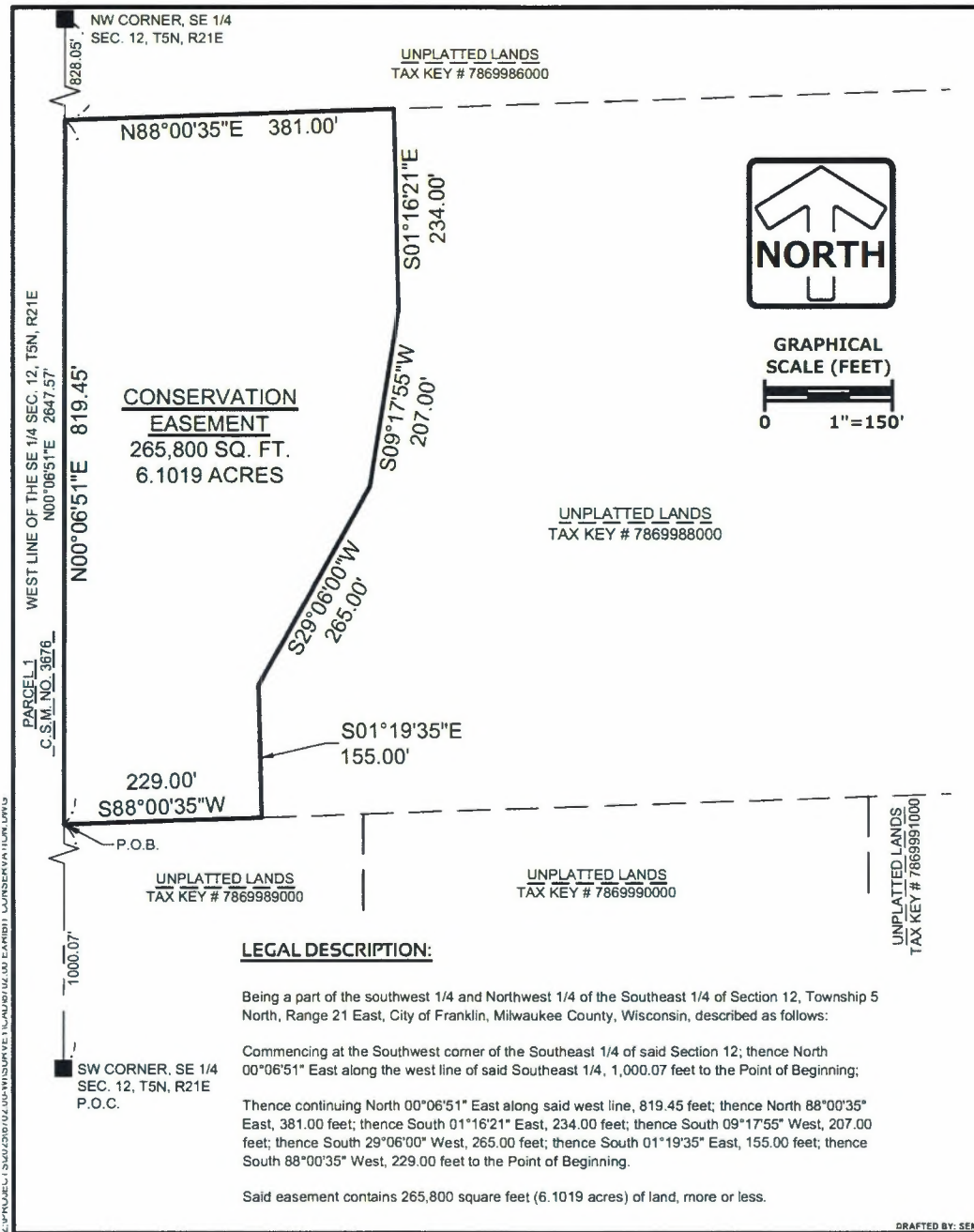
Approved as to form only:

\_\_\_\_\_  
Christina Lucchesi  
City Attorney

\_\_\_\_\_  
Date

## EXHIBIT A

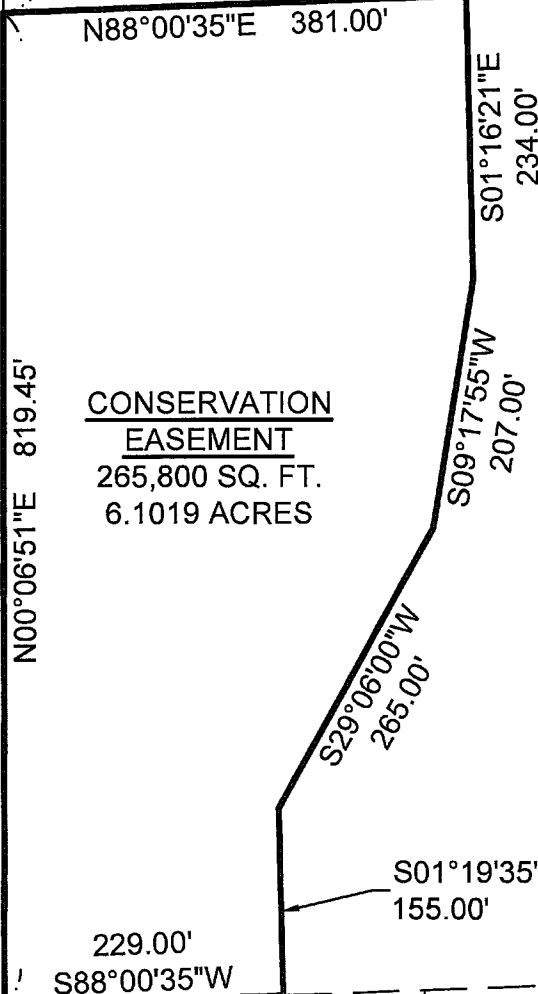
### LEGAL DESCRIPTION OF THE PROTECTED PROPERTY



Z:\PROJECTS\2025\6702 00-WISURVEY\CAD\6702 00 EXHIBIT CONSERVATION.DWG

NW CORNER, SE 1/4  
SEC. 12, T5N, R21E

UNPLATTED LANDS  
TAX KEY # 7869986000



GRAPHICAL  
SCALE (FEET)  
0 1"=150'

UNPLATTED LANDS  
TAX KEY # 7869988000

UNPLATTED LANDS  
TAX KEY # 7869989000

UNPLATTED LANDS  
TAX KEY # 7869990000

UNPLATTED LANDS  
TAX KEY # 7869991000

#### LEGAL DESCRIPTION:

Being a part of the southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1,000.07 feet to the Point of Beginning;

Thence continuing North 00°06'51" East along said west line, 819.45 feet; thence North 88°00'35" East, 381.00 feet; thence South 01°16'21" East, 234.00 feet; thence South 09°17'55" West, 207.00 feet; thence South 29°06'00" West, 265.00 feet; thence South 01°19'35" East, 155.00 feet; thence South 88°00'35" West, 229.00 feet to the Point of Beginning.

Said easement contains 265,800 square feet (6 1019 acres) of land, more or less.

DRAFTED BY: SEM

# EXHIBIT

07/28/2026

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB#6702.00

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|                                          |                                                                                                                                                                                                                                                     |                                                |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>APPROVAL</b>                          | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                                                                                                                                                                                               | <b>MEETING DATE</b><br>08/18/2026              |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>A RESOLUTION TO RENAME ERNIE LAKE<br/>PARK TO 'TONY MEGNA PARK, HOME OF<br/>LAKE ERNIE,'<br/>LOCATED AT 8000 S CHAPEL HILL DR<br/>(TKN 800 9972 005, 800 9982 010, 795 9999 005<br/>AND 800 0102 000)<br/>(CITY OF FRANKLIN, PROPERTY OWNER)</b> | <b>ITEM NUMBER</b><br><br>Dist. No. 6<br>D. 7. |

The Parks Commission would like to honor Mr. Tony Megna's many years of dedicated service to the City of Franklin's Parks Commission, most recently as the Commission Chair. Mr. Megna stepped down from the Commission after the April 2020 meeting. At their December 8, 2025 meeting, the Parks Commission adopted a motion recommending that the City rename Ernie Lake Park to 'Tony Megna Park, home of Lake Ernie' and to also put up a sign. The City has previously installed a bench in the park in the park honoring Mr. Megna.

Resolution 2010-6634 establishes a City buildings, parks and facilities naming policy. With the recommendation of the Parks Commission, a park may be renamed to honor a past Commissioner for "Exceptional service in the public interest [and] dedication to service to the City." Eligibility for this honor "shall commence only after five years following the completion of their public service."

Mr. Megna served for more than 40 years on various City of Franklin boards and commissions.

The City held a public comment period from Wednesday June 17 to Friday July 17, 2026. No comments on the proposal were received.

#### **Fiscal Note**

Potential fiscal impact includes costs associated with the noticing and public comment period, and the cost of a new sign for the park. This item was not budgeted in the 2026 Parks budget.

#### **COUNCIL ACTION REQUESTED**

A motion to adopt a Resolution to Rename Ernie Lake Park to "Tony Megna Park, Home of Lake Ernie," Located at 8000 S Chapel Hill Dr. ((TKN 800 9972 005, 800 9982 010, 795 9999 005 AND 800 0102 000) (City of Franklin, Property Owner)

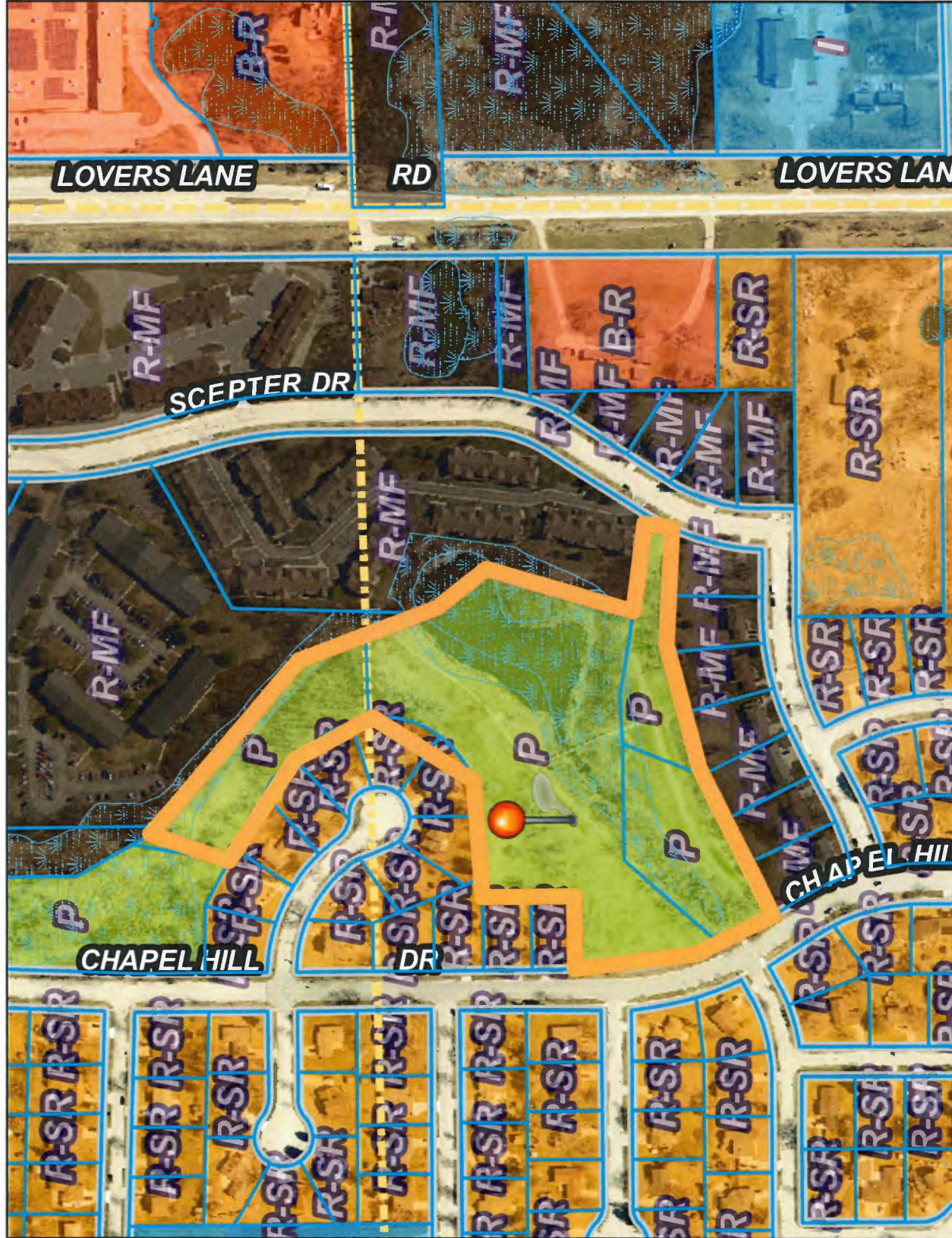
Or

A motion to act on the above item as the Common Council deems appropriate.



# Ernie Lake Park - City of Franklin

Overview Map



- Parcel
- Road Right-of-Way
- City Boundary
- Map Grid



Scale is estimate - not survey

Map Printed: 1/14/2026

The maps and information provided by the City of Franklin's Property Viewer are not legal instruments and are to be used for reference purposes only, not as a substitute for legally recorded maps, surveys, or other documents. The City of Franklin assumes no liability for any damages or loss resulting from the use or misuse of the maps and information offered through this site. The maps and information provided here may have been compiled from various state, county, municipal, and private sources, and are maintained by their sources for a wide variety of purposes. Therefore, the City of Franklin cannot guarantee the quality, content, accuracy, completeness, or currency of the information transmitted by this site, and the user assumes all responsibility for its use. The City of Franklin makes every attempt to provide accurate, complete, and up-to-date information, but it shall not be held responsible for any discrepancies or errors. Each individual accesses and uses the information herein at their own risk. Use of the Property Viewer constitutes acceptance of all terms and conditions in this Disclaimer.



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



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*Draft 08/13/2026*

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION TO RENAME ERNIE LAKE PARK TO  
'TONY MEGNA PARK, HOME OF LAKE ERNIE,'  
LOCATED AT 8000 S CHAPEL HILL DR  
(TKN 800 9972 005, 800 9982 010, 795 9999 005 AND 800 0102 000)  
(CITY OF FRANKLIN, PROPERTY OWNER)

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WHEREAS, Common Council at its regular meeting on January 20, 2026 adopted a motion to preliminarily rename Ernie Lake Park to 'Tony Megna Park, home of Lake Ernie', and to publish the recommended name as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper, in accordance with Resolution No. 2010-6634, A City Buildings, Parks and Facilities Naming Policy; and

WHEREAS, the Parks Commission at its regular meeting on December 8, 2025 recommended "Tony Megna Park, home of Lake Ernie " as the official name; and

WHEREAS, the City has received no written Citizen comments and recommendations during the filing period from Wednesday June 17 to Friday July 17, 2026, and the Common Council having considered such comments and recommendations and the recommendation of the Parks Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, pursuant to Resolution No. 2010-6634 Section V.6., that the park named Ernie Lake Park is hereby named the 'Tony Megna Park, home of Lake Ernie'

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

RENAME ERNIE LAKE PARK TO  
'TONY MEGNA PARK, HOME OF LAKE ERNIE,'  
RESOLUTION NO. 2026-\_\_\_\_\_  
Page 2

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                      |                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>APPROVAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                                                                                                                                | <b>MEETING DATE</b><br><br>8/18/2026           |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>An Ordinance to Modify the Municipal Code<br/>Section 245-5 D. (4) Designating No Parking on<br/>the West Side of Schlueter Pkwy from W. Drexel<br/>Avenue to S. Legend Drive</b> | <b>ITEM NUMBER</b><br>Ald. District 2<br>M. 8. |
| <p><b><u>BACKGROUND</u></b><br/> At their meeting held on August 11<sup>th</sup>, 2026, the Board of Public Works (BPW) discussed concerns brought forth regarding parking on Schlueter Pkwy, specifically in regard to safety. The Board of Public Works is recommending to the Council that the west side of Schlueter Pkwy be designated as “No Parking”.</p> <p><b><u>ANALYSIS</u></b><br/> Of initial concern was the safety for drivers and pedestrians in this area with vehicles parked on both sides of Schlueter Pkwy. This road is used to gain access to the Franklin City Hall, Franklin Library, Lions Legend Park (and related playground, courts, etc.), and is bordered by the Franklin Fire Department, among access to other residential areas.</p> <p>This area becomes dangerous for pedestrians crossing from Lions Legend Park to the west side of Schlueter Pkwy. It also presents difficulty of access for larger vehicles &amp; equipment, including Department of Public Works (DPW) trucks with trailers that are used to mow the park areas &amp; trim trees, as well as Fire Department vehicles which may need to access the Library, City Hall, Lions Legend Park area, and surrounding neighborhoods to the West and South of the park.</p> <p><b><u>FISCAL NOTE</u></b><br/> There is no impact on the budget. The Department of Public Works can handle the additional signage in the existing operating budget.</p> <p><b><u>RECOMMENDATIONS</u></b><br/> The Department of Public Works recommends the Council modify the Municipal Code section 245-5 D.(4) designating no parking on the west side of Schlueter Pkwy between W. Drexel Avenue and S. Legend Drive to assist with pedestrian safety and vehicle accessibility.</p> <p style="text-align: center;"><b>Council Action Requested</b></p> <p style="text-align: center;">Request Common Council approval to modify the Municipal Code section 245-5 D.(4) designating no parking on the west side of Schlueter Pkwy between W. Drexel Avenue and S. Legend Drive.</p> <p>DPW:KLS/ams</p> |                                                                                                                                                                                      |                                                |

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026 - \_\_\_\_\_

AN ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5 D.(4)  
DESIGNATING NO PARKING ON THE WEST SIDE OF SCHLUETER PKWY FROM W.  
DREXEL AVENUE TO S. LEGEND DRIVE

-----

WHEREAS, the City of Franklin, Wisconsin, (FRANKLIN), has acknowledged that some sections of Franklin roads are not conducive to parking and can prohibit pedestrian and vehicle safety; and

WHEREAS, parking on said sections of Franklin roads can also impair vehicle accessibility for larger vehicles & equipment, including City trucks and emergency vehicles; and

WHEREAS, on August 11<sup>th</sup>, 2026, the Board of Public Works recommended to the Common Council that parking restrictions should be made;

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin do ordain the following:

Section 245-5 D.(4) of the Municipal Code of the City of Franklin is hereby amended to include:

| Name of Street | Sides | Location                                 |
|----------------|-------|------------------------------------------|
| Schlueter Pkwy | West  | From W. Drexel Avenue to S. Legend Drive |

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 \_\_\_\_\_



City of Franklin Property Viewer

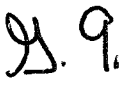


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City of Franklin, WI, SE Wisc Reg Planning Comm.  
Microsoft, Vantor

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| APPROVAL                     | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MTG. DATE<br>8/18/26                                                                                                                |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Reports &<br>Recommendations | <b>Pleasant View Reserve Claims by Veridian Homes. The Common Council may enter closed session pursuant to Wis.Stat. 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</b> | <b>ITEM NO.</b><br><br><br><br><b>Ald Dist 3</b> |

**COUNCIL ACTION REQUESTED**

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

Attorney Remzy D. Bitar LWMMIC; Legal Services Dept.: jw

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|                                          |                                                                                                                                            |                                                       |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>APPROVAL</b>                          | <b>REQUEST FOR COUNCIL ACTION</b>                                                                                                          | <b>MEETING DATE</b><br><br>08/18/2026                 |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>A RESOLUTION TO AWARD THE PLEASANT<br/>VIEW RESERVE REPAIRS PROJECT TO<br/>PAYNE AND DOLAN, INC. IN THE AMOUNT OF<br/>\$464,154.20.</b> | <b>ITEM NUMBER</b><br><br>9.10.<br><b>District #3</b> |

### **BACKGROUND**

The Pleasant View Reserve Subdivision is comprised of three phases; Phase 1 (S. 50<sup>th</sup> St.), Phase 2 (S. 49<sup>th</sup> Ct.), and Phase 2B (S. 50<sup>th</sup> Ct.). Phase 1 construction started in 2021. Phase 2 and Phase 2B construction started soon after. These roadways are still not finished. Homes have been built and residents are waiting for the roadway work to be completed. The developer, Veridian Homes, has been refusing to complete the punch list items due to a disagreement with punch list items that pertain to curb and gutter removal and replacement, including threatening to sue contending breach of the development agreement.

The Engineering Department received authorization to solicit and receive bids at the 7/21/26 Common Council meeting. The bid opening occurred on 8/13/26 and the bid results are below.

### **ANALYSIS**

We received three bids for the Pleasant View Reserve Paving Project listed below:

|                             |                     |
|-----------------------------|---------------------|
| <i>Engineering Estimate</i> | <i>\$600,000.00</i> |
| Payne and Dolan             | \$464,154.20        |
| Wolf Paving                 | \$547,870.00        |
| Poblocki Paving             | \$570,740.00        |

### **OPTIONS**

- A. Award the Pleasant View Reserve Paving Project to Payne and Dolan in the amount of \$464,154.20. Or
- B. Table this item for the 9/1/26 Common Council meeting. Or
- C. Refer back to Staff with further direction.

### **FISCAL NOTE**

This project is included in the 2026 borrowing set to occur later this summer.

### **COUNCIL ACTION REQUESTED**

Authorize Resolution 2026-\_\_\_\_ a resolution to award Pleasant View Reserve Paving Project to Payne and Dolan, Inc. in the amount of \$464,154.20.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- \_\_\_\_\_

A RESOLUTION TO AWARD  
PLEASANT VIEW RESERVE PAVING PROJECT TO  
PAYNE AND DOLAN, INC. IN THE AMOUNT OF \$464,154.20.

-----

WHEREAS, the City of Franklin advertised and solicited bids for the Pleasant View Reserve Paving Project; and

WHEREAS, three bids were received on August 13, 2026, and Payne and Dolan, Inc. was the lowest responsive and responsible bidder; and

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, award the Pleasant View Reserve Paving Project to Payne and Dolan, Inc. in the amount of \$464,154.20.

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 \_\_\_\_\_

Owner: City of Franklin  
Solicitor: Franklin, City of  
08/13/2026 09 30 AM CDT

| Section Title | Line Item                           | Item Description                              | UoM | Payne & Dolan, Inc |            |              | Wolf Paving |              |            | Poblocki Paving Corporation |            |  |
|---------------|-------------------------------------|-----------------------------------------------|-----|--------------------|------------|--------------|-------------|--------------|------------|-----------------------------|------------|--|
|               |                                     |                                               |     | Quantity           | Unit Price | Extension    | Unit Price  | Extension    | Unit Price | Extension                   | Unit Price |  |
| 1-S 50th St.  | 1                                   | Traffic Control                               | LS  | 1                  | \$5,000.00 | \$239,971.00 | \$18,000.00 | \$281,205.00 | \$1,777.00 | \$278,079.00                |            |  |
|               | 2                                   | Excavation Below Subgrade                     | CY  | 50                 | \$85.20    | \$4,260.00   | \$99.00     | \$4,950.00   | \$90.00    | \$4,000.00                  |            |  |
|               | 3                                   | 3-Inch Crushed Limestone T.B.                 | TON | 100                | \$50.20    | \$5,020.00   | \$49.00     | \$4,900.00   | \$46.00    | \$4,600.00                  |            |  |
|               | 4                                   | Remove and Replace Driveway Curb and Gutter   | LF  | 520                | \$79.46    | \$41,319.20  | \$90.00     | \$46,800.00  | \$125.00   | \$65,000.00                 |            |  |
|               | 5                                   | Remove and Replace Vertical Curb and Gutter   | LF  | 80                 | \$79.07    | \$6,325.60   | \$99.25     | \$7,940.00   | \$125.00   | \$10,000.00                 |            |  |
|               | 6                                   | 5" Sidewalk Removal and Replacement           | SY  | 60                 | \$170.83   | \$10,249.80  | \$142.00    | \$8,520.00   | \$265.00   | \$15,900.00                 |            |  |
|               | 7                                   | Remove and Replace Concrete Driveway Approach | SY  | 20                 | \$181.07   | \$3,621.40   | \$156.00    | \$3,120.00   | \$220.00   | \$4,400.00                  |            |  |
|               | 8                                   | Mit 2-Inch                                    | SY  | 2800               | \$4.60     | \$12,880.00  | \$7.00      | \$19,600.00  | \$3.14     | \$8,792.00                  |            |  |
|               | 9                                   | HMA 2.25-Inch (3LT 58-28 S)                   | TON | 375                | \$97.00    | \$36,375.00  | \$121.00    | \$45,375.00  | \$105.00   | \$39,375.00                 |            |  |
|               | 10                                  | HMA 1.75-Inch (4LT 58-28 S)                   | TON | 300                | \$102.00   | \$30,600.00  | \$126.00    | \$37,800.00  | \$112.00   | \$33,600.00                 |            |  |
|               | 11                                  | Sanitary Manhole Reconstruct                  | EA  | 2                  | \$4,500.00 | \$9,000.00   | \$4,500.00  | \$9,000.00   | \$3,630.00 | \$7,260.00                  |            |  |
|               | 12                                  | Water Valve Box Adjustment                    | EA  | 4                  | \$1,500.00 | \$6,000.00   | \$1,500.00  | \$6,000.00   | \$702.00   | \$2,808.00                  |            |  |
|               | 13                                  | Hydrant Extension                             | EA  | 2                  | \$5,500.00 | \$11,000.00  | \$5,500.00  | \$11,000.00  | \$3,980.00 | \$7,960.00                  |            |  |
|               | 14                                  | Water Valve Box Rebuild                       | EA  | 1                  | \$3,500.00 | \$3,500.00   | \$3,500.00  | \$3,500.00   | \$2,288.00 | \$2,288.00                  |            |  |
|               | 15                                  | Interim Inlet Adjustments                     | EA  | 10                 | \$1,650.00 | \$16,500.00  | \$1,650.00  | \$16,500.00  | \$3,233.00 | \$32,330.00                 |            |  |
|               | 16                                  | Remove Debris/Sediments from Inlets           | LS  | 1                  | \$5,000.00 | \$5,000.00   | \$5,000.00  | \$5,000.00   | \$1,500.00 | \$1,500.00                  |            |  |
|               | 17                                  | Storm Manhole Rebuild                         | EA  | 4                  | \$4,000.00 | \$16,000.00  | \$4,000.00  | \$16,000.00  | \$2,650.00 | \$10,600.00                 |            |  |
|               | 18                                  | Grade, Topsoil and Seed                       | SY  | 75                 | \$70.00    | \$5,250.00   | \$35.00     | \$2,625.00   | \$76.00    | \$5,700.00                  |            |  |
|               | 19                                  | Mit Temporary Asphalt Wedges                  | SY  | 630                | \$6.50     | \$4,095.00   | \$5.00      | \$3,150.00   | \$12.00    | \$7,560.00                  |            |  |
|               | 20                                  | Concrete Curb and Gutter at Inlets            | LF  | 100                | \$60.00    | \$6,000.00   | \$99.25     | \$9,925.00   | \$121.00   | \$12,100.00                 |            |  |
|               | 21                                  | Remove Sediment/Debris from Curb and Gutter   | LS  | 1                  | \$1,975.00 | \$1,975.00   | \$1,500.00  | \$1,500.00   | \$529.00   | \$529.00                    |            |  |
| 2-S 50th Ct   |                                     |                                               |     |                    |            | \$101,631.45 |             | \$127,425.00 |            | \$136,392.00                |            |  |
|               | 22                                  | Traffic Control                               | LS  | 1                  | \$4,700.00 | \$4,700.00   | \$3,500.00  | \$3,500.00   | \$1,764.00 | \$1,764.00                  |            |  |
|               | 23                                  | Excavation Below Subgrade                     | CY  | 5                  | \$85.20    | \$426.00     | \$500.00    | \$2,500.00   | \$400.00   | \$2,000.00                  |            |  |
|               | 24                                  | 3-Inch Crushed Limestone T.B                  | TON | 10                 | \$50.20    | \$502.00     | \$220.00    | \$2,200.00   | \$115.00   | \$1,150.00                  |            |  |
|               | 25                                  | Remove and Replace Driveway Curb and Gutter   | LF  | 325                | \$79.46    | \$25,824.50  | \$108.00    | \$35,100.00  | \$125.00   | \$40,625.00                 |            |  |
|               | 26                                  | Remove and Replace Vertical Curb and Gutter   | LF  | 165                | \$79.07    | \$13,046.55  | \$125.00    | \$20,625.00  | \$125.00   | \$20,625.00                 |            |  |
|               | 27                                  | Remove and Replace 7-Inch Concrete Curb Ramp  | SY  | 40                 | \$180.86   | \$7,234.40   | \$156.00    | \$6,240.00   | \$178.00   | \$7,120.00                  |            |  |
|               | 28                                  | HMA Binder Replacement 4-Inch (3 LT 58-28 S)  | TON | 2                  | \$800.00   | \$1,600.00   | \$1,850.00  | \$3,700.00   | \$1,424.00 | \$1,424.00                  |            |  |
|               | 29                                  | HMA 2-Inch (4 LT 58-28 S)                     | TON | 175                | \$102.00   | \$17,850.00  | \$135.00    | \$23,625.00  | \$137.00   | \$23,975.00                 |            |  |
|               | 30                                  | Curb Ramp Detectable Warning Field Yellow     | SF  | 28                 | \$45.00    | \$1,260.00   | \$50.00     | \$1,400.00   | \$36.00    | \$1,008.00                  |            |  |
|               | 31                                  | 5" Sidewalk Removal and Replacement           | SY  | 20                 | \$170.83   | \$3,416.60   | \$142.00    | \$2,840.00   | \$265.00   | \$5,300.00                  |            |  |
|               | 32                                  | Remove and Replace Concrete Driveway Approach | SY  | 20                 | \$181.07   | \$3,621.40   | \$156.00    | \$3,120.00   | \$220.00   | \$4,400.00                  |            |  |
|               | 33                                  | Water Valve Box Adjustment                    | EA  | 1                  | \$1,500.00 | \$1,500.00   | \$1,500.00  | \$1,500.00   | \$702.00   | \$702.00                    |            |  |
|               | 34                                  | Interim Inlet Adjustments                     | EA  | 2                  | \$1,650.00 | \$3,300.00   | \$1,650.00  | \$3,300.00   | \$3,233.00 | \$6,466.00                  |            |  |
| 35            | Remove Debris/Sediments from Inlets | LS                                            | 1   | \$1,000.00         | \$1,000.00 | \$1,000.00   | \$1,000.00  | \$1,500.00   | \$1,500.00 |                             |            |  |



| APPROVAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | REQUEST FOR<br>COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | MEETING<br>DATE<br>August 18, 2026 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| REPORTS AND<br>RECOMMENDATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility. 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 Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, 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<br><br>95. 11.         |
| <p>Existing cell towers communications facilities providers lease agreements for use of City and Franklin Water Utility properties in the City are at or approaching expirations terms, allowing for renewals or other forms of extensions thereof.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, 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.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |

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| <b>APPROVAL</b>                 | <b>REVISED REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE<br/>08/18/2026</b> |
| <b>LICENSES AND<br/>PERMITS</b> | <b>MISCELLANEOUS LICENSES</b>                 | <b>ITEM/NUMBER<br/>H.</b>          |

See attached License Committee Meeting Minutes from the License Committee Meeting of August 18<sup>th</sup>, 2026.

### **COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of August 18<sup>th</sup>, 2026.



414-425-7500

**License Committee Agenda  
Franklin City Hall Aldermen's Room  
9229 West Loomis Road, Franklin, WI  
August 18, 2026 – 5:30 p.m.**

|                                                                                              |                                                                                                                                                                             |                        |             |             |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------|-------------|
| <b>1.</b>                                                                                    | <b>Call to Order &amp; Roll Call</b>                                                                                                                                        | <b>Time:</b>           |             |             |
| <b>2.</b>                                                                                    | <b>Applicant Interviews &amp; Decisions</b>                                                                                                                                 |                        |             |             |
|                                                                                              |                                                                                                                                                                             | <b>Recommendations</b> |             |             |
| <b>Type/ Time</b>                                                                            | <b>Applicant Information</b>                                                                                                                                                | <b>Approve</b>         | <b>Hold</b> | <b>Deny</b> |
| <b>Class B Combination Entertainment &amp; Amusement<br/>2026-2027<br/>New<br/>5:35 p.m.</b> | <b>Mulligan's Irish Pub &amp; Grill LLC</b><br>DBA Mulligan's Irish Pub & Grill<br>Brian Francis, Agent<br>8933 S 27th St                                                   |                        |             |             |
| <b>Extraordinary Entertainment &amp; Special Event<br/>5:45 p.m.</b>                         | <b>Rawson Pub LLC – 40<sup>th</sup> Bar Anniversary 2026</b><br>Person in Charge: Steve Schweitzer<br>Location: 5621 W Rawson Ave<br>Date: 9/12/26                          |                        |             |             |
| <b>Operator<br/>2026-2027<br/>New</b>                                                        | <b>Alan Fay</b><br><b>Franklin Lions Club</b>                                                                                                                               |                        |             |             |
| <b>Operator<br/>2026-2027<br/>New</b>                                                        | <b>Chloe Veenstra</b><br><b>Point After Pub &amp; Grille</b>                                                                                                                |                        |             |             |
| <b>Temporary Class "B" Beer</b>                                                              | <b>Franklin Lions Club:</b><br><b>St. Martin's Labor Day Fair</b><br>Person in Charge: Jeffrey Terp<br>Location: 11241 W St Martins Rd<br>Dates of Event: 9/6/26 and 9/7/26 |                        |             |             |
| <b>3.</b>                                                                                    | <b>Adjournment</b>                                                                                                                                                          | <b>Time:</b>           |             |             |

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



|                 |                                       |                                   |
|-----------------|---------------------------------------|-----------------------------------|
| <b>APPROVAL</b> | <b>REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE<br/>8/18/2026</b> |
| <b>Bills</b>    | <b>Vouchers and Payroll Approval</b>  | <b>ITEM NUMBER<br/>I</b>          |

Attached are vouchers dated July 31, 2026 through August 13, 2026 Nos. 207970 through Nos. 207147 in the amount of \$ 1,070,759.20. Also included in this listing are EFT Nos. 6601 through EFT Nos. 6614, Tourism vouchers totaling \$ 32,500.00 and Water Utility vouchers totaling \$ 62,006.27.

Early release disbursements dated July 31, 2026 through August 12, 2026 in the amount of \$ 484,218.26 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated August 7, 2026 is \$ 472,936.68, previously estimated at \$ 484,000. Payroll deductions dated August 7, 2026 are \$ 269,771.85, previously estimated at \$ 278,000.

The estimated payroll for August 21, 2026 is \$ 502,000 with estimated deductions and matching payments of \$ 578,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of August 13, 2026 in the amount of \$ 1,070,759.20
- Payroll dated August 7, 2026 in the amount of \$ 472,936.68 and payments of the various payroll deductions in the amount of \$ 269,771.85 plus City matching payments and
- Estimated payroll dated August 21, 2026 in the amount of \$ 502,000 and payments of the various payroll deductions in the amount of \$ 578,000, plus City matching payments.

### **ROLL CALL VOTE NEEDED**