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

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
TUESDAY FEBRUARY 3, 2026 AT 6:30 P.M.

A. Call to Order, Roll Call and Pledge of Allegiance.

B. Citizen Comment Period.

C. Approval of Minutes: Regular Common Council Meeting of January 20, 2026.

D. Hearings.

E. Organizational.

F. Letters.

G. Reports and Recommendations:
1. A Resolution Authorizing the City to Execute Amendment 12 to Task Order No. 5 with Ruekert & Mielke, Inc. for the Redesign of Elm Road Improvements.
2. A Resolution Authorizing the City of Franklin to Enter into an Agreement with Milwaukee County Department of Transportation for Sidewalk and Utility Adjustment on South 76th Street from West Ryan Road to West Park Circle Way.
3. West Drexel Avenue (S. Bridge View Dr. to S. Northwestern Mutual Way) Road Reconstruction Project.
4. Petition to Vacate High View Drive re: Access to Franklin High School Property.
5. A Resolution to Amend Resolution No. 2024-8217, a Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Sixteen Unit Supportive Housing Development, Resident Community Center, and Community Hub Facility, Upon Property Located at 0 S. 31st Street (now 7347 S. 31st Street), TKN 761-9992-002 (by Amy Hansel, Communities of Crocus, Applicant, Communities of Crocus, Property Owner).
6. Professional Services Agreement with MCPR Marketing LLC Technical Contract Correction (Remove Insurance Provision).
7. Unlicensed Use of City of Franklin Trademark Logo.
8. A Resolution Authorizing Certain Officials to Execute a Service Sanitation Portable Restroom Facilities Agreement for the 2026 and 2027 St. Martins Fair with Service Sanitation of Wisconsin, Inc.

H. Licenses and Permits: License Committee Meeting of February 3, 2026.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

February 5	Plan Commission	6:00 p.m.
February 17	Spring Primary Election	7:00 a.m.-8:00 p.m.
February 18	Common Council	6:30 p.m.
February 19	Plan Commission	6:00 p.m.
March 3	Common Council	6:30 p.m.
March 5	Plan Commission	6:00 p.m.
March 17	Common Council	6:30 p.m.
March 19	Plan Commission	6:00 p.m.
April 7	Spring Election	7:00 a.m.-8:00 p.m.

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 20, 2026
MINUTES

ROLL CALL	A.	The regular meeting of the Franklin Common Council was held on January 20, 2026, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Salous, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.
CITIZEN COMMENT	B.	Citizen comment period was opened at 6:32 p.m. and was closed at 6:45 p.m.
MINUTES JANUARY 6, 2026	C.	Alderman Hasan moved to approve the minutes of the Common Council meeting of January 6, 2026, as presented. Seconded by Alderman Craig. All voted Aye; motion carried.
CONSENT AGENDA	G.1.	Alderwoman Eichmann moved to approve the following consent agenda items:
	G.1.(a)	Authorize the acceptance, execution and delivery of the 2026 Division of Public Health Consolidated Contract Grants for the Franklin Health Department; and
	G.1.(b)	Approve the partial street closures of S. Legend Drive and Schlueter Pkwy on Saturday June 6, 2026 from 6 a.m. until 3 p.m. in conjunction with the City of Franklin Health Department Bike Rodeo pending the approval of the Temporary Entertainment and Amusement License from January 20, 2026 Licensing Committee Meeting; and
	G.1.(c)	Receive and place the New Housing Fee Report for 2025 on file. Approval of the above consent agenda items was seconded by Alderman Hasan. All voted Aye; motion carried.
RES. NO. 2026-8420 SPECIAL ASSESSMENT WATER MAIN - S LOVERS LANE RD, W SAINT MARTINS RD, W DREXEL AVE	G.2.	Alderwoman Day moved to adopt Resolution No. 2026-8420, A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE MUNICIPAL CODE AND SECTION 66.0701 OF THE STATE STATUTES FOR INSTALLATION OF A WATER MAIN ON SOUTH LOVERS LANE ROAD FROM A POINT 1,900 FEET NORTH OF WEST SAINT MARTINS ROAD TO A POINT 1,500 FEET SOUTH OF WEST DREXEL AVENUE (CONTRACT A) AND SETTING THE PUBLIC HEARING DATE FOR FEBRUARY 18, 2026, AT 6:30 P.M. Seconded by Alderman Salous. On roll call, Alderman Peccarelli, Alderman Hasan, Alderwoman Day, Alderman Salous and Alderman Craig voted Aye; Alderwoman Eichmann abstained. Motion carried.

PROPOSAL TO RENAME ERNIE LAKE PARK	G.12.	Alderman Craig moved to preliminarily approve the renaming of Ernie Lake Park to 'Tony Megna Park, home of Lake Ernie,' and to direct staff to undertake the noticing and public comment procedure required by Resolution 2010-6634, moved to act on the above item as the Common Council deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
RES. NO. 2026-8421 SPECIAL ASSESSMENT WATER MAIN – SAINT MARTINS ROAD (CONTRACT C)	G.3.	Alderman Hasan moved to adopt Resolution No. 2026-8421, A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE MUNICIPAL CODE AND SECTION 66.0701 OF THE STATE STATUTES FOR INSTALLATION OF A WATER MAIN ON SOUTH LOVERS LANE ROAD FROM WEST SAINT MARTINS ROAD TO A POINT 1,900 FEET NORTH OF WEST SAINT MARTINS ROAD (CONTRACT C) AND SETTING THE PUBLIC HEARING DATE FOR FEBRUARY 18, 2026, AT 6:30 P.M. Seconded by Alderwoman Day. On roll call, Alderman Peccarelli, Alderman Hasan, Alderwoman Day, Alderman Salous and Alderman Craig voted Aye; Alderwoman Eichmann abstained. Motion carried.
RES. NO. 2026-8422 BOUNDARY EXHIBIT CONTRACT – RUEKERT & MIELKE, INC.	G.4.	Alderwoman Eichmann moved to adopt Resolution No. 2026-8422, A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH RUEKERT & MIELKE, INC. TO PROVIDE A BOUNDARY EXHIBIT FOR TKN 982-9999-000 FOR A DO NOT EXCEED FEE OF $7,400.00, subject to changes by the City Attorney and Engineer to the Resolution. Seconded by Alderman Hasan. All voted Aye; motion carried.
RES. NO. 2026-8423 MILWAUKEE METROPOLITAN SEWERAGE AGREEMENT	G.5.	Alderwoman Eichmann moved to adopt Resolution No. 2026-8423, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A MILWAUKEE METROPOLITAN SEWERAGE DISTRICT AND CITY OF FRANKLIN AGREEMENT FOR OAK CREEK SOUTHWEST METROPOLITAN INTERCEPTOR SEWER. Seconded by Alderwoman Day. All voted Aye; motion carried.
RES. NO. 2026-8424 DEVELOPMENT AGREEMENT WITH FRANKLIN SCHOOL DISTRICT	G.6.	Alderman Hasan moved to adopt Resolution No. 2026-8424, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE FRANKLIN SCHOOL DISTRICT AND FRANKLIN HIGH SCHOOL, LOCATED AT 8222 S. 51ST STREET (TKN 807-9999-001). Seconded by Alderwoman Eichmann. On roll call,

Alderman Craig, Alderman Salous, Alderman Hasan, Alderwoman Eichmann, Alderman Peccarelli voted Aye; Alderwoman Day abstained. Motion carried.

FRANKLIN SENIOR CITIZENS, INC. PROGRAM 2025 YEAR-END UPDATE	G.7.	Place on file, information only.
FRANKLIN SENIOR CITIZENS TRAVEL PROGRAM FUNDS REQUEST	G.9.	Alderman Hasan moved to receive and file the attached 2025 year-end report for the Franklin Senior Citizens Travel Program and to carryforward $2,133.40 of unused 2025 appropriations for the senior citizen travel account. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
ORD. NO. 2026-2719 AMEND ORD. NO. 2025-2712 FOR THE SENIOR CITIZEN TRAVEL ACCOUNT	G.8.	Alderwoman Eichmann moved to adopt Ordinance No. 2026-2719, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO CARRYFORWARD $2,133.40 OF UNUSED 2025 APPROPRIATIONS FOR THE SENIOR CITIZEN TRAVEL ACCOUNT. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
UPDATE ON MOLD REMEDIATION PROJECT AT FIRE STATION #1	G.10.	Alderwoman Eichmann moved to accept the report and place on file. Seconded by Alderman Hasan. All voted Aye; motion carried.
FIRE STATION FACILITY REVIEW	G.11.	Alderwoman Eichmann moved to authorize the Fire Department to solicit Statements of Qualifications for a fire station facility review and space needs analysis. Seconded by Alderman Peccarelli. All voted Aye; motion carried.
PROFESSIONAL SERVICES AGREEMENT WITH MCPR MARKETING LLC	G.13.	Alderwoman Day moved to approve the Professional Services Agreement between the City of Franklin and MCPR Marketing LLC (Mary Christine) for 2026 communications services including review by the Franklin Technology Commission of formal communications plan (Attachment A), in an amount not-to-exceed $25,000, and authorize the Mayor, City Clerk, and Director of Finance/Treasurer to execute the agreement, approved as to form by the City Attorney. Plus, with additions/changes by the Director of Administration with the blank lines in the City standard form. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ORD. NO. 2026-2720 AMEND ORDINANCE 2025-2712 FOR A PUBLIC RELATIONS CONTRACT

G.14. Alderwoman Eichmann moved to adopt Ordinance No. 2026-2720, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER $25,000 OF CONTINGENCY APPROPRIATIONS TO ADMINISTRATION PROFESSIONAL SERVICES FOR A PUBLIC RELATIONS CONTRACT. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 8:32 p.m.
Mayor Nelson reconvened at 8:40 p.m.

CLOSED SESSION

G.15. Alderwoman Eichmann moved to enter closed session at 8:45 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman;* Milwaukee County Circuit Court Case No. 24-CV-7479 litigation and/or possible litigation related to the 2024 shortfall payment under the TID 5 Development Agreement, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Salous all voted Aye; Alderman Craig voted No. Motion carried.

Upon reentering open session at 8:54 p.m., Alderwoman Eichmann moved to accept the $22,000 settlement proposal with direction to Stafford Rosenbaum to effectuate the settlement and dismissal of the lawsuit upon payment. Seconded by Alderman Hasan. On roll call, all vote Aye. Motion carried.

MISCELLANEOUS LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of January 20, 2026:

Grant New 2025-26 Operator License to Jazzmine Morin-Muthig with a letter;
Grant New 2025-26 Operator License to Amanda Brown & Rebekah Simmons;
Hold 2025-26 New Operator License for Appearance to Eliza Lara;
Grant Temporary Entertainment & Amusement to Franklin Health Department, 2026 Franklin Bike Rodeo, 9229 W Loomis Rd, 06/06/26, 7:30 AM-1:00 PM, & Franklin Health Department, Ellen Henry, Trunk or Treat, Public Library, 9151 W Loomis Rd, 10/22/26, 12:00 PM-9:00 PM;

Grant Name Change in Premise Description and Doing Business as for Licensed Alcohol Premise to ROC Ventures LLC, Blend to D'Vine Coffee & Wine, Tom Johns, 7044 S Ballpark Dr 102;
Grant Temporary Class "B" Beer License to Franklin Noon Lions Club – Independence Celebration & St. Martin's Fair, William Tietjen, 9229 W Loomis Rd & St. Martin's Rd, 7/2 - 7/4/26 & 9/6 - 9/7/26; and

Grant Alcohol Beverage License Transfer Place-To-Place to Nerankar LLC, Liquor Beer & Wine, Vinder Kumar, 6550 S Lovers Lane Rd.

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

VOUCHERS AND PAYROLL

I. Alderman Hasan moved to approve City vouchers with an ending date of January 15, 2026 in the amount of $2,771,813.65, and payroll dated January 9, 2026 in the amount of $495,916.58 and payments of the various payroll deductions in the amount of $266,989.99 plus City matching payments, and estimated payroll dated January 23, 2026 in the amount of $594,000 and payments of the various payroll deductions in the amount of $608,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 8:57 p.m. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/03/2026
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AMENDMENT 12 TO TASK ORDER NO. 5 WITH RUEKERT & MIELKE, INC. FOR THE REDESIGN OF ELM ROAD IMPROVEMENTS	ITEM NUMBER G.1.

BACKGROUND

TID #8, formerly known as TID #4, was formed in June of 2005. The area includes the business park located roughly between W. Oakwood and W. South County Line Roads and S. 27th St. and S. 42nd Streets.

From 2014-2017 the City contracted Ruekert and Mielke to develop a concept plan layout as well as develop sanitary sewer service options for this area. In 2018, the preliminary design of Elm Road Improvements started. As part of the project, right-of-way acquisitions were required for a few properties adjacent to Elm Road. Private utility relocation coordination was also in plan due to the large utility poles within the Elm Road corridor.

During this process, the City received interest in potential development on Hickory Street. Therefore, Hickory Street became a large priority for construction. The design for Hickory Street public utilities and temporary sewage pumping station started in 2019. Ruekert and Mielke completed a feasibility study for the storm water management which included options such as property acquisition, Milwaukee County park land, or on-site bioretention storm water management. The City ultimately decided on-site bioretention and Hickory Street was constructed from 2020-2023.

In 2023, MMSD issued an RFP for design of S. 27th St. MIS extension. This project would extend sanitary sewer to County Line Road on S. 27th St. The City also received a concept plan for Likewise Partners Development which would be located south of Elm Road, and north of South County Line Road. Ruekert and Mielke developed gravity relief sewer alternatives for TID #8.

The City has coordinated with MMSD to include TID #8 flow allocation in the MIS extension project. The MIS extension project was recently bid out and is scheduled to begin construction this Spring. MMSD has a deadline for Franklin sewer connection for the proposed Likewise Development of 7/26/27. Therefore, the City of Franklin needs to have their sewer construction completed prior to that date in order to connect into the MIS sewer while the roadway is still opened up.

The City of Franklin also applied for a Green Solutions grant through MMSD to fund the bio-retention ponds that will be adjacent to Elm Road, similar to what was done on Hickory St. The Green Solutions funding is up to $1,241,437.00. We have asked MMSD to extend the timeline for the construction completion by 1 year, making the new completion date 12/31/2028.

ANALYSIS

In order for the City of Franklin to meet that deadline, the following next steps need to happen:

- Ruekert and Mielke have provided Amendment 12 to Task Order No. 5 for the redesign the Elm Road Improvements. The proposed amendment from R&M for the redesign, utility coordination and bidding of Elm Road Improvements is estimated to be approx. $355,450.00. Breakdown of R&M's scope below. Redesign services need to start February 2026 and be completed by July 2026.

1. Survey: $18,900
2. Utility coordination through relocations: $33,450
3. Storm water management design and reporting: $42,450
4. Revise designs for pavement and public utilities and preparation of the construction drawings (approximately 114 sheets): $178,500

5. Preparation of the bidding requirements and technical specifications (project manual/construction contract): $18,400
6. Preparation of project quantities and cost estimates: $5,050
7. General services, attendance at meetings and coordination with third parties (other than private utilities): $18,450
8. Environmental resource services and preparation of permit and approvals applications: $28,400
9. Bidding: $11,850

- Bid opening in late 2026 or early 2027.
- Private utility relocations to be made by Spring 2027.
- Construction of Phase 1 (utility installation) of the Elm Road Improvements to occur in 2027.
- Construction of Phase 2 (roadway construction) of the Elm Road Improvements to occur in 2028.

As shown above, this is a 3-year construction schedule project, therefore, the earlier we begin the better for future development in TID 8.

The most current total construction estimate for Elm Road Improvements in 2026 dollars is $9,327,297.42.

Task Order No. 5's original contract amount was for $1,201,850.00, there have been 11 previous amendments to this task order totaling the amount of $927,819.00. The proposed Amendment 12 is for $355,450.00 which would bring the total adjusted amount of Task Order No. 5 to $2,485,119.00.

FISCAL NOTE

This item went to the finance committee meeting on January 27th, 2026 for further review and consideration of the project funding.

STAFF RECOMMENDATION

Adopt Resolution 2026-_____ a Resolution authorizing the City to Execute Amendment 12 to Task Order No. 5 with Ruekert & Mielke, Inc. for the Redesign of Elm Road Improvements at the proposed fee of $355,450.

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

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AMENDMENT 12 TO TASK ORDER NO. 5 WITH RUEKERT & MIELKE, INC. FOR THE REDESIGN OF ELM ROAD IMPROVEMENTS

WHEREAS, Ruekert and Mielke has been developing a preliminary design of Elm Road Improvements since 2018 in addition to developing a concept plan layout as well as develop sanitary sewer service options for the business park located roughly between W. Oakwood and W. South County Line Roads and S. 27th St. and S. 42nd Streets; and

WHEREAS the City received a concept plan for Likewise Partners Development which would be located south of Elm Road, and north of South County Line Road which resulted in Ruekert and Mielke developing a gravity relief sewer alternatives for TID #8,; and

WHEREAS, MMSD has moved forward with their plans for the S. 27th St. MIS extension project which would extend sanitary sewer to County Line Road on S. 27th St, which would require the City of Franklin to have their sewer connection completed prior to the MIS project being completed; and

WHEREAS, Ruekert and Mielke has proposed Amendment 12 to Task Order No. 5 for the Elm Road Improvement plans for a fee of $355,450.00 to begin their redesign services to account for this updated sanitary connection with a proposed timeline to have this redesign be completed by July 2026 and for construction to begin in 2027 for the proposed utilities to align with MMSD's MIS schedule.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, execute Amendment 12 to Task Order No. 5 for professional services with Ruekert & Mielke, Inc. to redesign Elm Road Improvements for a fee of $355,450.00.

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 _____

CONCEPTUAL PRELIMINARY ESTIMATED COST ESTIMATE			
Project Name: Franklin Corporate Park - Preliminary Cost Estimates for Remaining Public Improvements			
Client Name: City of Franklin			
Project # 58-10013.208		**Date Modified:**	1/9/2026
Item No.	**Description**		**Total Price**
W. Elm Road Improvements			
1	General		$ 47,200.00
2	Erosion Control		$ 54,087.00
3	Sanitary Sewer Extension		$ 808,745.00
4	Water Main Extension		$ 919,535.00
5	Storm Sewer Collection, Bypass, Outfall and Bioretention/Underground Storm Water Management Systems		$ 1,835,000.00
6	Temporary Pavement Replacement for Staged Construction Over Two Years		$ 342,200.00
7	Pavement Improvements and Street Lighting (2 Lanes with Boulevard at S. 27th Street Intersection)		$ 2,073,754.50
8	Restoration		$ 88,326.00
	Subtotal Construction (2025 Dollars) =		$ 6,168,847.50
	Subtotal Construction (2026 Dollars) =		$ 6,477,289.88
	Contingency (20%) =		$ 1,295,457.98
	Engineering (20%) =		$ 1,554,549.57
	Estimated Total Project Cost (2026 Dollars) =		$ 9,327,297.42

CONCEPTUAL PRELIMINARY ESTIMATED COST ESTIMATE

Project Name: Franklin Corporate Park

Client Name: City of Franklin

Project # 58-10013.208 — Date Modified: 1/9/2026

Item No.	Description	Unit	Quantity	Unit Price	Total	Item Notes
	Elm Road Improvements with Bioretention Storm Water Management					Chicago
						ENR CCI in August 2023 = 19,894 00
1	Mobilization	L.S	1	$ 5,000 00	$ 5,000 00	ENR CCI in September 2025 = 20,105.48
2	Traffic Control	L.S	1	$ 12,250 00	$ 12,250 00	Factor = 1 06
3	Clearing, Grubbing and Tree Removal	L.S	1	$ 25,000 00	$ 25,000 00	
4	Full Depth Pavement Saw Cutting	L.F	1,650	$ 3 00	$ 4,950 00	
5	Barrier Fence	L.F.	6,935	$ 3.00	$ 20,805 00	
6	Silt Fence	L.F.	2,590	$ 3 00	$ 7,770 00	
7	Temporary Seed and Mulch (If Required)	S.Y	3,680	$ 2 00	$ 7,360 00	25% of disturbed area
8	Tracking Pad	S.F.	1,750	$ 5 00	$ 8,750 00	
9	Manufactured Ditch Check (Erosion Logs)	L.F	550	$ 6 00	$ 3,300 00	
10	Inlet Protection, Type B	Ea.	34	$ 58 00	$ 1,972 00	
11	Inlet Protection, Type C	Ea.	34	$ 70.00	$ 2,380 00	
12	Erosion Mat, Class 2, Type B (If Required)	S Y	500	$ 3.50	$ 1,750 00	Ditches / Swales (500 LF at 10' Wide)
13	Excavation Below Subgrade with Backfill - Pipelines	C.Y.	57	$ 85 00	$ 4,845 00	10% of Sanitary Sewer at 6' Wide x 12" Deep
14	Sanitary Sewer, 8-Inch SDR 35 PVC Pipe w/Granular Backfill	L.F	1,163	$ 200 00	$ 232,600.00	
15	Sanitary Sewer, 12-Inch SDR 35 PVC Pipe w/Granular Backfill	L.F.	1,050	$ 250.00	$ 262,500 00	
16	Sanitary Sewer, 12-Inch Pressure Rated C-900 DR18 PVC Pipe w/Granular Backfill	L.F	360	$ 450 00	$ 162,000 00	
17	Sanitary Manhole, 48-Inch	V.F	126	$ 450.00	$ 56,700 00	
18	Internal/External Sanitary Manhole Chimney Seal	Ea.	8	$ 550 00	$ 4,400 00	
19	Sanitary Lateral, 6-Inch SDR 35 PVC Pipe w/Granular Backfill	L.F.	455	$ 140.00	$ 63,700 00	
20	Sanitary Lateral, 6-Inch Pressure Rated C-900 DR18 PVC Pipe w/ Granular Backfill	L.F.	55	$ 250.00	$ 13,750.00	
21	Sanitary Lateral, 8-Inch SDR 35 PVC Pipe w/Granular Backfill	L.F	55	$ 150 00	$ 8,250 00	
22	Water Main, 8-Inch w/Granular Backfill	L.F.	95	$ 120 00	$ 11,400.00	
23	Water Main, 12-Inch w/Granular Backfill	L.F.	2,615	$ 250 00	$ 653,750 00	
24	Water Main, 16-Inch w/Granular Backfill	L.F.	0	$ 350 00	$ -	Included with 27th Street Utility Extensions
25	Hydrant Lead, 6-Inch w/Granular Backfill	L.F.	275	$ 120.00	$ 33,000 00	
26	Relocate Existing Hydrant Assembly	Ea.	1	$ 3,500 00	$ 3,500 00	
27	Hydrant Assembly	Ea	11	$ 7,000 00	$ 77,000 00	Max 300' Spacing
28	Hydrant Extensions, 6-Inch	Ea.	1	$ 325.00	$ 325.00	
29	Hydrant Extensions, 48-Inch	Ea.	2	$ 1,800 00	$ 3,600.00	
30	Water Main Valve, 8-Inch Gate	Ea	2	$ 3,000 00	$ 6,000 00	
31	Water Main Valve, 12-Inch Gate	Ea	4	$ 4,000.00	$ 16,000.00	Max 800' Spacing
32	Water Main Valve, 16-Inch Butterfly	Ea.	0	$ 5,000 00	$ -	Included with 27th Street Utility Extensions
33	Water Service, 1-1/4 Inch w/Granular Backfill (If Required)	L.F.	75	$ 90 00	$ 6,750 00	
34	1-1/4 Inch Tap, Saddle and Corporation Valve (If Required)	Ea	1	$ 425 00	$ 425 00	
35	1-1/4 Inch Curb Valve and Valve Box (If Required)	Ea.	1	$ 650.00	$ 650.00	
36	Water Service, 2-Inch w/Grnular Backfill (If Required)	L.F.	75	$ 105 00	$ 7,875 00	
37	2-Inch Tap, Saddle and Corporation Valve (If Required)	Ea.	1	$ 560 00	$ 560.00	
38	2-Inch Curb Valve and Valve Box (If Required)	Ea.	1	$ 750 00	$ 750 00	
39	Water Service, 6-Inch w/Granular Backfill	L.F.	530	$ 120 00	$ 63,600 00	
40	Water Service Valve, 6-Inch	Ea.	9	$ 2,500.00	$ 22,500.00	
41	Water Service, 8-Inch w/Granular Backfill	L.F.	45	$ 120.00	$ 5,400 00	
42	Water Service Valve, 8-Inch	Ea.	1	$ 3,000 00	$ 3,000 00	
43	Pipe Insulation	L.F.	230	$ 15 00	$ 3,450 00	
44	Storm Sewer System and Bioretention Storm Water Management Facilities	L.S	1	$ 950,000 00	$ 950,000.00	Storm Water Management Within Elm Road ROW
45	Underground Stormwater Storage System at S 27th Street	L.S.	1	$ 275,000 00	$ 275,000.00	
46	Bypass Storm Sewer System for Offsite Stormwater Runoff	L.S	1	$ 425,000 00	$ 425,000.00	
47	Outfall Storm Sewer System Along Hickory Street	L.S	1	$ 185,000.00	$ 185,000 00	
48	10" Temporary Road Stone Base Replacement	Ton	8,865	$ 20 00	$ 177,300 00	
49	4" Asphaltic Temporary Pavement Replacement	Ton	1,649	$ 100.00	$ 164,900 00	
50	Construct 2-Lane Segment Pavement to Subgrade	L.S	1	$ 307,000.00	$ 307,000.00	~ 2,280 Linear Feet of 2-Lane Roadway
51	Excavation Below Subgrade (If Required)	C.Y.	697	$ 30 00	$ 20,910 00	15% of Roadway and Pathway Base Area at 12" Deep
52	Geogrid (If Required)	S Y.	2,092	$ 5.00	$ 10,460 00	15% of Roadway and Pathway Base Area
53	Excavation Below Subgrade Backfill (If Required)	Ton	1,395	$ 25.00	$ 34,875 00	15% of Roadway and Pathway Base Area
54	Crushed Aggregate Base Course, 10-Inch	Ton	9,451	$ 25 00	$ 236,275.00	
55	Elm Road Concrete Curb and Gutter, 30-Inch	L.F	4,564	$ 35 00	$ 159,740.00	
56	Driveway Concrete Curb and Gutter, 30-Inch	L.F	1,108	$ 35 00	$ 38,780.00	
57	Asphaltic Concrete Binder Course, 3-Inch	Ton	1,802	$ 90.00	$ 162,180.00	36' Wide
58	Asphaltic Concrete Intermediate Course, 3-Inch	Ton	1,720	$ 90 00	$ 154,800 00	36' Wide
59	Asphaltic Concrete Surface Course, 2-Inch	Ton	1,147	$ 105 00	$ 120,435 00	36' Wide
60	Asphaltic Driveway Replacement, 4-Inch Binder Course	Ton	439	$ 100 00	$ 43,900 00	
61	Asphaltic Driveway Replacement, 2-Inch Surface Course	Ton	209	$ 120.00	$ 25,080 00	
62	8" Crushed Aggregate Base Course (Pathway)	Ton	1,428	$ 25 00	$ 35,700 00	11' Wide
63	Asphaltic Pedestrian Pathway, 3-Inch Surface Course	Ton	364	$ 120 00	$ 43,680.00	10' Wide
64	Concrete Pedestrian Ramp, 6-Inch	S.F.	2,100	$ 6.50	$ 13,650.00	
65	Detectable Warning Fields	S.F.	140	$ 50 00	$ 7,000 00	
66	Street Lighting System	L.S	1	$ 325,000 00	$ 325,000.00	
67	Pavement Marking, Cross Walk, 6-Inch, White	L.F	96	$ 2 00	$ 192.00	
68	Pavement Marking, Stop Line, 18-Inch, White	L.F.	23	$ 3 00	$ 69.00	
69	Construct Intersection Boulevard Segment Pavement to Subgrade	L.S	1	$ 37,000.00	$ 37,000.00	Boulevard Segment at Intersection of S. 27th Street
70	Excavation Below Subgrade (If Required)	C.Y.	167	$ 32.00	$ 5,344.00	15% of Roadway and Pathway Base Area at 12" Deep

CONCEPTUAL PRELIMINARY ESTIMATED COST ESTIMATE

Project Name: Franklin Corporate Park

Client Name: City of Franklin

Project # 58-10013.208

Date Modified: 1/9/2026

Item No.	Description	Unit	Quantity	Unit Price	Total	Item Notes
	Elm Road Improvements with Bioretention Storm Water Management					Chicago
						ENR CCI in August 2023 = 19,894 00
71	Geogrid (If Required)	S Y	500	$ 6.50	$ 3,250.00	15% of Roadway and Pathway Base Area
72	Excavation Below Subgrade Backfill (If Required)	Ton	333	$ 25 00	$ 8,325 00	15% of Roadway and Pathway Base Area
73	Crushed Aggregate Base Course, 10-Inch	Ton	2,680	$ 20 00	$ 53,600 00	
74	Elm Road Concrete Curb and Gutter, 30-Inch	L.F.	1,026	$ 35.00	$ 35,910 00	
75	Driveway Concrete Curb and Gutter, 30-Inch	L.F	172	$ 35 00	$ 6,020 00	
76	Concrete Curb, 36-Inch, 6-Inch Sloped Type D	L.F	193	$ 38 00	$ 7,334 00	
77	Concrete Median Sloped Nose	Ea.	2	$ 610 00	$ 1,220 00	
78	Concrete Island Nose	Ea.	1	$ 425 00	$ 425 00	
79	Asphaltic Concrete Binder Course, 3-Inch	Ton	538	$ 90 00	$ 48,420.00	
80	Asphaltic Concrete Intermediate Course, 3-Inch	Ton	513	$ 90.00	$ 46,170.00	
81	Asphaltic Concrete Surface Course, 2-Inch	Ton	342	$ 105 00	$ 35,910 00	
82	Asphaltic Driveway Replacement, 4-Inch Binder Course	Ton	78	$ 100 00	$ 7,800.00	
83	Asphaltic Driveway Replacement, 2-Inch Surface Course	Ton	37	$ 120 00	$ 4,440 00	
84	8" Crushed Aggregate Base Course (Pathway)	TON	245	$ 25 00	$ 6,125 00	11' Wide
85	Asphaltic Pedestrian Pathway, 3-Inch Surface Course	Ton	64	$ 120 00	$ 7,680 00	10' Wide
86	Concrete Pedestrian Ramp, 6-Inch	S.F.	537	$ 6.50	$ 3,490.50	
87	Detectable Warning Fields	S.F.	60	$ 50 00	$ 3,000 00	
88	4-Inch Concrete Sidewalk in Median	S.F	1,070	$ 6.50	$ 6,955 00	
89	Concrete Pedestrian Curb	L.F.	120	$ 27 00	$ 3,240 00	
90	Concrete Surface Drain	Ea.	1	$ 120 00	$ 120 00	
91	Pavement Marking, Cross Walk, 6-Inch, White	L.F	540	$ 2 00	$ 1,080 00	
92	Pavement Marking, Stop Line, 18-Inch, White	L.F	43	$ 3 00	$ 129.00	
93	Pavement Marking, Median Nose, Yellow	Ea	2	$ 32.00	$ 64.00	
94	Pavement Marking, Curb Head, Yellow	L.F	55	$ 3 00	$ 165 00	
95	Pavement Marking, 4-Inch (12 5-Foot Dash, 37.5-Foot Space), White	L.F	100	$ 2 00	$ 200 00	
96	Pavement Marking, Channelizing, 8-Inch, White	L.F.	184	$ 2 00	$ 368 00	
97	Pavement Marking, Arrows, Type 1, White	Ea.	1	$ 38.00	$ 38 00	
98	Pavement Marking, Arrows, Type 2, White	Ea.	2	$ 43 00	$ 86 00	
99	Pavement Marking, Arrows, Type 3, White	Ea.	1	$ 55 00	$ 55 00	
100	Pavement Marking, Words, White	Ea.	1	$ 65 00	$ 65 00	
101	Topsoil, Seed, Fertilizer and Mulch	S Y.	14,721	$ 6 00	$ 88,326 00	
				Subtotal Construction =	$6,168,847.50	
				Contingency (20%) =	$ 1,233,769.50	
				Engineering (20%) =	$ 1,480,523.40	
				Estimated Total Construction Cost =	$8,883,140.40	

Notes:

Improvements are conceptual

Cost estimates are preliminary and are in 2025 dollars

Assumes private utilities are relocated before construction

Assumes typical pavement cross section is similar to S Hickory Street except boulevard cross section is used at intersection with S. 27th Street

Assumes storm water management will be provided by bioretention basins along south side of roadway similar to S. Hickory Street

Does not include items such as, but not limited to, costs associated with environmental resource mitigation plans and property acquisitions or easements

Amendment 12 To Task Order No. 5 - consisting of 9 pages (including attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition **dated November 4, 2014.**

Preliminary
01/09/2026 2:15:37 PM

1. Background Data:

a. Effective Date of Task Order 5: June 5, 2018

b. Owner: City of Franklin

c. Engineer: Ruekert & Mielke, Inc.

d. Specific Project: Franklin Corporate Park - Phase I Improvements

2. Description of Modifications

a. Engineer shall perform the following Additional Services for the redesign and bidding of the improvements to W. Elm Road from South Hickory Street to South 27th Street:

Topographic Survey

- Request Utility Locates
- Drone Flight / Process Orthophoto
- Update Topographic Survey Data

Utility Coordination

- Provide Preliminary Drawings to City and Private Utilities (30%, 60% and 90%)
- Utility Coordination Meeting
- Coordinate Potential Conflict Avoidance with Utilities
- Provide Final Design Drawings to Utilities
- Review Private Utility Relocation Work Plans
- Consultations with City Staff During Private Utility Relocations
- Private Utility Relocation Site Visits - Up to 3 Site Visits

Storm Water Management

- Update Existing Conditions Exhibit
- Update Developed Conditions Exhibit
- Review Updated Drainage Patterns and Update Tributary Areas
- Review/Confirm Discharge Outlet Location(s)
- Review and Update Calculated Offsite Drainage Flows for Bypass
- Develop Bioretention Tributary Hydrologic Runoff Calculations
- Prepare Preliminary Layout for Bioretention Stormwater Management Facilities
- Verify Feasibility Storm Water Management Using Bioretention/Underground Detention
- Prepare Hydraulic Modeling of Stormwater Management Facilities
- Prepare SLAMM Water Quality & RUSLE modeling

- Model Storm Sewer Systems and Develop Preliminary Pipe Sizing
- Prepare Storm Water Management Plan
- Prepare Bioretention Design Plan & Maintenance Plan
- Prepare Underground Storage Design and Vendor Coordination
- Offsite Tributary Area Bypass Storm Sewer Design
- Bioretention Discharge Conveyance System Design

Preparation of Construction Drawings (114 Sheets Estimated)

- Revise Base Drawings and Cadastral Information
- Revise Drawings: Title Sheet and Notes
- Revise Drawing: Existing Conditions
- Revise Drawing: Typical Pavement Cross Sections
- New Drawings: Erosion Control
- Preliminary Drawings: Bioretention Cell Grading Plan
- New Drawings: Sanitary Sewer and Water Main Plan & Profile
- New Drawings: Elm Road Pavement/Storm Plan & Profile
- Preliminary Drawings: Bioretention Cell Storm Sewer Plan & Profile
- Preliminary Drawings: By-Pass Storm Sewer Plan & Profile
- New Drawings: Hickory Street Outfall Storm Sewer
- New Drawings: Intersection Details
- New Drawings: Underground Storage near S 27th St
- Preliminary Drawings: Restoration Plan
- Revise Drawings: Construction Details
- New Drawings: Street Lighting and Electrical Plan
- New Drawings: Pavement Markings
- New Drawings: Cross Sections
- Address Preliminary Plan Review Comments from City Staff
- Finalize Design Drawings

Prepare Bidding Requirements and Technical Specifications

- Prepare Preliminary Project Manual
- Address Preliminary Project Manual Comments from City Staff
- Finalize Project Manual

Cost Estimating

- Prepare Preliminary Quantities/Estimate (30%, 60% and 90%)
- Finalize Quantities/Estimate

General Administration and Meetings

- Attend up to 6 Video Conference Progress Meetings w/ City Staff
- Attend up to 3 Public Meetings
- Coordinate Green Infrastructure Funding Extension with MMSD
- Estimate Green Infrastructure Cost for MMSD Reimbursement
- Prepare Project Schedule
- Coordinate Design with 27th Street Improvements by WisDOT

Environmental, Permitting and Approvals

- Perform Wetland Delineation
- Submit USACE AJD Request
- Submit WDNR Nonfederal Wetland Exemption
- Complete WDNR Certified ER Review
- Complete USFWS IPaC Endangered Species Act Review
- Natural Resource Protection Plan (NRPP) and Report
- Natural Resource Special Exception (NRSE) Application
- Coordinate UDO Requirements with City Staff
- Apply for DNR Storm Water Permit
- Apply for WisDOT Permit

Bidding

- Submit Final Bidding Documents to Owner and Utilities
- Prepare Bid Documents and Send to Quest
- Answer Bidder Questions
- Prepare 2 Routine Addendums
- Attend Bid Opening
- Analyze/Tabulate Bids
- Prepare Recommendation and Notice of Award

b. Services specifically excluded from this amendment because they are already completed, assumed to be unnecessary for this project or cannot be appropriately scoped out at this time are as follows:

- Easements and Acquisitions
- Negotiations with Property Owners
- On-Site Construction Review of Private Utility Relocations
- Environmental Impact Mitigation Plan
- Traffic Impact Studies and Analyses
- Traffic Signal Design
- Design of Improvements to W. Elm Road and S. 27th Street intersection
- Design of Improvements S. 27th Street
- Design of Improvements to W. Elm Road East of S. 27th Street
- Special Assessments to Benefited Properties
- Environmental Site Assessments
- Geotechnical and Archaeological Investigations
- Construction Phase Services
- Permit/Approval Fees

c. The responsibilities of Owner with respect to the Task Order are modified as follows:

- Acquire real property outside of public rights-of-way if necessary.
- Expedite City review and approval processes.
- Provide Project Manager to coordinate Owner's activities.
- Provide legal services as required for Project.
- Review and approve private utility relocation work plans.
- Review and approval of Storm Water Management Plan.

- Attend Project meetings.
- Coordinate with Owner's Financial Advisors.

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
   - Ruekert & Mielke, Inc. will perform tasks as directed by City Staff on an hourly basis plus reimbursable expenses.
   - Basic Services: $355,450.00
   - The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

e. The anticipated project schedule is modified as follows:
   - Begin redesign services in early February 2026.
   - Complete redesign services in late July 2026.
   - Provide final design drawings to private utilities upon completion of design services.
   - Obtain bids and award a construction contract for Elm Road Improvements in late 2026 or early 2027.
   - Assume private utility relocations to be made by spring of 2027.
   - Assume construction of Phase 1 of the Elm Road Improvements to occur in 2027
   - Assume construction of Phase 2 of the Elm Road Improvements to occur in 2028.
   - The project schedule will be refined as the design process and private utility coordination progresses.

e. The schedule for rendering services under this Task Order is modified as follows:
   - Begin the Work upon execution of this task order amendment.
   - Complete design services within 6 months.

3. Modifications to Agreement and Exhibits:

- Replace Appendices 1 and 2 to Exhibit C in Agreement with the attached:
  - Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2026.
  - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2026.
- Replace Exhibit G in Agreement with the attached, which is effective for services provided under Amendments 7, 8, 9, 10, 11 and 12 to Task Order No. 5 only:
  - Exhibit G (Revised) – Insurance.

4. Attachments:

- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2026.
- Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2026.
- Exhibit G (Revised) – Insurance.

5. Consultants retained as of the Effective Date of the Task Order:

- None.

6. Task Order 5 Summary (Reference Only)

a.	Original Task Order amount:	$ 1,201,850.00
b.	Net change for prior amendments:	$ 927,819.00
c.	This amendment amount:	$ 355,450.00
d.	Adjusted Task Order amount:	$ 2,485,119.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this amendment or previous Amendments remain in effect. The Effective Date of this Amendment is upon execution by the City of Franklin.

OWNER:

By: _____

Name: John R. Nelson

Title: Mayor

Date Signed: _____

By: _____

Name: Shirley J. Roberts

Title: City Clerk

Date Signed: _____

By: _____

Name: Danielle L. Brown

Title: Director of Finance and Treasurer

Date Signed: _____

APPROVED AS TO FORM:

By: _____

Name: Jesse A. Wesolowski

Title: City Attorney

Date Signed: _____

ENGINEER:

By: _____

Name: Steven C. Wurster, P.E. (WI, IL, MI, OH)

Title: President/CEO

Date Signed: January 9, 2026

Appendix 1 to Exhibit C – Reimbursable Expenses Schedule – 2026

MISCELLANEOUS

Mileage

For Engineers and Technicians	.725/mile
For Construction Review Technicians	.765/mile
For Survey Crews	.935/mile

Print Productions	.50/sq. foot
Color copies	.40/page
B&W copies	.15/page
Color plots	2.50/sq. foot
Scanning	.50/scan
GPS equipment	140.00/day
ATV fee	135.00/day
Robotics equipment	140.00/day
Drone (Marketing)	100.00/day
Drone (Survey)	500.00/day

Appendix 2 to Exhibit C – Standard Hourly Rates Schedule – 2026

STANDARD HOURLY RATES

ENGINEERING SERVICES

Engineer 1	$ 133.00
Engineer 2	154.00
Engineer 3	164.00
Engineer 4	189.00
Engineer 5	199.00
Engineer 6	211.00
Engineer 7	233.00
Engineer 8	246.00
Engineer Technician	125.00
Designer	153.00
Senior Designer	153.00

PROFESSIONAL CONSULTING SERVICES

Environmental Scientist 1	135.00
Environmental Scientist 3	154.00
Environmental Scientist 4	163.00
Environmental Scientist 5	171.00
GIS Analyst 2	174.00
Senior SCADA Analyst 1	174.00
Senior SCADA Analyst 2	226.00
Landscape Architect Lead	211.00

SURVEYING SERVICES

Surveying Technician	$ 115.00
Surveyor	135.00
Professional Surveyor	175.00

STANDARD HOURLY RATES

CONSTRUCTION REVIEW SERVICES

Construction Review Technician 1	$ 96.00
Construction Review Technician 2	115.00
Senior Construction Review Technician	131.00
Erosion Control Specialist	131.00
Construction Review Manager	166.00

Note: Overtime rates will be 120% of standard rate for construction review services

ADMINISTRATIVE SERVICES

Administrative Assistant	97.00

This is **EXHIBIT G (REVISED)**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 4, 2014.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Bodily injury, each accident:	$1,000,000
	2)	Bodily injury by disease, each employee:	$1,000,000
	3)	Bodily injury/disease, aggregate:	$1,000,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$2,000,000
	2)	General Aggregate:	$4,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$10,000,000
	2)	General Aggregate:	$10,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):		$1,000,000
f.	Professional Liability –		
	1)	Each Claim Made:	$5,000,000
	2)	Annual Aggregate:	$5,000,000

B. Additional Insureds:

1. The City of Franklin shall be named as an additional insured on a primary, non-contributory basis for General/Commercial Liability, Automobile Liability and Umbrella coverage.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/03/2026
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO ENTER INTO AN AGREEMENT WITH MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION FOR SIDEWALK AND UTILITY ADJUSTMENT ON SOUTH 76TH STREET FROM WEST RYAN ROAD TO WEST PARK CIRCLE WAY	ITEM NUMBER G. 2.

BACKGROUND

Milwaukee County Department of Transportation (MCDOT) is planning a road resurfacing project on South 76th Street (CTH U) from West Ryan Road (STH 100) to West Park Circle Way. The project schedule has a current letting date in Fall of 2026 and a construction start in Spring of 2027.

ANALYSIS

As part of the Milwaukee County Project, the City has initiated including proposed sidewalks adjacent to S. 76th St., north of Ryan Road. The sidewalks would be bid as part of the Milwaukee County project with an intergovernmental cooperation agreement with the City of Franklin for the City to be responsible for reimbursement to the County. The County provided the City with an estimate for the proposed sidewalk which came to approximately $370,000.

The County would like a final decision from the City as to if they would like to include the sidewalk into the County project or not by **mid-February**, so that they have enough time to revise their plans if needed.

There are incidental sanitary and water main items including valve and manhole adjustments as part of the County project that the City would also be responsible for reimbursement. The estimate for those adjustment items from the County is approximately $76,000.

FISCAL NOTE

This item was discussed in the finance committee meeting on January 27th, 2026 for further review and consideration of the project funding.

STAFF RECOMMENDATION

Adopt Resolution 2026-_____ a resolution authorizing the City of Franklin to enter into an agreement with Milwaukee County Department of Transportation for sidewalk ($370,000) and utility adjustment ($76,000) on South 76th Street from West Ryan Road to West Park Circle Way for an approximate cost of $446,000 to be reimbursed to Milwaukee County by the City of Franklin.

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

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO ENTER INTO AN AGREEMENT WITH MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION FOR SIDEWALK AND UTILITY ADJUSTMENT ON SOUTH 76TH STREET FROM WEST RYAN ROAD TO WEST PARK CIRCLE WAY

WHEREAS, Milwaukee County Department of Transportation (MCDOT) is planning a road resurfacing project on South 76th Street (CTH U) from West Ryan Road (STH 100) to West Park Circle Way with a scheduled letting date in Fall of 2026 and construction to start in Spring of 2027.; and

WHEREAS, Milwaukee County is proposing an intergovernmental cooperation agreement to the City of Franklin as part of the construction of the road resurfacing project for which the City would be responsible to reimburse the County for the cost of the sidewalk adjacent to S. 76th St., north of Ryan Road and necessary utility adjustments in the project limits.

WHEREAS, the City Engineering Department and the Water and Sewer Utility Department have reviewed the project and the proposed intergovernmental cooperation agreement and recommend approval thereof; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, that the City of Franklin agreement with Milwaukee County Department of Transportation for sidewalk ($370,000) and utility adjustment ($76,000) on South 76th Street from West Ryan Road to West Park Circle Way for an approximate cost of $446,000 to be reimbursed to Milwaukee County by the City of Franklin is hereby approved.

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 _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/03/2026
REPORTS & RECOMMENDATIONS	WEST DREXEL AVENUE (S. BRIDGE VIEW DR. TO S. NORTHWESTERN MUTUAL WAY) ROAD RECONSTRUCTION PROJECT	ITEM NUMBER G.3.

BACKGROUND

The 2025 Local Street Improvement Program Project included reconstruction of West Drexel Avenue from South 60th Street to South Bridge View Drive. The next section of West Drexel Avenue due for reconstruction is from S. Bridge View Dr. to S. Northwestern Mutual Way. This section of roadway is in very poor shape due to the subgrade conditions. There are adjacent wetlands and floodplains within this section causing the roadway to move and sink. Due to the poor subgrade, the amount of work to reconstruct this roadway is substantial. The earthwork will be a large part of this project to ensure the subgrade is built to withstand the high moisture and not sink.

This section of W. Drexel Avenue is adjacent to the proposed Costco development (NW corner of S. 27th St. and W. Drexel Ave.). The Costco development is currently scheduled to being construction Spring of 2026, with a tentative store opening in Fall of 2026. In order to get the road reconstruction done prior to Costco opening would be to bid it out in early Spring of 2026 and have a completion date prior to the Costco opening date.

ANALYSIS

The Engineering Department applied for WisDOT STP-U (Wisconsin Department of Transportation Surface Transportation Program- Urban) funding this fall. If awarded, the funding would result in 80% of the design and construction being reimbursed by the DOT, and 20% would be funded by the City. The funding that would be covered by the DOT would be capped at $3,268,650.00. The City would be responsible for approximately $817,162.00. This funding also requires DOT design and letting timeline, therefore, this funding cycle would not be able to be constructed until 2029 (3 years after Costco opens). The award results will not be posted until late Spring (April-May) of 2026. WisDOT mentioned we can contact them at the end of January 2026 to get more information in regards to our chances on receiving this funding. The City Engineering Department have attempted multiple phone calls to WisDOT concerning an update to funding and at the time of this resolution, the City has not heard anything back.

If we do not receive the funding and would like to have this constructed prior to Costco opening, the City would need to entirely fund the project. The estimated design and construction costs for this project are $4,500,000.00. This capital project was requested in the 2026 budget but was not in the 2026 recommended budget.

FISCAL NOTE

This item went to the finance committee meeting on January 27th, 2026 for further review and consideration of the project funding.

STAFF RECOMMENDATION

Direct staff to continue with the design process and prepare to bid the project out in Spring of 2026 ahead of the Costco development opening.

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE February 3, 2026
REPORTS AND RECOMMENDATIONS	Petition to Vacate High View Drive re: Access to Franklin High School Property	ITEM NUMBER C.4.

This item is presented pursuant to the direction of the Mayor at the end of the Citizen Comment Period at the January 20, 2026 Common Council meeting. Annexed hereto is a copy of a petition "to vacate the portion of High View Street from 47th Street and the dead end as a Street." The Franklin Public Schools District property abuts High View Drive at its current western end on the east side of the School property. Also annexed hereto is a letter from Attorney Kevin J. Clark, who represents the District in the pending *Franklin Public Schools, et al. v. City of Franklin Common Council, et al.* Milwaukee County Case No. 2025CV008557, which addresses the petition to vacate High View Drive. Below is a citation from a League of Wisconsin Municipalities article on the subject of the discontinuance of public ways, and below that is Wis. Stat. § 66.1003 Discontinuance of a public way. The applicable provision with regard to the petition is Wis. Stat. § 66.1003(2). The petition does not meet the statutory requirements thereunder, as the abutting property owner Franklin Public Schools District did not sign the petition. Due to that status, City staff did not continue the process of determining whether the number of owners signing the petition was sufficient to meet the requirements of Wis. Stat. § 66.1003(2). Additionally, an application to be filed with the City for a right-of-way vacation is required, with a filing fee of $500, pursuant to City Unified Development Ordinance §15-9-01D.1. An application and fee have not been received by the City for this item. At or prior to the time of filing any application to the City for vacating any public street, the person making the application shall submit a lis pendens for recording in the Office of the Register of Deeds in Milwaukee County, pursuant to Wis. Stat. § 840.11(1). No such lis pendens recording has been located.

League of Wisconsin Municipalities
The Municipality
November 2004
By Claire Silverman, Legal Counsel

Wisconsin Statute section 66.10033 provides two different procedures by which cities and villages can discontinue public ways. In the first procedure, abutting property owners submit a petition requesting that the governing body discontinue all or part of a public way. In the second procedure, the governing body initiates the discontinuance of a public way.

Streets and alleys or a portion thereof may be discontinued by the common council or village board upon the written petition of (a) the owners of all the frontage of the lots and lands abutting upon the public way sought to be discontinued; ***and*** (b) the owners of more than one-third of the frontage of the lots and lands abutting on that portion of the remainder of the public way which lies within 2,650 feet of the ends of the portion to be discontinued, or lies within so much of that 2,650 feet as is within the city's or village's corporate limits. Wis. Stat. sec. 66.1003(2). [*as emphasized by the League*]

Wis. Stat. § 66.1003. Discontinuance of a public way
(1) In this section, "public way" means all or any part of a road, street, slip, pier, lane or paved alley.

(2) The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of a public way upon the written petition of the owners of ***all*** the frontage of the lots and lands abutting upon the public way sought to be discontinued, ***and*** of the owners of more than one-third of the frontage of the lots and lands abutting on that portion of the remainder of the public way which lies within 2,650 feet of the ends of the portion to be discontinued, or lies within so much of that 2,650 feet as is within the corporate limits

of the city, village or town. The beginning and ending of an alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. 82.21. [*emphasis added*]

(3) The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of an unpaved alley upon the written petition of the owners of more than 50 percent of the frontage of the lots and lands abutting upon the portion of the unpaved alley sought to be discontinued. The beginning and ending of an unpaved alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. 82.21.

(4)(a) Notwithstanding subs. (2) and (3), proceedings covered by this section may be initiated by the common council or village or town board by the introduction of a resolution declaring that since the public interest requires it, a public way or an unpaved alley is vacated and discontinued. No discontinuance of a public way under this subsection may result in a landlocked parcel of property. [*emphasis added*]

(b) A hearing on the passage of a resolution under par. (a) shall be set by the common council or village or town board on a date which shall not be less than 40 days after the date on which the resolution is introduced. Notice of the hearing shall be given as provided in sub. (8)(b), except that in addition notice of the hearing shall be served on the owners of all of the frontage of the lots and lands abutting upon the public way or unpaved alley sought to be discontinued in a manner provided for the service of summons in circuit court at least 30 days before the hearing. When service cannot be made within the city, village or town, a copy of the notice shall be mailed to the owner's last-known address at least 30 days before the hearing.

(c) Except as provided in this paragraph, no discontinuance of the whole or any part of a public way may be ordered under this subsection if a written objection to the proposed discontinuance is filed with the city, village or town clerk by any of the owners abutting on the public way sought to be discontinued or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the corporate limits of the city, village or town. If a written objection is filed, the discontinuance may be ordered only by the favorable vote of two-thirds of the members of the common council or village or town board voting on the proposed discontinuance. ***An owner of property abutting on a discontinued public way whose property is damaged by the discontinuance may recover damages as provided in ch. 32.*** The beginning and ending of an alley shall be considered to be within the block in which it is located. [*emphasis added*]

(d) No discontinuance of an unpaved alley shall be ordered if a written objection to a proposed discontinuance is filed with the city, village or town clerk by the owner of one parcel of land that abuts the portion of the alley to be discontinued and if the alley provides the only access to off-street parking for the parcel of land owned by the objector.

(5) For the purpose of this section, the narrowing, widening, extending or other alteration of any road, street, lane or alley does not constitute a discontinuance of any part of the former road, street, lane or alley, including any right-of-way, which is included within the right-of-way for the new road, street, lane or alley.

(6) Whenever any of the lots or lands subject to this section is owned by the state, county, city, village or town, or by a minor or incompetent person, or the title to the lots or lands is held in trust, petitions for discontinuance or objections to discontinuance may be signed by the governor, chairperson of the board of supervisors of the county, mayor of the city, president of the village, chairperson of the town board, guardian of the minor or incompetent person, or the trustee, respectively, and the signature of any private corporation may be made by its president, secretary or other principal officer or managing agent.

(7) The city council or village or town board may by resolution discontinue any alley or any portion of an alley which has been abandoned, at any time after the expiration of 5 years from the date of the recording of the plat by which it was dedicated. Failure or neglect to work or use any alley or any portion of an alley for a period of 5 years next preceding the date of notice provided for in sub. (8)(b) shall be considered an abandonment for the purpose of this section.

(8)(a) Upon receiving a petition under sub. (2) or (3) or upon the introduction of a resolution under sub. (4), the city, village, town, or county shall deliver a copy of the petition or resolution to all of the following:
1. The secretary of transportation, if the public way or unpaved alley that is the subject of the petition or resolution is located within one-quarter mile of a state trunk highway or connecting highway.
2. The commissioner of railroads, if there is a railroad highway crossing within the portion of the public way that is the subject of the petition or resolution.

(b) Notice stating when and where the petition or resolution under this section will be acted upon and stating what public way or unpaved alley is proposed to be discontinued shall be published as a class 3 notice under ch. 985.

(9) In proceedings under this section, s. 840.11 shall be considered as a part of the proceedings.

(10) Notwithstanding ss. 82.10 and 82.21, no city council or county, village, or town board may discontinue a highway when the discontinuance would deprive a landowner or a public school of all access to a highway.

COUNCIL ACTION REQUESTED

For information only. No action to be taken.

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/11/26	Staci Meissner	8279 S. 44th St. Franklin, WI 53132		414-688-6247
2	1/11/26	Alyssa Meissner	8279 S 44th St Franklin, WI, 53132		414-688-6241
3	1/11/26	Chad Smith	8250 S. 44 St. Franklin, WI 53132		262-424-8396
4	1/11/26	Angela Smith	8250 S 44th St Franklin, WI 53132		414-861-5873
5	1/11/26	Amy Pollatz	8226 S 44th St. Franklin, WI 53132		920-680-5814
6	1/11/26	Nate Pollatz	8226 S 44th St. Franklin WI 53132		120-217-5072
7	1/11/26	Jenny Meyer	8221 S. 44th St. Franklin WI 53132		414-690-2800
8	1/11/26	Paul Meyer	8221 S. 44th St. Franklin, WI 53132		414-758-5653
9	1/11/26	Alvina Aziz	8218 S 44th St Franklin WI 53132		414-2413665
10	1/11/26	Todd Hrenak	4552 W Valley Dr Franklin WI 53132		414-975-4369

This petition was circulated by the undersigned who attests to the signatures herein. Signature Brenda Peterson Date 1-11-26

Printed name Brenda Peterson

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/10/26	Norm Leary	8017 S. 47th St	Norm Leary	414-421-7751
2	1/10/26	Andy Witczak	7981 S. 47th St	Andy Wi	414 803-7392
3	1/10/26	Rachel Sweet	7917 S. 47th St	RSweet	414 659-0947
4	1/10/26	Jan Jaeger	7916 S. 47th St	[illegible]	414-403-2520
5	1/10/26	Greg Jaeger	7916 S. 47th St	[illegible]	414-501-8494
6	1/10/26	Skylar Stetter	7930 S 47th St	[illegible]	414-736-0022
7	1/10/26	Ryan Lizzo	7930 S 47th St	[illegible]	414-807-0595
8	1/10/26	Denise Groniger	8203 S. 47th St.	Denise Groniger	414-839-7079
9	1/10/26	Mark Dziedzic	8203 S 47th St	Mark Dziedzic	414-940-0877
10	1/11/26	Randy Radluenz	4694 High View Dr	[illegible]	414 233-2994

This petition was circulated by the undersigned who attests to the signatures herein. Signature Denise Groniger Date 1/11/26

Printed name Denise Groniger

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/9/26	Nicole Schlax	8213 S. 47th St. Franklin, WI 53132	Nicole Schlax	414-430-2106
2	1/10/2026	Jason Curtis	8210 S. 47th St. Franklin, WI 53132	[illegible]	414-699-3477
3	1/10/26	Sarah Curtis	8210 S 47th St Franklin WI 53132	Sarah Curtis	715 572 4973
4	1/10/26	Jon Prochnow	8229 S 47th Franklin, WI 53132	[illegible]	(414) 902-3097
5	1/10/26	JEFF STEINBACH	8109 S. 47th St Franklin, WI	[illegible]	414/422-5111
6	1/10/26	Steven Johnson	8067 South 47th ST. Franklin, WI 53132	[illegible]	414 581-9555
7	1/10/26	Kristine Barsokine	8051 S. 47th ST Franklin, WI 53132	[illegible]	414-530-6077
8	1/10/26	Tom Barsokine	8051 S. 47th ST Franklin WI 53132	[illegible]	414-507-8623
9	1/10/26	SUSAN KOZIK	8043 S 47th St FRANKLIN 53132	Susan Kozik	262-385-2176
10	1/10/26	ANN LERY	8017 S. 47th ST. FRANKLIN, WI 53132	[illegible]	414-421-7751

This petition was circulated by the undersigned who attests to the signatures herein. Signature [illegible] Date 1/11/26

Printed name Danisa Groniger

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/9/26	Brenda Peterson	8255 S 47th St Franklin WI 53132	Brenda Peterson	414-530-0278
2	1/9/26	MARK DESTEFANIS	8189 S. 47TH ST. FRANKLIN, WI 53132	Mark A. DeStefanis	414-617-8266
3	1/9/26	Jean DeStefanis	8189 S 47th St Franklin, WI 53132	Jean DeStefanis	414-617-8260
4		Kay Seamonson	8283 S. 47th St. Franklin, 53132	Kay S. Seamonson	414-423-8638
5	1/9/26	Ruman Blenshi	8137 S. 47th St Franklin, 53132	[illegible]	414-704-6447
6	1/9/26	Maria Busalacchi	8128 S. 47th St Franklin WI 53132	Maria Busalacchi	414-688-7224
7	1/9/26	Haitham Amli	8163 S 47th St Franklin, WI 53132	[illegible]	414-241-1111
8	1/9/26	Capstran Jeff	4462 W Highview Dr	[illegible]	414 405-8155
9	1/9/26	Capstran Jackie	4462 W High View Franklin WI	Jackie Capstran	414 704-7729
10	1/9/26	Ethan Schlax	8213 S 47th St Franklin WI 53132	[illegible]	414-698-2400

This petition was circulated by the undersigned who attests to the signatures herein. Signature [illegible] Date 1/11/26

Printed name Denise Groniger

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/9/26	Jeanne Jackson	8280 S. 47th ST Franklin, WI 53132	Jeanne Jackson	414-421-8444
2	01/09/24	Doug Smith	Franklin, WI 8268 S. 47 ST	Douglas M. Smith	414-423-5773
3	01/09/26	Mary J. Smith	8268 S. 47th ST Franklin, WI 53132	Mary J Smith	414-423-5773
4	1/9/26	James Daniels	8294 S 47th st Franklin, WI 53132	X	262-716-7046
5	1/9/26	Ronnie Nero	4722 W. Forest Hill Ave Franklin WI 53132		414-322-2566
6	1/9/26	Pabina Khadji	4722 W Forest Hill		414-581-9200
7	1/9/26	Brian Goetz	8101 S. 59th st Franklin, WI 53132	Brian Goetz	414-840-4366
8	1/9/26	Jakub Waterman	8243 S. 47th St Franklin, WI 53132	Jakub Waterman	414-839-6570
9	1/9/26	Benjamin Waterman	8243 S 47th St Franklin 53132	Benjamin	414-628-5824
10	1/9/26	ROB ANDERSON	4652 W. FOREST HILL FRANKLIN 53132	Robert Anderson	414-795-8597

This petition was circulated by the undersigned who attests to the signatures herein. Signature Kay S. Seamonson Date 1/10/26

Printed name Kay S. Seamonson

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/9/26	Amber Anderson	4629 W. Forest Hill Ave.	[illegible]	(414)430-0187
2	1/9/26	Judy Luellwitz	7830 S. 51 St.	J Luellwitz	414-688-7830
3	1/9/26	Deb Bauer	8240 S. 43rd St.	Deb Bauer	414-852-3767
4	1/9/26	Tom Bauer	8240 S. 43rd ST	[illegible]	414-349-4011
5	1/9/26	Rick Oliva	8234 S. 43rd St	[illegible]	414-758-6956
6	1/9/26	Jacalyn Oliva	8234 S. 43rd St	[illegible]	414-507-7438
7	1/10/26	Robert A. Meyer	8202 S. 43rd St.	Robert A. Meyer	414-882-1324
8	1/10/26	Donna C Meyer	8202 S. 43rd St	Donna C Meyer	414-423-7353
9	1-10-26	KAT WORZALLA	8060 S. 43RD ST	K. Worzalla	414-704-5291
10	1-10-26	Ross Worzalla	8060 S. 43RD St.	[illegible]	414-704-0078

This petition was circulated by the undersigned who attests to the signatures herein. Signature Kay S. Seamonson Date 1/10/26

Printed name KAY S. Seamonson

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/9/26	Jennifer Borowski	4695 W High View Dr Franklin, WI 53132	[illegible]	414-597-4503
2	1/9/26	K. Morelli	4685 W. High View Dr. Franklin, WI 53132	[illegible]	414 [illegible]-5530
3	1/9/26	Malgorzata Jaterman	8243 S. 47th St Franklin	[illegible]	414 331 3121
4	1/9/26	MICHAEL JANSON	8238 S. 47TH ST FRANKLIN	[illegible]	414 581 1005
5	1/9/26	Joanne Lambrecht	8238 S 47th St Franklin	[illegible]	505-389-8715
6	1/9/26	DALE SOCHIEWICZ	8250 S 47TH ST FRANKLIN	[illegible]	919-608-8791
7	1/9/26	Robert BARTHEL	8295 S. 47th ST FRANKLIN	[illegible]	(414)750-2053
8	1/9/26	Deb Barthel	8295 S. 47th St. Franklin	Debra Barthel	414-750-2054
9	1/9/26	Judy Lehrer	4588 W Valley Dr Franklin	Judy Lehrer	414 791 9897
10	1/9/26	BILL JACKSON	8250 S 47TH ST FRANKLIN, WI	[illegible]	414-421-8444

This petition was circulated by the undersigned who attests to the signatures herein. Signature [illegible] Date 1/11/26

Printed name Danise Groniger

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/10/26	Tom Antinoja	8295 S. 44TH ST	[illegible]	414 550-2272
2	1-10-26	Jodi Antinoja	8295 S. 44th St.	Jodi Antinoja	414-550-2272
3	1-10-26	Joe Ginster	8321 S. 44	Joe Ginster	414-235-4900
4	1-10-26	LOIS GINSTER	8321 S. 44TH	Lois Ginster	414-235-4900
5	1.10.26	Mary Witt	4736W. Forest Hill Ave	Mary S. Witt	414-795-6877
6	1/10/26	Brian Witt	736 W Forest Hill Ave	[illegible]	414 8950830
7	1/10/26	MARK MONFRO	4710 W. FOREST HILL AVE.	[illegible]	414-423-9838
8	1/11/26	DAMIEN LEHRER	4588 W. VALLEY DR	[illegible]	414 791-0897
9	1/11/26	Robyn Dullweber	4581 W. Valley Dr	[illegible]	414-736-7824
10	1/11/26	Stefan Dullweber	4581 W. Valley Dr.	[illegible]	414-736-7823

This petition was circulated by the undersigned who attests to the signatures herein. Signature Kay S. Seamonson Date 1/11/26

Printed name KAY S. Seamonson

7

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/11/25	Jennifer Stamm	4645 W. Forest Hill Ave	[illegible]	
2	1/11/25	Andrea Marsch	4661 W. Forest Hill Ave.	Andrea Marsch	(414) 322-5397
3	1/11/26	Gen Li	4703 W. Forest Hill Ave	[illegible]	
4	1/11/26	Yirao Cui	4703 W Forest Hill Ave.	[illegible]	
5	1/11/26	Cheryl Stuck	4717 W. Forest Hill	Cheryl Stuck	
6	1/11/26	Jeff Waring	4717 W Forest Hill Ave	[illegible]	
7	1/11/26	VINOD SURESH	4805 W FOREST HILL AVE	[illegible]	
8	1/11/26	SREELAKSHMI SHENOI	4805 W FOREST HILL AVE	[illegible]	
9	1/11/26	Brent Killackey	4801 W Forest Hill Ave	[illegible]	
10	1/11/26	Judith Williams-Killackey	4801 W Forest Hill AVE	[illegible]	

This petition was circulated by the undersigned who attests to the signatures herein. Signature Kay S. Seamanson Date 1/11/26

Printed name Kay S. Seamanson

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1/11/26	Karlene Hronek	4552 W Valley Dr Franklin WI 53132	Karlene Hronek	414 350 2906
2	1/11/26	Tim Peterson	8255 S. 47th ST. Franklin, WI 53132	Tim Peterson	414-339-3611
3					
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10					

This petition was circulated by the undersigned who attests to the signatures herein. Signature Brenda Peterson Date 1-11-26

Printed name Brenda Peterson

Pursuant to Wisconsin State Statutes 66.1003.

We, the undersigned request the Common Council of the City of Franklin to vacate the portion of High View Street from 47th Street and the dead end as a Street.

#	Date	Print Name	Address	Signature	Phone Number
1	1-11	Diane Thiem	4630 W. Forest Hill	Diane Thiem	414-423-5678
2	1/11/2026	John Thiem	4630 W. Forest Hill Ave	[illegible]	414 464 7237
3	1/11/26	Ben Thiem	4130 West Forest Hill Ave	[illegible]	414-301-8838
4	1/11/26	Jim Anderson	4629 W. Forest Hill Ave	[illegible]	414-899-2076
5					
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This petition was circulated by the undersigned who attests to the signatures herein. Signature [illegible] Date 1/12/2026

Printed name Amber M. Anderson

von Briesen
von Briesen & Roper, s.c. | Attorneys at Law

TAGLaw International Lawyers

Kevin J. Clark
Direct Telephone
262-923-8664
kevin.clark@vonbriesen.com

January 23, 2026

VIA E-MAIL (rbitar@ammr.net)

Attorney Remzy D. Bitar
Municipal Law & Litigation Group, S.C.
Arenz, Molter, Macy, Riffle, Larson & Bitar
730 N. Grand Avenue
Waukesha, WI 53186

VIA E-MAIL (jweslaw@aol.com)

Attorney Jesse A. Wesolowski
Wesolowski & Reidenbach SC
11402 W Church Street
Franklin WI 53132-2114

Re: *Franklin Public Schools, et al v. City of Franklin Common Council, et al*
Milwaukee County Case No. 2025CV008557
Petition to Vacate High View Drive

Dear Attorney Bitar and Wesolowski:

As you know, our office represents Franklin Public Schools ("FPS") in the above captioned legal matter. We received a copy of the petition to vacate High View Drive from S. 47th Street to the dead-end abutting FPS' property pursuant to Wisconsin Statutes § 66.1003(2) signed by a number of individuals. The petition is invalid and defective as a matter of law.

Despite knowing that the petition is facially invalid, it is our understanding that the Common Council has decided to place this petition on the next Common Council meeting for discussion. FPS writes this letter objecting to the Common Council taking any further action on the petition to vacate High View Drive from S.47th Street to the dead-end abutting FPS' property.

Wisconsin Statutes § 66.1003(2) expressly provides the following:

> The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of a public way upon the written petition of **the owners of all the frontage of the lots and lands abutting the public way sought to be discontinued**, and of the owners of more than one-third of the frontage of the lots and lands abutting on that portion of the remainder of the public way which lies within 2,650 feet of the ends of the portion to be discontinued . . .

FPS' property very clearly abuts High View Drive and FPS has not signed the petition to vacate High View Drive, which renders the petition invalid pursuant to Wisconsin law.

Indeed, the Common Council has already approved FPS' access via High View Drive through the conditional use permit issued that is the subject matter of the above litigation and approved site plan for FPS' expansion project. FPS' access and use for ingress and egress via High View Drive is very clearly a property right that the Common Council cannot retroactively take away by vacating High View Drive simply because FPS has challenged the condition imposed by the Common Council related to access being for emergency vehicles only. By taking any further action on the petition to vacate High View Drive, the Common Council and City of Franklin will very clearly violate FPS' property rights.

To the extent that the Common Council takes further action advancing the petition to vacate the portions of High View Drive abutting FPS' property, FPS will most certainly amend its pleadings in the above action and seek all remedies available, including but not limited to, additional legal proceedings seeking damages for the taking of its property rights.

FPS formally requests this letter to be placed in the Common Council packet for the next meeting.

Very truly yours,

von BRIESEN & ROPER, s.c.

/Electronically signed by Kevin J. Clark

Kevin J. Clark

KJC:bai

#43799726v1

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/03/2026
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AMEND RESOLUTION NO. 2024-8217, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A SIXTEEN UNIT SUPPORTIVE HOUSING DEVELOPMENT, RESIDENT COMMUNITY CENTER, AND COMMUNITY HUB FACILITY, UPON PROPERTY LOCATED AT 0 S 31ST ST (NOW 7347 S. 31ST STREET), TKN 761 9992 002 (BY AMY HANSEL, COMMUNITIES OF CROCUS, APPLICANT, COMMUNITIES OF CROCUS, PROPERTY OWNER)	ITEM NUMBER G.5. Ald. Dist. 3

At the January 22, 2026 regular meeting, following a public hearing, the Plan Commission carried a motion to recommend approval of this application for a time extension of a Special Use to allow for the development of a sixteen-unit supportive housing development, resident community center, and community Hub facility upon property located at 7347 S. 31st Street (formerly 0 S. 31st Street), zoned B-MU Mixed Use Commercial District. The subject Special Use permit was granted on November 6, 2024, by Resolution 2024-8217.

Prior to the adoption of the 2025 Unified Development Ordinance (UDO), Special Use approvals required that the applicant being development within one year of their being issued. Due to a variety of circumstances, the applicant was unable to meet this requirement. They are requesting that the use approvals be extended for a period of two (2) years, which is now time period stipulated under the new UDO for Conditional (formerly "Special") Use approvals. They anticipate breaking ground before the end of 2026.

This project has already received development approvals including the Special Use and zoning approvals for adjoining lots intended for future development. The current phase received of full Site Plan approval from the Plan Commission as of October 23, 2025.

The Plan Commission conducted a required public hearing. Two residents spoke: one expressed concerns about development in natural areas including fencing, and light pollution; the other spoke in favor of the project as an asset to the City and a continuation of Franklin's investments to educate and serve residents with special needs.

The applicants are proposing four (4) four-unit residence buildings, for a final total of sixteen dwelling units. The gross density of this proposed multifamily development is 0.86 units per acre (16 unit / 18.5 acres = 0.86), well within the allowable density of the R-8 district of 8 units per acre, and in fact less than the nearby single-family neighborhood, which has a gross density of approximately 2.5 units per acre (16 unit / 6.25 acres = 2.5).

Elements of the Centre at Crocus Community Center, and proposed uses for the Hub facility are generally Permitted uses in B-MU zoning. The Community Center will include offices, medical and home health care services, vocational schools, physical fitness and dance studios, and other recreational uses. Staff recommends that this Special Use approval allow for the additional primary uses typically allowed in the B-MU district that are related to healthcare, offices and nonprofit organizations, and physical fitness facilities in the Hub Building.

In general, this lot has enough developable area to accommodate the proposed design and density, even considering natural resources and other restrictions on the site.

Only the Special Use application is under consideration today, as other approvals are either permanent or still current.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2026-_____, a Resolution to amend Resolution NO. 2024-8217 imposing conditions and restrictions for the approval of a Special Use to allow for the development of a sixteen-unit supportive housing development, resident community center, and community Hub facility upon property located at 0 S. 31st Street (BY AMY HANSEL, COMMUNITIES OF CROCUS, APPLICANT, COMMUNITIES OF CROCUS, PROPERTY OWNER)

Department of City Development: MX

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

[Draft 01-29-2026]

RESOLUTION NO. 2026-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2024-8217, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A SIXTEEN UNIT SUPPORTIVE HOUSING DEVELOPMENT, RESIDENT COMMUNITY CENTER, AND COMMUNITY HUB FACILITY, UPON PROPERTY LOCATED AT 0 S 31ST ST, TKN 761 9992 002 (BY AMY HANSEL, COMMUNITIES OF CROCUS, APPLICANT, COMMUNITIES OF CROCUS, PROPERTY OWNER)

WHEREAS, Resolution No. 2024-8217, A Resolution imposing conditions and restrictions for the approval of a Special Use to allow for the development of a sixteen-unit supportive housing development, resident community center, and community Hub facility upon property located at 0 S. 31st Street (now 7347 S. 31st Street), TKN 761 9992 002, was adopted by the Common Council on November 6, 2024; and

WHEREAS, the Further Resolved of Resolution No. 2024-8217 provides in part that "the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use"; and

WHEREAS, the Plan Commission having considered such time extension request and having determined that it will promote the health, safety and welfare of the Community.

WHEREAS, by the Plan Commission of the City of Franklin, Wisconsin, having recommended a two-year extension to provide that the Communities of Crocus Special Use shall be established by way of the issuance of buildings permits within two (2) years from the date of adoption of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed time extension to Resolution No. 2024-8217 will promote the health, safety and welfare of the Community; and

BE IT FURTHER RESOLVED, pursuant to § UDO-9-06.J. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution and Resolution No. 2024-8217 shall be null and void upon the expiration of two years from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an buildings permit for such use.

BE IT FINALLY RESOLVED, by the Common Council of the City of Franklin, Wisconsin, that all other terms and provisions of Resolution No. 2024-8217, not inconsistent with the terms and provisions of this Resolution, shall remain in full force and effect.

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 _____

CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of January 22, 2026

Special Use Time Extension

RECOMMENDATION: Staff recommends approval of the applications for a Special Use renewal/ Time Extension. Recommended Conditions of Approval are provided in the draft Resolution(s).

Project Name:	**Communities of Crocus**
Property Owner:	Communities of Crocus, Inc.
Applicant:	Amy Hansel, Communities of Crocus
Property Address/Tax Key Number:	0 S 31ST ST / 761 9992 002
Aldermanic District:	District 3
Agent:	Kevin Allenbach, RA, HGA Architects
Zoning District:	B-MU - South 27th Street Mixed-Use District and FP Floodplain
Use of Surrounding Properties:	R-SR Suburban Residence. (North and West) B-MU - South 27th Street Mixed-Use District (South and East)
Application Request:	Special Use Renewal / Time Extension
Staff Planner:	Marion Ecks, AICP

APPLICATION BACKGROUND

In June 2024, the applicants submitted applications for a Special Use to allow for development of residential facilities and a community building on this property, along with a Comprehensive Master Plan (CMP) Amendment and Rezoning on three other lots immediately to the south, to allow for future development.

The subject Special Use permit was granted on November 6, 2024, by Resolution 2024-8217. Prior to the adoption of the 2025 Unified Development Ordinance (UDO), Special Use approvals required that the applicant being development within one year of their being issued. Due to a variety of circumstances, the applicant was unable to meet this requirement. They are requesting that the use approvals be extended for a period of two (2) years, which is now time period stipulated under the new UDO for Conditional (formerly "Special") Use approvals.

The Special Use approval is for a multifamily residential development with supportive services for adults with autism and similar Intellectual Developmental Disabilities (IDDs) and their families. The proposed development includes supportive housing for individuals with IDDs, and buildings with services for residents. Other buildings will include office spaces and community education and recreation facilities. Future phases will include additional supportive housing and

community facilities, as well as standard housing for families. The applicant is not proposing any changes to the Special Use permit at this time.

Recommendation

Department of City Development staff recommends approval of this Special Use Renewal (Time Extension) subject to the conditions set forth in the attached resolution.

Exhibits:

- Resolution 2024-8217
- Applicant Exhibits

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2024-8217

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A SIXTEEN UNIT SUPPORTIVE HOUSING DEVELOPMENT, RESIDENT COMMUNITY CENTER, AND COMMUNITY HUB FACILITY, UPON PROPERTY LOCATED AT 0 S 31ST ST, TKN 761-9992-002 (BY AMY HANSEL, COMMUNITIES OF CROCUS, APPLICANT, NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNER)

WHEREAS, Amy Hansel, Communities of Crocus having petitioned the City of Franklin for the approval of a Special Use to allow for the development of a sixteen unit supportive housing development, resident community center, and community Hub facility upon property located at 0 S. 31st Street, zoned B-4 S. 27th St. Mixed Use Commercial District. The property which is the subject of the application bears TKN 761-9992-002 and is more particularly described as follows:

> Lot 1 of certified survey map no. 7905 recorded in the office of the register of deeds for Milwaukee County, Wisconsin on April 11, 2007 as document no. 9415687, said certified survey map being a part of the southwest 1/4 and the southeast 1/4 of the Northeast 1/4 of section 12, township 5 north, range 21 east, in the city of Franklin, Milwaukee County, Wisconsin.; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 22nd day of August, 2024, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that they will not have an undue adverse impact upon adjoining property; that they will not interfere with the development of neighboring property; that they will be served adequately by essential public facilities and services; that they will not cause undue traffic congestion; and that they will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meet the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Amy Hansel, Communities of Crocus, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Amy Hansel, Communities of Crocus, successors and assigns, for a sixteen-unit supportive housing development, resident community center, and community Hub facility, pursuant to those plans City file-stamped August 12, 2024 and annexed hereto and incorporated herein as Exhibit A.

2. Amy Hansel, Communities of Crocus, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Amy Hansel, Communities of Crocus, sixteen-unit supportive housing development, resident community center, and community Hub facility Special Use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

3. The approval granted hereunder is conditional upon the Amy Hansel, Communities of Crocus sixteen-unit supportive housing development, resident community center, and community Hub facility Special Use for the property located at 0 S 31st Street TKN 761 9992 002: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

4. The applicants shall obtain approval of a site plan for full development of this lot.

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

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than $2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void

upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 6th day of November, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 6th day of November, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES 5 NOES 0 ABSENT 1 (ALD CRAIG)

Communities of Crocus - 7521 South 31st Street
Project Summary: City of Franklin Site Plan Submittal/Natural Resources Special Exemption
Site Plan Submittal for Phase 1: Parcel 761-9992-002
Prepared by HGA Architects, (HGA Inc.), Milwaukee, WI
Submittal Date: January 9, 2026

Project Summary.
The Project Summary is part of the Communities of Crocus (CoC) Site Plan Submission for their property located at 7521 South 31st Street, in Franklin, WI. While CoC owns 4 parcels of land, (approximately 45 acres total, this Site Plan Submittal is for Phase 1, which is proposed to be built on the northern most parcel, 761-9992-002.

The Project Summary has the following sections:

I. Project Background – Parcels, Land Purchase, Previous Approvals
II. Owner Information – Project Vision + Purpose, Owner Information
III. Use of Site
IV. Phase 1 Buildings – Descriptions, Operational Information and building construction cost
V. Project Phasing – Phase 1 (this submittal) with Phasing Plan showing full site build-out
VI. Parking Counts and Lighting Plan Information

Cost Estimate from Catalyst Construction is attached to this document, but here is the breakdown per building and site for Phase 1:

Care Homes (4)	$8,896,000
Centre Builing	$8,991,500
Supportive Hub	$5,535,500
Site Work	$1,858,000
Total Ph 1	$25,281,000

I. Project Background.
Communities of Crocus purchased the approximately 45-acre site from Northwestern Mutual at the end of 2024 with the goal to create a supportive neighborhood for adults with autism and similar intellectual disabilities. In the summer and fall of 2024, Communities of Crocus worked with the City of Franklin to approve the Special Use Application, the Comprehensive Master Plan Amendment, and Rezoning of the three (3) southern parcels on the site to B-4.

II. Owner Information.
Communities of Crocus (CoC) is a nonprofit (501)(c)(3) started by Amy Hansel and Emily (Trevor) Peters. Both are parents of children on the autism spectrum and/or with Down Syndrome. The mission of Communities of Crocus is to create supportive homes of choice for adults (18 years of age and above) with autism and similar intellectual and developmental disabilities that give them a sense of pride, accomplishment, and dignity by providing housing and supportive services within a natural environment. Communities of Crocus is led by a Board that includes the following:

- Amy Hansel (President): Amy has spent the past 26 years as a civil servant working for the Federal Government. She has extensive experience building relationships with people from various backgrounds, at all levels and from all over the world.
- Emily Peters (Vice President): Emily is a 25-year sales executive at the Xerox Corporation working with Fortune 1000 companies in the Midwest where she has maintained long lasting relationships with her clients and built trust as an advisor of business solutions.

• Andy Palec (Director): Andy has over three decades of experience managing complex real estate projects from inception through to successful completion. Currently a Vice President with Milwaukee-based Irgens Partners, he has prior involvement with different types of medical real estate and housing, from independent living for seniors to assisted living and skilled nursing care throughout the US.
• Rechelle Chaffe (Director): Rechelle serves as the Executive Director of Autism Society SE WI and has family members on the spectrum. She has championed for Autism awareness, education and supports by providing programs and services that benefit the Autism community.
• Brian Beeghly (Director): Brian is a global business leader with more than 30 years of experience in the areas of ethics, compliance, governance, insurance, and risk management. He most recently served as Executive Vice President- Insights& Solutions at Ethisphere.

III. Use of Site.

A key factor for the Communities of Crocus leadership was for the site of their new development to prominently feature the natural environment. It was important to select a site in Southeastern Wisconsin where residents could connect with nature in a meaningful way. The property search focused around the Milwaukee County area where there is a substantial need for housing options for adults with autism and their families. This South 31st Street site was chosen not only for the close proximity to transportation, stores, and other community amenities, but also for the existing natural environment and abundant green space that was so desired for the wellness and enjoyment of the residents, creating a true community for all who will call this site home.

The buildable area for this site is directly fronting South 31st Street. It is important to note that many natural features located on these properties will restrict development beyond the limits proposed by this project. The floodway associated with the East Branch of the Root River, which runs north-to-south along the western limits of the property, will prevent further construction along South 35th St. Additionally, a Secondary Environmental Corridor established by the Southeast Wisconsin Regional Planning Commission (SEWRPC), further encompasses the property from the right-of-way line along South 35th St eastward towards the center of the site. Furthermore, two existing detention basins built in 2022 by the Milwaukee Metropolitan Sewerage District (MMSD) fall under a 10-year conservation easement are intended to protect the constructed wetlands established within them. Communities of Crocus choose this site because of its natural beauty. Their goal is to leave the western two-thirds of the site as woodlands and wetlands restricting their buildings to the area closest to South 31st Street.

It is the vision of Communities of Crocus and its leadership to provide residents with a continuum of care that not only caters to the needs of the individuals, but also promotes a strong connection to nature and the outdoors and to the greater Franklin community. The innate beauty of the site is highly valued by all involved in the project, and through maintaining a reduced density across the site as well as allocating the western two-thirds of the property to remain as it exists today in woods and wetlands, Communities of Crocus maintains a fervent commitment to preserving these qualities that the community cherishes and the site will be protected through the following:

- Stormwater run-off from this development will be captured on-site via a combination of green infrastructure practices to meet the requirements set forth by the City of Franklin's Stormwater Management Ordinance.
- Proposed developments within the City of Franklin must also meet the requirements of MMSD Chapter 13, which places additional restrictions on the peak flows and/or volumes of stormwater produced by new developments.
- In meeting the requirements of both MMSD and the City of Franklin Stormwater Management Ordinance, stormwater run-off generated by this site will not exceed that of existing conditions,

ensuring no negative impacts will be caused to the capacity of the existing MMSD ponds nor the existing floodway of the Root River East Branch.

- The design team met with MMSD multiple times, and MMSD is fully aware of the project and saw no issues with the project as proposed. The proposed development respects the MMSD easements and all other easements and restrictions on the site. The developer will be responsible for the restoration of disturbed features within these conservation easements due to the construction activity of this site.
- Any small areas of impact made by this development or its related construction activities to existing wetlands and their surrounding 30-foot buffer will be mitigated at a rate of 1.5x the acreage disturbed, per the requirements set forth in the UDO, Section 15-4.0103.

IV. Phase 1 Buildings.

Phase 1 on the northern parcel of the land will see the construction of six (6) buildings: 4 Care Homes, the Centre, and a Supportive Hub building The Care Homes and Hub are one-story buildings surrounded by landscape and green areas with landscaping buffers to screen views. The building exteriors will be constructed with a blend of masonry (brick) and cement board siding and panels. They will feature a combination of flat and gently sloped roofs meant to recall the mid-century modern architectural style that features homes with lots of windows and daylight, and large roof overhangs that stretch out and stay low to the ground. Individual building descriptions and operational information about each are below:

- Four (4) Care Homes are proposed along the northern edge of the property. Each Care Home consists of a single-story 6,000 SF home that features four one-bedroom apartment units, each with a private kitchen, living area, bedroom and bathroom. The core of each Care Home contains shared living spaces, laundry facilities, a nurses' station, a sensory room, and calming areas and staff offices

  The four Care Homes have a combined maximum of 16 residents, plus each Home will have staff in the Home 24 hours a day. The staff are provided by the residents. The construction cost value of each Care Home is $2,224,000/ Total for 4 Homes is $8,896,000; see attached Cost Estimate by Catalyst Construction.

  The Centre, supplements the Care Homes, by providing space for the residents of the Care Homes to spend time during the day in training, educational, recreational and therapeutic activities. The Centre is a two-story building with a partial basement. The main level has an approximately 19,500 square foot floor plate and is designed for both Care Home residents and the broader autism community to spend the day. The Centre features recreational areas, a therapy pool, and spaces for various therapies including art and music therapy, several life skills training areas and classroom spaces, alongside of administrative offices. The Centre has spaces or zones for recreation, life skills training, therapy, art and music-making, relaxation, and leisure. It is envisioned that the residents will move through the zones over the course of the day with 3-4 residents in each zone at a time. Defined Centre zones include:

  - *Recreation Zone*: this space includes a large open area with a track space for walking and tricycle use, as well as a central area with fitness equipment such as stationary bikes and ellipticals. There is also a separate Jungle Gym Room with an adult size climbing structure, a heated therapy pool with supporting locker rooms, showers, and changing rooms.
  - *Life Skills Training Zone*: this space features a kitchen area used for demonstrating
  - cooking, nutritional classes and, cleaning skills. The kitchen will serve as an eating and learning area and provide an opportunity to decrease health inequities for this population. This area will also include a separate personal care area where individuals can engage in health and hygiene instruction.

- *Art + Music Zone:* this space will feature a large room for art classes with tables for painting, drawing, and sculpture-making, cabinets for art storage, and countertops with double-bowl sinks. The music and media room will feature spaces for musical instruments, as well as shelving for a small library of books. Both rooms can also be used as art and music therapy spaces. *Leisure Zone*: this zone features quiet places to hang-out and relax Spaces will allow for watching movies, playing video games, or just relaxing with friends.
- *Therapy Zone:* this space is dedicated for therapists to hold speech, art, music, or general therapy sessions with the residents.

A smaller second floor of approximately 13,500 SF will initially be left as unfinished space. As money is fundraised, the second level will be built out as a Living Town Activity Center that features small storefront spaces such as a bank, library, coffee shop, printing center that provides adults with autism the life learning experiences of activities such as opening a bank account, checking out a book from the library, and buying snacks at a grocery store. The partial basement below the Centre, at 8,000 SF, is envisioned to provide mechanical spaces, a safe zone/shelter in case of tornado or weather events, and also future program space

The intent is for the Centre to be primarily used by the residents of the Care Homes between the hours of approximately 8 am – 9 pm. The Centre will have a full-time director, and there will be staff in the building whenever the residents are using the Centre.

The cost estimate of the Centre is $8,991,500, see attached full Cost Estimate by Catalyst Construction.

A Supportive Hub is a one-story 18,500 SF building that will be constructed just off of the main entry as you enter the site from 31st Street A part of Phase 1, the Hub will provide caregiver support and resources for residents and their families, along with office space for the Communities of Crocus organization. In addition, the Hub will provide space for community partners with similar missions who would provide life skills and job training opportunities for adults with autism. The Hub also features a large meeting room for training, lectures, and autism family support. The spaces in the Hub will include:

- Communities of Crocus Administrative Offices
- Family Resource Center with books, videos, and other publications and resources. This area will include shelving areas for resources, a reading room, reception area, and a meeting room
- Caregiver Training Suite
- Life Skills Suite including a kitchen and mock-up bathrooms, bedroom, and laundry room for use in Life Skills training classes
- Game Room and Maker Space
- Support and public spaces including lobby, restrooms, sensory rooms, and staff lounge
- Multi-purpose Room for lectures, training, seminars, and events
- Partner Suite 1: a suite for a community partner to lease space that includes offices, meeting area, and open space for program requirements
- Partner Suite 2: a suite for a community partner to lease space that includes offices, meeting area and open space for program requirements.

The intent is for the Hub is to be primarily open during daytime hours of approximately 8 am – 6 pm, with the meeting room being used in the evenings for the occasional lecture, meeting or autism

focused event. There will be staff in the building whenever the building is open.

The cost estimate of the Hub is $5,035,500, see attached full Cost Estimate by Catalyst Construction.

V. Project Phasing.

Future phases will develop the southern parcels and include an apartment building for autistic adults who can live independently with support, as well as duplex ranch-style homes for family members or caregivers of Crocus residents to promote a close-knit in-community support system. Additionally, a future phase will add a community pavilion, which is proposed as an area for gatherings, farmers markets, and other events, many of which will be open to the broader Franklin community. The goal of the project is to provide a holistic approach to housing and support that fosters a sense of purpose and community engagement for individuals with autism and their families.

The project is proposed to be constructed in 3 phases; however, fundraising efforts will impact the timing of how the community will develop and when structures are built. The phases are currently planned as follows:

Phase 1: will be focused on development of the northern parcel (761-9992-002) that will include the following:

- Main entry off of South 31st Street and private street
- Care Homes
- Centre
- Hub
- Parking lot between the Centre and the HUB

Phase 2: will be focused on development of the second parcel (761-9994-005) and will include the following:

- Extension of the private streets
- Apartment Building
- Community Pavilion

Phase 3: will be focused on the development of the southernmost parcels (761-9997-005; 786-9981- 004) and will include the following:

- Extension of the private streets
- Duplex homes (for families and care givers of autistic residents in the community)

VI. Parking + Site Lighting Plan.

Parking. Phase I Parking was calculated using Use/SF of the Phase 1 buildings. The required parking was calculated as follows:

Required Parking per City
Care Homes – 16 stalls including 1 accessible stall
Centre - 77 stalls including 3 Accessible
Hub – 98 Spots including 4 Accessible
Total Required: 191 Stalls

Since all of our Phase 1 Buildings are sharing the same parking areas, we applied a City allowed parking stall reduction of approximately 25% resulting in the parking stalls as shown on the Site Plan and as follows:

Parking Provided using Reduction for Shared Parking
Care Homes – 30 stalls including 4 accessible stalls
Centre/Hub - 108 stalls including 8 Accessible stalls
Total Provided with Reduction for Shared Parking: 138 Stalls including 12 accessible

Lighting Plan.
We understand that the project will need to comply with all City of Franklin lighting requirements as outlined in Division 15-5.0400. For this submission, we are showing our proposed site lighting layout on the Landscape Plan. Our intent is to keep required lighting poles as low as possible and to using full cut-off lighting fixtures along any street or in parking areas. The project will use an exterior lighting control system to ensure that any redundant exterior lighting is turned off as early as possible in the evening. The light fixture layout is shown and called out on the landscape plan and the fixture cutsheet is included on Sheet L220. We are submitting this preliminary lighting plan as a part of the Site Plan Submission and understand that we will need to submit a Final Lighting Plan for City of Franklin review.

COMMUNITIES OF CROCUS
Care Homes and Centre + HUB and Apartments

Franklin, WI
Catalyst Estimate #223553

EXHIBIT "A" - ESTIMATED SCHEDULE OF VALUES
CONCEPTUAL DESIGN BUDGET ESTIMATE

March 27, 2025

ITEM	CONTRACT PACKAGE	BUILDING COSTS - (4) Care Homes	BUILDING COSTS - Centre Building	BUILDING COSTS - Hub Building	BUILDING COSTS - Apartment Building	SITE COSTS	TOTAL BUDGET ESTIMATE
1.0	GENERAL CONDITIONS	$ 411,667	$ 274,187	$ 295,687	$ 567,398	$ -	$ 1,548,939
2.0	PROJECT REQUIREMENTS	$ 187,457	$ 138,069	$ 204,464	$ 378,265	$ -	$ 908,255
3.0	BUILDING PERMITS - ALLOWANCE	$ 18,548	$ 17,430	$ 13,521	In Above	$ -	$ 49,500
4.0	FINAL PROJECT CLEANING	$ 13,940	$ 10,140	$ 6,274	In Above	$ -	$ 30,355
5.0	SURVEY & LAYOUT - ALLOWANCE	$ 9,422	$ 5,578	$ 12,000	In Above	$ -	$ 27,000
6.0	MATERIAL TESTING - ALLOWANCE	$ 18,844	$ 11,156	$ 16,000	In Above	$ -	$ 46,000
7.0	TRAVEL COSTS - ALLOWANCE	$ -	$ -	$ -	$ -	$ -	$ -
8.0	WINTER CONDITIONS - ALLOWANCE	$ 31,406	$ 18,594	$ 40,000	$ -	$ -	$ 90,000
9.0	TEMPORARY UTILITIES USAGE - ALLOWANCE	$ 27,638	$ 18,408	$ 24,200	$ -	$ -	$ 70,245
10.0	ADDITIONAL CONSTRUCTION ALLOWANCES	$ -	$ -	$ -	$ -	$ -	$ -
11.0	SELECTIVE DEMOLITION	$ -	$ -	$ -	$ -	$ -	$ -
12.0	BUILDING & STRUCTURAL CONCRETE	$ 499,550	$ 473,790	$ 270,461	$ 564,438	$ -	$ 1,808,238
13.0	PRECAST CONCRETE	$ -	$ -	$ -	$ 650,000	$ -	$ 650,000
14.0	GYPSUM CEMENT UNDERLAYMENT	$ -	$ -	$ -	$ 71,250	$ -	$ 71,250
15.0	POLISHED & SEALED CONCRETE	$ -	$ -	$ -	$ -	$ -	$ -
16.0	MASONRY	$ 434,620	$ 356,810	$ 146,377	$ 730,829	$ -	$ 1,668,636
17.0	STRUCTURAL & MISCELLANEOUS STEEL	$ 112,520	$ 1,282,730	$ 518,730	$ 219,500	$ -	$ 2,133,480
18.0	ROUGH CARPENTRY - LABOR & SUPPLY	$ 858,879	$ 57,152	$ 47,522	$ 1,287,500	$ -	$ 2,251,053
19.0	FINISH CARPENTRY - LABOR ONLY	$ 169,755	$ 82,649	$ 54,856	$ 133,120	$ -	$ 440,380
20.0	ARCHITECTURAL WOODWORK	$ 255,330	$ 110,650	$ 54,932	$ 292,700	$ -	$ 713,612
21.0	THERMAL PROTECTION	$ 97,580	$ 62,129	$ 23,529	$ 177,077	$ -	$ 360,315
22.0	DAMPPROOFING & WEATHER BARRIERS	$ 70,440	$ 98,116	$ 65,717	$ 99,919	$ -	$ 334,191
23.0	EXTERIOR INSULATION & FINISH SYSTEM (EIFS)	$ -	$ -	$ -	$ -	$ -	$ -
24.0	ROOFING AND SHEET METAL	$ 782,973	$ 577,393	$ 397,467	$ 399,000	$ -	$ 2,156,833
25.0	SIDING & WALL PANEL SYSTEMS	$ 279,844	$ 157,975	$ 144,073	$ 788,863	$ -	$ 1,370,754
26.0	JOINT SEALANTS & FIRESTOPPING	$ 16,728	$ 24,851	$ 9,412	$ 37,500	$ -	$ 88,491
27.0	DOORS / FRAMES / HARDWARE	$ 230,705	$ 101,700	$ 68,650	$ 176,000	$ -	$ 577,055
28.0	OVERHEAD COILING DOORS / GARAGE DOORS / SHUTTERS	$ -	$ -	$ -	$ 37,500	$ -	$ 37,500
29.0	ENTRANCES, STOREFRONTS, GLASS & GLAZING	$ 505,440	$ 1,028,620	$ 519,853	$ 92,182	$ -	$ 2,146,094
30.0	WINDOWS	$ 334,180	$ 113,883	$ -	$ 474,483	$ -	$ 922,546
31.0	STEEL STUD & DRYWALL SYSTEMS	$ 385,134	$ 451,324	$ 346,872	$ 576,000	$ -	$ 1,759,330
32.0	CARPETING, RESILIENT FLOORING & HARD TILE	$ 322,052	$ 208,671	$ 140,161	$ 294,250	$ -	$ 965,134
33.0	WOOD FLOORING	$ -	$ -	$ -	$ -	$ -	$ -
34.0	ACOUSTICAL TREATMENTS	$ -	$ 70,870	$ 78,430	$ -	$ -	$ 149,300
35.0	PAINTING, STAINING & WALLCOVERINGS	$ 202,349	$ 69,580	$ 56,038	$ 154,000	$ -	$ 481,968
36.0	BATHROOM ACCESSORIES & SPECIALTIES	$ 17,753	$ 13,874	$ 15,762	$ 60,350	$ -	$ 107,739
37.0	METAL LOCKERS	$ -	$ 13,785	$ -	$ -	$ -	$ 13,785
38.0	OPERABLE PARTITIONS	$ -	$ -	$ -	$ -	$ -	$ -
39.0	FIREPLACES	$ -	$ -	$ 15,000	$ -	$ -	$ 15,000
40.0	ATHLETIC / SPORTING EQUIPMENT	$ -	$ -	$ -	$ -	$ -	$ -
41.0	RESIDENTIAL APPLIANCES	$ 115,000	$ 10,000	$ 10,000	$ 144,000	$ -	$ 279,000
42.0	FOOD SERVICE EQUIPMENT	$ -	$ -	$ -	$ -	$ -	$ -
43.0	WINDOW TREATMENTS	$ 52,832	$ 61,973	$ 24,958	$ 88,817	$ -	$ 228,579
44.0	SWIMMING POOL	$ -	$ 150,000	$ -	$ -	$ -	$ 150,000
45.0	CONVEYING SYSTEMS	$ -	$ -	$ -	$ 129,500	$ -	$ 129,500
46.0	FIRE PROTECTION	$ 97,580	$ 144,967	$ 54,901	$ 216,450	$ -	$ 513,898
47.0	PLUMBING	$ 313,528	$ 302,540	$ 152,052	$ 388,200	$ -	$ 1,156,320
48.0	HVAC	$ 447,220	$ 803,559	$ 361,712	$ 404,000	$ -	$ 2,016,490
49.0	ELECTRICAL	$ 511,714	$ 578,791	$ 270,682	$ 469,000	$ 50,000	$ 1,880,187
50.0	DATA / TELECOM / LOW VOLTAGE	$ 153,340	$ 97,055	$ 78,430	$ 37,500	$ -	$ 366,325
51.0	EARTHWORK	$ 130,434	$ 154,566	$ 55,468	$ 225,000	$ 390,829	$ 956,297
52.0	DEWATERING - ALLOWANCE	$ -	$ 50,000	$ -	$ -	$ -	$ 50,000
53.0	EARTH RETENTION	$ -	$ -	$ -	$ -	$ -	$ -
54.0	ASPHALT PAVING	$ -	$ -	$ -	$ -	$ 242,481	$ 242,481
55.0	SITE CONCRETE	$ -	$ -	$ -	$ -	$ 98,543	$ 98,543
56.0	FENCING	$ -	$ -	$ -	$ -	$ 61,635	$ 61,635
57.0	LANDSCAPING & ARTIFICIAL TURF	$ -	$ -	$ -	$ 25,000	$ 351,755	$ 376,755
58.0	SITE UTILITIES	$ -	$ -	$ -	$ 12,700	$ 200,000	$ 212,700
59.0	UNDERGROUND STORMWATER CONTAINMENT SYSTEM	$ -	$ -	$ -		$ 300,000	$ 300,000
	CONSTRUCTION SUBTOTAL	**$ 8,116,402**	**$ 8,203,565**	**$ 4,594,188**	**$ 10,402,288**	**$ 1,695,243**	**$ 33,011,687**
	ESCALATION & SUPPLY CHAIN ISSUES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	CONTINGENCY	**$ 405,820**	**$ 410,178**	**$ 229,709**	**$ 520,114**	**$ 84,762**	**$ 1,650,584**
	PAYMENT & PERFORMANCE BONDS	**NIC**	**NIC**	**NIC**	**NIC**	**NIC**	**NIC**
	BUILDER'S RISK INSURANCE	**By Owner**	**By Owner**	**By Owner**	**By Owner**	**By Owner**	**By Owner**
	INSURANCE	**$ 93,744**	**$ 94,751**	**$ 53,063**	**$ 120,146**	**$ 19,580**	**$ 381,285**
	CONSTRUCTION FEE	**$ 280,019**	**$ 283,026**	**$ 158,501**	**$ 358,883**	**$ 58,487**	**$ 1,138,916**
	CONSTRUCTION TOTAL	**$ 8,895,986**	**$ 8,991,521**	**$ 5,035,461**	**$ 11,401,432**	**$ 1,858,071**	**$ 36,182,471**

VIEW OF COMMUNITIES OF CROCUS FROM ENTRY OFF OF 31ST STREET

HGA

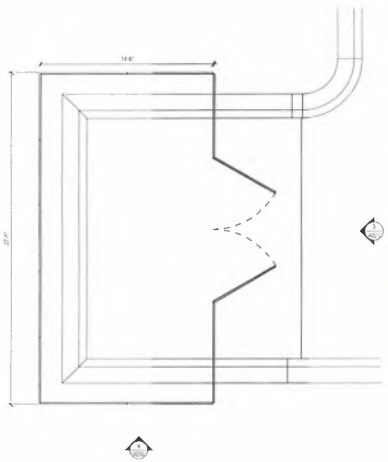
333 East Erie Street
Milwaukee, Wisconsin 53202
Telephone 414 278 8200

COMMUNITIES OF CROCUS

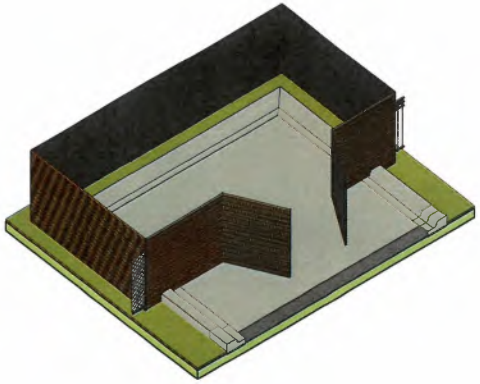
7521 S 31st ST
FRANKLIN, WI 53132

3D RENDERS

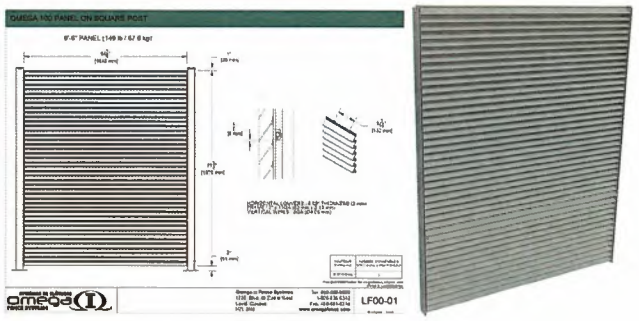
A000



1 DUMPSTER ENCLOSURE PLAN

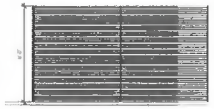


2 DUMPSTER ENCLOSURE 3D



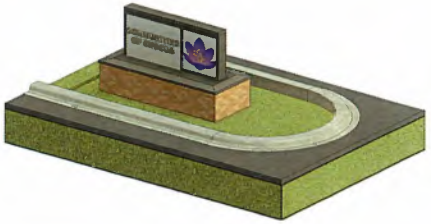
5A DUMPSTER ENCLOSURE SCREEN DESIGN INTENT

3 DUMPSTER ENCLOSURE ELEVATION A

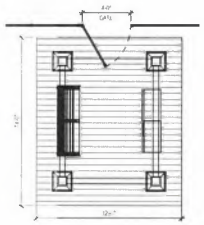


4 DUMPSTER ENCLOSURE ELEVATION B

6 MONUMENT SIGNAGE PLAN

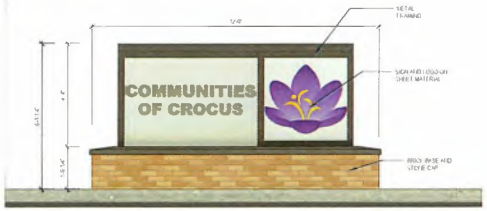


7 MONUMENT SIGNAGE 3D

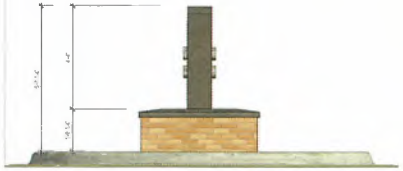


10 MAILBOX SHED PLAN

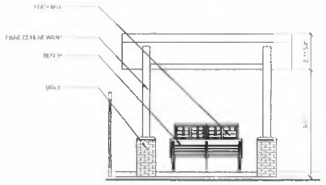
11 MAILBOX SHED 3D VIEW



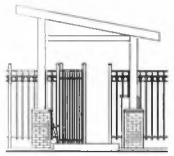
8 MONUMENT SIGNANGE FRONT ELEVATION



9 MONUMENT SIGNANGE SIDE ELEVATION



12 MAILBOX SHED ELEVATION A



13 MAILBOX SHED ELEVATION B

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CIVIL ENGINEER

LANDSCAPE ARCHITECT

COMMUNITIES OF CROCUS - CENTRE AT CARE

7521 S 31st ST
FRANKLIN, WI 53132

TAG	DESCRIPTION	DATE

SITE ELEVATIONS

DATE

SITE PLAN REVIEW SUBMITTAL

A020

1 FLOOR PLAN - LEVEL 01

GENERAL NOTES - FLOOR PLAN

CONSTRUCTION PLAN LEGEND

SEE SITE PLAN FOR BUILDING LOCATION

HGA

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COMMUNITIES OF CROCUS - CARE AT CROCUS

7521 S 31st ST
FRANKLIN, WI 53132

NOT FOR CONSTRUCTION

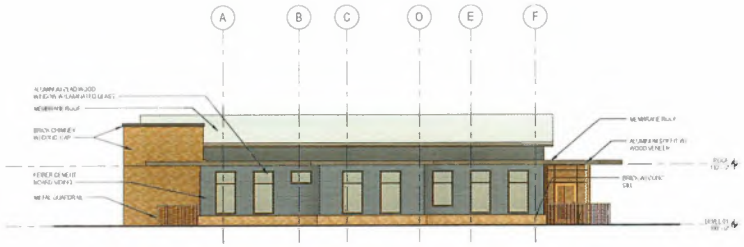
No.	Description	Date

FLOOR PLAN - LEVEL 01

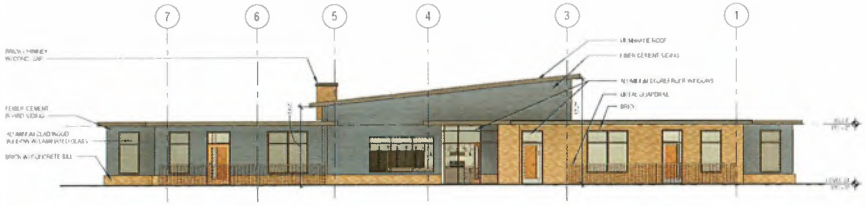
A201

GENERAL NOTES - EXTERIOR ELEVATIONS

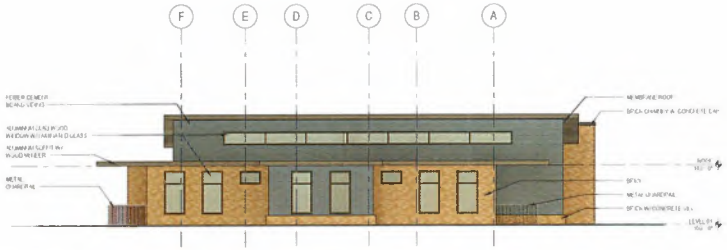
- ELEVATIONS: [illegible]



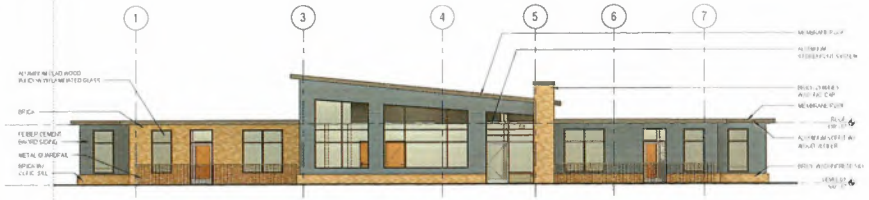
1 EAST ELEVATION



2 NORTH ELEVATION



3 WEST ELEVATION



4 SOUTH ELEVATION

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COMMUNITIES OF CROCUS - CARE AT CROCUS

7521 S 31st ST
FRANKLIN, WI 53132

NOT FOR CONSTRUCTION

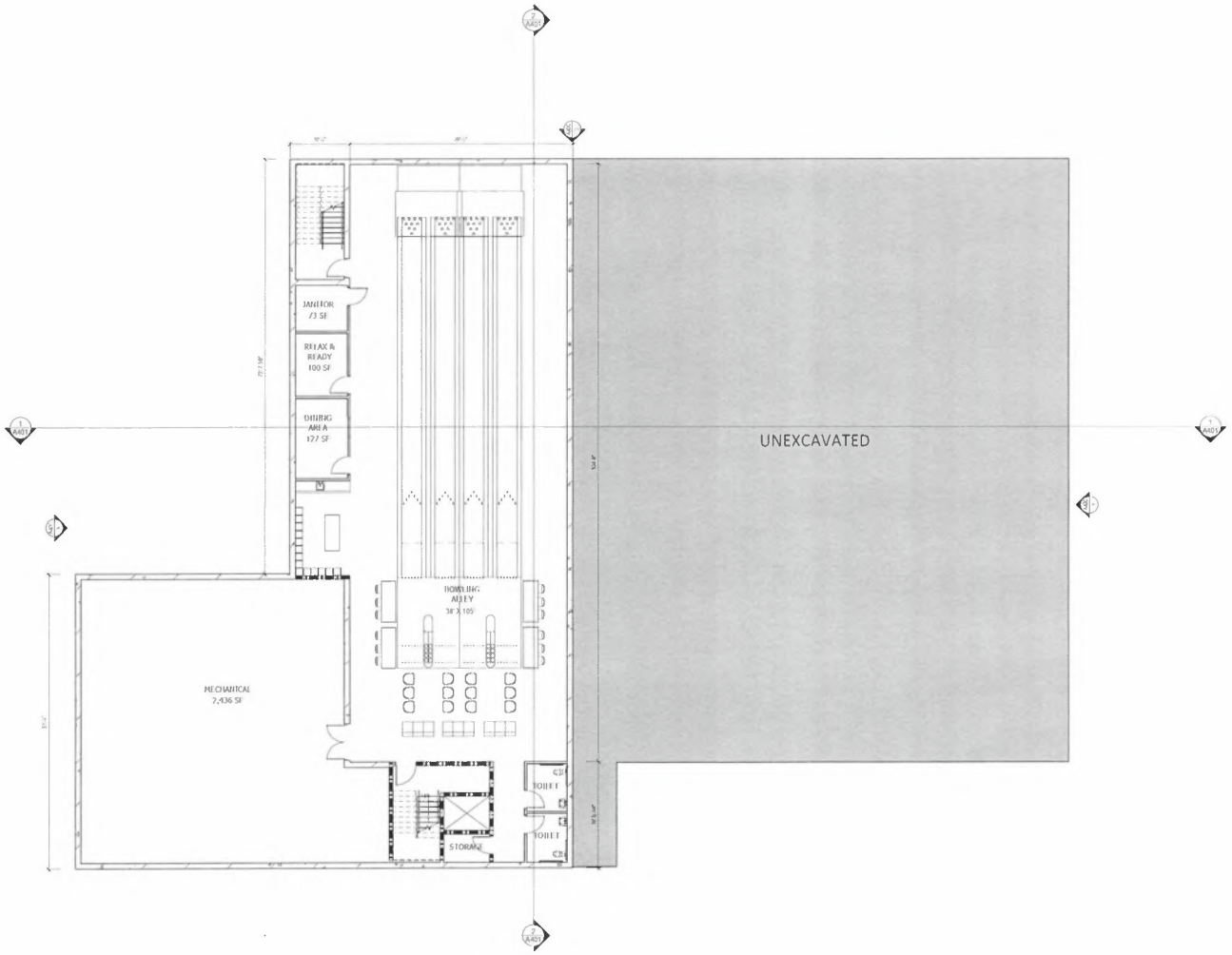
No.	Description	Date

EXTERIOR ELEVATIONS

A400

GENERAL NOTES - FLOOR PLAN

CONSTRUCTION PLAN LEGEND



1 FLOOR PLAN - LOWER LEVEL
1/8" = 1'-0"

HGA
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COMMUNITIES OF CROCUS - CENTRE AT CARE

7521 S 31st ST
FRANKLIN, WI 53132

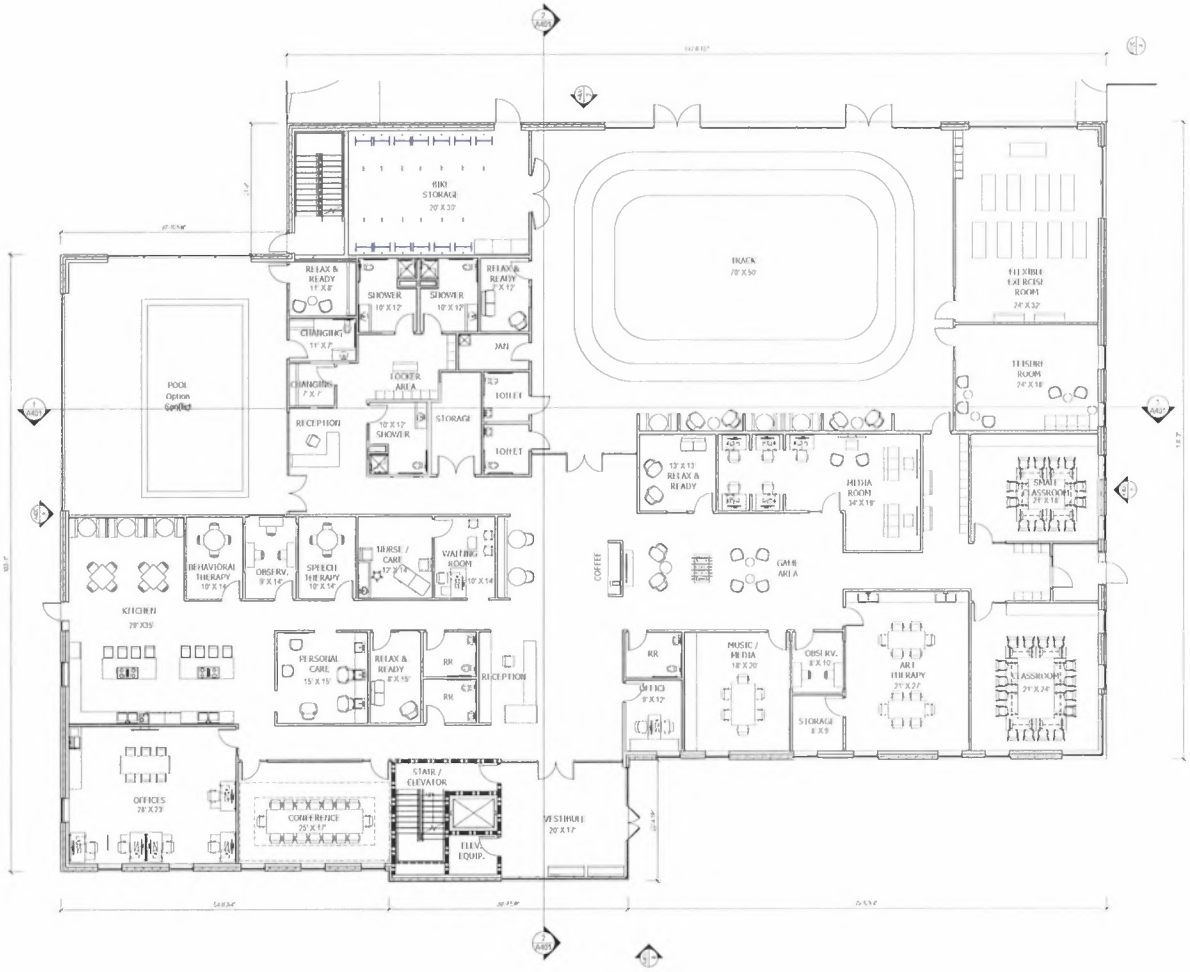
No.	DESCRIPTION	DATE

FLOOR PLAN - LOWER LEVEL

A200

GENERAL NOTES - FLOOR PLAN

CONSTRUCTION PLAN LEGEND



1 FLOOR PLAN - LEVEL 01

HGA

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COMMUNITIES OF CROCUS - CENTRE AT CARE

7521 S 31st ST
FRANKLIN, WI 53132

	DESCRIPTION	DATE

FLOOR PLAN - LEVEL 01

A201

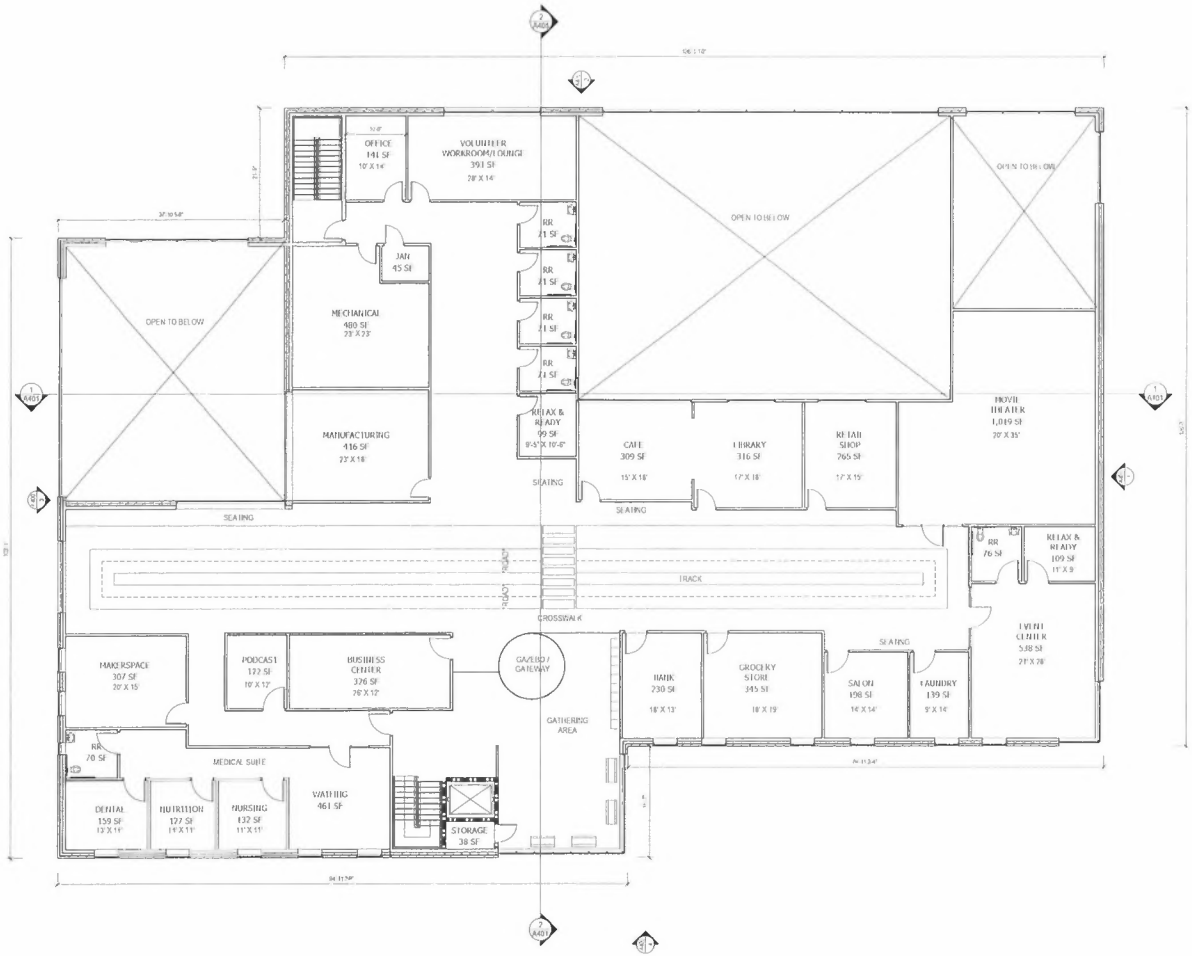
GENERAL NOTES - FLOOR PLAN

[illegible]

CONSTRUCTION PLAN LEGEND

SEE NOTES IN NOTES GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS

EXISTING TO REMAIN	
TO BE DEMOLISHED	
NEW CONSTRUCTION	



1 FLOOR PLAN - LEVEL 02

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COMMUNITIES OF CROCUS - CENTRE AT CARE

7521 S 31st ST
FRANKLIN, WI 53132

NO.	DESCRIPTION	DATE

FLOOR PLAN - LEVEL 02

DATE JULY 18, 2025

MILP PLAN REVIEW SUBMITTAL

A202

GENERAL NOTES - EXTERIOR ELEVATIONS

1 EAST ELEVATION

2 NORTH ELEVATION

3 WEST ELEVATION

4 SOUTH ELEVATION

HGA

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CIVIL ENGINEER

LANDSCAPE ARCHITECT

COMMUNITIES OF CROCUS - CENTRE AT CARE

7521 S 31st ST
FRANKLIN, WI 53132

COMMUNITIES OF CROCUS

No.	DESCRIPTION	DATE

OVERALL EXTERIOR ELEVATIONS

DATE JULY 18 2025

SITE PLAN REVIEW SUBMITTAL

A400

GENERAL NOTES - FLOOR PLAN

A. [illegible]
B. [illegible]
C. [illegible]
D. [illegible]
E. [illegible]
F. [illegible]
G. [illegible]
H. [illegible]
I. [illegible]
J. [illegible]
K. [illegible]

CONSTRUCTION PLAN LEGEND

SEE GENERAL NOTES, FIRE RATING, AND SYMBOLS

[illegible]	
[illegible]	
[illegible]	

ASSEMBLY RATING

5	5 HOUR	
4	4 HOUR RATED	
3	3 HOUR RATED	
2	2 HOUR RATED	
1	1 HOUR RATED	

TYPE OF ASSEMBLY

W	WALL	SB	SMOKE BARRIER
B	WALL BARRIER	DP	DRINK FOUNTAIN
P	WALL PARTIAL	ST	RESISTANCE OF SMOKE
E	EXISTING MATERIALS		

DETAIL
SEE DOOR SCHEDULE AND DETAILS FOR ADDITIONAL INFORMATION

KEYNOTE
SEE KEYNOTES FOR ADDITIONAL INFORMATION

AREA OF WORK
SEE PLAN SHEET FOR ADDITIONAL INFORMATION

TACTILE EXIT SIGNAGE

KEYNOTES

1. [illegible]

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Telephone 414 278 8200

DRAWN BY: [illegible]
LANDSCAPE ARCHITECT

COMMUNITIES OF CROCUS - SUPPORTIVE HUB

7521 S 31st ST
FRANKLIN, WI 53132

1 FLOOR PLAN - LEVEL 1
1/8" = 1'-0"

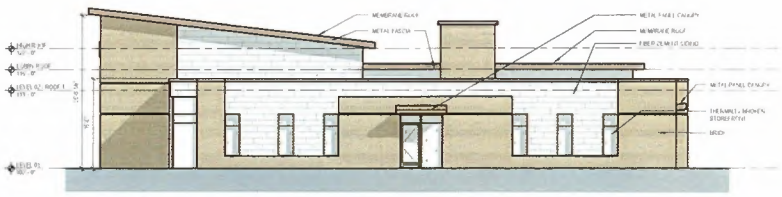
NO.	DESCRIPTION	DATE

FLOOR PLAN - LEVEL 01

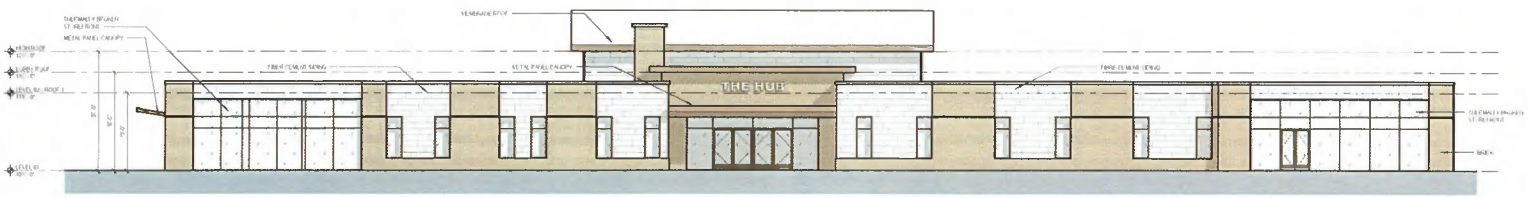
DATE: [illegible]
SET: PLAN REVIEW SUBMITTAL

A201

1 EAST ELEVATION
1/8" = 1'-0"



2 NORTH ELEVATION
1/8" = 1'-0"



3 WEST ELEVATION
1/8" = 1'-0"

4 SOUTH ELEVATION
1/8" = 1'-0"

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CIVIL ENGINEER
LANDSCAPE ARCHITECT

COMMUNITIES OF CROCUS - SUPPORTIVE HUB

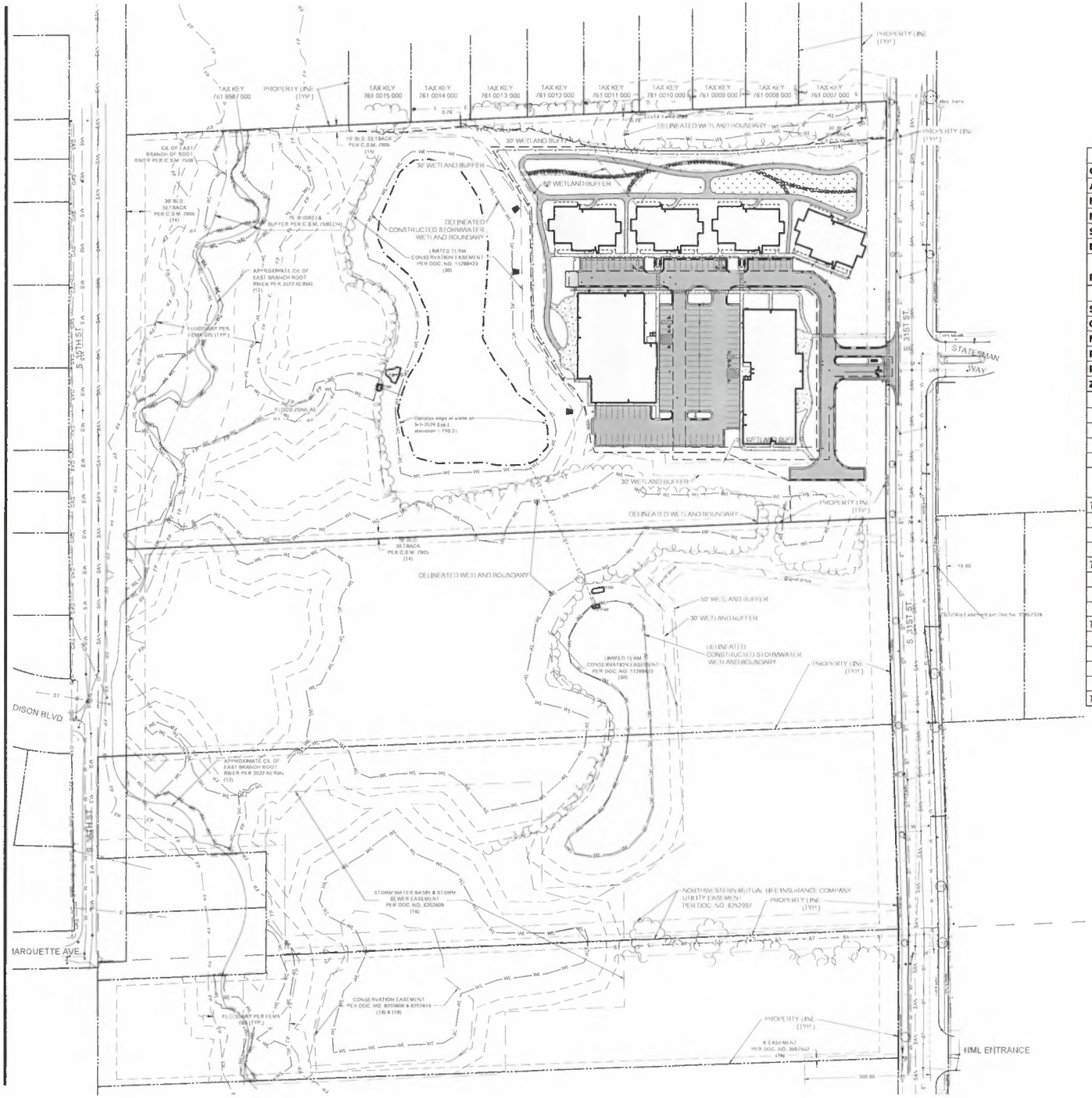
7521 S 31st ST
FRANKLIN, WI 53132

No.	Description	Date

ARCHITECTURAL ELEVATIONS

SITE PLAN REVIEW SUBMITTAL

A400



Owner Information	
Owner	Communities of Crocus
Authorized Rep.	Amy Hansel
Mailing Address	P.O. Box 580165
Municipality	Pleasant Prairie
State	Wisconsin
Email	amy.hansel@communitiesofcrocus.org
Phone	864-593-2457

Site Information	
State	Wisconsin
County	Milwaukee
Municipality	City of Franklin
Parcel Address	7521 South 31st Street
Parcel Number	761 9992 002
Zoning	B-MU (South 27th Street Mixed

Site Statistics		
	Area (SF)	**Area (AC)**
Total Parcel Area	803,949	18.46

Existing Condition Surface Coverage		
	Area (SF)	**% of Total Parcel Area**
Total Impervious Area	7,326	0.91%
Buildings	0	0.00%
Pavement	0	0.00%
Gravel	7,326	0.91%
Total Pervious Area	796,623	99.09%

Proposed Condition Surface Coverage		
	Area (SF)	**% of Total Parcel Area**
Total Impervious Area	163,999	20.40%
Buildings	63,489	7.90%
Pavement	89,043	11.08%
Gravel	2,883	0.36%
Play surfacing	8,584	1.07%
Total Pervious Area	639,950	79.60%

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COMMUNITIES OF CROCUS - PHASE 1 SITE PLAN

7521 S 31st ST
FRANKLIN, WI 53132

NOT FOR CONSTRUCTION

OVERALL SITE PLAN

C300

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/3/2026
REPORTS & RECOMMENDATIONS	**Professional Services Agreement with MCPR Marketing LLC Technical Contract Correction (Remove Insurance Provision).**	**ITEM NUMBER** G.6. **District # Citywide**

BACKGROUND
This item corrects an oversight in the standard agreement template. The insurance requirements section was inadvertently included in the MCPR professional services agreement; the City has not required insurance for these public relations/communications services since they began in 2023. This correction keeps the 2026 agreement consistent with prior practice and Council's prior approval and does not change scope, term, or cost. Given the administrative nature of this correction, Administration requests that it be placed on the Consent Agenda, if applicable.

FISCAL IMPACT
No fiscal impact. This technical revision **does not change** the not-to-exceed contract amount, monthly billing structure, or the scope of services previously approved.

STAFF RECOMMENDATION
Approve the technical revision to remove the insurance provision from the MCPR agreement, consistent with prior-year practice, and authorize execution of the corrected agreement.

REQUESTED COUNCIL ACTION

Motion to approve a technical revision to the Professional Services Agreement with MCPR Marketing LLC (Mary Christine) to remove the insurance provision (template oversight), consistent with prior-year practice, and authorize the Mayor, City Clerk, and Director of Finance/Treasurer to execute the revised agreement, approved as to form by the City Attorney.

DOA – KH

AGREEMENT

This AGREEMENT is made and entered into this 21st day of January 2026, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Mary Christine (hereinafter "CONTRACTOR"), whose principal place of business is MCPR Marketing LLC.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide public relations/communication.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A. CONTRACTOR shall provide services to CLIENT for 12-months, as described in CONTRACTOR's proposal to CLIENT dated January 1, 2026, annexed hereto and incorporated herein as Attachment A.

B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT, following approval by CLIENT.

C. CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of $25,000, subject to the terms detailed below:

A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of the invoice date for all approved work.

B. Total price will not exceed the budget of $2,083. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.

C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.

D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

A. Kelly Hersh, Director of Administration, will coordinate the work of the CONTRACTOR and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

B. CLIENT will timely provide CONTRACTOR with all available information concerning the PROJECT as deemed necessary by CONTRACTOR.

C. CONTRACTOR, Mary Christine, shall provide all contracted services. Substitution of other staff may occur only with the CLIENT's consent.

V. TERMINATION

A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days' written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to the CLIENT, whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.

C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality, CLIENT, or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality, CLIENT, or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately, having received a Notice to Proceed as of January 20, 2026.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

A. Professionalism. The same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as may be required by law.

B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County, or Local.

C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval are required for the CONTRACTOR to continue to perform work under this Agreement.

D. This AGREEMENT may only be amended by a written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: **John R. Nelson**

TITLE: **Mayor**

BY: _____

PRINT NAME: **Shirley J. Roberts**

TITLE: **City Clerk**

DATE: _____

BY: _____

PRINT NAME: **Danielle L. Brown**

TITLE: **Director of Finance and Treasurer**

DATE: _____

Approved as to form:

_____

Jesse A. Wesolowski, City Attorney

DATE: _____

MCPR MARKETING LLC

BY: _____

PRINT NAME: **Mary Christine**

TITLE: **Owner**

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/20/2025
REPORTS & RECOMMENDATIONS	AUTHORIZATION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND MCPR MARKETING LLC (MARY CHRISTINE) FOR 2026 COMMUNICATIONS SERVICES, INCLUDING THE ATTACHED 2026 COMMUNICATIONS PLAN, IN AN AMOUNT NOT TO EXCEED $25,000, AND AUTHORIZE EXECUTION OF THE AGREEMENT.	ITEM NUMBER District # Citywide

BACKGROUND

The City's 2026 Communications Plan is intended to strengthen and professionalize City communications, including proactive community messaging, internal employee communications, media relations, brand consistency, and improved readiness for emergency communications.

The City maintains an Emergency Operations Plan (EOP) that includes crisis/risk communications components. In practice, those components can be difficult to quickly locate and apply during time-sensitive incidents. As refined, the 2026 Communications Plan includes development of an updated, abbreviated crisis communications approach that bridges the City's existing EOP and departmental emergency plans into a usable, practical emergency communications playbook for real-time application, including coordination with the Franklin Police Department, Franklin Fire Department, and other divisions with plans in place.

The attached agreement incorporates the contractor's proposal/plan dated January 1, 2026, as Attachment A (2026 Communications Plan).

FISCAL IMPACT

The agreement is not-to-exceed $25,000 for 2026, billed monthly (not-to-exceed $2,083/month), subject to invoice review and payment terms.

Finance has prepared the necessary budget amendment to support this item, which will be voted on immediately following this item.

KEY CONTRACT TERMS (SUMMARY)

- **Scope:** Communications services consistent with the **2026 Communications Plan (Attachment A).**
- **Compensation:** Monthly invoicing with hours/type of work and monthly reporting; **NTE $2,083/month, NTE $25,000 total.**
- **Change management:** Changes to scope/cost require a written change request and authorization.

IMPLEMENTATION NOTE

If approved, Administration will coordinate scope execution, invoice review, and monthly reporting. The contractor's emergency/crisis communications work will be completed in a manner that bridges and operationalizes the City's existing EOP and departmental emergency plans by producing a clear, usable emergency communications "bridge" version and related tools for rapid execution, including digital-channel guidance and prepared messaging.

KEY PLAN ELEMENTS
The 2026 Communications Plan includes strategies for communications outreach (internal/external), media relations, brand consistency, and key messaging/fact sheets, social media protocol and content development, and crisis communications, bridging the City's existing plans into a usable emergency communications approach. The plan also includes supplemental information provided in response to an alder request regarding peer municipality communications, staffing models, and examples of municipal social media pages.

STAFF RECOMMENDATION
Approve the Professional Services Agreement with MCPR Marketing LLC for 2026 communications services, inclusive of the 2026 Communications Plan (Attachment A), in an amount not-to-exceed $25,000, and authorize the Mayor, Clerk, and Treasurer/Director of Finance to execute the agreement (approved as to form by the City Attorney).

REQUESTED COUNCIL ACTION

Motion to approve the Professional Services Agreement between the City of Franklin and MCPR Marketing LLC (Mary Christine) for 2026 communications services, inclusive of the 2026 Communications Plan (Attachment A), in an amount not-to-exceed $25,000, and authorize the Mayor, City Clerk, and Director of Finance/Treasurer to execute the agreement, approved as to form by the City Attorney.

DOA – KH

AGREEMENT

This AGREEMENT is made and entered into this _9__ day of January, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Mary Christine (hereinafter "CONTRACTOR"), whose principal place of business is MCPR Marketing LLC.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Communication and Marketing services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A. CONTRACTOR shall provide services to CLIENT for communication and marketing services, as described in CONTRACTOR's proposal to CLIENT dated January 1, 2026, annexed hereto and incorporated herein as Attachment A.

B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT, following approval by CLIENT.

C. CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates,] [with a not-to-exceed budget of $2,083 per month, subject to the terms detailed below:

A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of the invoice date for all approved work.

B. Total price will not exceed the budget of $25,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.

C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.

D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

A. _____ will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

B. CLIENT will timely provide CONTRACTOR with all available information concerning the PROJECT as deemed necessary by CONTRACTOR.

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

V. TERMINATION

A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days' written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to the CLIENT, whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.

C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

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

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

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days' prior notice to CLIENT, and naming CLIENT as an additional insured as required above.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality, CLIENT, or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality, CLIENT, or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

IX. DISPUTES

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XI. MISCELLANEOUS PROVISIONS

A. Professionalism. The same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as may be required by law.

B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth Within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County, or Local.

C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval are required for the CONTRACTOR to continue to perform work under this Agreement.

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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: John R. Nelson

TITLE: Mayor

DATE: _____

BY: _____

PRINT NAME: Mary Christine

TITLE: Owner MCPR Marketing LLC

DATE: _____

BY: _____

PRINT NAME: Danielle L. Brown

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

DATE: _____

Approved as to form:

_____

Jesse A. Wesolowski, City Attorney

DATE: _____

Franklin
WISCONSIN

MCPR

City of Franklin 2026 MCPR Communications Plan and Recommendations
January 1, 2026

Document Overview:
Because the City of Franklin has never utilized communication services to promote the positive activities that are taking place, this Communications Plan has been created to present a glimpse of services that could be utilized to:

- Raise the awareness of the city
- Inform and educate the public about the activities taking place
- Share and update information with employees
- Create a cohesive brand for the city
- Preparation in case of a crisis

Executive Summary:
Franklin has become one of the most recognized cities in Southeastern Wisconsin. Why? Because in the past year alone, there has been a boom in new businesses that are now calling Franklin home. With a population of just over 36,000, the city has an exceptional quality of life that finds its way throughout the residential and business communities. A well-rounded communications plan will tell the positive story of the incredible housing, recreational, employment, and family-focused opportunities the great city has to offer.

Target Audiences:

- Residents
    - Current and potential
- Local businesses and investors
- Elected officials
- City employees

Goals & Objectives:
It is so important to collaborate with the elected officials to create common goals and objectives that are not only marketing-focused, such as increased community engagement on a City Hall Facebook page, but revenue generators such as attracting new businesses and boosting tourism. Once created, marketing tools (*see Marketing Channels*) and messaging will be developed to support the initiatives.

Key Messages:
Key messaging is part of cohesive brand campaign, and created for the core themes that reflect the municipality's identity such as:

-more-

- Top ranked school system
- Recreational areas
- 4,000 acres of parks
- Annual business growth
- So much more

The key messaging would be created and shared internally so everyone was using the same information and language to both sell and promote the city.

Strategies:

The following strategies are part of a well-rounded communications plan.

- Communications outreach – internal and external – to announce updates, changes, special events, etc.
  - Residents
  - Elected officials and city hall employees
- Media relations – ***included in current monthly retainer***
  - Proactive media outreach – send news releases and media alerts for special announcements and events
  - Reactive - respond to calls from the media
- Brand campaign
  - Review/create current internal marketing materials such as PowerPoint template, to make sure brand consistency is being utilized
  - Develop key messaging and fact sheet(s) to make sure elected officials and city hall employees are using the most up to date information
- Social media – ***an abbreviated version is included in the current monthly retainer***
  - Create a social media protocol for management of all social channels
  - Create a Franklin City Hall Facebook page that would work as a funnel for all departments and activities happening in the city
  - Consistent creation of content and graphics
  - Develop an image and video library
  - Share content with person managing the City of Franklin's website
- Crisis Communication
  - Develop an updated and abbreviated version of the current crisis communication plan, and include a "usage bridge" version with FPD, FHD and other divisions that have plans in place. Topics and actions would include:
    - Create a crisis management team call list with contact information
    - Ways to assess the situation
    - How to manage your digital channels
    - Crucial elements of messaging and response
    - Designated spokesperson(s)
    - Media training as needed
    - Internal and external prepared statements
    - Importance of recapping how the situation was managed and how it could have gone better
    - Review plan with key team members

Franklin
WISCONSIN

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Below is a follow-up to Alderman Jason Craig's request regarding how many municipalities have an in-house marketing and communications person. This information was originally sent to the Alders via email on Monday, November 10.

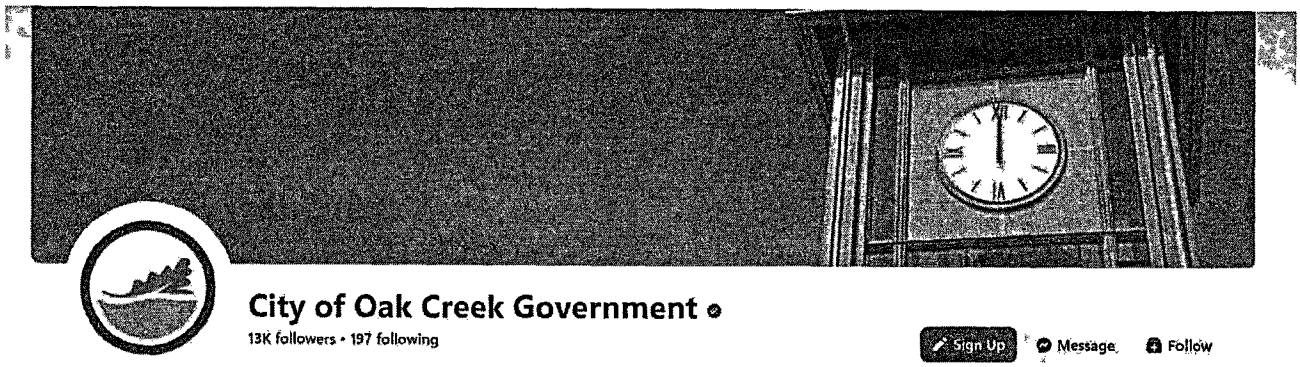
City	Population	Marcom Staff	Website
Franklin	36,700	0	https://www.franklinwi.gov/
Muskego	25,924	0	https://www.muskego.wi.gov/
New Berlin	40,384	2-4	https://www.newberlinwi.gov/
Greenfield	37,232	1	https://www.ci.greenfield.wi.us/
Wauwatosa	48,794	2+	https://www.wauwatosa.net/
Mequon	25,329	1	https://www.cityofmequonwi.gov/
Brookfield	41,268	1	https://www.ci.brookfield.wi.us/
South Milwaukee	20,233	1	https://www.southmilwaukee.gov/
Caledonia	25,240	0	https://caledonia-wi.gov/
Sun Prairie	39,253	1	https://www.cityofsunprairie.com/
Oak Creek	36,674	7	https://www.oakcreekwi.gov/

+ In addition to two full-time employees, Wauwatosa has an outside PR firm to help with special events

Franklin WISCONSIN

MCR

Examples of Other Municipalities Facebook Pages



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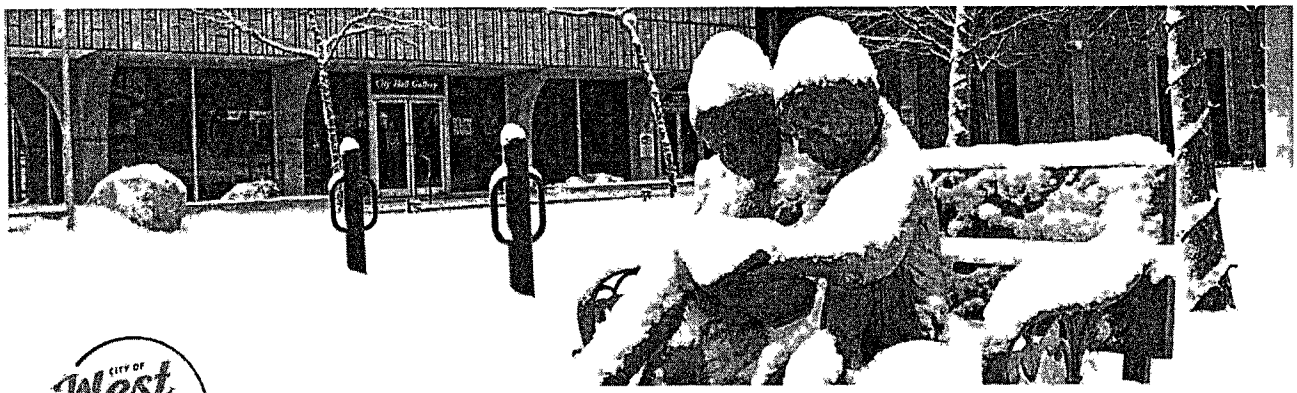

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Intro

Amazing businesses. Wonderful people. Proudly sharing West Allis with the world!

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WEST ALLIS, CITY OF
is responsible for this Page

Facebook

City of West Allis, WI Government

communications@westalliswi.gov

westalliswi.gov

Closed now

Photos

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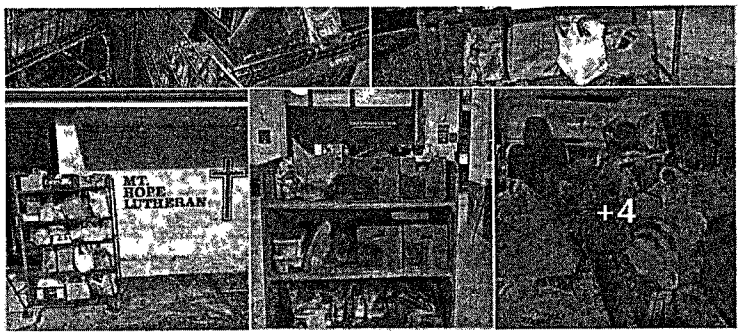
City of West Allis, WI Government
Yesterday at 4:36 PM

Our 2025 Community Food Drive has officially wrapped up, and once again, the West Allis community has demonstrated its generosity and compassion for those in need. Thro... See more

City of West Allis, WI Government



59 | 1 comment 5 shares

Like | Comment | Share

Julie Barkow-Peck
Thank you on behalf of Mother of Perpetual Help-SVDP food pantry. We are one of the lucky recipients and this helps more than you know!

15h Like Reply

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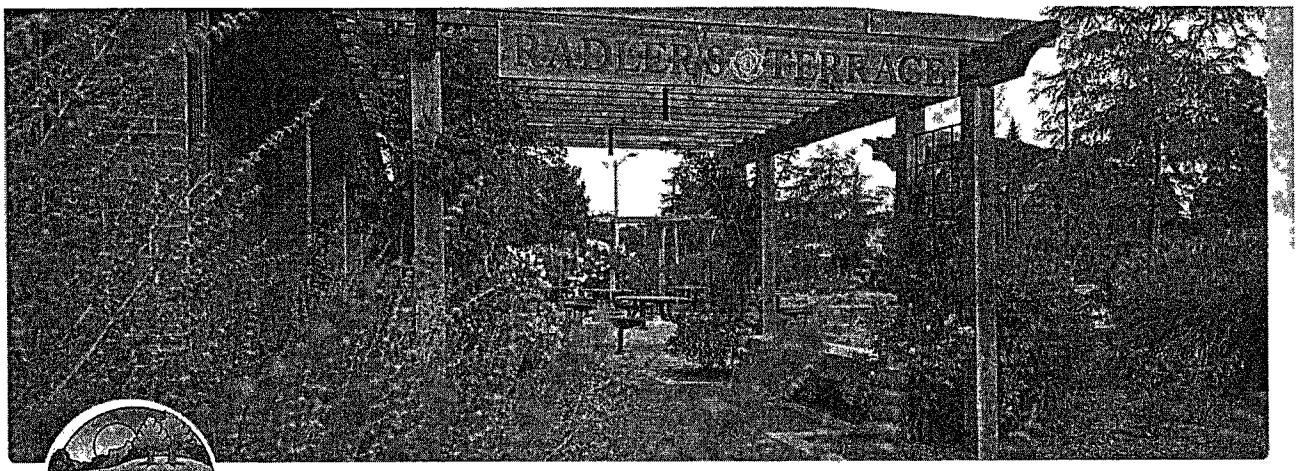

Greenfield, Wisconsin

766 followers • 4 following

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Intro

Incorporated in 1957, the City of Greenfield, WI is a community of nearly 40,000 residents located in the greater Milwaukee area.

ırch Facebook

Greenfield, Wisconsin

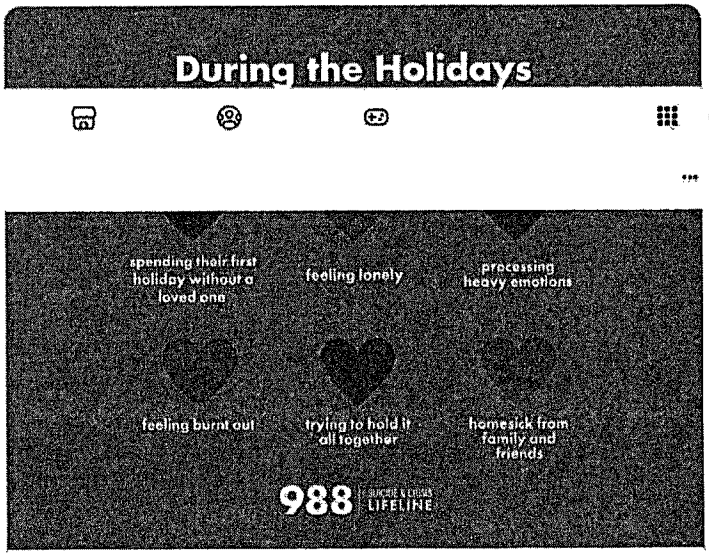
(414) 329-5200

ci.greenfield.wi.us/409/Department-Directory

Photos

See all photos

Greenfield, Wisconsin
December 30, 2025 at 8:55 AM



Southwest Suburban Health Department
December 25, 2025 at 1:57 PM

Whether you're feeling overwhelmed, missing loved ones, or navigating complicated emotions, know that you're not alone this holiday season. It's okay to feel what you f... See more

1

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City of South Milwaukee
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City of South Milwaukee

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE February 3, 2026
REPORTS AND RECOMMENDATIONS	Unlicensed Use of City of Franklin Trademark Logo	ITEM NUMBER G.7.

Below is a depiction of the City of Franklin trademark logo. Below the City's logo is a depiction of an unlicensed use of the logo by the publisher of the online Franklin Community News site. The City of Franklin is the sole owner of all right, title and interest to its trademarks, and the only use thereof by someone other than the City requires a license therefore issued pursuant to an agreement agreed to by the City and a licensee. The only trademark license agreement the City has entered into through the years is with the Franklin Tourism Commission. The unauthorized use of the City trademark logo(s) should cease and desist.

City of Franklin trademark logo:

Franklin
WISCONSIN

Franklin Community News logo in use:

COUNCIL ACTION REQUESTED

A motion to authorize the Mayor to issue a cease and desist order to the publisher of Franklin Community News to stop the use of the City of Franklin trademark logo(s), and to authorize the process thereafter with any actions as may be necessary for compliance with same.

Mayor Nelson; Economic Development: JR; Asst. City Attorney David D. Fleming; Legal Services Dept.: jw

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2-3-26
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SERVICE SANITATION PORTABLE RESTROOM FACILITIES AGREEMENT FOR THE 2026 AND 2027 ST. MARTINS FAIR WITH SERVICE SANITATION OF WISCONSIN, INC.	ITEM NUMBER G.8.

Service Sanitation has provided the required facilities in the past, along with cleaning services between the two days of the Fair. Attached is the Service Agreement in the amount of $17,676.00. Service Sanitation has agreed to lock the 2025 rate for 2026 and 2027 if the Council approves. Funds are available in the St. Martins Fair Fund.

The Department of Public Works Superintendent and Director of Clerk Services/City Clerk recommend approval of the Service Sanitation Event Service Agreement.

COUNCIL ACTION REQUESTED

Motion to adopt a Resolution Authorizing Certain Officials to Execute a Service Sanitation Portable Restroom Facilities Agreement for the 2026 and 2027 St. Martins Fair with Service Sanitation of Wisconsin, Inc.

CLERKDEPT/SJR

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SERVICE SANITATION PORTABLE RESTROOM FACILITIES AGREEMENT FOR THE 2026 AND 2027 ST. MARTINS FAIR WITH SERVICE SANITATION OF WISCONSIN, INC.

WHEREAS, the City has contracted with Service Sanitation of Wisconsin, Inc. (Service Sanitation) for a number of years for it to supply restroom facilities for the St. Martins Fair on Labor Day weekend; and

WHEREAS, the City has experienced exceptional services from Service Sanitation over the past years; and

WHEREAS, an agreement for such services on a per St. Martins Fair event basis is required, and the proposed agreement for the 2026 and 2027 St. Martins Fair includes a not-to-exceed budget of $17,676.00 each year, which the Common Council has found to be reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Service Sanitation Portable Restroom Facilities Agreement for the 2026 and 2027 St. Martins Fair with Service Sanitation of Wisconsin, Inc., in such form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of February, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of February, 2026.

APPROVED:

_____
John R. Nelson, Mayor

ATTEST:

_____
Shirley J. Roberts, City Clerk

AYES NOES ABSENT

AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, 2026, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Service Sanitation of Wisconsin, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 401 Blaine Street, Gary, Indiana 46406.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide portable restroom facilities use services for the St. Martins Fair over and through the Labor Day weekend and Labor Day.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A. CONTRACTOR shall provide services to CLIENT for providing portable restroom facilities, as described in CONTRACTOR's proposal to CLIENT dated January 16, 2026, annexed hereto and incorporated herein as Exhibit A.

B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.

C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit

for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Exhibit A, with a not-to-exceed budget of $17,676.00, subject to the terms detailed below:

A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.

B. Total price will not exceed budget of $17,676.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.

C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.

D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

A. Margaret Poplar, Deputy City Clerk, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

C. CONTRACTOR will appoint, subject to the approval of CLIENT, Becky Wilson, Account Manager, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.

C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability $2,000,000

B.	Automobile Liability: Bodily Injury/Property Damage	$3,000,000
C.	Excess Liability for General Commercial or Automobile Liability	$5,000,000
D.	Worker's Compensation and Employers' Liability (per Statute)	$500,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of August 28, 2025.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONTRACTOR to continue to perform work under this Agreement.

D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN	SERVICE SANITATION WISCONSIN, INC.
BY:_____	BY:_____
PRINT NAME: John R. Nelson	PRINT NAME: _____
TITLE: Mayor	TITLE: _____
DATE:_____	DATE: _____

PRINT NAME: Shirley J. Roberts

TITLE: Director of Clerk Services-City Clerk

DATE:_____

BY:_____

PRINT NAME: Danielle Brown

TITLE: Director of Finance and Treasurer

DATE:_____

BY:_____

Approved as to form:

_____
Jesse A. Wesolowski, City Attorney
DATE:_____

Exhibit A
(is annexed hereto)

EXHIBIT A

Maggie Poplar

From: Becky Wilson <becky@servicesanitation.com>
Sent: Friday, January 16, 2026 8:50 AM
To: Maggie Poplar
Subject: RE: St Martins Fair 2026
Attachments: 9.3.26 City of Franklin - St Martin's Fair 58-1272.pdf

Good Morning, Maggie!

Please see attached quote/order confirmation for 2026 event. I made a note that we will hold this pricing for 2027 event as well.

Please let me know if you have any questions or would like to confirm.

Thanks!

Becky Wilson
Account Manager
Service Sanitation, Inc

800-909-5646
Becky@servicesanitation.com
www.servicesanitation.com

Service Sanitation
WWW.SERVICESANITATION.COM

From: Becky Wilson <becky@servicesanitation.com>
Sent: Thursday, January 15, 2026 4:11 PM
To: Maggie Poplar <MPoplar@franklinwi.gov>
Subject: RE: St Martins Fair 2026

Hi Maggie,

Happy New Year to you! Thanks so much for reaching out! I'll get this together and send over tomorrow, but we'll hold the 2025 rates for 2026 & 2027 if you're open to a 2 year agreement?

Becky Wilson
Account Manager
Service Sanitation, Inc

800-909-5646
Becky@servicesanitation.com
www.servicesanitation.com

Service
Sanitation
WWW.SERVICESANITATION.COM

From: Maggie Poplar <MPoplar@franklinwi.gov>
Sent: Thursday, January 15, 2026 12:47 PM
To: Becky Wilson <becky@servicesanitation.com>
Subject: St Martins Fair 2026

Good Afternoon

Happy New Year!

Looking for a quote for this years fair, and if your company is available again.

Let me know
Maggie

Maggie Poplar
Deputy City Clerk
City of Franklin
9229 W Loomis Rd.
Franklin WI 53132
414-425-7500

If you have any questions or comments, please reply only to me and do not "reply all" or cc anyone else or fwd. any of the communications. The Wisconsin Open Meetings Law Compliance Guide, May 2024, Wisconsin Department of Justice, provides at pages 11-12 with regard to electronic communications:
Because the applicability of the open meetings law to such electronic communications depends on the particular way in which a specific message technology is used, these technologies create special dangers for governmental officials trying to comply with the law. Although two members of a governmental body larger than four members may generally discuss the body's business without violating the open meetings law, features like "forward" and "reply to all" common in electronic mail programs deprive a sender of control over the number and identity of the recipients who eventually may have access to the sender's message. Moreover, it is quite possible that, through the use of electronic mail, a quorum of a governmental body may receive information on a subject within the body's jurisdiction in an almost real-time basis, just as they would receive it in a physical gathering of the members.

Service Sanitation
WWW.SERVICESANITATION.COM
800.909.5646

Portable RESTROOM FACILITIES

EVENT SERVICE AGREEMENT

Billing Address
CITY OF FRANKLIN
9229 W LOOMIS RD
FRANKLIN, WI 53132

Service Address
ST MARTINS FAIR
ALONG W ST MARTINS RD
FRANKLIN, WI 53132

Customer #: **58 - 1272**
Contact Name: MAGGIE POPLAR
Phone: (414) 427-7502

Qty:	Restroom Services	Rate:	Total:
Thursday, September 3, 2026	Work Order #: 9266125		
130	DEL EVENT BASIC PORT REST		
9	DEL EVENT HANDICAP REST		
20	DEL EVENT HANDWASH		
9	DEL HAND SANI STAND		
	> START DELIVERY THURSDAY		
	(CAN FINISH UP BY SATURDAY AS		
	THE EVENT OPENS SUNDAY)		
	** CALL CONTACT ON THE WAY **		
	** MUST CALL KEVIN AND MEET		
	ONSITE BEFORE PLACING UNITS **		
	CONTACT: KEVIN		
	CONTACT WILL DIRECT PLACEMENT		
	OF ALL EQUIPMENT		
	** YOU MUST CONFIRM SPOTTING WITH		
	KEVIN - DO NOT SKIP THIS STEP		
	>> SEE PLACEMENT MAP <<		

Qty:	Restroom Services	Rate:	Total:

Monday, September 7, 2026 Work Order #: 9266126

130	EVENT BASIC REST XTRA SVC		
9	EVENT HANDICAP EXTRA SVC		
20	EVENT HANDWASH EXTRA SVC		
9	EX SVC 4-STATION HS STAND		
	*** SERVICE BY 6AM PLEASE ***		
	START SERVICING @ LOCATION 10		
	AND MOVE DOWN (9,8,7, ETC) FROM		
	THERE - MAIN EVENT STARTS @ 6AM		
	>> SEE MAP FOR LOCATIONS <<		
	* THERE ARE GOING TO BE		
	CONCRETE BARRIERS IN PLACE		
	BUT YOU CAN DRIVE THROUGH		
	JUST ZIG ZAG THROUGH CAREFULLY *		

Tuesday, September 8, 2026 Work Order #: 9266127

130	RET EVENT BASIC RESTROOM		
9	RET EVENT HANDICAP REST		
20	RET EVENT HANDWASH		
9	RET HAND SANI STAND		
	** PICKUP TUESDAY PLEASE **		
	>> SEE MAP FOR LOCATIONS <<		

Tuesday, September 8, 2026 Work Order #: 9266134

	** TOTAL EVENT BILLING **		
130	DEL EVENT BASIC PORT REST	$80.00	$10,400.00
9	DEL EVENT HANDICAP REST	$140.00	$1,260.00
20	DEL EVENT HANDWASH	$80.00	$1,600.00
9	DEL 4-STATION HS STAND	$80.00	$720.00
168	EXTRA SERVICE MONDAY	$22.00	$3,696.00
	* PRICING WILL BE HONORED FOR		
	2027 ORDER, NO UNIT INCREASE *		

Total For Event: $17,676.00

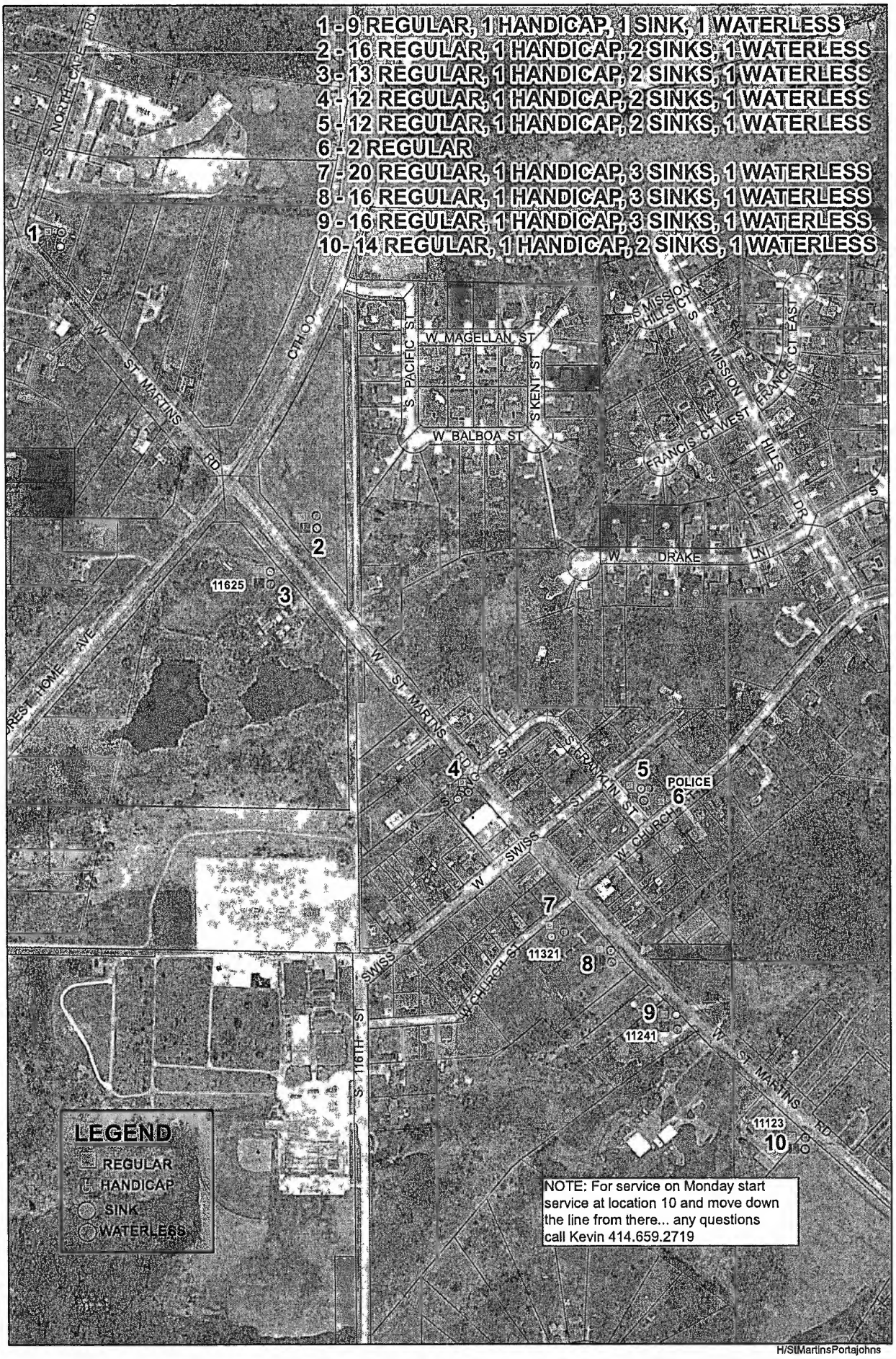
Plus Applicable Sales Tax **Terms:** **NET 30** **Customer #:** **58 - 1272**

This Service Agreement is subject to Service Sanitation's Terms and Conditions which are fully incorporated herein.

ST. MARTINS LABOR DAY FAIR ROLL-OFF, TOILET, & SINK PLACEMENT

SCALE 1"= 300'

58-1272



H/StMartinsPortajohns

RENTAL TERMS & CONDITIONS

Service Sanitation

1. ACCEPTANCE:

Customer shall be deemed to have accepted these terms and conditions upon oral acknowledgment, signature, or other conduct indicating acceptance. Customer hereby acknowledges and agrees that these Terms and Conditions shall apply to all sites and all orders placed by the Customer at any time. Customer's consent and agreement to these Terms and Conditions may not be withdrawn or revoked except upon written notice to Service Sanitation, Inc. (Company) at least thirty (30) days before the effective date of such revocation, and such revocation of Customer's agreement to these Terms and Conditions shall only apply to future orders. These terms and conditions shall supersede any inconsistent terms of any purchase order or Customer documents.

2. COMPANY OBLIGATIONS:

The obligations of COMPANY shall include:

a. Supply the sanitation equipment ("Equipment") listed in service agreement ("Service Agreement") and provide the type of service plan stated within Service Agreement. The delivery dates are approximate and the Company shall have no liability for any failure or delay in making delivery or for failure to give notice of any such failure.
b. Provide additional Equipment and service as requested by the Customer at Company's customary rates Service schedule shall be determined by Company and is subject to change.
c. Maintain Equipment in good working order under ordinary use. Company shall not be responsible for failure to render such maintenance due to causes beyond reasonable control of the Company.

3. CUSTOMER'S OBLIGATIONS:

The obligations of the CUSTOMER shall include:

a. Remit amounts due as indicated on Service Agreement and all subsequent amounts due, not later than the terms indicated on associated invoices. Routed service pricing is subject to change without prior notice. Customer is responsible for all taxes, however designated, arising out of the provisions of services under this agreement, including without limitations, sales, use, transfer, privilege, excise or other tax or duty.
b. Retain absolute and sole control, possession and custody of Equipment and return such Equipment to Company at end of the service period.
c. Acknowledge that Company has no control over use of the Equipment by Customer. Customer should make no use of the Equipment for other than sanitation purposes. While Equipment is in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials. In the event that such waste is found in the Equipment, Customer shall arrange and pay for separate removal of such waste.
d. Customer agrees to comply, at Customer's expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines.

4. LOCATION OF EQUIPMENT:

a. Customer is responsible to exercise due diligence and care in the selection of the location designated for Equipment and to supervise the placement of such Equipment. Customer is responsible for any damages that accrue therefrom.
b. Requests to relocate Equipment will be fulfilled by Company. Additional charges may apply. Company is not liable for damages associated with relocation of Equipment by Customer. In all cases, Customer is required to notify Company in advance of Equipment relocation.
c. Customer is responsible for ensuring Equipment is available or accessible for servicing or maintenance at ground level without hazard to Company, its agents, employees or Equipment. If Company is unable to service units due to Customer's failure to make them accessible, Customer is responsible for any damages that accrue therefrom. Customer will be charged for a service rate in addition to any extra service call resulting thereof.

5. POWER & WATER SOURCES FOR RESTROOM TRAILERS/WATER SYSTEMS :

With regard to restroom trailer or Pro-Flush water system service, Customer shall provide appropriate power and/or water source as indicated on Service Agreement at service site in advance of delivery. Customer is responsible for maintaining the availability of power and water resources and monitoring such throughout the duration of the service period. Failure to provide and maintain resources may result in additional time and materials charges, delayed delivery and/or subsequent damages, for which Customer accepts full responsibility.

6. LIMIT OF SERVICE SANITATION'S LIABILITY:

Service Sanitation's aggregate liability under this agreement shall not exceed the amounts paid to Service Sanitation in connection with agreement.

7. DAMAGED OR LOST EQUIPMENT:

a. Customer acknowledges that he has had an opportunity to personally inspect the sanitation Equipment, finds it suitable for his needs and in good condition, and that he understands its proper use.
b. Customer must notify the Company immediately and discontinue use of the Equipment if the units become unsafe or in disrepair for any reason. Company is not responsible for any incidental or consequential damages caused by delays or otherwise.
c. No alterations to Equipment permitted unless approved by Company in writing.
d Customer agrees to pay for any damage to or loss of the goods, as an insurer regardless of the cause, except reasonable wear and tear, while Equipment is out of the possession of the Company. The cost of the repairs will be borne by the Customer, whether performed by the Company or at the Company's option, by others. Equipment damaged beyond repair will be invoiced at replacement cost. Customer agrees to accept Company's decision regarding reparability.

8. WARRANTIES:

THERE ARE NO WARRANTIES OF MERCHANTABILITY, OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the Equipment is suited for Customer's use, or that it is free from defects.

9. HOLD HARMLESS:

Customer agrees to assume the risks associated with use of Company Equipment and services. Customer further agrees to hold Company harmless for any and all claims or lawsuits associated with service or Equipment, including claims against Customer by a third party, except as may result from sole negligence or willful misconduct of company Company shall not be liable for any property damage, personal injury, loss of profits, interruptions of business, out-of-pocket expenses or any direct, indirect, special, consequential, punitive, exemplary, or incidental damage, however caused, whether based on contract, tort, strict liability, warranty, or any other basis arising out of, or connected with this agreement, or the use of any service furnished hereunder.

10. INDEMNITY:

Customer agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities of any kind arising out of the use of the Equipment by Customer, Customer's agents, or any third party, except for claims, damages, or liabilities arising from Company's negligence, and Customer further agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities arising out of any breach of this contract by Customer.

11. DURATION AND CANCELLATION:

No pro-rata adjustment is made for partial use. Unless agreed upon in writing or unless specific retrieval date is listed on the Service Agreement, the minimum billing period is 4 weeks. A delivery must be cancelled in writing at least 24 hours in advance to avoid a cancellation fee. Deliveries cancelled with less than 24 hour notice and deliveries cancelled on arrival will be charged full amount listed on service agreement. Deposits remitted for restroom trailers will be forfeited unless written notification of cancellation is provided 30 days prior to delivery date.

12. LATE PAYMENT / COLLECTION COSTS:

All charges are payable in full with no privilege to pay in installments. Past due amounts are subject to 18% APR. Customer is also obligated to reimburse Company for all costs/expenses incurred in the collection of fees for service, including without limitation, collection, attorneys' fees and court costs.

13. DEFAULT:

If the Customer fails to pay any service payment or other charge due, perform any of its other obligations, Company, without notice, shall have the right to terminate the agreement immediately, to take possession of any or all of its property without any legal process, to enter Customer's premises to take such possession, or pursue any other remedy at law or equity. All such remedies shall be cumulative and may be exercised concurrently.

14. NONWAIVER & SEVERABILITY:

No provision of this contract can be waived except by the written consent of Company. Failure by Company to enforce any provision shall not constitute waiver of provision. The provisions of this agreement shall be severable so that invalidity, unenforceability, or waiver of any provision(s) shall not affect remaining provisions.

15. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Illinois.

INITIAL:

DAMAGE WAIVER

Service Sanitation

WHAT IS A DAMAGE WAIVER?

The damage waiver was designed to provide extra financial protection and peace of mind in the event of accidental damage to our equipment during a typical rental period. The damage waiver also protects renters from vandalism, graffiti or complete unit destruction.

HOW DOES IT WORK?

In an effort to protect you, the damage waiver will be added to all new routed orders. Special event customers will also be given the option to add the damage waiver by selecting "I accept" below. Customers choosing to opt-out of the damage waiver must select "I do not accept" bellow.

DAMAGE WAIVER TERMS:

a. Unless damage waiver provision is declined, Company agrees, in consideration of an additional charge, to modify responsibilities of the Customer detailed in paragraph 7 regarding Equipment damaged, destroyed, lost or stolen while in the Customer's possession or control. In consideration of damage waiver fee and unit replacement schedule listed below, Customer is responsible for a portion unit replacement cost in case of damage to, destruction of, or theft of the units with the exception of damage or loss due to Customer's neglect or misuse. Damage waiver fees are assessed as a one-time charge for events and as a recurring charge per billing period for routed Equipment.

FEES

Unit Type	Basic	Standard	Deluxe	Handicap	ADA	Handwash	Sani-Stand
WAIVER FEE (PER UNIT)	$10	$20	$20	$20	$20	$20	$20
DISCOUNTED REPLACEMENT	$150	$200	$200	$200	$250	$150	$100
TOTAL REPLACEMENT	$650	$850	$1,400	$1,500	$1,800	$800	$300

b. Damage waiver provision is not available on Pro-Flush water systems or restroom trailers.

c. In order for damage waiver to be effective and as a condition thereto, Customer agrees that he/she shall report all loss and/or damage to the police department, obtain a copy of the police report issued and deliver such report to Company within 14 days of the date of loss or damage.

d. Notwithstanding the foregoing, Customer agrees that this damage waiver provision shall not relieve Customer of its obligation to obtain and maintain public liability insurance.

Please select ONE of the following options: **New Delivery Date:** **New Pick-up Date:**

___ I ACCEPT the Damage Waiver

___ I DECLINE the Damage Waiver

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF ACCEPTING ON BEHALF OF AN ORGANIZATION, I CERTIFY THAT I AM AN AUTHORIZED SIGNATORY FOR SAID COMPANY.

Signature: _____

First Name: _____ LastName: _____

Company Name: _____

Date: _____

APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 2/03/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of February 3, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of February 3, 2026.

CITY CLERK'S OFFICE

414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
February 3, 2026 – 5:40 p.m.

1.	**Call to Order & Roll Call**	**Time:**		
2.	**Applicant Interviews & Decisions**			
		Recommendations		
Type/ Time	**Applicant Information**	**Approve**	**Hold**	**Deny**
Operator **2025-2026** **New** **5:45 p.m.**	**Eliza Lara** The Hideaway Pub & Eatery			
Operator **2025-2026** **New**	**Daniel Crass** Franklin Noon Lions Club			
Operator **2025-2026** **New**	**Dennis Fons** Franklin Noon Lions Club			
Operator **2025-2026** **New**	**Luciano Parco** Walgreens #05459			
Operator **2025-2026** **New**	**Jaydeep Singh** New Liquor & Food			
Operator **2025-2026** **New**	**William Tietjen** Franklin Noon Lions Club			
Operator **2025-2026** **New**	**Brian Wheatley** Walgreens #05884			
Class A Combination **Change of Agent** **2025-2026**	**Mega Marts, LLC** **DBA Pick n Save #431** Emily Hixson, Agent 7780 S Lovers Lane Rd			

Temporary Entertainment & Amusement	**Rainbow Valley Rides, Inc** Person in Charge: Ronald Kedrowicz Event: Independence Celebration Location: City Hall – 9229 W Loomis Rd Event Dates: 7/2/26 through 7/5/2026			
3.	**Adjournment**	Time:		

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/3/2026
Bills	**Vouchers and Payroll Approval**	**ITEM NUMBER I**

Attached are vouchers dated January 16, 2026 through January 29, 2026 Nos. 205690 through Nos. 205892 in the amount of $ 1,550,833.47. Also included in this listing are EFT Nos. 6354 through EFT Nos. 6373, Library vouchers totaling $ 18,590.64 and Water Utility vouchers totaling $ 25,859.59.

Early release disbursements dated January 16, 2026 through January 28, 2026 in the amount of $ 1,264,558.61 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 January 23, 2026 is $ 567,455.60, previously estimated at $ 594,000. Payroll deductions dated January 23, 2026 are $ 612,328.43, previously estimated at $ 608,000.

The estimated payroll for February 6, 2026 is $ 492,000 with estimated deductions and matching payments of $ 262,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 29, 2026 in the amount of $ 1,550,833.47
- Payroll dated January 23, 2026 in the amount of $ 567,455.60 and payments of the various payroll deductions in the amount of $ 612,328.43 plus City matching payments and
- Estimated payroll dated February 6, 2026 in the amount of $ 492,000 and payments of the various payroll deductions in the amount of $ 262,000, plus City matching payments.

ROLL CALL VOTE NEEDED

Finance Dept – SB