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CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
TUESDAY, JULY 21, 2026 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of July 7, 2026.
 - 2. Special Common Council Meeting of July 16, 2026.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Authorization to Bid South 76th Street Water Main Extension Project.
 - 2. Authorization to Begin Design of South 27th Street Water Main Extension Project.
 - 3. A Resolution to Approve Terracon Consultants, Inc. Geotechnical Services Proposal for South 51st Street from West Rawson Avenue to West Drexel Avenue in the Amount of \$14,200.
 - 4. Authorization to Bid Water Tower Park Project.
 - 5. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Loomis and Ryan, Inc., Ryan Meadows Condominiums, TKN 891-9062-000.
 - 6. Survey Results for Water Service on South 92nd Street and West Ryan Road from HWY 100 to the 9700 Block of West Ryan Road.
 - 7. An Ordinance to amend the Unified Development Ordinance (Zoning Map) to Rezone Property Located at 2821 W. College Avenue (TKN 714-9973-001) to B-MU – South 27th Street Mixed Use District (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC, Property Owner).
 - 8. A Resolution Conditionally Approving a 1 Lot Certified Survey Map, being part of the Northeast 1/4 of the Northeast 1/4, Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (6311 S. 27th Street (TKN 714-9973-

- 000), 2723 W. College Avenue (TKN 714-9969-001), 2729 W. College Avenue (TKN 714-9970-001), 2807 W. College Avenue (TKN 714-9971-000), and 2821 W. College Avenue (TKN 714-9973-001)) (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC and TS Collins College Avenue Associates, LLC, Property Owners).
9. A Resolution Conditionally Approving a 4 Lot Certified Survey Map, being a Redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map 5401, all being Part of the Northwest 1/4 of the Northwest 1/4 Of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Initech LLC, Applicant/Property Owner) (Approximately 7154 S. 76th Street).
 10. A Resolution Conditionally Approving a One-Lot Certified Survey Map, being all of Parcel 3 in Certified Survey Map No. 7099 and Additional Lands Located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (8910 S. 102nd Street (TKN 846-9987-003) and 10525 W. Loomis Road (TKN 846-9998-001)) (Islamic Foundation of Greater Milwaukee, Inc., Property Owner).
 11. An Ordinance to Amend Section 15-3.0434 of the Unified Development Ordinance Planned Development District No. 29 to Modify District Boundaries and Rezone Property Located at 10525 W. Loomis Road to PDL No. 29 (Area A) and Floodplain Overlay District and to Amend Allowed Uses within the District (Islamic Foundation of Greater Milwaukee, Applicant/Property Owner) (Approximately 8800 and 8910 S. 102nd Street).
 12. A Resolution Conditionally Approving a Land Combination for 7705 S. 31st Street, (TKN 786-9988-000), 7631 S. 31st Street, (TKN 786-9987-000), and 7721 S. 31st Street (TKN 786-9992-000), (Advenir Azora Development, Applicant) (Matteo and Germano Norante, Owner, 7705 S. 31st Street) (BC Management, Owner, 7631 S. 31st Street) (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street).
 13. A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for a Housing Development, Resident Community Center, and Related Facilities, upon property located at 7705 S. 31st Street, (TKN 786-9988-000), 7631 S. 31st Street, (TKN 786-9987-000), and 7721 S. 31st Street (TKN 786-9992-000), (Advenir Azora Development, Applicant) (Matteo and Germano Norante, Owner, 7705 S. 31st Street) (BC Management, Owner, 7631 S. 31st Street) (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street).
 14. An Ordinance to Create Planned Development Overlay No. 46 (Advenir Azora Development) 7705 S. 31st Street, (TKN 786-9988-000), 7631 S. 31st Street, (TKN 786-9987-000), and 7721 S. 31st Street (TKN 786-9992-000).
 15. 2027 Mayor's Recommended Budget Initiation & Review.
 16. A Resolution authorizing the Issuance of up to \$10,000,000 in General Obligation Debt to Fund Critical Capital Improvement Projects and Providing Direction for Future Long-Term Debt Planning.
 17. A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing.
 18. Franklin Senior Citizens Travel Program Semi-Annual Update for 2026.

Common Council Meeting Agenda

July 21, 2026

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19. Franklin Senior Citizens, Inc. Program Semi-Annual Update for 2026.
20. Pleasant View Reserve Claims by Veridian Homes. The Common Council may enter closed session pursuant to Wis.Stat. 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
21. Authorization to Solicit and Receive Bids for the Pleasant View Reserve Repairs Project.

H. Licenses and Permits: License Committee Meeting of July 21, 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:

July 23	Plan Commission	6:00 p.m.
August 4	Common Council	6:30 p.m.
August 6	Plan Commission	6:00 p.m.
August 11	Fall Partisan Primary	7:00 a.m.-8:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
JULY 7, 2026
MINUTES

ROLL CALL	A.	The regular meeting of the Franklin Common Council was held on July 7, 2026, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Johnson, Alderwoman Eichmann, Alderman Hasan, Alderwoman Kresovic, Alderman Salous, and Alderwoman Kenney. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and Deputy City Clerk Maggie Poplar.
MUSLIM AMERICAN HERITAGE MONTH	B.1.	Mayor Nelson presented a Proclamation in Recognition of Muslim American Heritage Month.
CITIZEN COMMENT	B.2.	Citizen comment period was opened at 6:36 p.m. and was closed at 7:02 p.m.
MINUTES JUNE 16, 2026	C.1.	Alderman Hasan moved to approve the minutes of the Common Council meeting of June 16, 2026, as presented. Seconded by Alderwoman Kenney. All voted Aye; motion carried.
MINUTES JULY 2, 2026	C.2.	Alderwoman Kenney moved to approve the minutes of the Special Common Council meeting of July 2, 2026. Seconded by Alderman Hasan. All voted Aye; motion carried.
MAYORAL ALDERMANIC APPOINTMENTS	E.1.	Alderwoman Eichmann moved to confirm the following appointments. Mayoral Aldermanic Appointments: (a) Alderman Johnson – Parks Commission, 1 year unexpired term expiring 04/19/27. (b) Alderwoman Kresovic – Civic Celebrations Commission, 2 year unexpired term expiring 06/30/28.
MAYORAL BOARDS AND COMMISSION APPOINTMENTS	E.2.	Commission Appointment: Arianne Vitrano, 9321 S. 94th St., Ald. Dist. 1 – Finance Committee, 1 year unexpired term expiring 04/30/27. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
S. CHAPEL HILL BID REJECTION	G.1.	Alderwoman Kresovic moved to reject all bids for the S. Chapel Hill Drive Water Main Relay Project and to direct staff to rebid the project in the Fall of 2026. Seconded by Alderwoman Eichman. All voted Aye; motion carried.

STORMWATER EDUCATION PRESENTATION	G.2.	This presentation is for informational use only; no council action is being requested.
RES. NO. 2026-8492 DEVELOPMENT AGREEMENT 7045 S LOVERS LANE RD	G.3.	Alderdwoman Kresovic moved to adopt Resolution No. 2026-8492, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH TKG III ACQUISITIONS, LLC – STORAGE MART 7045 S. LOVERS LANE RD., TKN 747-9992-005, subject to technical corrections by Director of Administration, Engineering Staff and City Attorney. Seconded by Alderdwoman Kenney. All voted Aye; motion carried.
RES. NO. 2026-8493 TAX INCREMENTAL DISTRICT NO. 11	G.4.	Alderdwoman Kresovic moved to adopt Resolution No. 2026-8493, A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 11, APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES, CITY OF FRANKLIN, WISCONSIN. Seconded by Alderman Salous. On roll call, all voted Aye. Motion carried.
RES. NO. 2026-8494 CITY ATTORNEY APPOINTMENT	G.5.	Alderman Hasan moved to adopt Resolution No. 2026-8494, A RESOLUTION. CONFIRMING THE APPOINTMENT OF CHRISTINA M. LUCCHESI AS CITY ATTORNEY FOR THE CITY OF FRANKLIN, effective July 7, 2026, pursuant to section 5-1 of the Franklin Municipal Code. Seconded by Alderdwoman Kenney. On roll call, all voted Aye. Motion carried.
ROC SUMMER CONCERT SERIES UPDATE	G.6.	Information only. Mayor Nelson called a recess at 8:10 p.m. Mayor Nelson reconvened at 8:20 p.m.
ORD. NO. 2026-2741 AMEND §19.11 PUBLIC CONSTRUCTION BIDS	G.7.	Alderman Hasan moved to adopt Ordinance No. 2026-2741, AN ORDINANCE TO AMEND §19.11 LETTING OF BIDS FOR PUBLIC CONSTRUCTION PROJECTS, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, TO COMPLY WITH AMENDMENTS TO WIS. STAT. §62.15 PUBLIC WORKS, PURSUANT TO 225 WISCONSIN ACT 188. Seconded by Alderdwoman Eichmann. All voted Aye; motion carried.
FRANKLIN COURTROOM CARPET AGREEMENT	G.8.	Alderdwoman Kenney moved to authorize Judge Konstantakis to sign the contract/proposal from GG Installations Inc. and Bartz's Floor Covering, subject to preparation and approval by Administration, Municipal Court Judge and the City Attorney of the City Standard Forms Services Agreement. Seconded by Alderman

Hasan. On roll call Alderman Johnson, Alderman Hasan, Alderman Salous and Alderwoman Kenney voted Aye. Alderwoman Kresovic voted No and Alderwoman Eichmann Abstained. Motion carried.

RES. NO. 2026-8495
KAYLA'S
PLAYGROUND
AGREEMENT

G.9. Alderwoman Eichmann moved to adopt Resolution No. 2026-8495, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A KAYLA'S PLAYGROUND DEVELOPMENT PENFIELD CHILDREN'S CENTER, INC. RECOGNITION AND RELEASE AGREEMENT. Seconded by Alderman Hasan. All voted Aye; motion carried.

DIRECTOR OF HEALTH
& HUMAN SERVICES
JOB DESCRIPTION

G.10 Alderwoman Kenney moved to approve this updated job description for the position of Director of Health & Human Services as presented. Seconded by Alderman Hasan. All voted Aye; motion carried.

FRANKLIN LIONESS
DONATION

G.11. Alderwoman Kresovic moved to accept a \$300.00 public donation from the Franklin Lioness Foundation and apply this to the Automated External Defibrillators (AED's) in the City of Franklin Parks Program. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION
NOISE NUISANCE
CLAIMS

G.12. Alderwoman Eichmann moved to enter closed session at 8:37 p.m. pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:58 p.m.

Alderwoman Eichmann returned to her seat at 8:59 p.m.

Alderwoman Kresovic moved to disallow the claim of Noise Nuisance Claims by Dana Gindt, Joy Draginis-Zingales, the Franklin Greendale Alliance, and other similarly situated residents; NOTICE OF INJURY AND CLAIM PURSUANT TO WIS. STAT. § 893.80. The claim is disallowed. Seconded by Alderman Johnson. On roll call, all voted Aye. Motion carried.

ON THE BORDER
SUMMONS AND
SPECIAL MEETING

H.1. Alderwoman Eichmann moved to issue a Summons In the Matter of the Complaint Against; H, B & H, LLC d/b/a On the Border, for "Class B" intoxicating liquor license, Class "B" fermented malt beverage license, Entertainment and Amusement License and

Cigarette Sold by Machine License. Seconded by Alderman Johnson. On roll call, Alderman Johnson, Alderwoman Eichmann, Alderman Hasan, Alderwoman Kresovic and Alderman Salous vote Aye; Alderwoman Kenney Abstained. Motion carried.

and

Alderwoman Eichmann moved to schedule a Special Common Council meeting for July 16, 2026, for appearance and potential hearing on In the Matter of the Complaint Against: H, B & H, LLC d/b/a On the Border, for "Class B" intoxicating liquor license, Class "B" fermented malt beverage license, Entertainment and Amusement License and Cigarette Sold by Machine License. Seconded by Alderman Salous. On roll call, Alderman Salous, Alderwoman Kresovic, Alderman Hasan, Alderwoman Eichmann and Alderman Johnson voted Aye; Alderwoman Kenney Abstained. Motion carried.

MISCELLANEOUS LICENSES

H.2. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of July 7, 2026.

Grant New 2025-26 Operator License & New 2026-27 Operator License with correction of application to Bryanna Mayen;
Hold New 2026-27 Operator License for further discussion with City Attorney to: Vernon Wienke, Michele Gilbert;
Grant New 2026-27 Operator License with a letter to Shawn Murphy;
Grant New Class A Combination 2026-27 License pending inspection to Speedway LLC, DBA Speedway 4455 (46529), Joseph Johnson, Agent, 10001 West Church Street;
Grant Extraordinary Entertainment & Special Event License to Federation of Croatia Societies – 92nd Annual Croatia Festival, Person in Charge: Thomas Krenz, Location: 9100-9140 S 76th St, Date of Event: Saturday, July 18, 2026;
Grant New 2026-27 Operator License to: Brooke Behringer, Ryan Blum, Antonio Chapa, Rebecca Deall, Kathleen Galipo, Tiffany Gonzales, Lindsay Guman, Jayden Konicke, Elizabeth Lipinski, Maria Papp, Mason Polinske, Teegan Price, Nathaniel Smith, Julie Sobanski, Siyanni Taylor, Ronald Walters;
Grant Day Care 2026-27 License to: Cadence Education, LLC, DBA Kids Connection of Rawson, 3130 W Rawson Ave, Katherine Kooi – On Site Director/Manager, Cadence Education, LLC, DBA Discovery Days of Franklin, 9758 S Airways Ct, Danielle Palmer – On Site Director/Manager, Kindercare Education LLC, DBA KinderCare, 6350 S 108th St, Michele Autorino – On Site Director/Manager;

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

VOUCHERS AND
PAYROLL

- I. Alderwoman Kenney moved to approve City vouchers with an ending date of July 2, 2026 in the amount of \$1,975,536.82, and payroll dated June 26, 2026 in the amount of \$480,239.11 and payments of the various payroll deductions in the amount of \$695,344.57 plus City matching payments, and estimated payroll dated July 10, 2026 in the amount of \$479,000 and payments of the various payroll deductions in the amount of \$284,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Kenney moved to adjourn the meeting of the Common Council at 9:11 p.m. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.

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CITY OF FRANKLIN
SPECIAL COMMON COUNCIL MEETING
JULY 16, 2026
MINUTES

ROLL CALL

- A. The special meeting of the Franklin Common Council was held on July 16, 2026, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Johnson, Alderwoman Eichmann, Alderman Hasan, Alderman Salous, Alderwoman Kresovic. Alderwoman Kenney was excused. Also in attendance were Director of Administration Kelly Hersch, City Attorney Jesse A. Wesolowski, City Attorney Christina Lucchesi and City Clerk Shirley Roberts.

CITIZEN COMMENT

- B. Citizen comment period was opened at 6:31 p.m. and was closed at 6:31 p.m.
- Mayor Nelson called a recess at 8:06 p.m.
Mayor Nelson reconvened at 8:13 p.m.
- Alderwoman Eichmann left the meeting at 10:51 p.m.
Alderwoman Eichmann returned to the meeting at 10:53 p.m.

HEARING-
ON THE BORDER
LICENSING

- C. A hearing in the matter of the Complaint against: H, B & H, LLC d/b/a On the Border, for "Class B" intoxicating liquor license, Class "B" fermented malt beverage license, Entertainment and Amusement License and Cigarette Sold by Machine License.

CLOSED SESSION
ON THE BORDER
LICENSES

Alderwoman Eichmann moved to enter closed session at 11:02 p.m. pursuant to Wis. Stat. §19.85(1)(a), to deliberate concerning the facts and the application of law to the facts with regard to the Complaint against: H, B & H, LLC d/b/a On the Border, for "Class B" intoxicating liquor license, Class "B" fermented malt beverage license, Entertainment and Amusement License and Cigarette Sold by Machine License, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 11:04 p.m.
Mayor Nelson reconvened at 11:10 p.m.

Upon reentering open session at 11:49 p.m., Alderwoman Eichmann moved to accept the Findings of Fact and Conclusion of Law with the City Attorney's changes in 3. on page 3. Seconded by Alderman Salous. On roll call, Alderman Salous, Alderman Hasan and Alderwoman Eichmann voted Aye; Alderwoman Kresovic and Alderman Johnson voted no. Motion carried.

ADJOURNMENT

- E. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 11:59 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/21/2026
REPORTS AND RECOMMENDATIONS	AUTHORIZATION TO BID SOUTH 76TH STREET WATER MAIN EXTENSION PROJECT	ITEM NUMBER A.I. District # 1

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. There are approximately 7-8 properties adjacent to South 76th Street that currently do not have City water main or sanitary sewer in front of their property.

The Engineering Department surveyed the adjacent property owners for sewer and water. The results were not in favor.

On June 16, 2026, the Common Council authorized staff to begin design of the S. 76th Street water main extension.

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$50,000.

ANALYSIS

Estimated project cost for water main extension= \$800,000.

Estimated special assessment reimbursement cost for water main= \$450,000.

FISCAL NOTE

The Board of Water Commissioners has reviewed and approved moving forward with the S. 76th Street Water Main Extension Project. The project is necessary to address identified water system infrastructure needs and maintain reliable service within the utility system. Funding for this project was not included in the initially adopted Water Utility Budget. However, based on further recommendation and review by the Board of Water Commissioners, the project has been determined to be necessary and time sensitive due to the timing of the Milwaukee County project.

The project will require General Obligation (GO) debt financing and is anticipated to be included in the GO debt borrowing scheduled to occur later this summer. A formal budget amendment to incorporate the project and associated funding will be presented to the Board of Water Commissioners for approval at their next meeting.

STAFF RECOMMENDATION

Authorize Staff to proceed to advertise and bid the S. 76th Street water main extension project.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/21/26
REPORTS AND RECOMMENDATIONS	AUTHORIZATION TO BEGIN DESIGN OF SOUTH 27TH STREET WATER MAIN EXTENSION PROJECT	ITEM NUMBER A.2. Ald. Dist.# 4

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is planning a road resurfacing project on South 27th Street (STH 241) from West Villa Drive to West Elm Road. The project schedule has a current letting date in Fall of 2028 and a construction start in Spring of 2029.

The S. 27th Street water main extension project is essential due to the scheduled WisDOT resurfacing project as well as providing more redundancy for the City water main system.

There are approximately 63 properties adjacent to South 27th Street that currently do not have City water main in front of their property. A large majority of the properties adjacent to S. 27th Street are zoned business/mixed use. See attached zoning map. If water main were to be extended to these properties, more development would come. See attached letter from John Regetz, Director of Economic Development, which states "For the economic potential created by the development of the Costco Warehouse retail Center to be realized, full infrastructure development must be completed along South 27th Street. The water service extension proposed for South 27th Street accomplishes that critical task".

ANALYSIS

The engineering estimate for this project is approximately \$4,300,000.00.

The estimated special assessment value for this project is approximately \$1,600,000.00.

STAFF RECOMMENDATION

Direct staff to begin design of the S. 27th Street water main extension project to get ahead of the WisDOT resurfacing project. advertise and bid on the W. St. Martins Rd. Water Main Extension Project. Note that staff will come back to Council for authorization to solicit and receive bids for this project at a later date.

FISCAL NOTE

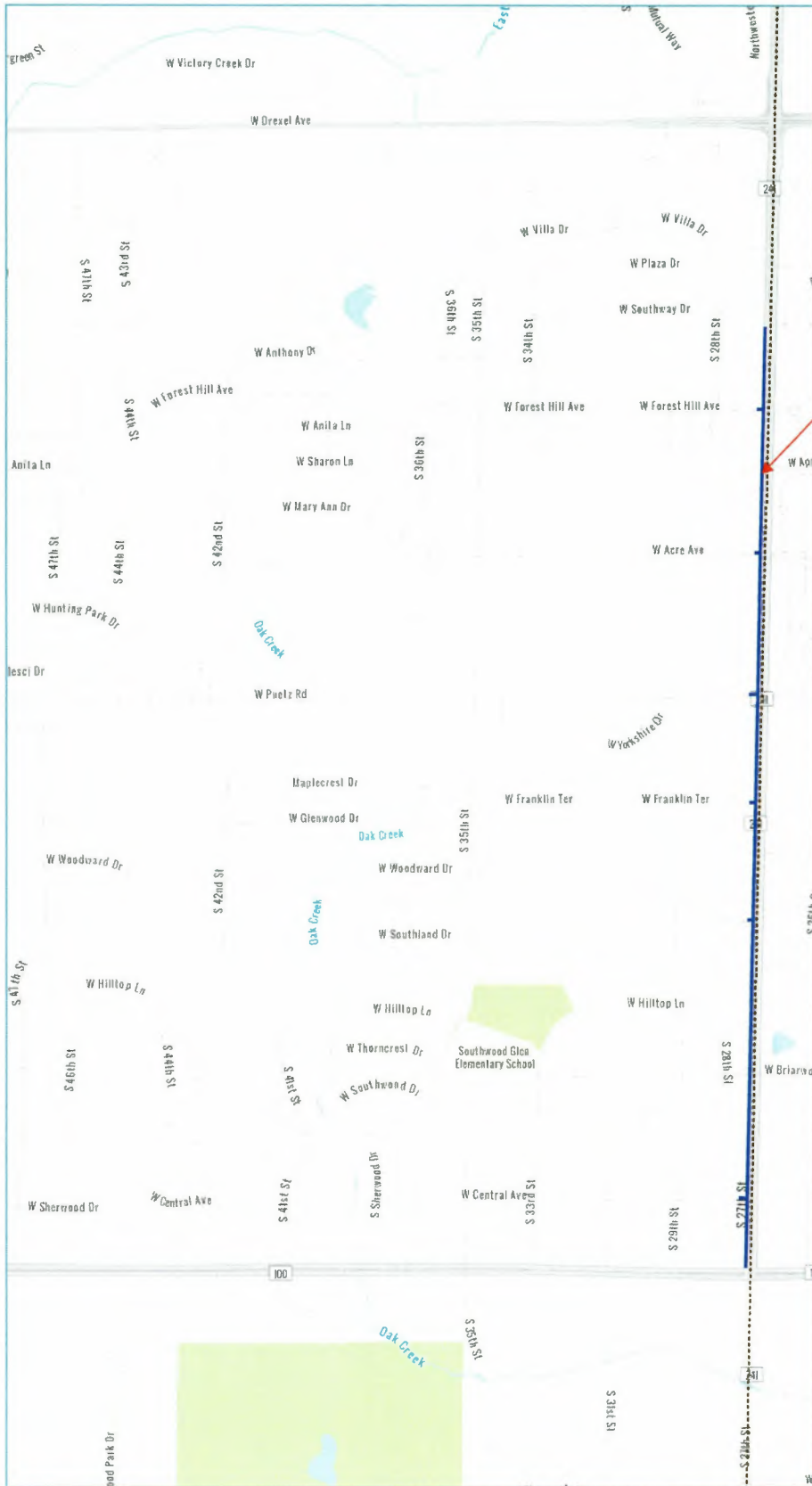
There is currently no appropriation in the 2026 Budget for the S. 27th Street Water Main Extension Project. As a result, Common Council approval of a budget amendment will be required.

COUNCIL ACTION REQUESTED

Motion to authorize staff to begin design of S. 27th Street Water Main Extension Project and come back to Council with a proposed budget amendment for project design and construction.



S. 27th Street Water Main Extension



Legend

Administrative
Municipal Boundaries

8800 LF - 12" Water
Main

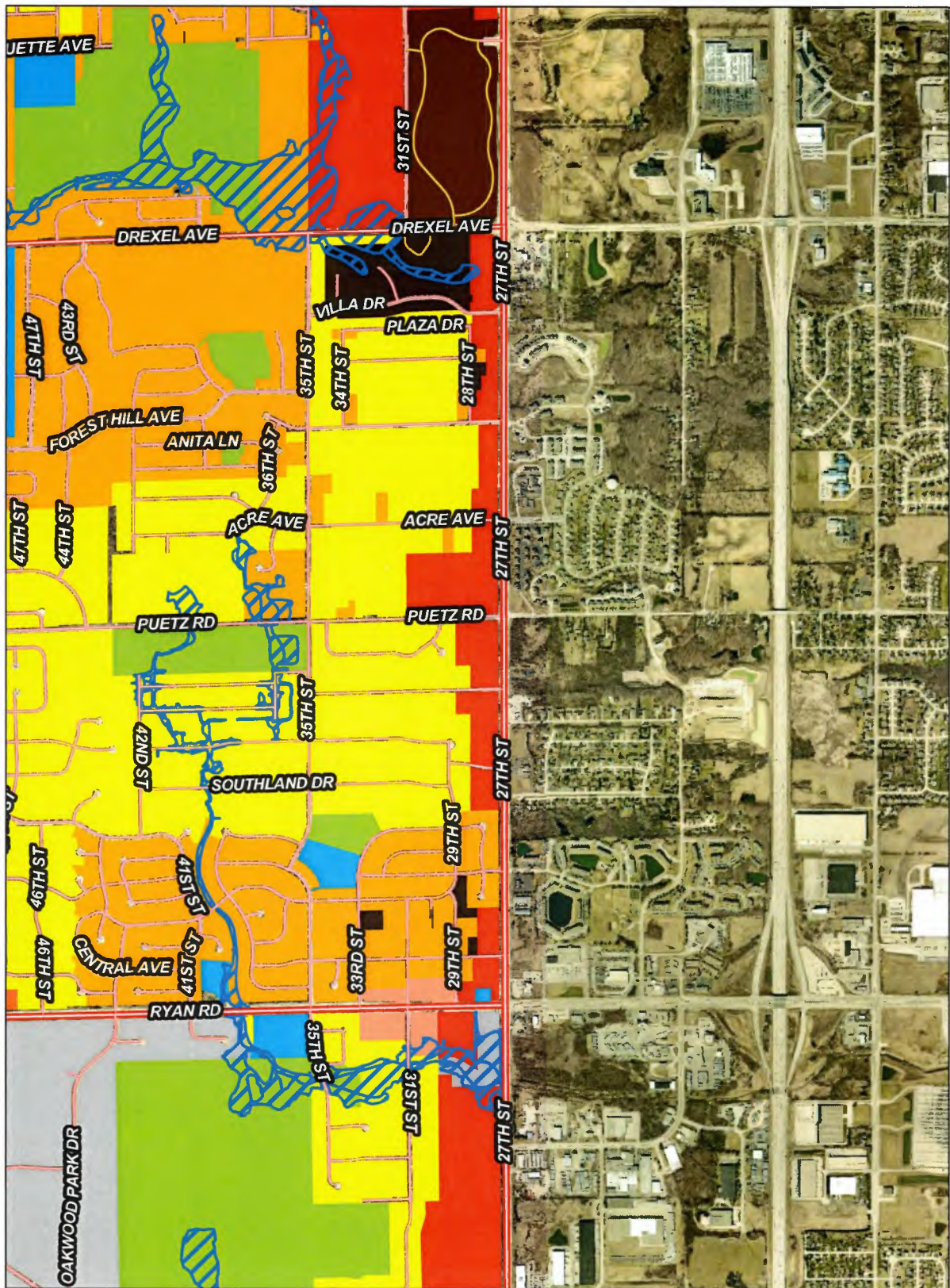
Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

MILWAUKEE COUNTY GIS AND LAND INFORMATION

City of Franklin Property Viewer



7/16/2026, 9:39:11 PM





City of Franklin
Economic Development Dept

June 24, 2026

Mr. Glenn Beardsley, Superintendent
Sewer and Water Dept
City of Franklin
5550 West Airways Avenue
Franklin, WI 53132

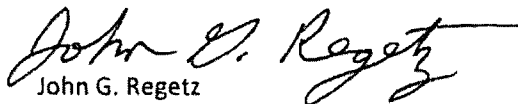
Dear Superintendent Beardsley,

In the past 18 months I have attended approximately a half-dozen meetings with property owners with parcels along South 27th Street, between Southway Drive extended east and West Ryan Road. The owners wish to develop their commercial properties, but no water service exists along this frontage and the cost of extending the infrastructure is highly prohibitive.

The Economic Development Commission has recognized the lack of water service along this frontage of South 27th Street in its prioritization of industrial and retail nodes in the City of Franklin. The Economic Development Commission appreciates the challenge this situation poses to the development of the 27th Street corridor.

For the economic potential created by the development of the Costco Warehouse Retail Center to be realized, full infrastructure development must be completed along South 27th Street. The water service extension proposed for South 27th Street accomplishes that critical task.

Sincerely,


John G. Regetz
Director

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/21/2026
REPORTS & RECOMMENDATIONS	A RESOLUTION TO APPROVE TERRACON CONSULTANTS, INC. GEOTECHNICAL SERVICES PROPOSAL FOR SOUTH 51 ST STREET FROM WEST RAWSON AVENUE TO WEST DREXEL AVENUE IN THE AMOUNT OF \$14,200.	ITEM NUMBER J.3. District # 3&5

BACKGROUND

On June 16, 2026 Common Council authorized staff to receive a proposal for a geotechnical report and begin design for the reconstruction of S. 51st Street from W. Rawson Avenue to W. Drexel Avenue. The Engineering Department received a proposal from Terracon Consultants, Inc. in the amount of \$14,200.

ANALYSIS

The proposal is attached to the council action sheet for your reference. The Engineering Department has reviewed the proposal and is recommending approval.

FISCAL NOTE

There is currently no appropriation in the 2026 Budget for the S. 51st Street Reconstruction Project. As a result, Common Council approval of a budget amendment will be required before geotechnical services can proceed. The contract cost for these services is \$14,200. If the budget amendment is approved, these design costs will need to be appropriated from the anticipated borrowing later this summer.

STAFF RECOMMENDATION

Staff recommend that the Council authorize the Engineering Department to receive a proposal for a geotechnical report and begin design for the S. 51st Street Reconstruction project.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2026 - _____, a resolution to approve Terracon Consultants, Inc. geotechnical services proposal for South 51st Street from West Rawson Avenue to West Drexel Avenue in the amount of \$14,200.00.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION TO APPROVE TERRACON CONSULTANTS, INC. GEOTECHNICAL SERVICES PROPOSAL FOR SOUTH 51ST STREET FROM WEST RAWSON AVENUE TO WEST DREXEL AVENUE IN THE AMOUNT OF \$14,200.

WHEREAS, The City highly recommends a geotechnical report for S. 51st Street to analyze the existing soil conditions to continue with proposed design; and

WHEREAS, a professional geotechnical engineer will provide recommendations for soil stabilization, proposed pavement thickness, and identify critical areas that may result in additional undercutting so that the City can plan ahead for any added contingency needed.; and

WHEREAS, Michael Paulos, PE, City Engineer has agreed to the need of the geotechnical services for S. 51st Street and determined it to be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the geotechnical services proposal from Terracon Consultants, Inc., be signed and 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 _____



4900 S. Pennsylvania Ave, Ste 100
Cudahy, Wisconsin 53110
P (414) 423-0255
Terracon.com

July 9, 2026

City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132

Attn: Mr. Mike Paulos
E: mike.paulos@graef-usa.com

RE: Proposal for Geotechnical Engineering Services
South 51st Street
W Drexel Avenue to W Rawson Avenue
Franklin, Wisconsin
Terracon Proposal No. 1000002928R1

Dear Mr. Paulos:

We appreciate the opportunity to submit this proposal to the City of Franklin to provide Geotechnical Engineering services for the referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office. Proposed fees noted in this proposal are effective for 90 days from the date of the proposal.

Sincerely,
Terracon Consultants, Inc.


Jordan Altekruise, E.I.T
Staff Engineer


Paul J. Koszarek P.E., C.S.T.
Senior Principal

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Franklin WI ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Franklin - South 51st Street, Franklin, WI - MIL - 26 - Proposal project ("Project"), as described in Consultant's Proposal dated 07/09/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **7/9/2026**

Name/Title: **Paul J Koszarek / Department Manager**

Address: **4900 S Pennsylvania Ave, Ste 100**
Cudahy, WI 53110

Phone: **(414) 423-0255** Fax: _____

Email: **Paul.Koszarek@terracon.com**

Client: **City of Franklin WI**

By: _____ Date: _____

Name/Title: **Mike Paulos / City Engineer**

Address: **9229 W. Loomis Road**
Franklin, WI 53132

Phone: _____ Fax: _____

Email: **mike.paulos@graef-usa.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Graef-USA and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request Graef-USA and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Graef-USA on April 10, 2026. A request for the boring depths to be increased to 7.5 feet was received on June 22, 2026.
Project Description	It is understood that a pavement replacement is planned on S. 51th Street from W Drexel Avenue to W Rawson Avenue. The length of the planned project is approximately 1 mile. It is not anticipated that new utilities will be constructed or existing utilities replaced.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located along S 51 st Street from W Drexel Avenue to W Rawson Avenue in Franklin, WI. See Exhibit D
Existing Improvements	The existing roadways are one lane paved roads with residential properties along the east side of the roadway and a rock quarry along the west side.
Current Ground Cover	Asphalt
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Based on our experience near the vicinity of the site, it is anticipated that subsurface conditions will consist of stiff to very stiff lean clay. There is a rock quarry to the west of the roadway that may indicate shallow bedrock is present.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Explorations

Terracon recommends the following boring amount and depths below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
10	7.5	From W Drexel Avenue to W Rawson Avenue

1. Although not anticipated, borings will be terminated at shallower depths if refusal is encountered.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. It is anticipated that the client will field survey the borings after they are completed and provide the station, offset and surface elevation and provide this information for inclusion in our report.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using continuous hollow stem augers. Our drill rig will first drill through the asphalt. Pavement and base course will be measured then we will continue the boring to the planned depth or auger refusal, whichever is shallower. Three samples will be obtained in the upper 7.5 feet of each of the borings. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling and upon completion of drilling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Traffic Control: We have included a 2 person flagging crew, cones and signage per the MUTCD requirements.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property.

We will backfill borings with auger cuttings and/or bentonite pellets upon completion. Pavements will be patched with pre-mixed commercially-available, high early strength concrete. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through the Wisconsin DIGGER'S Hotline system. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Exploration efforts require borings into the subsurface; therefore, Terracon complies with local regulations to request a utility location service through Diggers Hotline. Due to the borings being completed within the road right of way, it is **not** anticipated that privately owned utility lines will be present at the boring locations. Therefore, fees for a private utility locator have not been included in this proposal. If information regarding the presence of private utility lines is known, it must be discussed with Terracon so that location of said utilities can be arranged for an extra fee.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Terracon will administer a right of way permit; however, it is assumed that the fees will be waived.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Hand penetrometer

Our laboratory testing program often includes examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Thickness of pavement and base course layers
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions
- Pavement design parameters for rehabilitation or reconstruction of existing pavement

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan

- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Stage1: If you need preliminary geotechnical data quickly, we can provide a Stage1 report in 3 to 5 business days. Terracon has amassed over 50+ years of historical projects to create better value for our clients. Using a GIS platform (pulling from over 750 databases), we have retrieved over 1,000,000 datapoints across the country, georeferenced each, and developed metadata that would allow for easy, and fast retrieval.

Because of this, we can provide a virtual boring log with preliminary geotechnical data and address the potential for subsurface contaminants, Natural and Cultural Resources, wetlands/waters, and threatened and endangered species that may affect your project's development.

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.



Exhibit C - Compensation and Project Schedule

Compensation-Basis of Payment

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in Exhibit B, our fees will be charged as follows:

Task	Lump Sum Fee
Subsurface Exploration, Traffic Control, Laboratory Testing, Geotechnical Consulting and Reporting	\$14,200

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	Within 5 days after notice to proceed
Site Characterization	10 days after completion of field program
Geotechnical Engineering	15 to 20 days after completion of field program

Delivery on Client Portal

Schedule ^{1, 2}

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

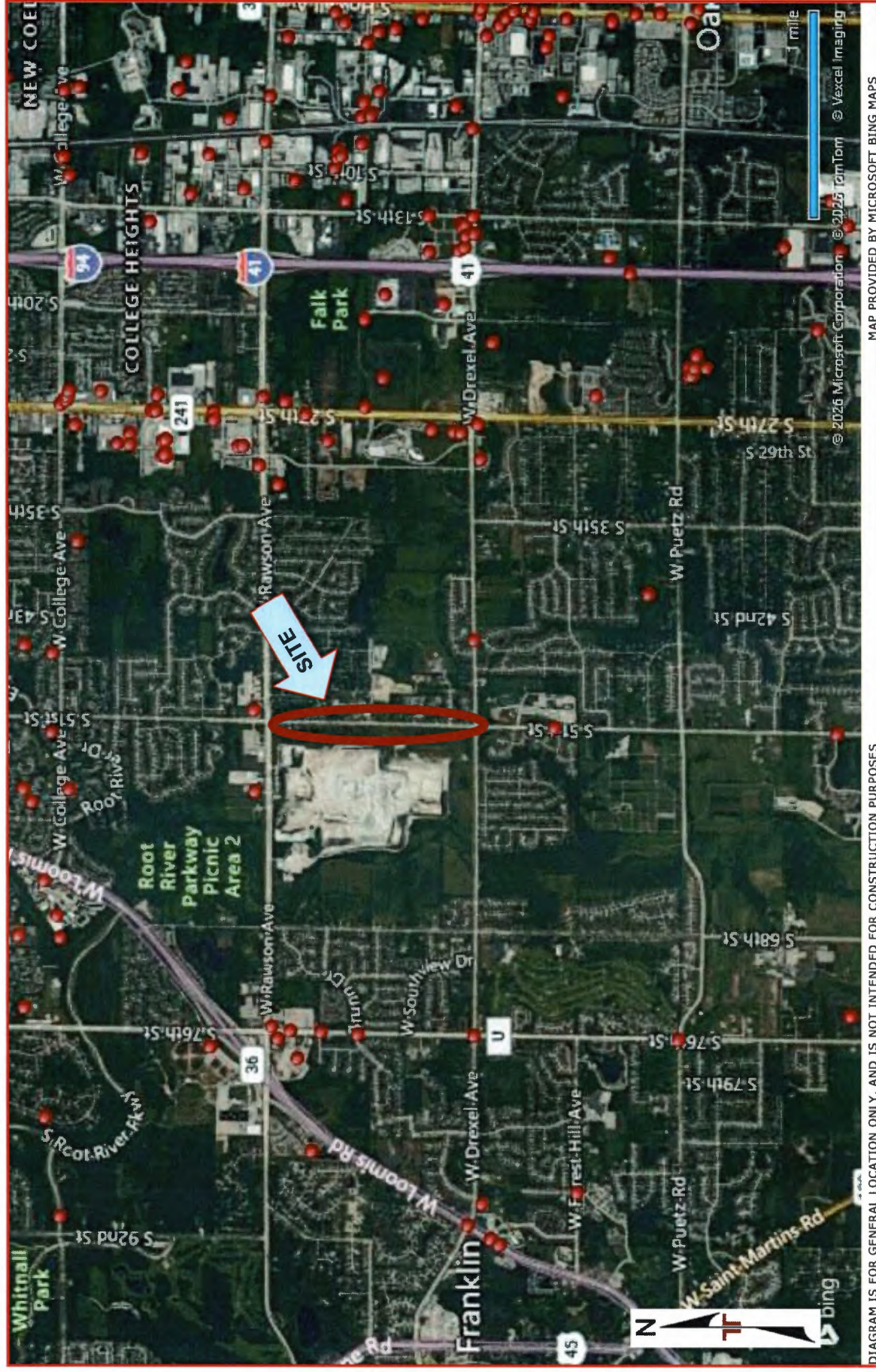
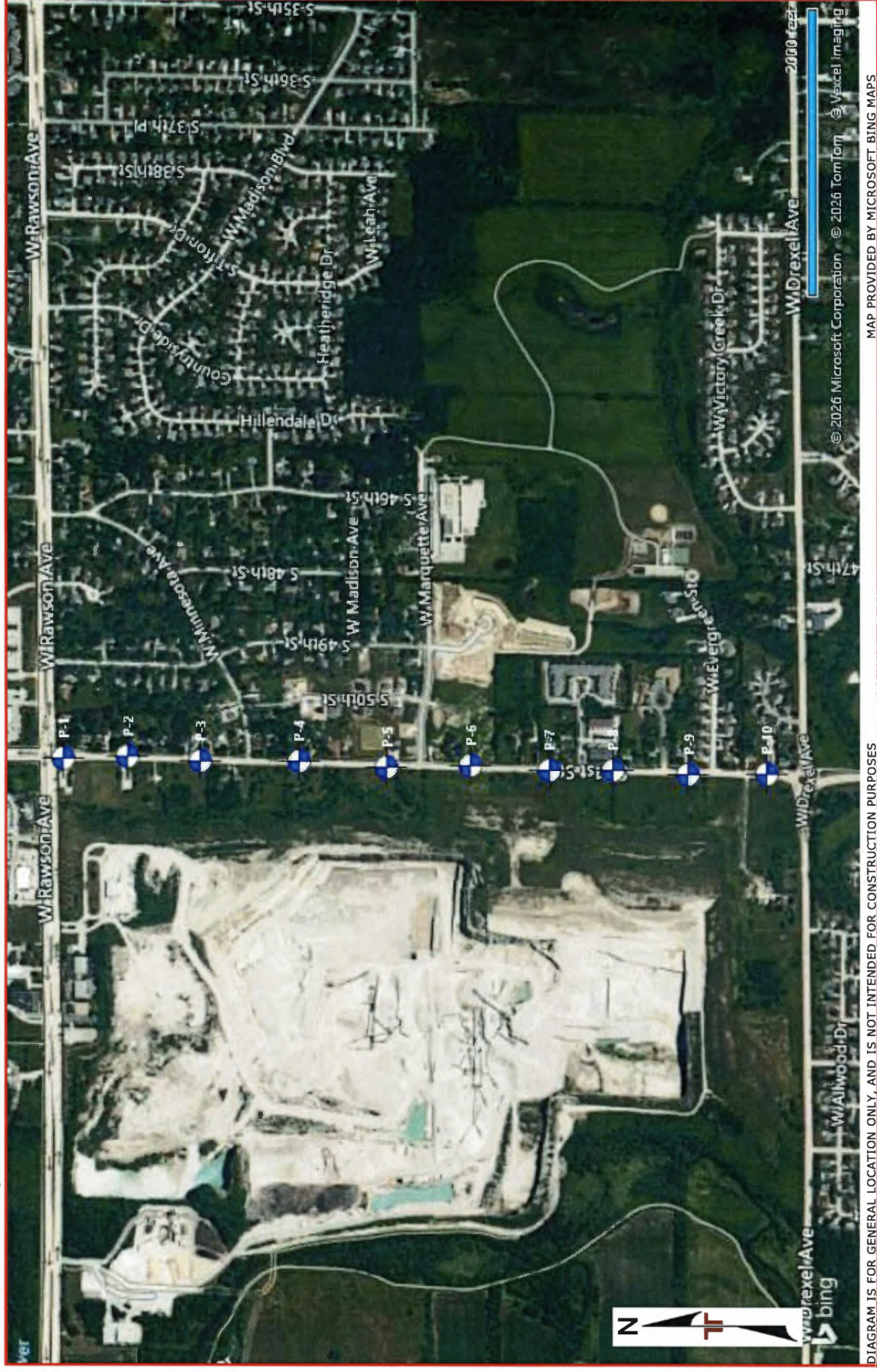


Exhibit E – Exploration Plan –



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/21/2026
REPORTS AND RECOMMENDATIONS	AUTHORIZATION TO BID WATER TOWER PARK PROJECT	ITEM NUMBER 15.4. District # 2

BACKGROUND

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$50,000.

The City of Franklin has teamed up with Ducks Unlimited to provide a plan for the Water Tower Park to enhance the wetlands, plant trees and grasses for the remainder of the park. The intent is to provide appropriate vegetation that will crowd out invasive species and minimize DPW maintenance efforts.

ANALYSIS

The City received a grant from the National Fish and Wildlife Foundation-Sustain Our Great Lakes that is providing funding for this project. The funding has an end date of June 30th, 2027. The design is completed by Ducks Unlimited and is now ready to publicly bid.

FISCAL NOTE

A budget amendment will need to occur. Franklin's 1:1 match for the grant (\$140,000) will be paid for from the Franklin's earmarked monies for the Green Program.

STAFF RECOMMENDATION

Authorize Staff to proceed to advertise and bid the Water Tower Park Restoration Project.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/21/2026
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH LOOMIS AND RYAN, INC., RYAN MEADOWS CONDOMINIUMS TAX KEY NO. 891 9062 000	ITEM NUMBER M. 5. Ald. Dist. # 6

BACKGROUND

Pursuant to the approval of a site plan for Loomis and Ryan, Inc. – Ryan Meadows Condominiums, it is necessary to enter into a development agreement for public infrastructure improvements on the site at an estimated cost of \$1,856,116.52.

ANALYSIS

This agreement provides for the necessary public infrastructure improvements required for the new Ryan Meadows Condominiums. Included in the agreement is work on a public water main, public sanitary sewer, and public roadway.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit “E” attached contingent upon receiving all necessary signatures from the developer.

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2026-_____ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Loomis and Ryan, Inc. TKN 891 9062 000 subject to review and approval by the City Attorney.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS
WITH LOOMIS AND RYAN INC. – RYAN MEADOWS CONDOMINIUMS
TKN 891 9062 000

WHEREAS, the Developer, Loomis and Ryan, Inc. is ready to proceed with the development at TKN 891 9062 000 and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

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

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

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

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

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

Introduced at a regular meeting of the Common Council 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 _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

RYAN MEADOWS CONDOMINIUMS

JULY 2026

**DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS CONDOMINIUMS**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 20____, by and between Loomis and Ryan, Inc, a Wisconsin Corporation, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

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

WHEREAS, the Developer having applied to the City for Special Use, Site Plan and Condominium Plat, and the approvals thereof by the City of Franklin Plan Commission and the City of Franklin Common Council, providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, as hereinafter set forth and;

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

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

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

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all

of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) One Million, Eight Hundred and Fifty Six Thousand, One Hundred and Sixteen and 52/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$1,856,116.52_____, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee shall may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from

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

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

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

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

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

subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) as set forth herein and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

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

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

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

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

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

9

_____)ss.
_____ COUNTY)

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

Notary Public, Milwaukee County, WI
My commission expires: _____

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

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS CONDOMINIUMS**

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

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS CONDOMINIUMS

LEGAL DESCRIPTION OF DEVELOPMENT

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS CONDOMINIUMS

GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS

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

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

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

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

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

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS CONDOMINIUMS

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

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

III. WATER SYSTEM

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

4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

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

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

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

V. STORM DRAINAGE

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

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

D. Responsibility of Discharged Water

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

VI. STREETS

A. Location

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

B. Names

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

C. Construction

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

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

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

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

D. Snow Removal and Ice Control

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

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

VII. EASEMENTS

A. Drainage

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

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Development monuments have been set.

2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

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

IX. DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of

\$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

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

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR RYAN MEADOWS CONDOMINIUMS

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$ 336,273.97
Sanitary System	\$ 216,033.70
Water System	\$ 200,585.98
Storm Sewer System	\$ 336,145.83
Paving (including sidewalk)	\$ 200,929.44
Street Trees (17) x \$400/lot)	\$ 6,800.00
Street Lights (1) @ approximately \$5,000/ea.	\$ 5,000.00
Street Signs	\$ 1,000.00
Underground Electric, Gas and Telephone	\$ 80,000.00
Retention Basin	Included in Grading
SUBTOTAL	\$ 1,382,768.92
Engineering/Consulting Services	\$ 100,000.00
Municipal Services (7% of Subtotal)	\$ 96,793.82
Contingency Fund (20% of Subtotal)	\$ 276,553.78
TOTAL:	\$ 1,856,116.52

Total: One Million, Eight Hundred and Fifty Six Thousand, One Hundred and Sixteen and 52/100 Dollars.

APPROVED BY: _____ Date: _____
Michael N. Paulos, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS CONDOMINIUMS

ADDITIONAL DEVELOPMENT REQUIREMENTS
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1. The Developer agrees that it shall pay to the City of Franklin the street light installation and underground wiring costs as determined by the WE Energies Company for one (1) 100-watt ornamental sodium vapor light(s).
2. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
3. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Developer agrees to pay the City for street trees planted by the City on Chicory Court at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Developer, the Developer's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Developer will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the

site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. The Developer shall install an 8-inch diameter water main on Chicory Court from the existing water main located at Meadowview Drive, south of the Development.
11. Prior to commencing any land disturbance, the Developer shall employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
12. The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
13. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.
14. The Developer shall create a Condominium Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Final Plat. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
15. Condominium Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.
16. Construction Requirements:
 - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.

- b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from Meadowview Drive.
17. The Developer shall provide for the connection to the existing Meadowview Drive and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS CONDOMINIUMS

CONSTRUCTION SPECIFICATIONS

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

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/21/2026
REPORTS & RECOMMENDATIONS	SURVEY RESULTS FOR WATER SERVICE ON SOUTH 92ND STREET AND WEST RYAN ROAD FROM HWY 100 TO THE 9700 BLOCK OF W. RYAN ROAD	ITEM NUMBER M. 6. District # 1 & 6

BACKGROUND

The City of Franklin Sewer and Water Department has received multiple requests from residents for public water main to their property. They are currently served by private well and their wells are going bad. The Engineering Department received approval on June 3rd, 2026 to survey the residents on S. 92nd Street and West Ryan Road from HWY 100 to the 9700 block of W. Ryan Road.

The Engineering Department surveyed these properties and the results are shown in the exhibit attached.

The Engineering Department and Utility Department agree that the water main extension is necessary to close a dead end in the water system. We are requesting Common Council to allow the engineering department to begin design of this water main to get it bid, constructed, and live prior to the 2027 Street Improvement Program and the Milwaukee County project of W. Ryan Road starting in Spring of 2027.

The Engineering Department will come back to Council for authorization to bid the project at a later date.

ANALYSIS

This request is only for action to start design of the project, however, below is the estimated breakdown of project costs:

Estimated project cost for water main extension= \$2,500,000.

Estimated special assessment reimbursement cost to the City= \$775,000.

FISCAL NOTE

The project is necessary to address identified water system infrastructure needs and maintain reliable service within the utility system. Funding for this project was not included in the initially adopted Water Utility Budget. However, based on further recommendation and review by the Board of Water Commissioners, the project has been determined to be necessary and time sensitive due to the timing of the Milwaukee County project.

The project will require General Obligation (GO) debt financing and is anticipated to be included in the GO debt borrowing scheduled to occur later this summer. A formal budget amendment to incorporate the project and associated funding will be presented to the Board of Water Commissioners for approval at their next meeting.

NOTE * The timing of this project can't be delayed.

STAFF RECOMMENDATION

Direct staff to begin design of the S. 92nd Street and W. Ryan Road water main extension project.

ADDRESS	In Favor of	Against	No Preference	Comments
S 92ND ST	X			
W RYAN RD			X	
9150 W RYAN PL				
9110 W RYAN PL	X			What would be the cost to each property owner?
9301 S 92ND ST		X		
9445 S 92ND ST		X		
9461 S 92ND ST				
9465 S 92ND ST				
9478 S 94TH ST			X	
9481 S 94TH ST				
9308 S 92ND ST				
W ST MARTINS RD	X			
9400 S 92ND ST				
9161 S 92ND ST		X		
S 92ND ST	X			
9205 S 92ND ST	X			
9322 W WOODVIEW DR				
9490 S 96TH ST				
9533 W RYAN RD	X			Over all neighbors in the area shared the water from city is needed. It will help familes in the area.
9645 W RYAN RD	X			
9147 S 92ND ST		X		
9218 W BRIARWOOD DR				
9265 S 92ND ST				
9325 S 92ND ST				
9623 S 92ND ST				
9416 S 92ND ST		X		We have well water which is perfectly fine and works without any problems or concerns for us.
9211 S 92ND ST				
9255 S 92ND ST				
9331 S 92ND ST	X			Please see attached email.
9351 S 92ND ST		X		What is the appozimate cost to me? Is it mandatory that my well is abandoned? How long until I am required to connect to City water? Do I have any say as to where the water service lateral is? Thank you!
9411 S 92ND ST	X			
9485 S 96TH ST				
9533 W RYAN RD	X			



Survey Results



Legend

Parcels

Tax Parcels

Administrative

Municipal Boundaries

- In Favor
- Not in Favor
- Not returned/
No preference

Notes



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

MILWAUKEE COUNTY GIS AND LAND INFORMATION

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/21/2026
REPORTS & RECOMMENDATIONS	Ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone property located at 2821 West College Avenue (TKN 714 9973 001) to B-MU – South 27th Street Mixed Use District (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC, Property Owner)	ITEM NUMBER M. 7. Ald. Dist. #3
At its July 9, 2026 meeting, the Plan Commission unanimously recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone property located at 2821 West College Avenue (TKN 714 9973 001) to B-MU – South 27th Street Mixed Use District (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC, Property Owner). COUNCIL ACTION REQUESTED A motion to adopt Ordinance No. 2026-____, to amend the Unified Development Ordinance (Zoning Map) to rezone property located at 2821 West College Avenue (TKN 714 9973 001) to B-MU – South 27th Street Mixed Use District (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC, Property Owner).		

Department of City Development: NJF

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 06-27-26]

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE PROPERTY LOCATED AT 2821 WEST COLLEGE AVENUE (TKN 714 9973 001) TO B-MU - SOUTH 27TH STREET MIXED USE DISTRICT (JUSTIN BARNES, CLUB CAR WASH OPERATING, LLC, APPLICANT) (COLLEGE AVENUE ASSOCIATES, LLC, PROPERTY OWNER)

WHEREAS, Justin Barnes of Club Car Wash Operating, LLC having petitioned the City of Franklin for the rezoning of approximately 0.885 acres of land, from B-G – General Business District to B-MU – South 27th Street Mixed Use District, such land addressed as 2821 West College Avenue (TKN 714 9973 001); and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 9th day of July, 2026, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

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

SECTION 1: §15-2-03 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for 2821 West College Avenue (TKN 714 9973 001) described below, be changed from B-G – General Business District to B-MU – South 27th Street Mixed Use District; and

THE WEST 135.43 FEET OF THE EAST 540.64 FEET OF THE NORTH 25 ACRES OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, EXCEPTING THEREFROM THE NORTH 55 FEET THEREOF.

FURTHER EXCEPTING THAT PART CONVEYED BY SPECIAL WARRANTY DEED TO THE SALVATION ARMY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION RECORDED AUGUST 5, 2025 AS DOCUMENT NO. 11528028 DESCRIBED AS FOLLOWS:

LANDS IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

THE SOUTH 72.53 FEET OF THE WEST 135.43 FEET OF THE EAST 540.64 FEET OF THE NORTH 25 ACRES OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

TAX KEY NO. 714-9973-000 NKA 714-9973-001

ADDRESS: 2821 WEST COLLEGE AVENUE

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

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

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

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

Item C.3 & C.4.

Meeting of July 9, 2026

Rezoning, Conditional Use, and Certified Survey Map

RECOMMENDATION: City Development staff recommends approval of the Rezoning and Certified Survey Map; however, it is recommended that the Conditional Use application be tabled and return to the Plan Commission upon submittal of a sound study in accordance with Section 15-5-13B. of the Unified Development Ordinance (UDO).

Project name:	Club Car Wash
Property Owner:	TS Collins College Avenue, LLC & College Avenue Association LLC
Applicant:	Justin Barnes, Club Car Wash
Agent:	Michael Leidig, Robert E. Lee and Associates, Inc.
Property Address/TKN:	6311 S 27th Street / 714 9973 000 2723 W. College Avenue / 714 9969 001 2729 W. College Avenue / 714 9970 001 2807 W. College Avenue / 714 9971 000 2821 W. College Avenue / 714 9973 001
Aldermanic District:	District 3
Zoning District:	B-MU District and B-G District
Staff Planner:	Nick Fuchs, Planning Associate
Application number:	PPZ26-0069, PPZ26-0070, PPZ26-0077, and PPZ26-0078

Please note:

- Staff recommendations are underlined and in italics, and included in the attached resolution as conditions of approval.
- Staff suggestions are only underlined, and not included in the attached resolution.

PROJECT ANALYSIS

The applicant filed a Rezoning, Conditional Use, Certified Survey Map, and Site Plan applications related to the construction of a car wash facility and use located at the southwest corner of S. 27th Street and W. College Avenue.

Rezoning

The applicant is proposing to rezone the property located at 2821 W. College Avenue to B-MU District. The rezoning to B-MU is consistent with the existing zoning of the other parcels included in this development.

Conditional Use Permit

A carwash use is allowed in the B-MU District as a Conditional Use per Table 15-3-04(C) of the UDO. The proposed use is subject to Section 15-9-06H. General Standards for Conditional Uses as well as the use-specific standards of Section 15-4-09B.

Section 15-5-13B. of the UDO also requires the submission of a sound study. This has not yet been provided. As such, staff is recommending the Conditional Use Permit Application be tabled.

Below are staff's findings related to the standards listed within Section 15-9-06.H.

Summary of Standard	Staff's Finding
1. <i>Ordinance and Comprehensive Master Plan purposes and intent.</i>	The <i>City of Franklin 2025 Comprehensive Master Plan</i> designates the future land use of this property as Commercial. A car wash is a commercial use and the proposed rezoning and use is consistent with the Master Plan.
2. <i>No Undue Adverse Impact</i>	The required sound study must be reviewed prior to determining if there will be any undue adverse impact resulting from the proposed use.
3. <i>Compatibility with Surrounding Development.</i>	There is a single-family residential use directly abutting the development to the west as well as additional single-family homes located further west along W. College Avenue. These properties are zoned B-G District and planned for commercial uses. Again, the upcoming sound study must be reviewed to consider the compatibility with the surrounding development.
4. <i>Adequate Public Facilities.</i>	The development will require separate Engineering Department review, which will include the review of public facilities, which is a condition of this approval. Staff anticipates that there are adequate public sewer and water facilities to serve the development.
5. <i>Adequate Circulation.</i>	The development includes access to W. College Avenue as well as access to S. 27 th Street via a cross access driveway through the property to the south.
6. <i>No Destruction of Significant Features.</i>	Three single-family homes were recently razed and the commercial building located at 6311 S. 27 th Street has been vacant for a long period of time. The applicant also completed a Natural Resource Protection Plan and is in compliance with UDO protection standards.

The applicant has provided responses, italicized below, related to the use-specific standards of Section 15-4-09B. for carwashes.

- Hours of operation shall be restricted to between 7:00 a.m. and 10:00 p.m.

Hours of operation are 7 AM-8 PM during summer and 7 AM – 7 PM during daylight saving time, with the car wash being open 8 AM -8 PM or 8 AM – 7 PM on Sundays (depending on the season)

2. All car wash facilities and accessory equipment such as vacuums, dryers, and accessory buildings and structures shall be set back a minimum of two hundred (200) feet from any parcel with an existing residential use or in a residential district. Such facilities and equipment shall be enclosed within a building, except for self-service vacuum units.

Per the included site plan, all car wash equipment is setback 200' from the residential use to the west.

3. If self-service vacuum facilities are provided, a minimum of one (1) parking space for each vehicle capable of being serviced at any one (1) time at such vacuum facility shall be provided. Such parking spaces for accessory vacuum facilities shall not interfere with circulation or entrance or exit drives.

Vacuum parking stalls are provided with each vac having its own designated parking stall for service.

4. Accessory equipment such as vacuum facilities shall be set back a minimum of twenty (20) feet from all property lines.

Accessory equipment such as vacuums are setback greater than 20' from the property lines, see the revised attached site plan.

5. All full-service or conveyor-based carwash facilities shall be equipped with a water recycling system that shall recycle a minimum of fifty (50) percent of the water being used by the facility.

This wash does have reclamation tanks under the pavement on the south side of the wash, these reclaim 50% of the water used by the wash and reuse it for washing undercarriage and other non-sensitive areas of the car.

6. Drainage from outdoor storage and/or activity areas shall be directed to gravel, grassed, or other planted areas in a manner that prevents direct discharge to storm drain inlets and surface waters.

No outdoor storage or activity which would contaminate stormwater is proposed.

7. Measures for containment of potentially contaminated runoff from vehicle-related activities shall be incorporated into the site plan and drainage plan to ensure that contaminated runoff does not reach storm drains or surface waters.

Staff on site are trained to properly handle chemicals on site to prevent spills. Chemicals are not handled outdoors and are used inside. The staff who handle the chemicals are limited to minimize the number of people interacting with these chemicals to prevent spills on site.

8. The City Engineer shall review plans to ensure sufficient measures, including grading and where necessary oil/water separation or equivalent structures, have been incorporated into the site plan to comply with Section 5-5-13.

BMPs will be utilized (such as skimmers) in inlets to comply with section 5-5-13.

Certified Survey Map

The proposed Certified Survey Map combines five existing properties to accommodate the proposed development. The total acreage of the combined parcels is 2.168-acres.

Site Plan

The proposed site plan includes the 4,358 square foot building and associated parking, drives, landscaping, and lighting. The applicant has noted that an underground storm water management system will likely be proposed to comply with storm water management requirements. Upon initial review, the Site Plan is in conformance with B-MU District development standards.

As the building is less than 20,000 square feet, the Site Plan is subject to staff review and approval in accordance with Section 15-9-03B. of the UDO. Site Plan approval will also be contingent upon approval from the Engineering Department for grading, stormwater management, utilities and erosion control, prior to any land disturbance activity.

Natural Resource Protection Plan (NRPP)

In 2024, the current property owner received approval of a Certified Survey Map, Site Plan, and Natural Resource Special Exception for the properties located at 6311 S. 27th Street and 2821 W. College Avenue. This submission included a NRPP and conservation easement to protect the wetland area on the south end of the 2821 W. College Avenue property.

For this submission, the applicant completed a NRPP for the three properties along W. College Avenue containing single-family homes. According to the applicant, no natural resources features were identified.

STAFF RECOMMENDATION

City Development staff recommends approval of the Rezoning and Certified Survey Map; however, it is recommended that the Conditional Use application be tabled and return to the Plan Commission upon submittal of a sound study in accordance with Section 15-5-13B. of the Unified Development Ordinance (UDO).

June 1, 2026

Nick Fuchs – Planning Associate
CITY OF FRANKLIN
9229 West Loomis Road
Franklin, WI 53132

RE: Club Car Wash Development – 6311 S. 27th Street – Franklin WI

Dear Mr. Fuchs:

On behalf of Club Car Wash, Robert E. Lee & Associates, Inc. is submitting the attached Conditional Use Permit and Rezone application and associated documentation for the proposed car wash development at 6311 S. 27th Street, Franklin, WI. The proposed project includes the demolition of the existing structure and pavement on site, and the construction of an automated car wash building, the associated paved parking lot, driveways, stormwater BMP, and vacuum stations.

Club Car Wash is based in Columbia, MO and started in 2006 as Tiger Express Car Wash. Since then, they have expanded across the country and are now in more than 250 locations, all operated by Club Car Wash because they do not franchise. For a monthly fee, Club Car Wash offers memberships at different tiers corresponding to car wash options so you can wash your car daily. You also have the option as a non-member to drive up for a one-time purchase car wash.

This site is proposed to have approximately 4 staff members on site at all times, with a fifth manager floating around between sites. Two staff members are stationed at the pay booth to complete transactions and sign folks up for club memberships. Two additional members are at the entrance of the tunnel directing vehicles into the wash and using power washers to loosen stuck on debris from the front of cars prior to entering the wash. At the end of the wash, approximately 70% of cars go to the self-service vacuums to clean out the insides of the cars. Towels are also provided here to wipe down the interiors of cars.

At the vacuum stations, hoses are provided on each side of the car, as well as a widened parking space to allow two vehicles next to each other to open car doors and maneuver around without issue and in a safe manner. The vacuum stanchion poles have a clip for car floor mats for ease of cleaning. Behind the vacuum stanchion poles (but attached to them) are trash receptacles which provide easy access for customers to discard unwanted trash. These are emptied every hour by staff to maintain a cleanly site.

Self-service vacuums are available to the public and customers alike during business hours.

Typical traffic on site generally matches with the ITE traffic numbers, around 90 trips during the peak hour. Car washes however typically don't "generate" trips in the traditional sense; customers typically don't leave their home or make a special trip to the area just to get a car wash. Typically, these are pass-by trips of folks who are already in the area who turn into the site to get a car wash, then continue their typical travel route. This is why the location of the car wash is so critical.

The car wash can hold approximately 6 cars at a time and can discharge a car from the wash every 30 seconds at maximum operating conditions. The site can provide more than 38 queuing spaces for vehicles which is ample to prevent backups of vehicles off site.

The proposed car wash will be open Monday to Saturday from 7:00 AM to 8:00 PM during the summer and 7:00 AM to 7:00 PM during daylight savings. The car wash will only be open 8:00 AM to 8:00 PM or 8:00 AM to 7:00 PM on Sundays.

The proposed rezone is consistent with the City master Plan (2025) as the future land use map notes this parcel as a commercial zoning district, and the comprehensive plan states "The City continues to see a demand in high quality commercial and business park development, particularly along 27th street..." which this development is.

The conditional use request also meets the standards outlined in UDO Section 15-9-06.H in the following ways:

1. As mentioned above, the proposed development meets with the existing comprehensive plan and ordinance in that it is a high quality, nationally recognized commercial brand seeking to provide a needed and high-quality commercial service to residents of Franklin, and those traveling through. The development uses high quality construction materials as well as quality landscaping materials to ensure an attractive site which meets with the intent of the comprehensive master plan and ordinance.
2. There is not anticipated to be any impairment to adjacent properties, the character of the area, public health, safety, morals, comfort, welfare, or property values within the neighborhood. The car wash and any car washing accessories (vacuum stations) are proposed to be setback 200' or more from the adjacent single family home, the noise generating features are concentrated on the east side of the site near the busy intersection so that the noise of the use will blend into the traffic noise at the intersection, and having a nationally recognized brand with a quality track record in this location will help increase commercial development and redevelopment in the area.
3. Surrounding development at this intersection as shown on the attached zoning exhibit includes other commercial businesses (drug store, grocery store, thrift store, pet store) as well as auto focused uses (gas station, large parking lot). This proposed use will not dominate or interfere with the use and development of the neighboring properties.

4. All available information suggests that existing facilities including on utilities, access, and refuse disposal are adequate to provide for the safe and efficient operation of the proposed facility.
5. The proposed roadways at the intersection (CTH ZZ and STH 241) have 18,000 and 30,000 daily cars respectively. The proposed car wash has a typical peak hour trip count of 90 with most of these trips being pass by trips (not new cars being brought to the area, just people passing by visiting the site). Access is proposed to be provided by an existing driveway connection to CTH ZZ with no new connection being proposed. It is not anticipated that this use will have a significant impact on the existing traffic patterns and flows in the area.
6. No cultural or significant natural resource features were identified on site and are not anticipated. If any are found during construction, all required local, state, and federal requirements will be met.

Please do not hesitate to contact me regarding any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Michael R. Leidig, P.E. (WI, IL, MN, OK)
Project Manager

MRL

ENC.

May 30, 2026

Nick Fuchs
Planning Associate
City of Franklin
9229 West Loomis Road
Franklin, WI 53132
(414) 550-1889
NFuchs@franklinwi.gov

RE: Natural Resource Feature Review
2807, 2729 & 2723 West College Avenue, Franklin WI 53132

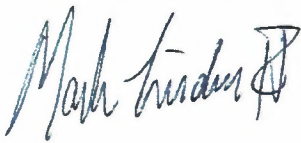
Dear Mr. Fuchs:

Robert E. Lee & Associates, Inc. conducted a review of natural resource features indicated in Article 7 of the Natural Resource Protection Standards on three residential lots located at 2807, 2729 and 2723 West College Avenue, City of Franklin, Milwaukee County, Wisconsin. Properties were visited on May 27, 2026, for the presence of trees over 8 inches diameter at breast height (DBH) and wetland features. No evidence of wetland features was found on the three parcels, and all trees appeared to have been removed. Sprouting of new growth from the cut stumps was present, however, resprouts were not larger than 8" DBH.

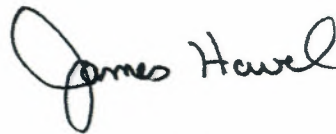
Please find attached a photo log of the parcels reviewed.

Please contact our office if you have any questions or need additional information.

ROBERT E. LEE & ASSOCIATES, INC.



Mark Linder
Ecologist
nkintopf@releeinc.com



James Havel
Senior Ecologist
jhavel@releeinc.com



Photo 1. Rear view of 2807 W. College Ave, facing north.



Photo 2. Rear view of 2729 and 2723 W. College Ave, facing northeast.



Photo 3. 2807 (foreground) and 2729 (background) W. College Ave, facing northeast.



Photo 4. 2807 W. College Ave, facing east.



Photo 5. View between 2807 and 2729 W. College Ave, facing south.



Photo 6. View between 2729 and 2723 W. College Ave, facing south.



Photo 7. 2723 W. College Ave, facing southwest.



Photo 8. Backyard of 2723 (foreground) and 2729 (background) W. College Ave, facing west.



Photo 9. Stump sprout regrowth in rear of 2723 W. College Ave, facing northwest.



Photo 10. Area between residential lots and Salvation Army parking lot, facing northwest.



Photo 11. Rear of 2729 and 2723 W. College Ave, facing north.



Photo 12. Area between Salvation Army parking lot and residential lots, facing west.



Photo 13. Rear of 2807 W. College Ave. with mulch piles, facing north.



Photo 14. Rear of 2729 and 2723 W. College Ave, facing northeast.



Photo 15. Rear of residential lots overview, facing north.



Photo 16. Site overview, facing northeast.



NO.		DATE	APPROV.	REVISION		DESIGNED	6311 S 27TH STREET SITE IMPROVEMENT PLAN FOR CLUB CAR WASH		2821 W. COLLEGE AVE ZONING EXHIBIT		DATE FILED	FILE NO.	 AREL Robert E. Lee 1295 Central Express Blvd. Neenah, WI (920) 649-9641 rlee@arel.com
						DESIGNED					FILE NO.	JOB NO.	

Table 15-9-04(A)(4): Calculation of Natural Resource Protection Land Area		
	Resource/Feature	Total Land Surface Area of Each Natural Resource Feature (acres or square feet; use throughout)
a.	SEWRPC Primary Environmental Corridor	0
b.	SEWRPC Secondary Environmental Corridor	0
c.	SEWRPC Isolated Natural Resource	0
d.	Surface Water or Wetland Buffer	0
e.	Woodland or Forest	12427
f.	Wetland	0
g.	Degraded Wetland	0
h.	Lake or Pond	0
i.	Gross Land Surface Area of Natural Resource Features	12427
j.	Net Natural Resource Protection Land - Total area of the site lying within the boundaries of at least 1 Natural Resource feature (a) through (h)	0

Table 15-9-04(A)(5): Calculation of Base Site Area for Developme

Step	Land Area to Be Determined	Calculation
a.	Gross Land Area	Gross Site Area
b.	Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites	From Site Plan
c.	Land reserved for open space as part of a previously approved development or land division	From Site Plan
d.	Land Area to be Reserved for Parks and Schools	From Site Plan
e.	Net Natural Resource Protection Land	Table 15-9-04(A)(4), Row j)
f.	Net Buildable Area for Development	$(f) = (a) - \{ \text{sum } (b+c+d+e) \}$

nt
Area (square feet or acres; use throughout)
94418
0
12427
0
0
81991



2 TYPICAL LIGHT POLE DETAIL (0-30H)
MEP4 NOT TO SCALE

MEP4

Landscape Installation Notes:

- Landscape Contractor is responsible for coordinating work with general contractor to ensure the landscape scope of work doesn't interfere with existing or bulk conditions. They should note any discrepancies to the general contractor.
- Landscape Contractor is responsible for verifying the location of underground utilities by calling local utility marking service.
- All plant material should be inspected by Landscape Contractor prior to installation to determine overall appearance and condition. Plant material that is damaged or has clear signs of stress should be rejected.
- Quantities of material shown on plan take precedence over the specification list or legend recommendations are required. Landscape Contractor is responsible for submitting recommendations to the client or client's representative.
- Irrigation system required and to be designed by qualified Irrigation Contractor - system must be programmable and capable of colorless day use.
- The proposed landscape plan will mitigate/enhance site conditions in accordance to city requirements.
- All planting beds adjacent to turf grass shall be edged with vinyl or steel landscaping edging.
- Individual trees planted within turf grass shall have a 4" minimum diameter mulched tree ring.

PLANTING:

- When excavating for plant pits, any excess rock or building material should be removed and replaced with specified soil mix backfill.
- All plant tags should be removed from material by Landscape Contractor.
- All planting beds and trees should receive a minimum 3" deep layer of shredded hardwood mulch, unless otherwise noted.
- All backfill around plant material should be removed during planting.
- All new backfills and stakes should be removed during planting.
- Cut and remove top half of burled second rootballs and cut and remove any wires around trunk or root flare.
- All stakes and guy wires and tree wrap are to be removed no more than 1 year after installation.
- Tree wrap, if used, is to be installed by November 1 and to be removed by April 1.
- All canopy/shade trees to be a minimum of 4" caliper as measured 8' above root flare.

TREE PLANTING

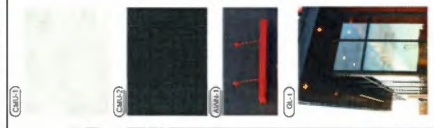
NOTE: USE MULCH PER PLANS/SPEC'S

SHRUB PLANTING

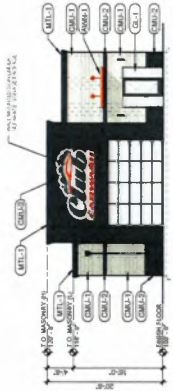
NOTE: PRUNE ANY BROKEN BRANCHES AFTER PLANTING. DAMAGED SHRUBS OR BACKCUMBERING ROOT BALLS WILL BE REJECTED.



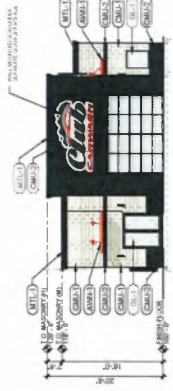
REFERENCE



GLAZING PERCENTAGES AT TRANSPARENCY ZONE			
ENTRANCE (FRONT)		EXIT (STREET FACING)	
REQUIRED	+ 165 SF = 40%	REQUIRED	+ 165 SF = 30%
PROVIDED	+ 214 SF = 53%	PROVIDED	+ 187 SF = 47%
WASH BAY (STREET FACING)		EQUIPMENT (N/A - OTHER FRONT NOR STREET FACING)	
REQUIRED	+ 341 SF = 30%		
PROVIDED	+ 403 SF = 35%		



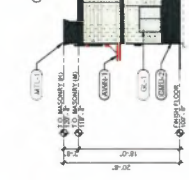
5 | ENTRANCE
1" = 1/2" = 1'



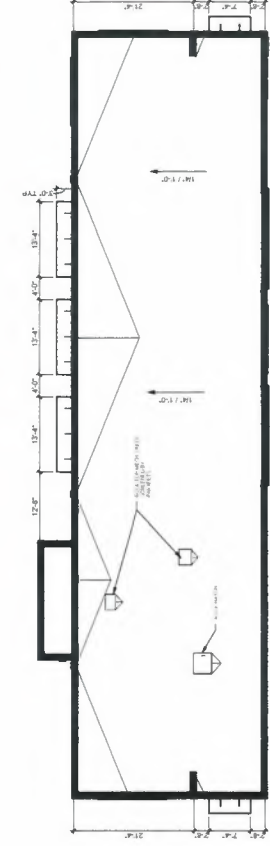
6 | EXIT
1" = 1/2" = 1'



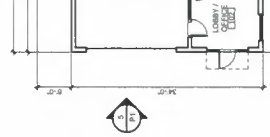
4 | WASH BAY
1" = 1/2" = 1'



2 | EQUIPMENT
1" = 1/2" = 1'



3 | ROOF PLAN
1" = 1/2" = 1'



1 | FLOOR PLAN
1" = 1/2" = 1'



1 | FLOOR PLAN
1" = 1/2" = 1'



2 | EQUIPMENT
1" = 1/2" = 1'



3 | ROOF PLAN
1" = 1/2" = 1'



4 | WASH BAY
1" = 1/2" = 1'



5 | ENTRANCE
1" = 1/2" = 1'



6 | EXIT
1" = 1/2" = 1'



7 | ROOF PLAN
1" = 1/2" = 1'



8 | WASH BAY
1" = 1/2" = 1'



9 | ENTRANCE
1" = 1/2" = 1'



10 | EXIT
1" = 1/2" = 1'



11 | FLOOR PLAN
1" = 1/2" = 1'



12 | ROOF PLAN
1" = 1/2" = 1'



13 | WASH BAY
1" = 1/2" = 1'



14 | ENTRANCE
1" = 1/2" = 1'



15 | EXIT
1" = 1/2" = 1'



16 | ROOF PLAN
1" = 1/2" = 1'



17 | WASH BAY
1" = 1/2" = 1'



18 | ENTRANCE
1" = 1/2" = 1'



19 | EXIT
1" = 1/2" = 1'



20 | ROOF PLAN
1" = 1/2" = 1'



21 | WASH BAY
1" = 1/2" = 1'



22 | ENTRANCE
1" = 1/2" = 1'



23 | EXIT
1" = 1/2" = 1'



24 | ROOF PLAN
1" = 1/2" = 1'



25 | WASH BAY
1" = 1/2" = 1'



26 | ENTRANCE
1" = 1/2" = 1'



27 | EXIT
1" = 1/2" = 1'



28 | ROOF PLAN
1" = 1/2" = 1'



29 | WASH BAY
1" = 1/2" = 1'



30 | ENTRANCE
1" = 1/2" = 1'



31 | EXIT
1" = 1/2" = 1'



32 | ROOF PLAN
1" = 1/2" = 1'



33 | WASH BAY
1" = 1/2" = 1'



34 | ENTRANCE
1" = 1/2" = 1'



35 | EXIT
1" = 1/2" = 1'



36 | ROOF PLAN
1" = 1/2" = 1'



37 | WASH BAY
1" = 1/2" = 1'



38 | ENTRANCE
1" = 1/2" = 1'



39 | EXIT
1" = 1/2" = 1'



40 | ROOF PLAN
1" = 1/2" = 1'



41 | WASH BAY
1" = 1/2" = 1'



42 | ENTRANCE
1" = 1/2" = 1'



43 | EXIT
1" = 1/2" = 1'



44 | ROOF PLAN
1" = 1/2" = 1'



45 | WASH BAY
1" = 1/2" = 1'



46 | ENTRANCE
1" = 1/2" = 1'



47 | EXIT
1" = 1/2" = 1'



48 | ROOF PLAN
1" = 1/2" = 1'



49 | WASH BAY
1" = 1/2" = 1'



50 | ENTRANCE
1" = 1/2" = 1'



51 | EXIT
1" = 1/2" = 1'



52 | ROOF PLAN
1" = 1/2" = 1'



53 | WASH BAY
1" = 1/2" = 1'



54 | ENTRANCE
1" = 1/2" = 1'



55 | EXIT
1" = 1/2" = 1'



56 | ROOF PLAN
1" = 1/2" = 1'



57 | WASH BAY
1" = 1/2" = 1'



58 | ENTRANCE
1" = 1/2" = 1'



59 | EXIT
1" = 1/2" = 1'



60 | ROOF PLAN
1" = 1/2" = 1'



61 | WASH BAY
1" = 1/2" = 1'



62 | ENTRANCE
1" = 1/2" = 1'



63 | EXIT
1" = 1/2" = 1'



64 | ROOF PLAN
1" = 1/2" = 1'



65 | WASH BAY
1" = 1/2" = 1'



66 | ENTRANCE
1" = 1/2" = 1'



67 | EXIT
1" = 1/2" = 1'



68 | ROOF PLAN
1" = 1/2" = 1'



69 | WASH BAY
1" = 1/2" = 1'



70 | ENTRANCE
1" = 1/2" = 1'



71 | EXIT
1" = 1/2" = 1'



72 | ROOF PLAN
1" = 1/2" = 1'



73 | WASH BAY
1" = 1/2" = 1'



74 | ENTRANCE
1" = 1/2" = 1'



75 | EXIT
1" = 1/2" = 1'



76 | ROOF PLAN
1" = 1/2" = 1'

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 21, 2026
REPORTS AND RECOMMENDATIONS	Resolution conditionally approving a 1 Lot Certified Survey Map, being part of the Northeast 1/4 of the Northeast 1/4, Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (6311 S. 27th Street (TKN 714 9973 000), 2723 W. College Avenue (TKN 714 9969 001), 2729 W. College Avenue (TKN 714 9970 001), 2807 W. College Avenue (TKN 714 9971 000), AND 2821 W. College Avenue (TKN 714 9973 001)) (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC AND TS Collins College Avenue Associates, LLC, Property Owners)	ITEM NUMBER M. 8. Ald. Dist. #3

At their July 9, 2026 meeting, the Plan Commission unanimously recommended approval of a 1 Lot Certified Survey Map, being part of the Northeast 1/4 of the Northeast 1/4, Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (6311 S. 27th Street (TKN 714 9973 000), 2723 W. College Avenue (TKN 714 9969 001), 2729 W. College Avenue (TKN 714 9970 001), 2807 W. College Avenue (TKN 714 9971 000), AND 2821 W. College Avenue (TKN 714 9973 001)) (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC AND TS Collins College Avenue Associates, LLC, Property Owners).

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution conditionally approving a 1 Lot Certified Survey Map, being part of the Northeast 1/4 of the Northeast 1/4, Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (6311 S. 27th Street (TKN 714 9973 000), 2723 W. College Avenue (TKN 714 9969 001), 2729 W. College Avenue (TKN 714 9970 001), 2807 W. College Avenue (TKN 714 9971 000), AND 2821 W. College Avenue (TKN 714 9973 001)) (Justin Barnes, Club Car Wash Operating, LLC, Applicant) (College Avenue Associates, LLC AND TS Collins College Avenue Associates, LLC, Property Owners).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 06-27-2026]

RESOLUTION NO. 2026-_____

A RESOLUTION CONDITIONALLY APPROVING A ONE-LOT CERTIFIED SURVEY MAP, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (6311 S. 27TH STREET (TKN 714 9973 000), 2723 W. COLLEGE AVENUE (TKN 714 9969 001), 2729 W. COLLEGE AVENUE (TKN 714 9970 001), 2807 W. COLLEGE AVENUE (TKN 714 9971 000), AND 2821 W. COLLEGE AVENUE (TKN 714 9973 001)) (JUSTIN BARNES, CLUB CAR WASH OPERATING, LLC, APPLICANT) (COLLEGE AVENUE ASSOCIATES, LLC AND TS COLLINS COLLEGE AVENUE ASSOCIATES, LLC, PROPERTY OWNERS)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a combination of lands being part of the Northeast 1/4 of the Northeast 1/4, Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; and

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

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

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-8.10B. of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. Club Car Wash Operating, LLC, successors and assigns, and any developer of the Club Car Wash one (1) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.14E. thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Club Car Wash Operating, LLC and the one (1) lot certified survey map project for the properties located at 6311 S 27th Street (TKN 714 9973 000), 2723 W. College Avenue (TKN 714 9969 001), 2729 W. College Avenue (TKN 714 9970 001), 2807 W. College Avenue (TKN 714 9971 000), and 2821 W. College Avenue (TKN 714 9973 001): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

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

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, College Avenue Associates, LLC and TS Collins College Avenue Associates, LLC, with the Office of the Register of Deeds for Milwaukee County.

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

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

CLUB CAR WASH OPERATING, LLC
CERTIFIED SURVEY MAP
RESOLUTION NO. 2026-_____
Page 3

APPROVED:

John R. Nelson, Mayor

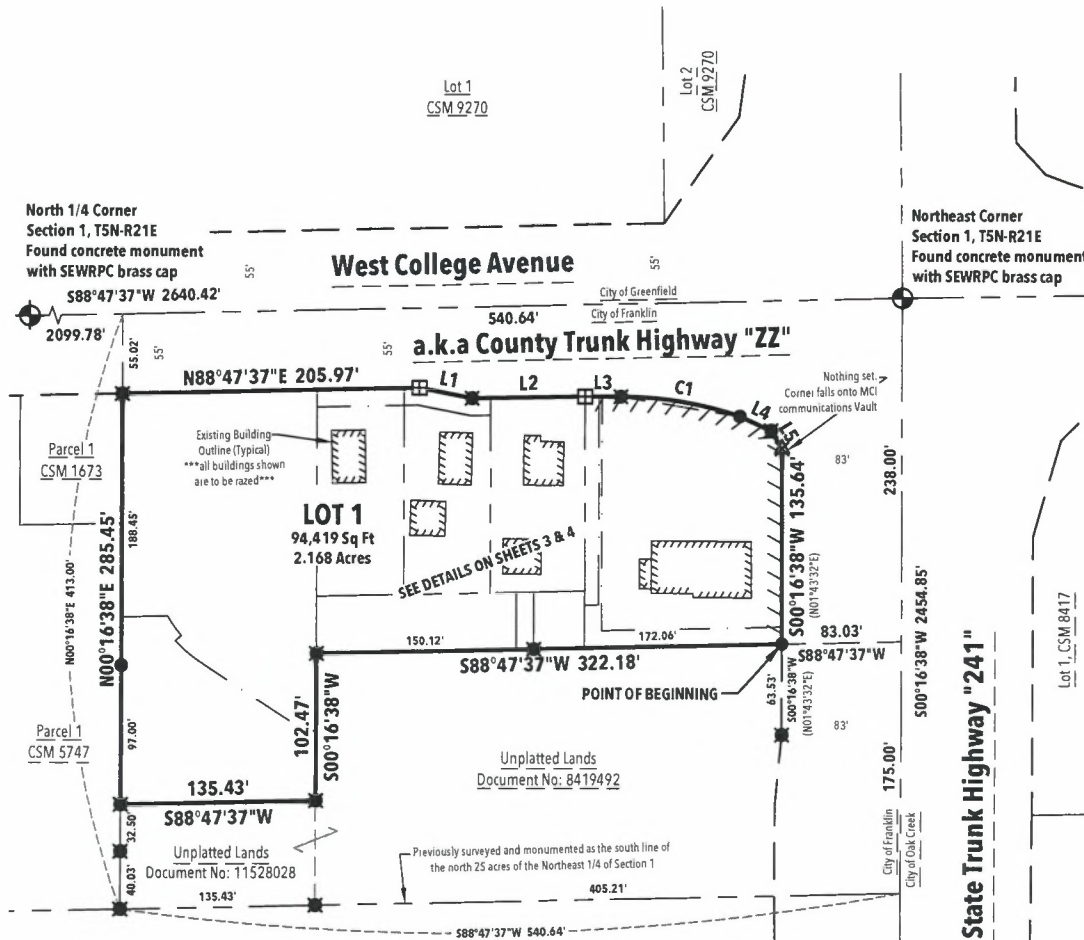
ATTEST:

Shirley Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

DRAFT CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 5 NORTH,
RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



LEGEND

- Found 3/4" Iron Rod
- Found 1" Iron Pipe
- Found Cut Cross
- Computed point - nothing set
- Recorded County Monument
- Previously Recorded Bearing or Distance

REL Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST,
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Bryan L. Pfeffer, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, combined and mapped part of the Northeast 1/4 of the Northeast 1/4, Section 1, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the northeast corner of said Section 1; thence S00°16'38"W, 238.00 feet on the east line of said Northeast 1/4 to the south line of lands described as Parcel "B" of Document Number 11064094, extended easterly; thence S88°47'37"W, 83.03 feet on said south line to the west right of way of South 27th Street - a.k.a. State Trunk Highway "241", the POINT OF BEGINNING; thence continuing on said south line and continuing on the south line of lands described in Document Number 11528226, S88°47'37"W, 322.18 feet to the west line of lands described in Document Number 8419492; thence S00°16'38"W, 102.47 feet on said west line to the northeast corner of lands described in Document Number 11528028; thence S88°47'37"W, 135.43 feet on the north line of said lands to the west line of lands described in Document Number 7952337; thence N00°16'38"E, 285.45 feet on said west line to the south right of way of West College Avenue - a.k.a. County Trunk Highway "ZZ"; thence, the following seven (7) courses are on said south right of way, N88°47'37"E, 205.97 feet; thence S78°50'58"E, 36.97 feet; thence N89°10'52"E, 78.26 feet; thence S89°43'14"E, 25.00 feet; thence 83.64 feet on the arc of a 265.50 foot radius curve to the right, having a long chord which bears S80°41'46"E, 83.29 feet; thence S65°33'38"E, 24.03 feet; thence S31°51'42"E, 14.70 feet to the end of said courses and the west right of way of South 27th Street - a.k.a. State Trunk Highway "241"; thence S00°16'38"W, 135.64 feet on said west right of way to the Point of Beginning.

Said described lands contains 94,419 square feet or 2.168 acres more or less subject to all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the combining of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Division 15-7.0700 of the City of Franklin Unified Development Ordinance in the surveying, combining and mapping of the same.

Dated this _____ day of _____, 2026.

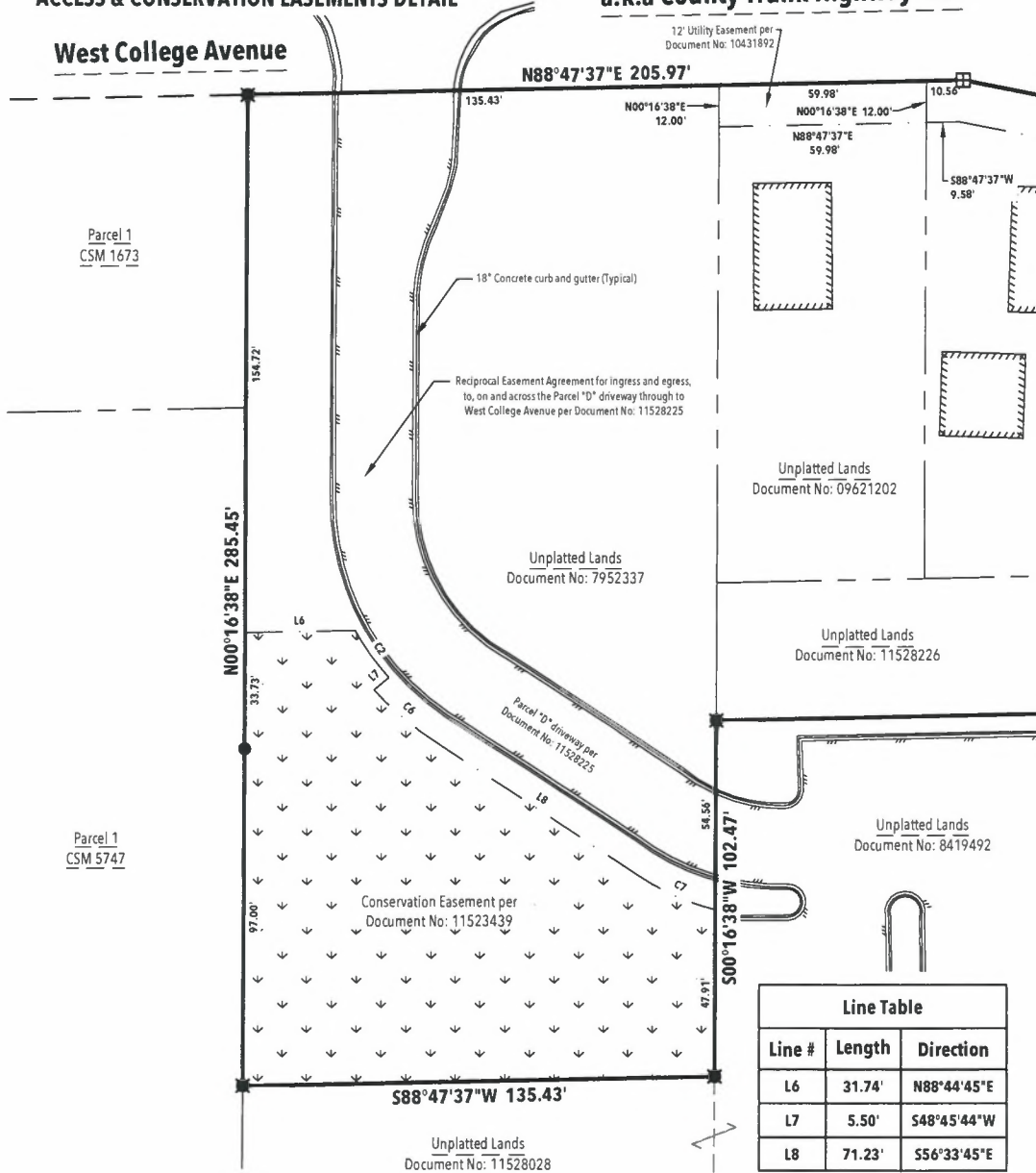
Bryan L. Pfeffer PLS #2924
ROBERT E. LEE & ASSOCIATES, INC.

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST,
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

ACCESS & CONSERVATION EASEMENTS DETAIL

a.k.a County Trunk Highway "ZZ"



Line Table		
Line #	Length	Direction
L6	31.74'	N88°44'45"E
L7	5.50'	S48°45'44"W
L8	71.23'	S56°33'45"E

Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C2	12°24'35"	77.00'	16.68'	S35°01'59.5"E	16.64'	S28°49'42"E	S41°14'17"E
C3	15°19'28"	82.50'	22.07'	S48°54'01"E	22.00'	S41°14'17"E	S56°33'45"E
C4	18°57'54"	72.50'	24.00'	S66°02'42"E	23.89'	S56°33'45"E	S75°31'39"E

SCALE: 1" = 40'

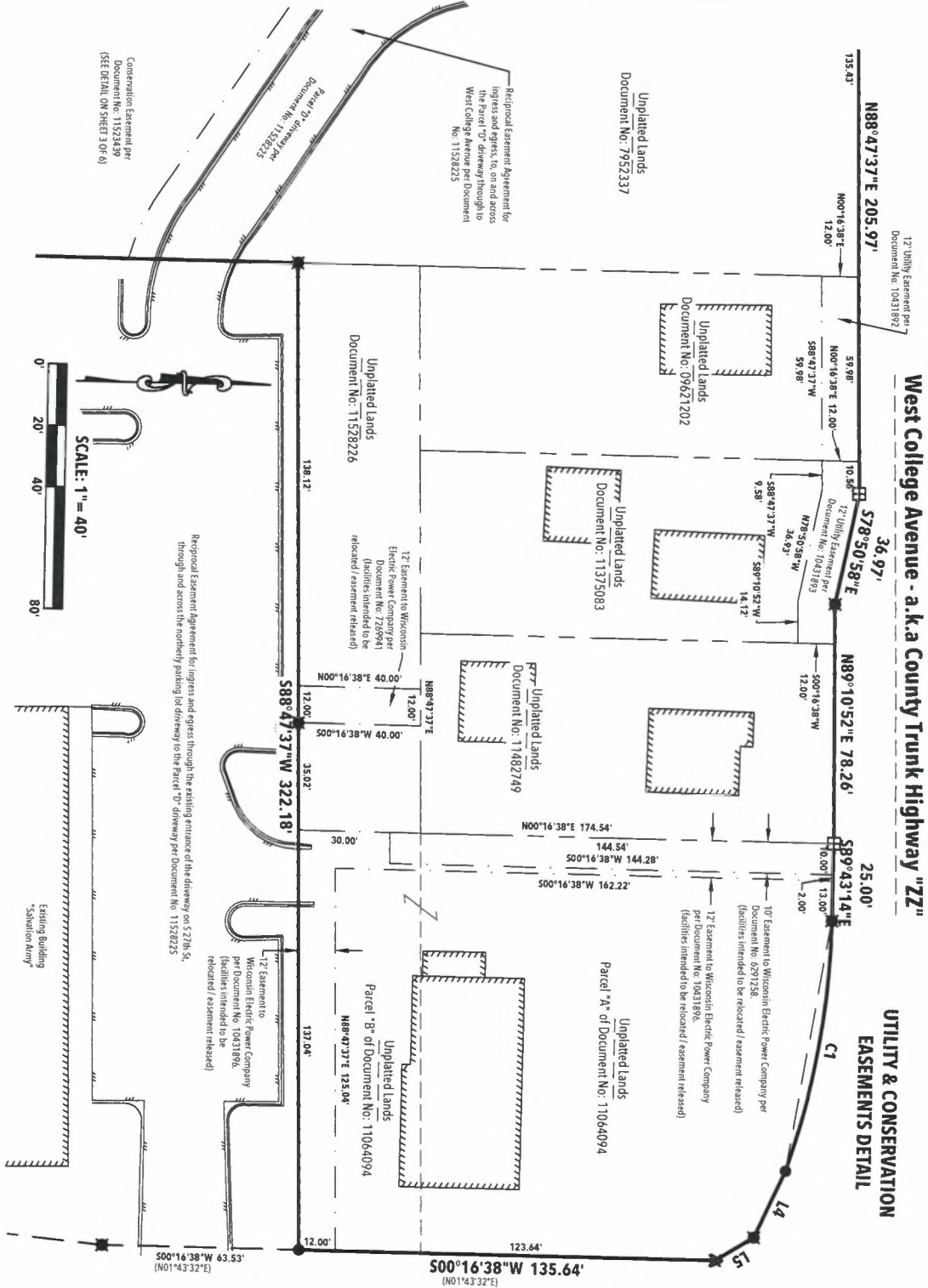


REL Robert E. Lee
& Associates, Inc.

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CERTIFIED SURVEY MAP NO.

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 5 NORTH,
RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



South 27th Street
a.k.a State Trunk Highway "241"

SHEET 4 OF 6

REL Robert E. Lee
& Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

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CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST,
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, combined and mapped as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

VILLAGE OF FRANKLIN

Club Car Wash Operating, LLC Date
a Delaware limited liability company

Print name and title

STATE OF _____)
_____ COUNTY) ss

Personally came before me this _____ day of _____, 2026, the above named to me known to be the same person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

(print name) _____

My commission expires: _____



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CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST,
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

CITY OF FRANKLIN PLAN COMMISSION APPROVAL:

Approved by the Plan Commission of the City of Franklin this _____ day of _____, 2026.

Date

John Nelson, Mayor

Date

Shirley Roberts, City Clerk

CITY OF FRANKLIN COMMON COUNCIL APPROVAL:

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

Signed this _____ day of _____, 2026.

Date

John Nelson, Mayor

Date

Shirley Roberts, City Clerk

TREASURER'S CERTIFICATE - CITY OF FRANKLIN:

As duly appointed City of Franklin Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Danielle Brown Date
City of Franklin Director of Finance & Treasurer

TREASURER'S CERTIFICATE - MILWAUKEE COUNTY:

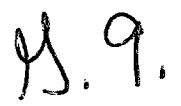
As duly elected Milwaukee County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

David Cullen Date
Milwaukee County Treasurer

 **Robert E. Lee**
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

R:\6200\6258\6258049\dwg\6258049.cmn.dwg

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 21, 2026
REPORTS AND RECOMMENDATIONS	Resolution conditionally approving a 4 Lot Certified Survey Map, being a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map 5401, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Initech LLC, Applicant/Property Owner) (Approximately 7154 South 76th Street)	ITEM NUMBER  Ald. Dist. #5

At their July 9, 2026 meeting, the Plan Commission unanimously recommended approval of a 4 Lot Certified Survey Map, being a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map 5401, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Initech LLC, Applicant/Property Owner) (Approximately 7154 South 76th Street).

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution conditionally approving a 4 Lot Certified Survey Map, being a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map 5401, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Initech LLC, Applicant/Property Owner) (Approximately 7154 South 76th Street).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

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

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

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 596.70 feet to a point; thence North 89°59'53" East 60.00 feet to the East line of South 76th Street (C.T.H. U) and the Point of Beginning of lands hereinafter described; thence North 89°59'53" East along the South line of Lot 1 of Certified Survey Map No. 8318 a distance of 228.57 feet to the East line of said Lot 1; thence North 00°00'07" West along said East line 68.60 feet to a point; thence North 89°59'53" East along said East line 52.02 feet to a point; thence North 00°00'07" West along said East line 144.04 feet to a point; thence North 22°40'40" West along said East line 56.53 feet to the Southeast corner of Parcel 3 of Certified Survey Map No. 4828; thence North 26°53'02" West along the East line of said Parcel 3 a distance of 178.51 feet to a point; thence North 00°15'45" West along said East line 100.00 feet to a point on the South line of West Rawson Avenue (C.T.H. BB); thence North 89°26'54" East along said South line 50.00 feet to the Northwest corner of Parcel 4 of Certified Survey Map No. 4828; thence South 00°15'45" East along the West line of said Parcel 4 a distance of 110.74 feet to a point; thence South 26°53'02" East along said West line 110.74 feet to the South line of said Parcel 4; thence North 89°26'36" East along said South line 169.93 feet to a point on the West line of Parcel 1 of Certified Survey Map No. 5689; thence South 00°08'22" East along said West line 40.00 feet to a point; thence North 89°26'36" East along said West line 90.53 feet to a point; thence South 00°15'45" East along said West line, and its extension, 275.00 feet to the Southwest corner of Parcel 2 of Certified Survey Map No. 4483; thence North 89°26'36" East along the South line of said Parcel 2 a distance of 270.00 feet to the East line of said Parcel 2; thence North 00°15'45" West along said East line 225.00 feet to the Southwest corner of Certified Survey Map No. 6811; thence North 89°26'54" East along the South line of said Certified Survey Map a distance of 458.67 feet to the West line of Phase VII Westminster Condominiums; thence South 00°11'53" East along said West line and

the West line of Dover Hill Addition No. 1 Subdivision 946.39 feet to the North line of Carter Grove Condominium; thence South 89°28'54" West along said North line 869.44 feet to the Southeast corner of Parcel 1 of Certified Survey Map No. 5401; thence North 00°31'06" West along the East line of said Parcel 1 a distance of 90.00 feet to the North line of said Parcel 1; thence South 89°28'54" West along said North line 111.56 feet to a point; thence North 62°22'32" West along said North line 63.59 feet to a point; thence South 89°28'54" West along said North line 230.00 feet to a point on the East line of South 76th Street (C.T.H. U); thence North 00°15'45" West along said East line 603.29 feet to the Point of Beginning. Said lands as described contains 1,067,885 square feet or 24.5154 acres of land.

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

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

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-8.10B. of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Initech, LLC, successors and assigns, and any developer of the Initech, LLC four (4) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.14E. thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

5. The approval granted hereunder is conditional upon Initech, LLC and the 4-lot certified survey map project for the property located at approximately 7154 South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of July 9, 2026

Certified Survey Map

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

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

Project Description/Analysis

The applicant filed an application requesting approval of a 4-Lot Certified Survey Map (CSM) related to the Poths General mixed-use development. The CSM revises lot configurations to reflect proposed changes of the concurrently submitted Minor PDD Amendment and Minor Site Plan Amendment applications, which are currently under staff review.

A similar CSM was previously approved at the March 19, 2026 Plan Commission and April 8, 2026 Common Council meetings. That approval included a Land Division Variance to allow a 50-foot access to Lot 3, which is applicable and not changed as part of the currently proposed CSM.

As indicated, the CSM creates four lots. The table below lists the four parcels along with acreage and the proposed use of each lot. The configuration of the parcels and land uses is consistent with the site plan under review for the Poths General development.

Lot Number	Acreage	Use
1	3.1778	Commercial, including the Dollar Tree store
2	17.6353	Mixed Use, primarily apartments
3	2.2569	Commercial
4	1.4454	Commercial (Harry's Ace Hardware and Rental)

The changes proposed are due to the request of maintaining the Dollar Tree store within the existing building. Revisions include keeping the Dollar Tree portion of the Orchard View Shopping Center and reconfiguring Building A. There will also be associated driveway, parking, and landscaping changes. The applicant indicated exterior building elevations for Dollar Tree will be submitted at a later date. Those plans will be subject to staff review and approval. This is a similar situation to the retention of the Harry's Ace Hardware store.

According to the applicant, building square footage, floor area, unit mix and number of dwelling units remains the same as allowed under previous approvals. The applicant also noted that the proposed changes will add approximately 0.2% of impervious surface area.

The CSM contains easements and natural resource delineations consistent with previous approvals. The Common Council approved the Conservation Easement at the April 8, 2026 meeting.

Staff Recommendation:

City Development Staff recommends approval of the Certified Survey Map for the Poths General mixed-use development.

LAND
By
LABEL
DEVELOPMENT CO.

June 1, 2026

Nick Fuchs
Planner
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Re: Poths General Minor PDD Amendment, Minor Site Plan Amendment and Certified Survey Map

Dear Nick:

Enclosed are applications and materials for a Minor Site Plan Amendment, Minor Planned Development District ("PDD") Amendment, and new Certified Survey Map ("CSM") for Poths General. The proposed revisions are limited to minor site plan changes necessary to accommodate the existing Dollar Tree store and allow it to remain in the current building. Enhancements to landscaping, driveways and parking serving Dollar Tree are reflected in the enclosed plans. Dollar Tree exterior enhancements will be submitted separately for staff review and approval.

Regarding the Site Plan Amendment, the overall building square footage, floor area, unit mix and unit count remain unchanged. Building A has been slightly reconfigured in shape, but the exterior elevation pattern and exterior material total exterior material square footage, remain consistent with the approved plan. Buildings B, C, D, E, F, G, H, I and K are unchanged. The revised plan includes 502 parking stalls serving Poths General, which is fewer than previously approved. Updated landscape plans accommodate the minor revisions and exceed the planting requirements established under the prior approvals and PDD 42 standards.

Regarding the PDD Amendment, there are no changes to permitted uses, district boundaries, density, nor housing type proportions. The revisions result in only a 0.2% increase in impervious surface area. There are no changes to public road alignments, utility connection points, or drainage. The revisions remain consistent with the standards, conditions, and intent of the approved PDD and continue to comply with all applicable PDD 42 development standards.

With the site plan revisions, we are submitting a new CSM for City review and approval. The approved variance allowing a minimum of 50 feet of public right-of-way frontage along Rawson Avenue for Lot 3 remains applicable. We've also prepared a cross access easement for the free flow of pedestrian and vehicular traffic among all parcels.



LAND *By* LABEL

DEVELOPMENT CO.

Enclosed are the following materials:

1. Development Narrative
2. Certified Survey Map Application and \$2,500 fee + \$75 recording fee
3. Site Plan Minor Amendment Application and \$125 Fee
4. Planned Development District (PDD) Minor Amendment Application and \$850 Fee
5. Poths General Certified Survey Map
6. Legal Description in Word Format
7. Site Intensity and Capacity Calculations prepared by Land By Label and dated 9.5.2023
8. Natural Resource Protection Plan prepared by Sigma and dated 5.29.26
9. Civil Engineering site and landscape plans by Sigma and dated 5.29.26
10. Architectural Site Plan, Building Plans, Elevations and Renderings prepared by Rinka and dated 5.29.26

In addition to and simultaneously with the foregoing hard copies, we are providing an electronic copy of the information via dropbox link. If there are any questions regarding our application or materials, please do not hesitate to contact me.

We thank you for your review and consideration.

Sincerely,



Emily Cialdini
Vice President of Development
Land By Label



LAND *By* LABEL

DEVELOPMENT CO.

Project Vision

The crux for community, culture, and commerce realized as a contemporary archive. An aesthetically-driven collection of residences and amenities designed to endure and evolve. A modern heirloom destination, the reimagined Poths General gathering place offers a wholly unique visitor and resident experience with balanced style and substance.

Poths General Store served Franklin families for 40 years as the neighborhood emporium at the development site. Tailored brick by brick to elevate Franklin's City center with newfound urban energy injected with vintage-inspired local charm. The refined Poths General concept presents an original residential mixed-use concept for Franklin to connect our community through this long iconic corner of the City.

Program Statement

Restaurants & Retail

Poths General includes roughly 50,000 square feet of commercial and retail space. Discussions are on-going with high-quality local restaurants, including a steakhouse and sushi concept. We've also discussed the site with breweries and coffee shops.

Enhancements to Harry's Ace Hardware

Harry's Ace Hardware will remain in its current location, but will receive enhancements to the exterior architecture and landscaping.

Enhancements to Dollar Tree

Dollar Tree will remain in its current location, but will receive enhancements to the exterior architecture and landscaping.

Luxury Apartments

The Poths General residential component includes roughly 292 units ranging from studios to three-bedrooms that offer Class A finishes and amenities, including quartz countertops, stainless steel appliances, and hard surface plank flooring. Units are contained in eight (8) two-story buildings and one (1) three to four-story buildings. A variety of enclosed and surface parking will serve the residential buildings. The interior and exterior design and finish of Poths General will be one of the best in the Franklin submarket.

Resident Amenities

With a development of such scale, we have an opportunity to deliver exceptional resident amenities. A roughly 4,000 square foot clubhouse is appended to the multi-family podium building, creating a highly visible arrival beacon to the site. The clubhouse includes our leasing





center and management offices along with an expansive clubroom with ample patio space, outdoor kitchen, and private pool. Central common areas are designed to provide a residential 'backyard'.

Collaborative Design Revisions

Poths General reflects a highly considered design solution that incorporates good design principles. The only revision to the prior PDD and site plan is that the existing Dollar Tree building will remain in its current location. The location of buildings surrounding the Dollar Tree have moved slightly to accommodate the operation of the existing Dollar Tree.

Development Operations

Land By Label will hire a third-party property management company to oversee the development operations including leasing, maintenance, and operation of the public spaces. The residential leasing offices will be open 9 am to 6pm Monday through Friday and 9 am to 4 pm Saturday and Sunday. These hours are subject to change with input from our management team. The maintenance and leasing team will response to maintenance emergencies 24/7. The clubhouse will be open and accessible to residents 24/7 with secure, fobbed access. The pool will be open in the summer months, typically Memorial Day to Labor Day from 9am to 7pm.

Development Schedule

It is anticipated that demolition activities will begin in August 2026. Land By Label will be responsible for all of the phase I of the development which will include all the residential buildings, the 4,000 SF commercial building and the Ace Hardware and Dollar Tree renovations. A construction phasing plan will be submitted to the City for review as part of our building permit approvals.



CERTIFIED SURVEY MAP NO. _____

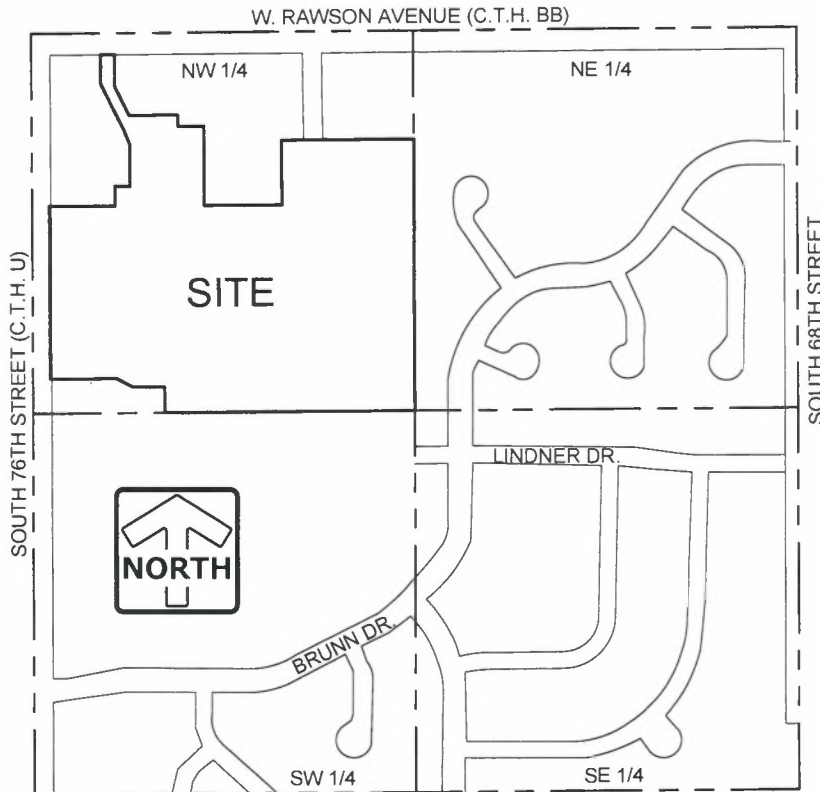
A redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State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

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

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

VICINITY SKETCH
SCALE 1"=500'
NORTHWEST 1/4

DRAFTED BY: LM



NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the west line of the NW 1/4, Section 10, Township 5 North, Range 21 East bears S00°15'45"E.
- All lots are served by public sanitary sewer and water.
- The City of Franklin hereby releases and terminates all landscaped bufferyards and planting strips shown, noted, or depicted on Certified Survey Maps No. 4828 and No. 8318. Landscape bufferyard requirements shall be governed by Planned Development District No. 42 (PDD 42).

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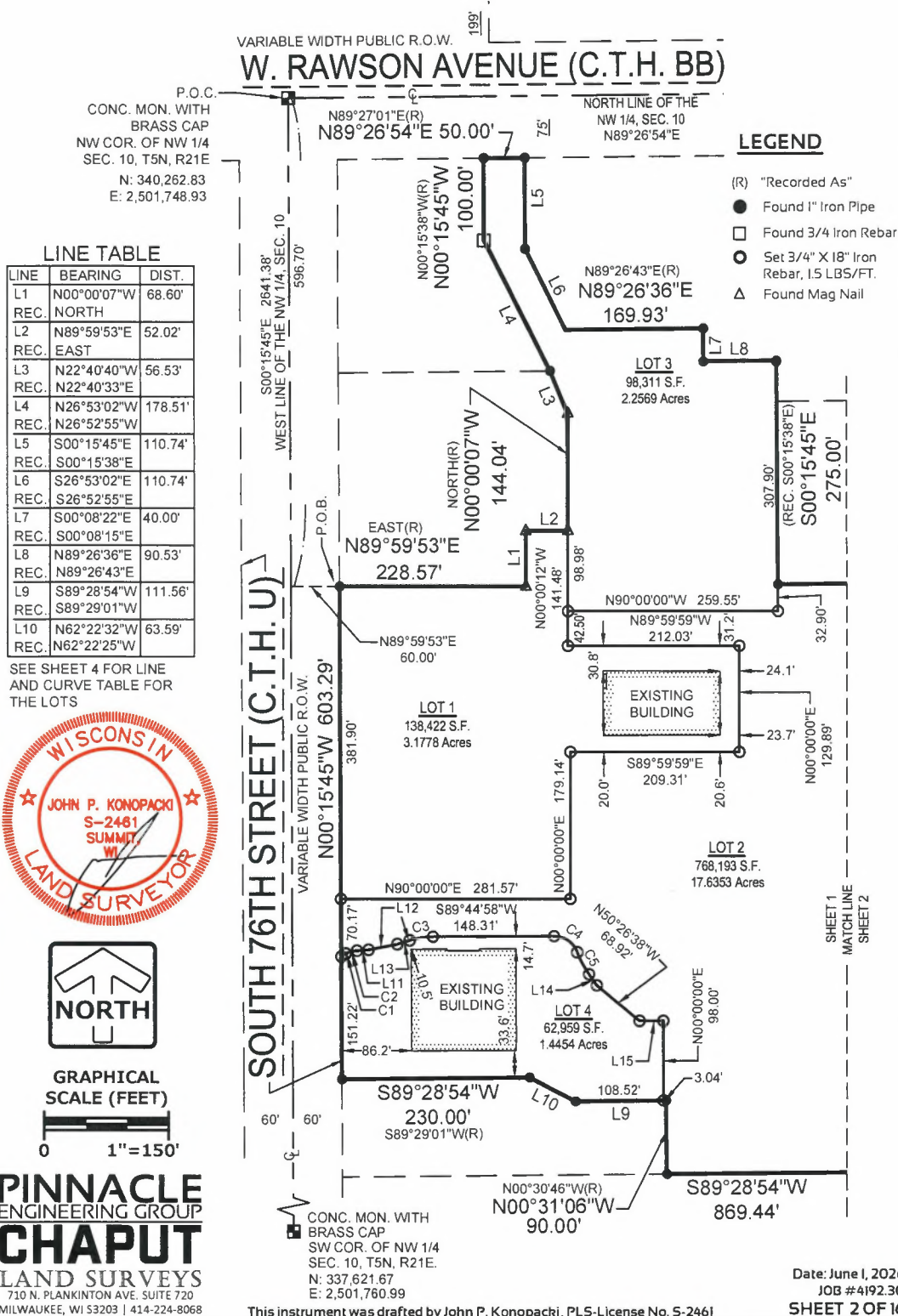


This instrument was drafted by John P. Konopacki, PLS-License No. S-2461

Date: June 1, 2026
JOB #4192.30
SHEET 1 OF 16

CERTIFIED SURVEY MAP NO. _____

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66' N89°26'54"E
NORTH LINE OF THE NW 1/4, SEC. 10 66'

75' **W. RAWSON AVENUE (C.T.H. BB)** 75'

VARIABLE WIDTH PUBLIC R.O.W.

BRASS CORNER
NE COR. OF
SEC. 10, T5S

LEGEND

(R) "Recorded As"

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

SHEET 1
MATCH LINE
SHEET 2

PARCEL 1
C.S.M. NO. 5689
ZONED: R-SR

PARCEL 2
C.S.M. NO. 4483
ZONED: PDL 42

OUTLOT 1
C.S.M. NO. 6811
ZONED: B-R
60' ROAD RESERVATION
PER CSM 6811

PARCEL 2
C.S.M. NO. 6811
ZONED: B-R

PARCEL 1

(REC. N89°26'56"E)
N89°26'54"E 458.67'

307.90'
(REC. S00°15'38"E)
S00°15'45"E 275.00'

32.90'

(REC. N00°15'25"W)
N00°15'45"W 225.00'

(REC. N89°26'43"E)
N89°26'36"E 270.00'

LOT 2
768,193 S.F.
17.6353 Acres

FOUND 2" IRON PIPE

WISCONSIN
★ JOHN P. KONOPACKI ★
S-2461
SUMMIT
WI
LAND SURVEYOR

PHASE VIII
WESTMINSTER
CONDOMINIUMS

LOT 43
LOT 44
LOT 45
LOT 46
LOT 49
LOT 50
LOT 51

DOVER HILL
ADDITION 1

ZONED: PDL 17



**GRAPHICAL
SCALE (FEET)**



0 1"=150'

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S89°28'54"W 869.44'
(REC. S89°29'14"W)
CARTER GROVE CONDOMINIUM
ZONED: PDL 11

LOT 1
BLOCK 5
SOUTHVIEW EAST
ZONED: R-SR

Date: June 1, 2026
JOB #4192.30
SHEET 3 OF 16

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

CERTIFIED SURVEY MAP NO. _____

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LINE TABLE			LINE TABLE			LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L11	S85°57'24"W	14.44'	L28	N00°00'00"E	27.00'	L45	N01°54'34"E	54.94'
L12	S79°07'25"W	36.05'	L29	N90°00'00"W	65.37'	L46	N01°56'03"W	29.89'
L13	S73°00'23"W	15.65'	L30	S00°00'00"E	62.58'	L47	S88°03'57"W	4.24'
L14	N35°03'12"W	16.75'	L31	S89°19'08"W	28.63'	L48	N01°56'03"W	10.00'
L15	N90°00'00"W	29.05'	L32	N45°00'00"E	12.20'	L49	N88°03'57"E	4.24'
L16	S46°23'59"E	5.34'	L33	N00°00'00"E	77.89'	L50	N02°52'22"W	75.20'
L17	S02°31'15"E	20.00'	L34	N48°35'27"W	53.09'	L51	N46°23'59"W	22.38'
L18	S02°52'22"E	75.24'	L35	N00°28'42"W	26.64'	L52	N00°15'45"W	7.28'
L19	S01°54'34"W	56.00'	L36	N88°50'48"E	20.00'	L53	S00°00'00"E	21.46'
L20	S04°09'55"W	94.69'	L37	S00°28'42"E	17.94'	L54	N90°00'00"W	10.00'
L21	S46°41'56"W	17.91'	L38	S48°35'27"E	53.19'	L55	N00°00'00"E	21.46'
L22	N90°00'00"W	2.98'	L39	S00°00'00"E	12.62'	L56	N00°18'23"W	20.00'
L23	S00°00'00"E	21.50'	L40	N00°01'22"W	5.50'	L57	N20°17'24"E	21.55'
L24	N90°00'00"W	10.00'	L41	N89°58'38"E	10.00'	L58	N69°42'36"W	7.88'
L25	N00°00'00"E	21.50'	L42	S00°01'22"E	5.50'	L59	N20°17'24"E	10.00'
L26	S00°00'00"E	27.00'	L43	N46°41'56"E	2.19'	L60	S70°21'00"E	7.88'
L27	N90°00'00"W	10.00'	L44	N04°09'55"E	86.51'	L61	N20°17'24"E	55.50'

CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	14.34'	29.40'	027°56'29"	S76°38'52"W	14.19'	N89°22'53"W	S62°40'38"W
C2	14.34'	29.40'	027°56'29"	S76°38'52"W	14.19'	N89°22'53"W	S62°40'38"W
C3	29.22'	100.00'	016°44'35"	S81°22'41"W	29.12'	S89°44'58"W	S73°00'23"W
C4	36.34'	30.00'	069°23'50"	N55°33'07"W	34.16'	N20°51'12"W	S89°44'58"W
C5	30.73'	124.00'	014°12'01"	N27°57'12"W	30.65'	N35°03'12"W	N20°51'12"W

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

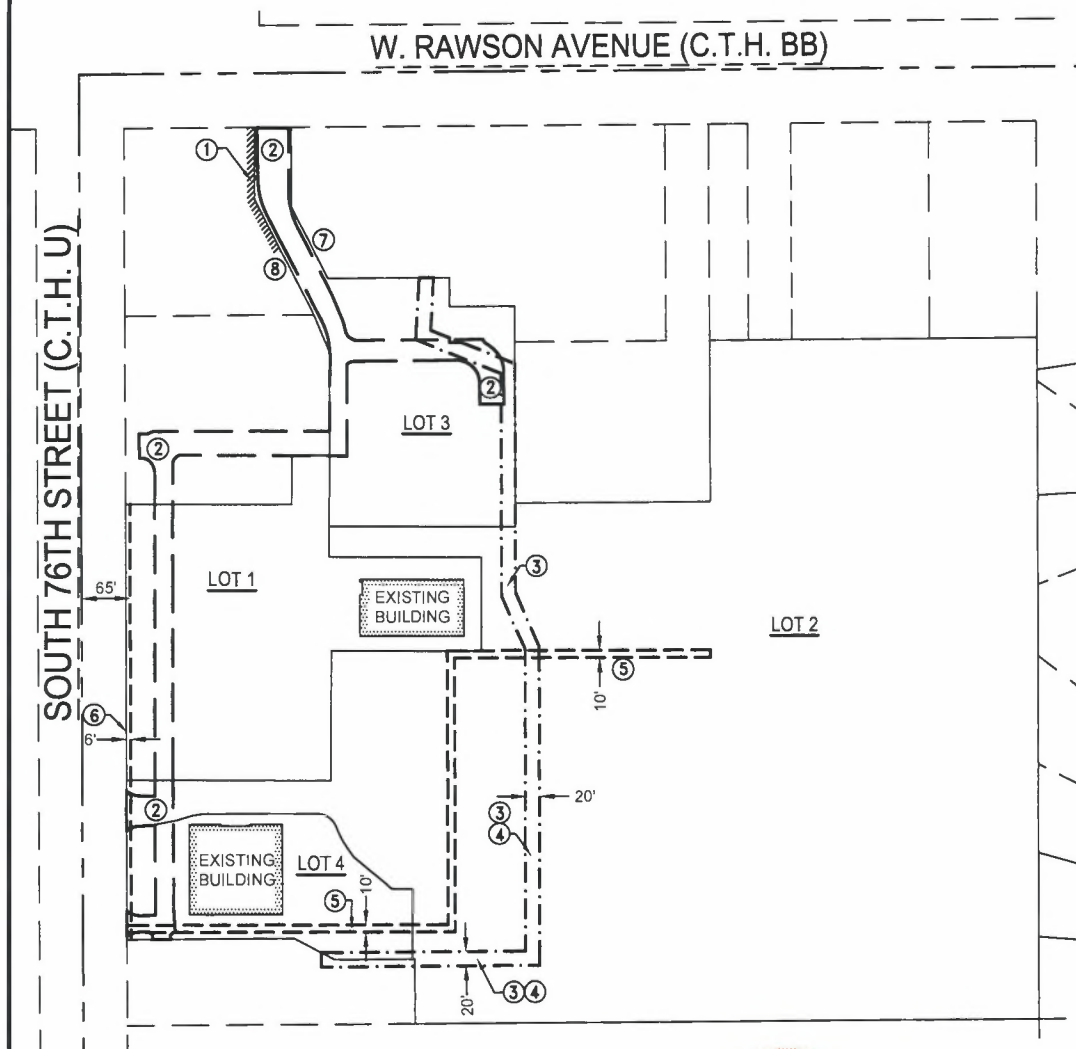
Date: June 1, 2026
JOB #4192.30
SHEET 4 OF 16

CERTIFIED SURVEY MAP NO. _____

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EASEMENTS OF RECORD SHOWN FOR REFERENCE ONLY

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



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GRAPHICAL
SCALE (FEET)
0 1"=200'



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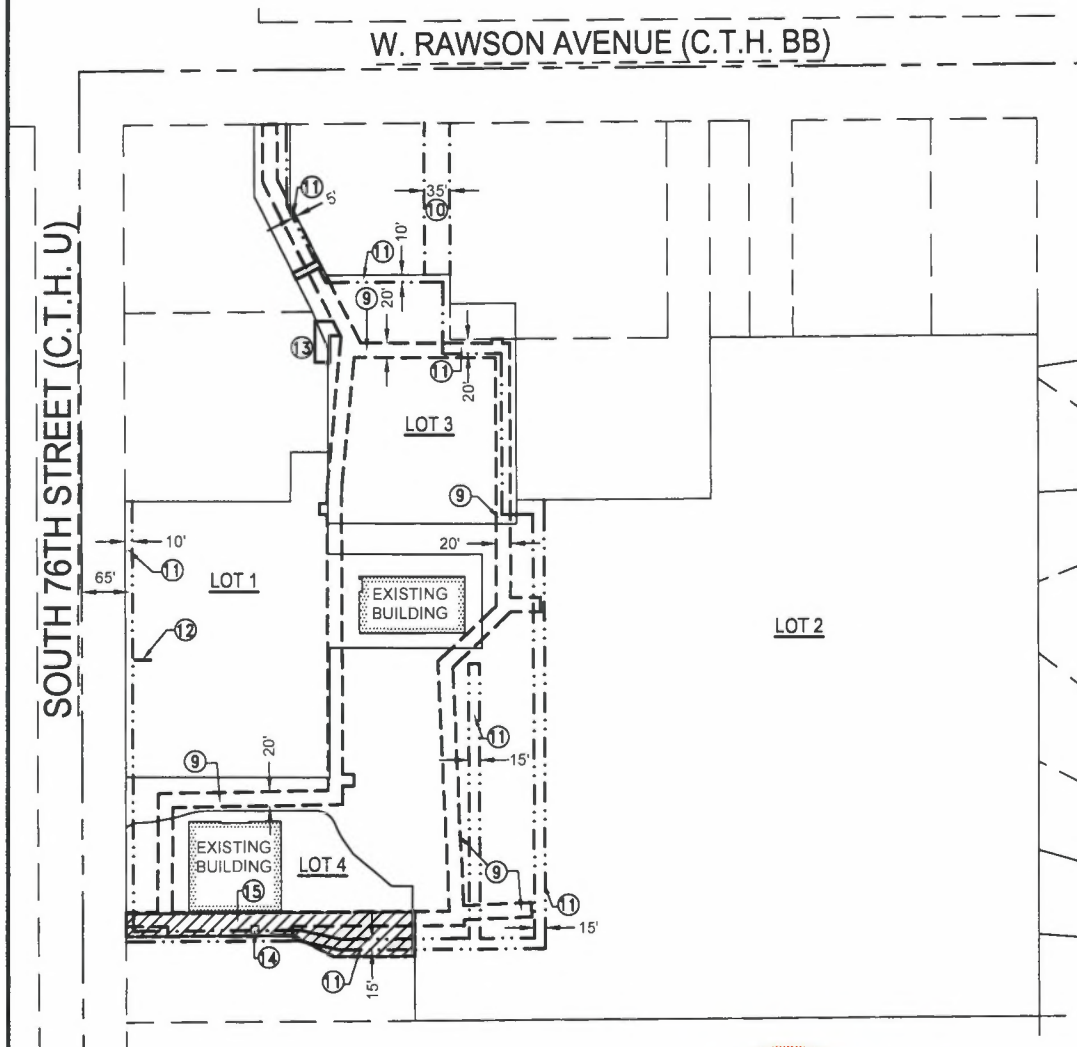
Date: June 1, 2026
JOB #4192.30
SHEET 5 OF 16

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EASEMENTS OF RECORD SHOWN FOR REFERENCE ONLY

- | | |
|---|---|
| 9: PERMANENT WATER MAIN EASEMENT PER DOC. NO. 6374620 | 13: WATER MAIN EASEMENT PER DOC. NO. 9956356 |
| 10: 35' UTILITY EASEMENT PER DOC. NO. 6385935 | 14: 10' GAS EASEMENT PER DOC. NO. 6400725 |
| 11: UTILITY EASEMENT PER DOC. NO. 6066152 | 15: ROAD ACCESS EASEMENT PER DOC. NO. 6374619 (HATCH) |
| 12: SIGN EASEMENT PER DOC. NO. 7298632 | |



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GRAPHICAL
SCALE (FEET)



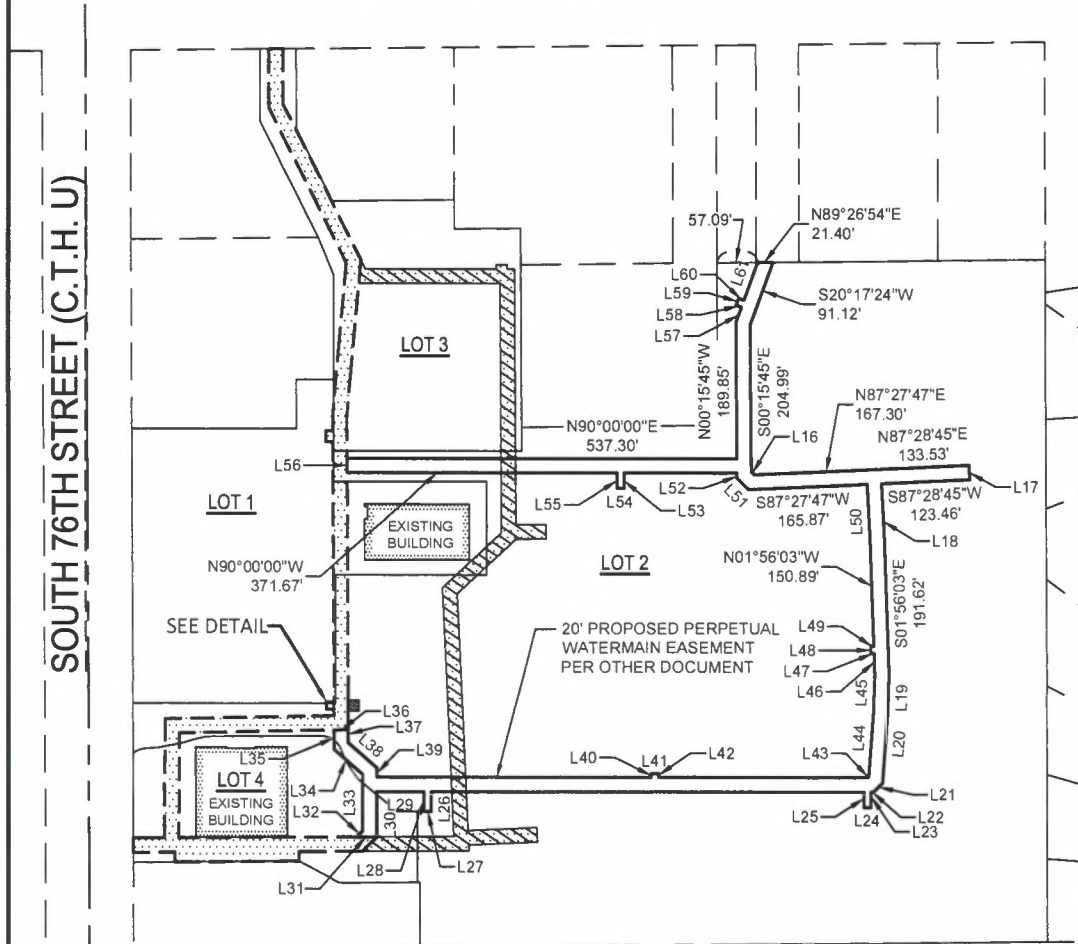
This instrument was drafted by John P. Konopacki, PLS-License No. S-2461

Date: June 1, 2026
JOB #4192.30
SHEET 6 OF 16

CERTIFIED SURVEY MAP NO. _____

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

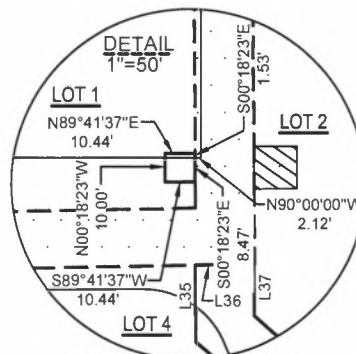
PROPOSED PERPETUAL WATERMAIN EASEMENT



LEGEND

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

SEE SHEET 4 FOR LINE TABLE



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



GRAPHICAL
SCALE (FEET)
0 1" = 200'



Date: June 1, 2026
JOB #4192.30

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

SHEET 7 OF 16

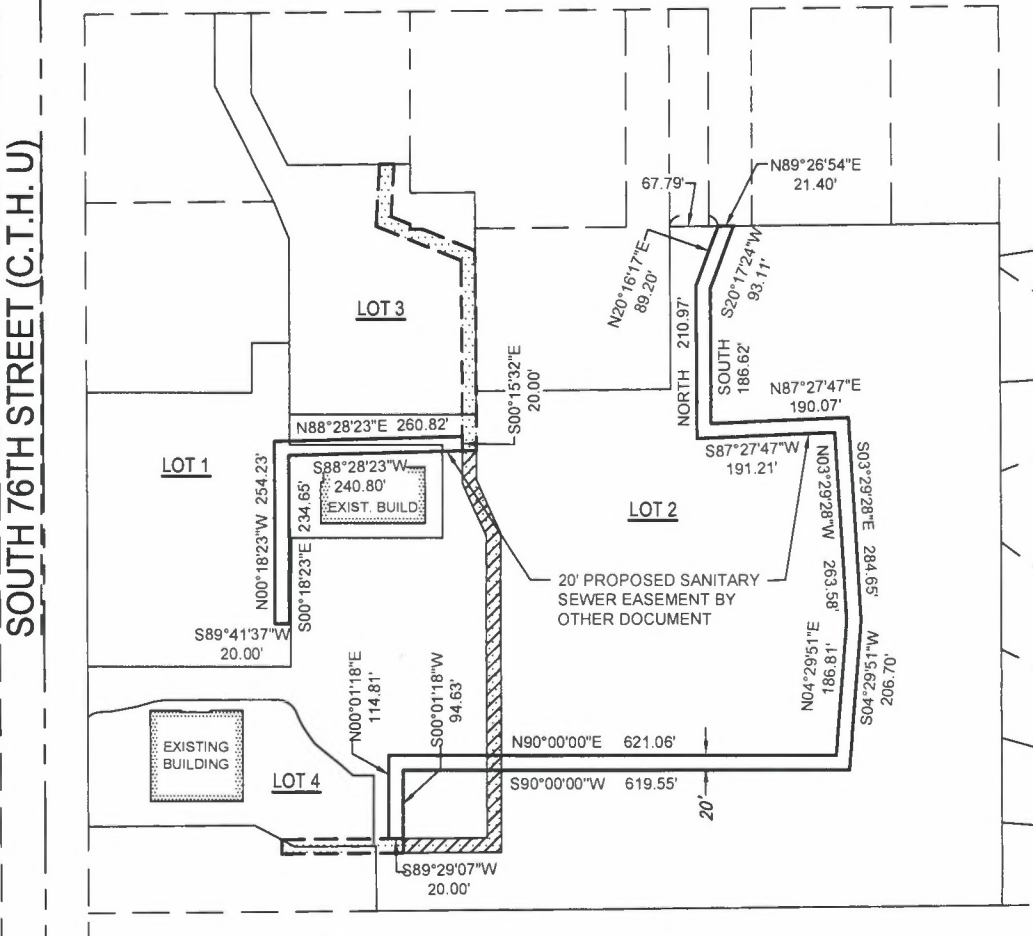
CERTIFIED SURVEY MAP NO. _____

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

PROPOSED SANITARY SEWER EASEMENT

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

SOUTH 76TH STREET (C.T.H. U)



EXISTING SANITARY SEWER EASEMENT PER
DOC. NO. 6374621 AND 6374622

SANITARY SEWER TO BE VACATED PER
SEPARATE DOCUMENT

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



GRAPHICAL
SCALE (FEET)
0 1" = 200'



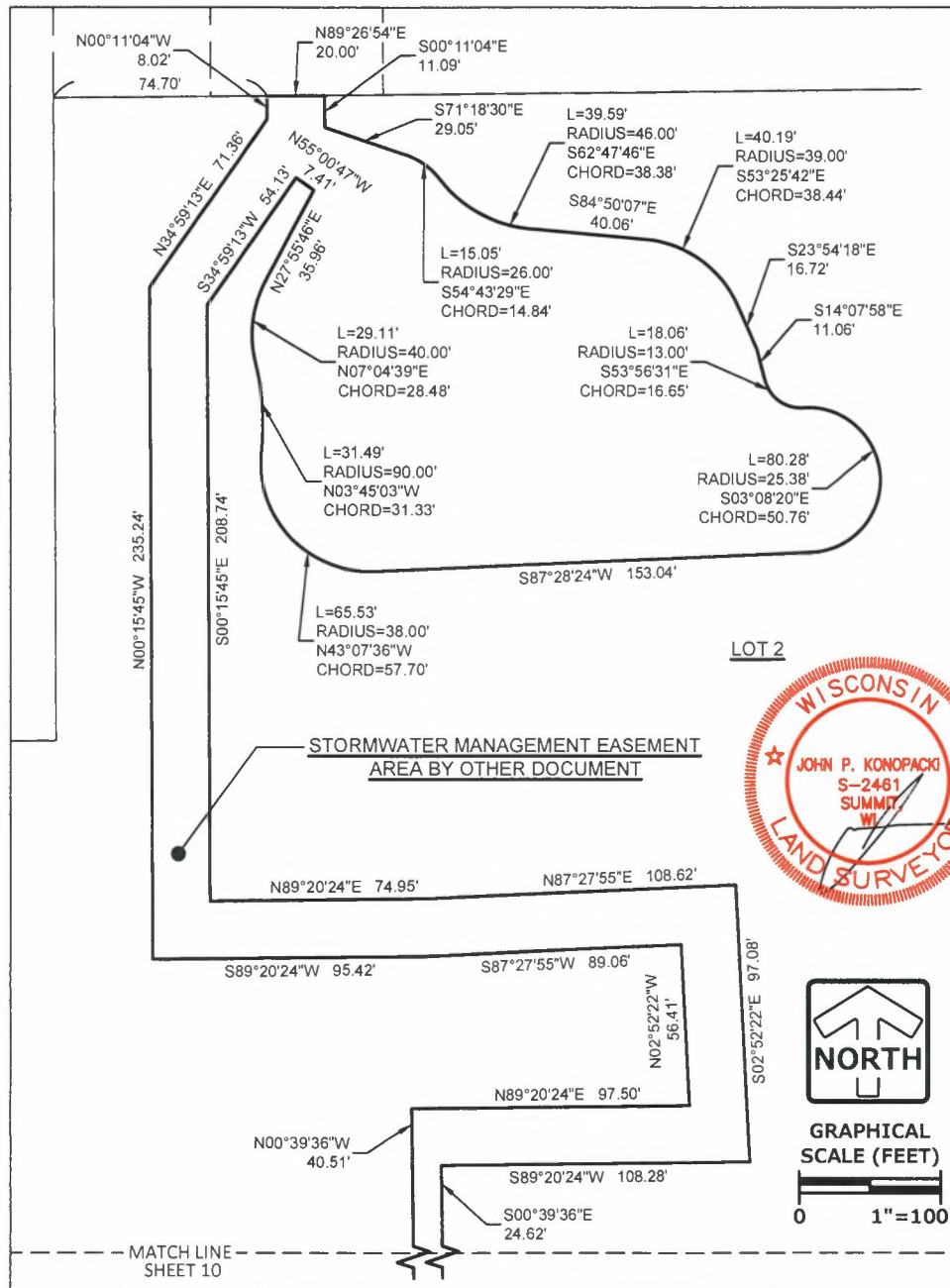
This instrument was drafted by John P. Konopacki, PLS-License No. S-2461

Date: June 1, 2026
JOB #4192.30
SHEET 8 OF 16

CERTIFIED SURVEY MAP NO. _____

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

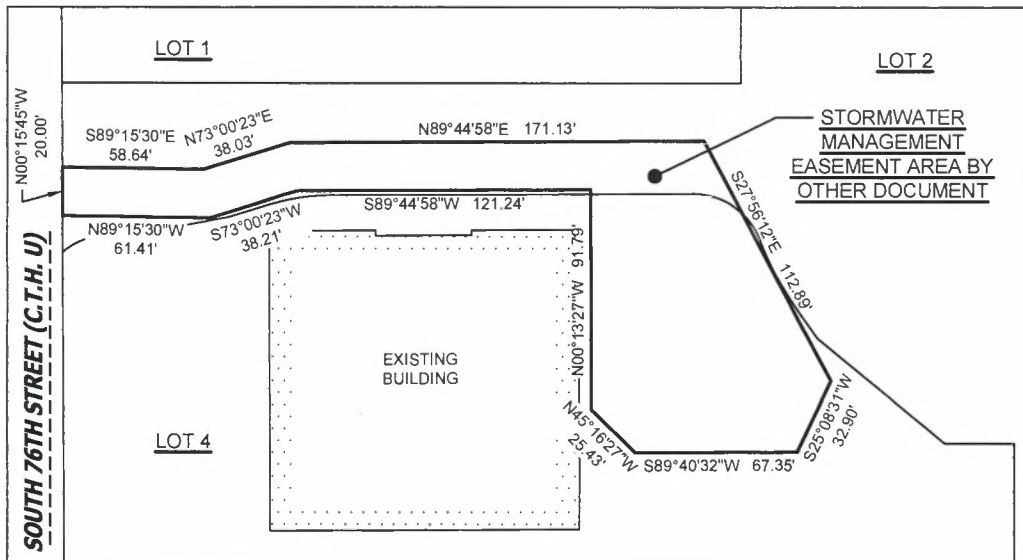
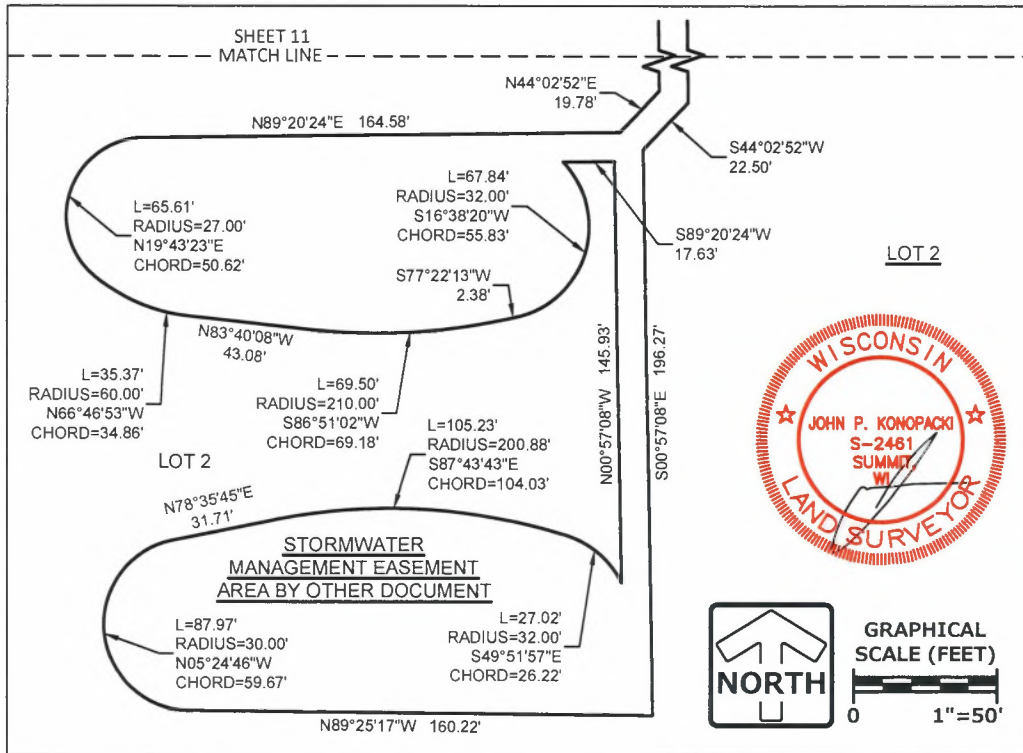
PROPOSED STORMWATER MANAGEMENT EASEMENT



CERTIFIED SURVEY MAP NO.

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

PROPOSED STORMWATER MANAGEMENT EASEMENTS



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LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068



**GRAPHICAL
SCALE (FEET)**



0 1"=60'

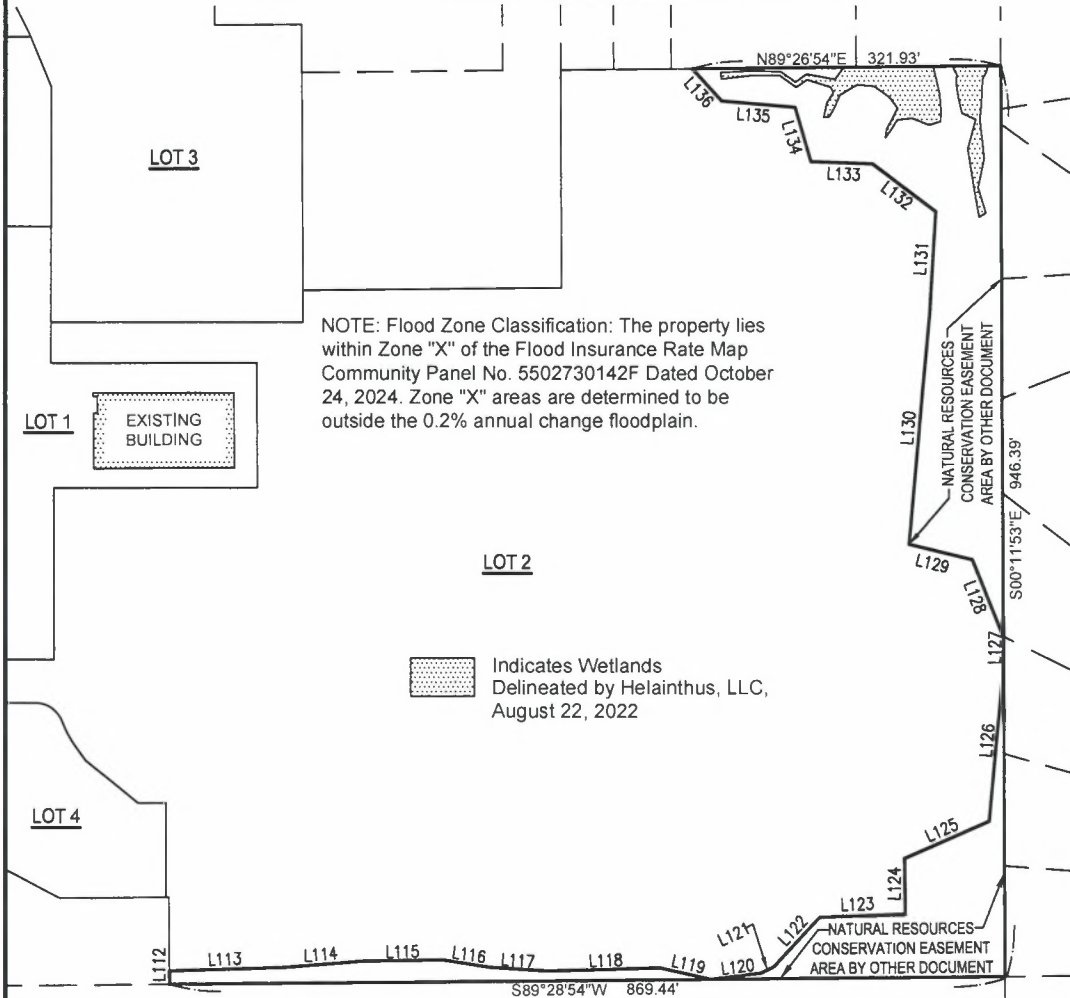
This Instrument was drafted by John P. Konopacki, PLS-License No. S-2461

Date: June 1, 2026
JOB #4192.30
SHEET 10 OF 16

CERTIFIED SURVEY MAP NO. _____

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

WETLANDS AND NATURAL RESOURCES CONSERVATION EASEMENT



LINE TABLE

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

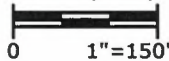
LINE TABLE

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

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LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068



GRAPHICAL
SCALE (FEET)



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

Date: June 1, 2026
JOB #4192.30
SHEET 11 OF 16

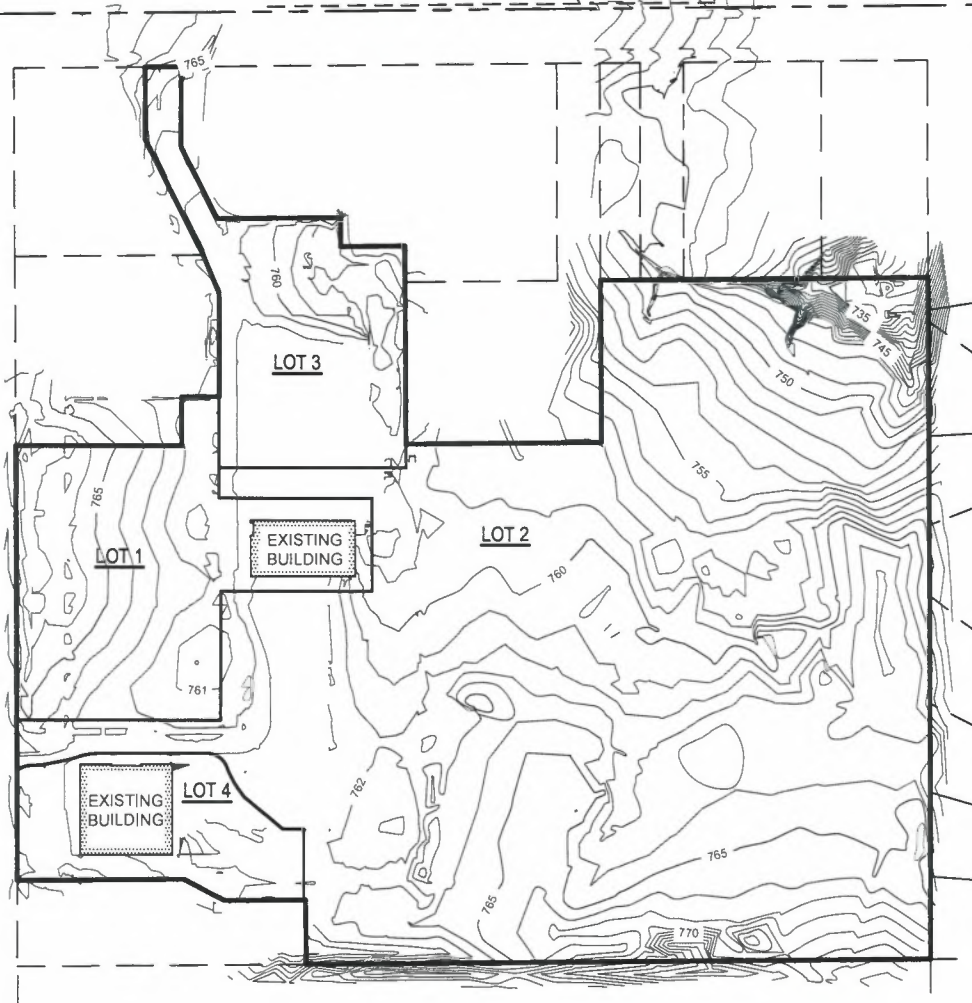
CERTIFIED SURVEY MAP NO. ____

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

TOPOGRAPHY

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

SOUTH 76TH STREET (C.T.H. U)



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

Note: Existing contours are shown.

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



GRAPHICAL
SCALE (FEET)
0 1" = 200'



Date: June 1, 2026
JOB #4192.30
SHEET 12 OF 16

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

CERTIFIED SURVEY MAP NO. _____

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

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
WAUKESHA COUNTY)

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

THAT I have surveyed, mapped and divided a redivision of Lot 2, Certified Survey Map No. 8318, recorded as Document No. 09956357, Outlot 1 of Certified Survey Map No. 6313, recorded as Document No. 7307525, and Outlot 1 of Certified Survey Map No. 5401, recorded as Document No. 6366765, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at Northwest corner of said Northwest 1/4 of said Section 10; thence South 00°15'45" East along the West line of said Northwest 1/4 Section 596.70 feet to a point; thence North 89°59'53" East 60.00 feet to the East line of South 76th Street (C.T.H. U) and the Point of Beginning of lands hereinafter described; thence North 89°59'53" East along the South line of Lot 1 of Certified Survey Map No. 8318 a distance of 228.57 feet to the East line of said Lot 1; thence North 00°00'07" West along said East line 68.60 feet to a point; thence North 89°59'53" East along said East line 52.02 feet to a point; thence North 00°00'07" West along said East line 144.04 feet to a point; thence North 22°40'40" West along said East line 56.53 feet to the Southeast corner of Parcel 3 of Certified Survey Map No. 4828; thence North 26°53'02" West along the East line of said Parcel 3 a distance of 178.51 feet to a point; thence North 00°15'45" West along said East line 100.00 feet to a point on the South line of West Rawson Avenue (C.T.H. BB); thence North 89°26'54" East along said South line 50.00 feet to the Northwest corner of Parcel 4 of Certified Survey Map No. 4828; thence South 00°15'45" East along the West line of said Parcel 4 a distance of 110.74 feet to a point; thence South 26°53'02" East along said West line 110.74 feet to the South line of said Parcel 4; thence North 89°26'36" East along said South line 169.93 feet to a point on the West line of Parcel 1 of Certified Survey Map No. 5689; thence South 00°08'22" East along said West line 40.00 feet to a point; thence North 89°26'36" East along said West line 90.53 feet to a point; thence South 00°15'45" East along said West line, and its extension, 275.00 feet to the Southwest corner of Parcel 2 of Certified Survey Map No. 4483; thence North 89°26'36" East along the South line of said Parcel 2 a distance of 270.00 feet to the East line of said Parcel 2; thence North 00°15'45" West along said East line 225.00 feet to the Southwest corner of Certified Survey Map No. 6811; thence North 89°26'54" East along the South line of said Certified Survey Map a distance of 458.67 feet to the West line of Phase VII Westminster Condominiums; thence South 00°11'53" East along said West line and the West line of Dover Hill Addition No. 1 Subdivision 946.39 feet to the North line of Carter Grove Condominium; thence South 89°28'54" West along said North line 869.44 feet to the Southeast corner of Parcel 1 of Certified Survey Map No. 5401; thence North 00°31'06" West along the East line of said Parcel 1 a distance of 90.00 feet to the North line of said Parcel 1; thence South 89°28'54" West along said North line 111.56 feet to a point; thence North 62°22'32" West along said North line 63.59 feet to a point; thence South 89°28'54" West along said North line 230.00 feet to a point on the East line of South 76th Street (C.T.H. U); thence North 00°15'45" West along said East line 603.29 feet to the Point of Beginning.

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

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

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

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes, the Subdivision Regulations of the City of Franklin Unified Development Ordinance Division 15 and Milwaukee County in surveying, dividing and mapping the same.

DATE: June 1, 2026



John P. Konopacki
PROFESSIONAL LAND SURVEYOR S-2461

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

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

Date: June 1, 2026
JOB #4192.30
SHEET 14 OF 16

CERTIFIED SURVEY MAP NO. _____

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

OWNER'S CERTIFICATE

Initech LLC, a limited liability company, duly organized and existing under the virtue of the laws of the state of _____, as owner, do hereby certify that said limited liability company caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map.

Initech LLC, as owner, do further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval of objection:

1. City of Franklin

IN WITNESS WHEREOF, Initech LLC, owner, has caused these presents to be signed by the hand of _____, on this _____, day of _____, 2026.

In the presence of: Initech LLC

Name (signature) - Title

STATE OF _____ }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 2026, the above-named _____, as the _____, who executed the above instrument and acknowledged the same.

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



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

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

Date: June 1, 2026
JOB #4192.30
SHEET 15 OF 16

CERTIFIED SURVEY MAP NO. _____

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

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Franklin by Resolution No. _____. Signed this _____ day of _____, 2026.

Date

John Nelson, Mayor

Date

Shirley Roberts, City Clerk



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

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

Date: June 1, 2026
JOB #4192.30
SHEET 16 OF 16

Exhibit B – Site Intensity Calculations

Site Intensity Calculations

Table 15-9-04(A)(4): Calculation of Natural Resource Protection Land Area	
Resource/Feature	Total land surface area of each Natural Resource feature (acres or square feet; use throughout)
a. SEWRPC Primary Environmental Corridor	0 acres
b. SEWRPC Secondary Environmental Corridor	0 acres
c. SEWRPC Isolated Natural Resource	0 acres
d. Surface Water or Wetland Buffer	0.262 acres
e. Woodland or Forest	2.419 acres
f. Wetland	0.167 acres
g. Degraded Wetland	0 acres
h. Lake or Pond	0 acres
i. Gross land surface area of natural resource features	(i) = Sum of (a) through (h) above 2.848 acres
j. Net Natural Resource Protection Land - Total area of the site lying within the boundaries of at least one Natural Resource feature (a) through (h)	1.774 acres (1.074 acres of impacted woodlands) Determine from map; total surface area lying within at least one Natural Resource Feature

Table 15-9-04(A)(5): Calculation of Base Site Area For Development			
Step	Land Area to Be Determined	Calculation	Area (Square feet or acres; use throughout)
a	Total gross site area (SF or acres; use throughout) determined through a boundary survey of the subject property		18.530 acres
b	Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites		0 acres
c	Land reserved for open space as part of a previously approved development or land division		0 acres
d	Land area to be reserved for parks and schools		0 acres
e	Net Natural Resource Protection Lands, row (j) from Table 15-3-01		1.774 acres
f	Net Buildable Area for Development = (a) – {sum (b+c+d+e)}		16.76 acres

Table 15-9-04(A)(6): Calculation of Site Capacity For Residential Uses			
Land Area to Be Determined		Area (SF or acres; use throughout)	
a. Net Buildable Area for Development, Row (f) from Table 15-9-04(A)(5)		a = row (f), Table 15-9-04(A)(5)	
For multi-family units, if proposed:			
b. Number of units proposed: Up to 310	c. Minimum lot area per unit (Section 15-3.0447(l)(3)) 2,200 square feet	d = (b) x (c) Minimum land area required: 15.66 acres	
For single-family units, if proposed:			
e. Number of units proposed:	f. Minimum lot area per unit (from Section 15-3-01)	g = (e) x (f) Minimum land area required:	
Total minimum land area required shall not exceed net buildable area for development; check that (h) < (a)		h = (d) + (g) Total minimum land area required:	

22.74 acres



POTHES GENERAL DEVELOPMENT

76TH AND RAWSON, FRANKLIN, WI 53132

CIVIL ENGINEERING AND LANDSCAPE PLANS

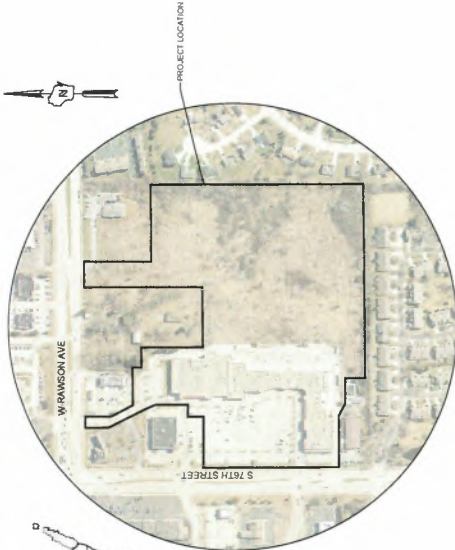
PREPARED BY:

THE SIGMA GROUP
SINCE 1966
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210



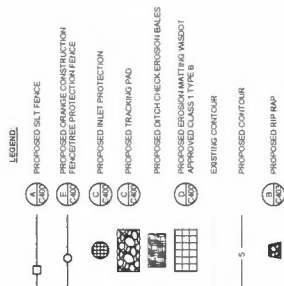
SITE LOCATION MAP:

SCALE: 1" = 250'



Sheet List Table	
SHEET #	SHEET TITLE
C000	COVER
C001	SITE SURVEY
C002	EROSION CONTROL PLAN
C003	DEMOLITION PLAN
C100	OVERALL SITE PLAN
C101	SITE PLAN
C102	SITE PLAN
C103	SITE PLAN
C104	SITE PLAN
C200	OVERALL GRADING PLAN
C201	GRADING PLAN
C202	GRADING PLAN
C203	GRADING PLAN
C204	GRADING PLAN
C205	GRADING PLAN
C206	GRADING PLAN
C207	GRADING PLAN
C208	GRADING PLAN
C300	OVERALL UTILITY PLAN
C301	UTILITY PLAN - STORM SEWER
C302	UTILITY PLAN - STORM SEWER
C303	UTILITY PLAN - STORM SEWER
C304	UTILITY PLAN - STORM SEWER
C305	UTILITY PLAN - STORM SEWER
C306	UTILITY PLAN - STORM SEWER
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C317	UTILITY PLAN - STORM SEWER
C318	UTILITY PLAN - STORM SEWER
C319	UTILITY PLAN - STORM SEWER
C320	UTILITY PLAN - STORM SEWER
C321	UTILITY PLAN - STORM SEWER
C400	TRAFFIC CONTROL PLAN
C401	DETAILS
C402	DETAILS
C403	DETAILS
C404	DETAILS
C500	SPECIFICATIONS
C501	SPECIFICATIONS
L100	OVERALL LANDSCAPE PLAN
L101	LANDSCAPE ENLARGEMENT
L102	LANDSCAPE ENLARGEMENT
L103	LANDSCAPE ENLARGEMENT
L104	LANDSCAPE ENLARGEMENT
L105	LANDSCAPE ENLARGEMENT
L106	LANDSCAPE ENLARGEMENT
L107	LANDSCAPE ENLARGEMENT
L108	LANDSCAPE ENLARGEMENT
L109	OVERALL PLANTING SCHEDULE
L200	LANDSCAPE DETAILS
L300	LANDSCAPE SPECIFICATIONS
L301	LANDSCAPE SPECIFICATIONS

CITY SUBMITTAL: MAY 29, 2026

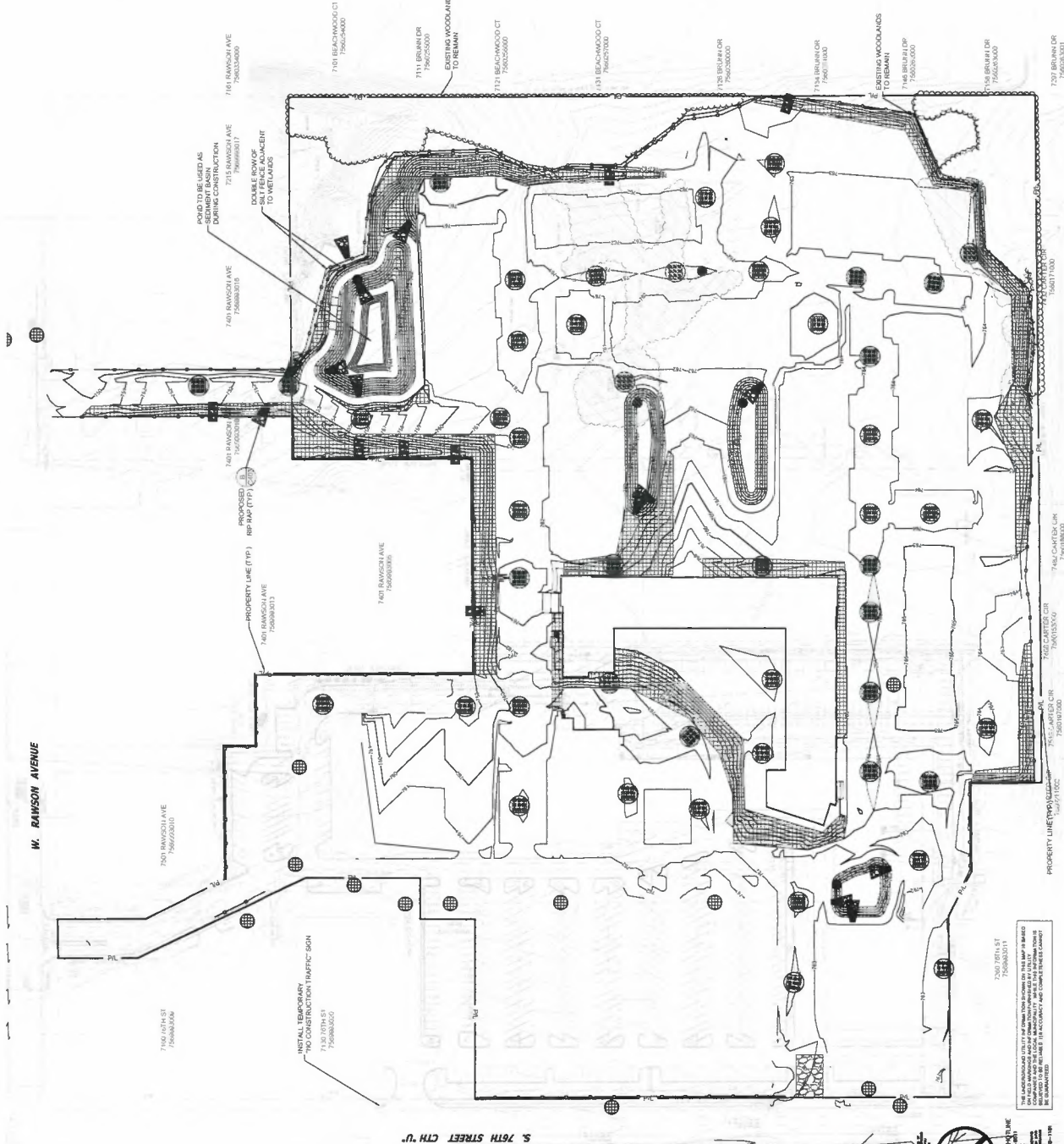


GENERAL NOTES:

9. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS PLAN IS BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED BY THE ENGINEER. THE UTILITY COMPANIES AND UTILITY OWNERS ARE REQUESTED TO VERIFY THE LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT IDENTIFIED ON THIS PLAN.
10. VERTICAL UTILITIES AND MANHOLE IN THE FIELD. ANY POTENTIAL RISKS, OBSTRUCTIONS OR DISCREPANCIES SHALL BE IDENTIFIED BY THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
11. WORK IS TO BE COMPLETED IN ACCORDANCE TO ALL TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY ALL TYPE LINES.
12. ELECTRIC CABLES ARE ASSUMED TO FOLLOW THE SAME ROUTES AS CABLEMOUNTED LIGHT POLES. OTHER THAN NON-CABLE SITE WORK, ALL UTILITIES SHALL BE PROTECTED BY THE EXISTING CONCRETE BUILDING AND ARCHITECTURAL FEATURES.
13. SEE SHEET C-1 FOR A COMPLETE LIST OF DESIGN CONTROL POINTS. THE DESIGNER SHALL BE RESPONSIBLE FOR THE INSTALLATION PRIOR TO START OF AND DURING ACTIVITIES.
14. DO NOT BEGIN LANE SHIFTING ACTIVITIES UNTIL IN-ROAD CONSTRUCTION PERMIT IS OBTAINED FROM LOCAL AGENCIES.
15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CITY, STATE, FEDERAL, AND OTHER APPLICABLE REGULATIONS, ORDINANCES, AND OTHER REQUIREMENTS. AS DETERMINED BY THE RESULT OF CONSTRUCTION RELATED ACTIVITIES, AS DETERMINED BY THE CITY ENGINEER, THE ENGINEER SHALL BE RESPONSIBLE FOR REPLACING DAMAGED UTILITIES TO THE SATISFACTION OF THE CITY ENGINEER.

ITY OF FRANKLIN EROSION CONTROL NOTES

- NOTIFY PLAN SUBMITTER AT GRADE #14-00-0601 ONCE ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED AND APPROVAL PRIOR TO INITIATING CONSTRUCTION ACTIVITIES.
- REMOVE EROSION CONTROL DEVICES AFTER IT IS FULLY ESTABLISHED AND THERE IS NO CHANCE EROSION CAN TAKE PLACE.
- CONTRACTOR SHALL NOTIFY THE CITY OF HANNOVER, IN ADVANCE, TO REQUEST THE CITY CONTROL PLAN OF THE HANNOVER CONSTRUCTION CONTROL PLAN. THE CITY CONTROL PLAN WILL BE REVIEWED AND APPROVED BY THE CITY OF HANNOVER.
- EROSION CONTROL PLAN SHALL BE UPGRADED AT ALL TIMES DURING CONSTRUCTION.
- CITY OF HANNOVER SHALL DEPOSIT A FIRM BOND TO GUARANTEE CONSTRUCTION UNTIL ALL EROSION CONTROL MEASURES ARE UPGRADED AND TO THE SATISFACTION OF THE CITY IF CONSTRUCTION IS TEMPORARILY STOPPED DURING THE CITY OF HANNOVER'S REVIEW OF THE EROSION CONTROL PLAN. THE CITY WHEN THEY ARE ALLOWED TO COMMENCE WORKING.

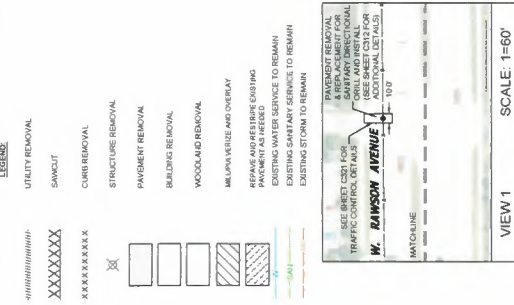


ISSUANCE	DATE
CITY SUBMITTAL	10/10/75
CITY SUBMITTAL	1/08/76
CITY SUBMITTAL	2/08/76
PLUMBING SUBMITTAL	2/10/76
COUNTY SUBMITTAL	2/25/76
CITY SUBMITTAL	3/03/76
CITY SUBMITTAL	3/24/76
CITY SUBMITTAL	4/14/76
CITY SUBMITTAL	5/26/76

NO	REVISION	DATE
0001		
0002		
0003		
0004		
0005		
0006		
0007		
0008		
0009		
0010		

SCALE	1"=60'
PROJECT NO	21775
DESIGN DATE	2008
PLOT DATE	2008 05 20
DRAWN BY	MLK
CHECKED BY	OC
APPROVED BY	CTC

SHEET NO
C003



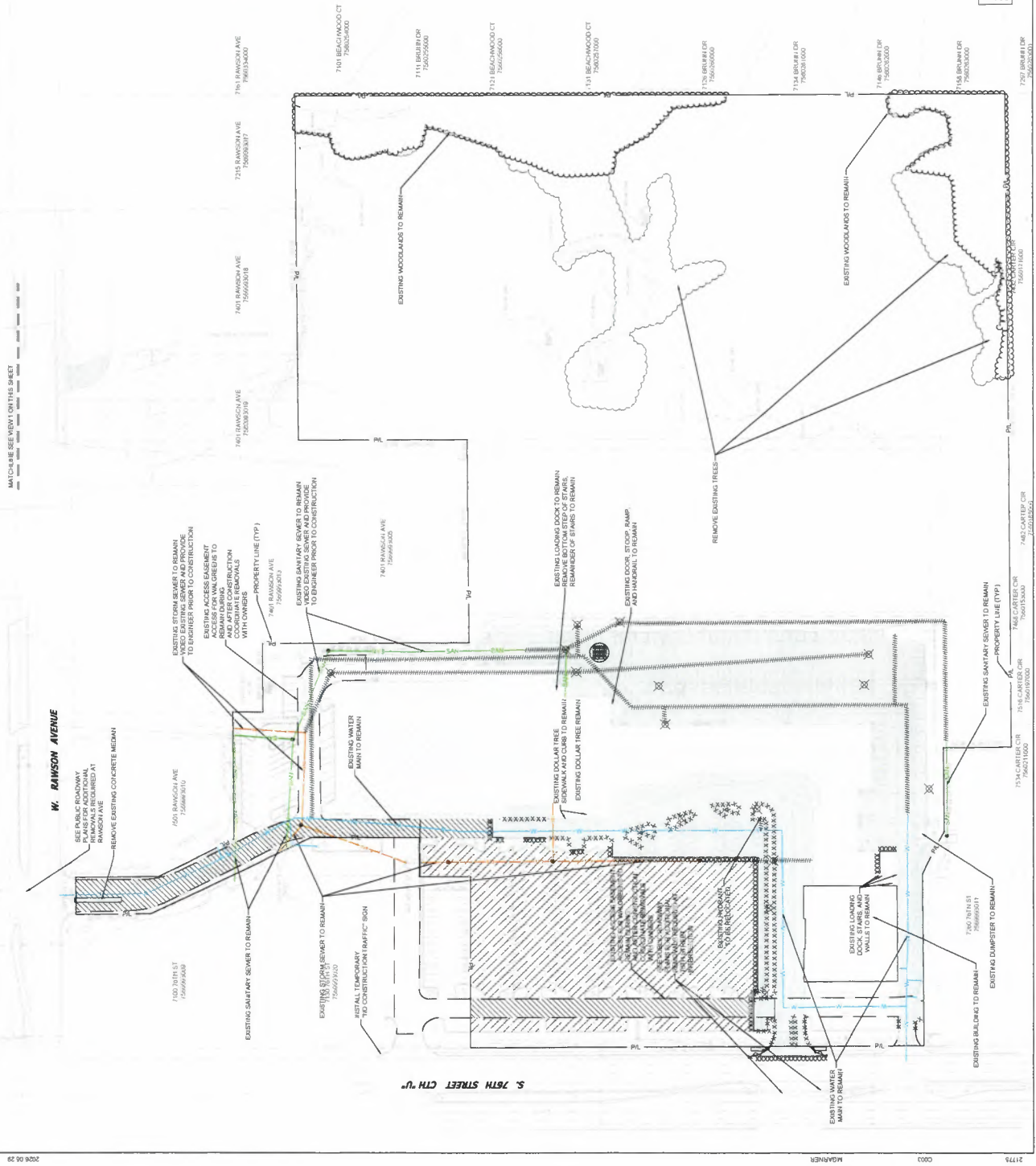
GENERAL NOTES:

1. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH, LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDISCOVERED UTILITIES THAT ARE NOT SHOWN.
2. VERIFY ACTUAL LOCATIONS AND INTERFERE IN THE FIELD. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
3. WORK TO BE COMPLETED IS INDICATED BY BOLD TYPE LINES AND DASHED LINES. WORK TO BE MAINTAINED SHALL BE INDICATED BY DOTTED LINES. THE CONTRACTOR SHALL NOT REMOVE OR DISRUPT EXISTING UTILITIES OR STRUCTURES. THE CONTRACTOR SHALL NOT USE ELECTRIC CABLES TO LAYOUT FOUNDATIONS. THE CONTRACTOR SHALL NOT REMOVE OR DISRUPT EXISTING FOUNDATIONS OR STRUCTURES. THE CONTRACTOR SHALL NOT REMOVE OR DISRUPT EXISTING BUILDING AND ARCHITECTURAL FEATURES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

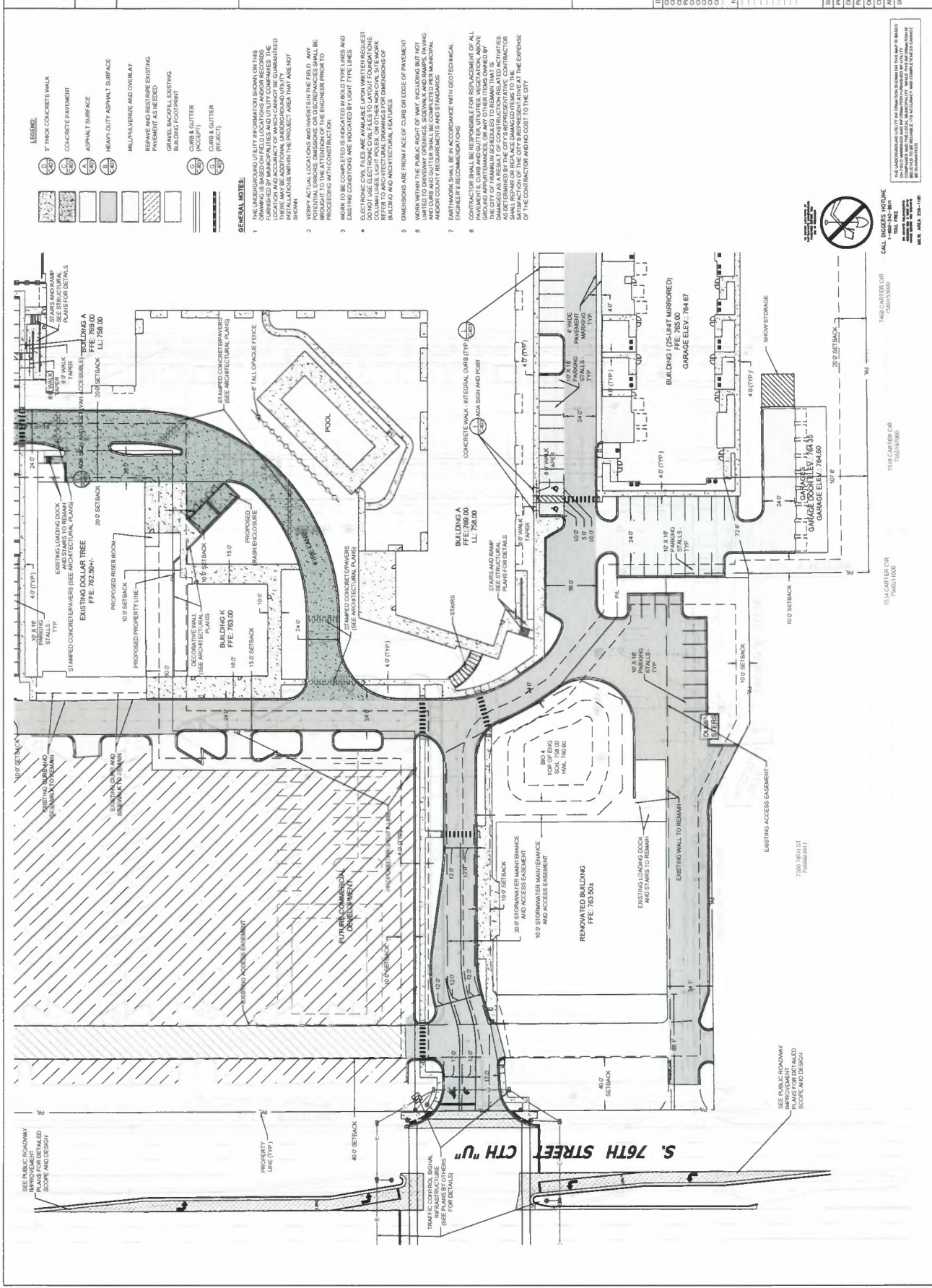


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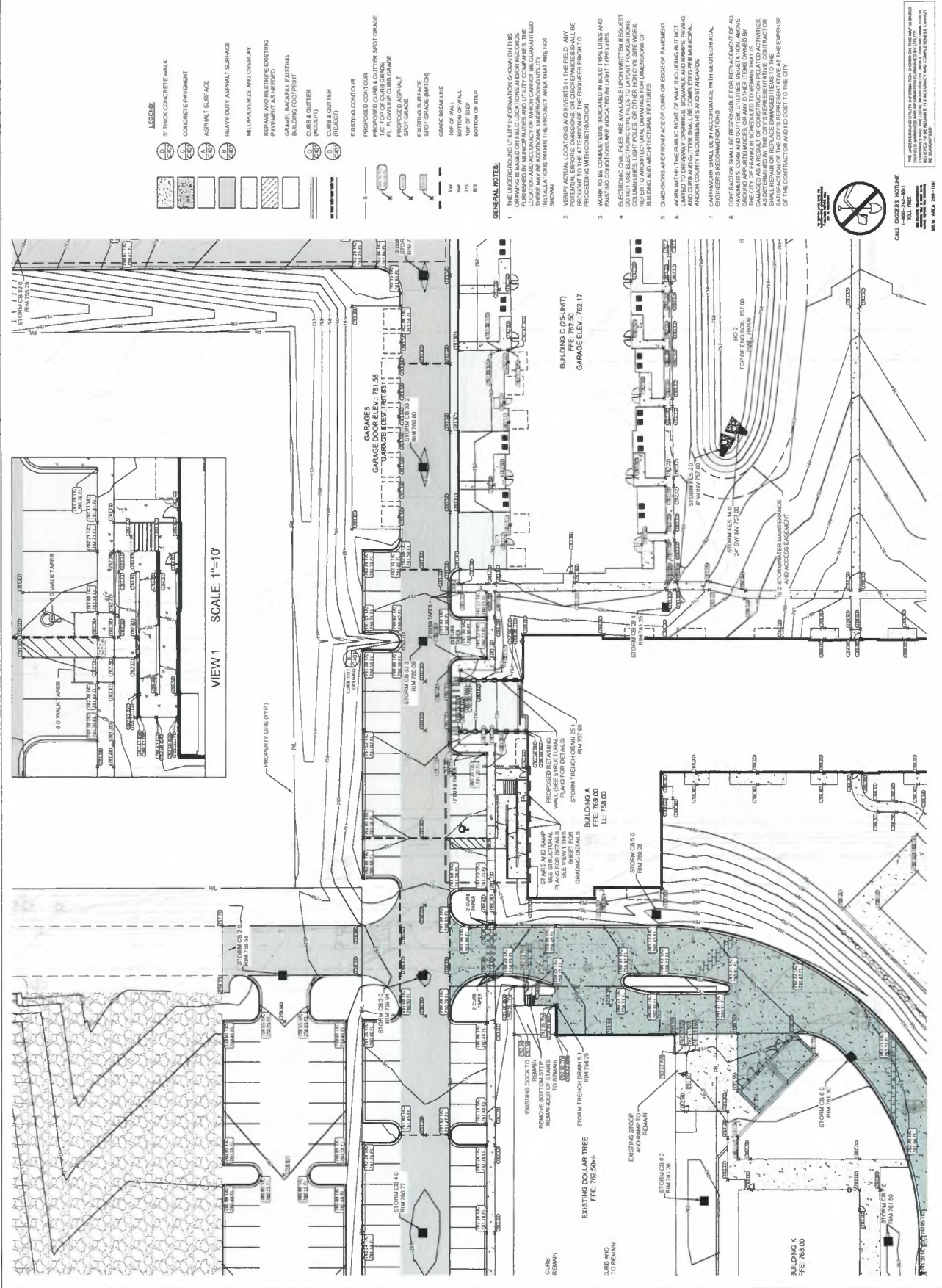


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POTHS GENERAL DEVELOPMENT	76TH AND RAWSON	FRANKLIN, WI 53132	GRADING PLAN
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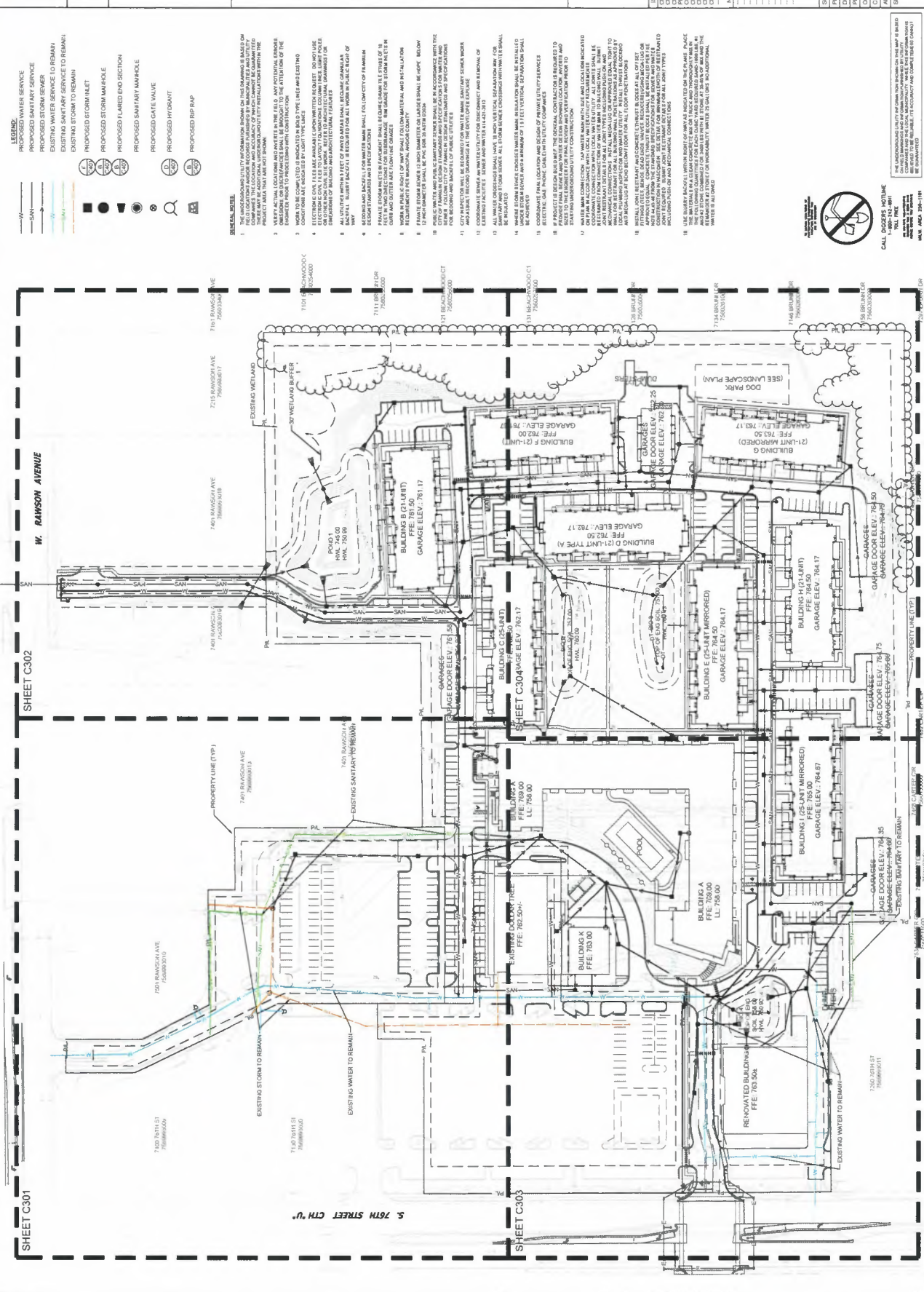
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10/05/20	CITY SUBMITTAL		
10/05/20	CITY SUBMITTAL		
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2/10/20	CITY SUBMITTAL		
3/02/20	CITY SUBMITTAL		
3/02/20	CITY SUBMITTAL		
5/08/20	CITY SUBMITTAL		
	NO REVISION		

C204

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Mand by label: 21775 potha general - 766h rawson1060 CAD030_Production Sheets100_Cw AC200 Grading Plan dwg



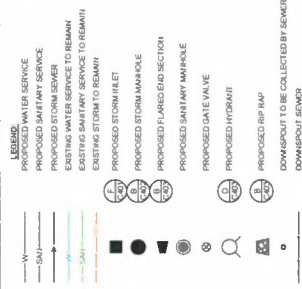
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GENERAL NOTES:

[illegible]

POTHS GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132
UTILITY PLAN - STORM SEWER

ISSUANCE	DATE
CITY SUBMITTAL	10/10/78
CITY SUBMITTAL	10/6/78
CITY SUBMITTAL	9/26/78
CITY SUBMITTAL	9/20/78
CITY SUBMITTAL	9/13/78
CITY SUBMITTAL	8/30/78
CITY SUBMITTAL	8/24/78
CITY SUBMITTAL	8/14/78
CITY SUBMITTAL	5/26/78

SCALE	1"=30'
PROJECT NO	217/5
DESIGN DATE	
PLOT DATE	2008 05 29
DRAWN BY	MJK
CHECKED BY	CC
APPROVED BY	CTC
SHEET NO	

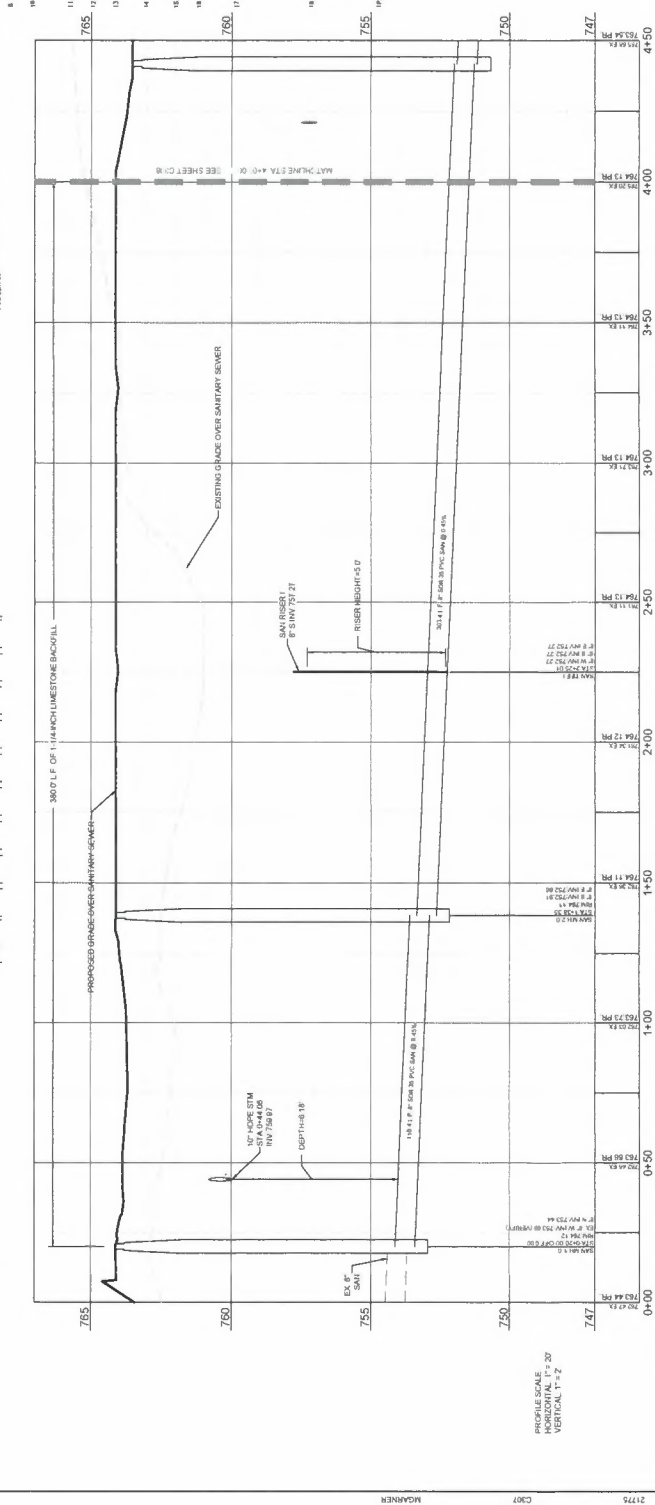
0303

[illegible]

AND #2 STONE COMBINED FOR ONE LBS WITH #1 STONE AT 34.4% OF MIX AND THE REMAINDER #2 STONE FOR WORKABILITY WATER 25 GALLONS NO ADDITIONAL WATER IS ALLOWED.



Printed by Label21775.pdf on general - 7861-cms-v0100 CAD000... Production Sheets100_Civil305 Sanitary Plan & Profile.dwg



Illegally by label 21775 not in general - 76th revision 1000 CAD 030 Production Sheet 1100 Cmt 2005 Summary Plan 8 Profile 000

THE SIGMA GROUP
Single Source Staff Solutions
www.the-sigma-group.com
1370 Wisconsin Ave., Suite 300
Menasha, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

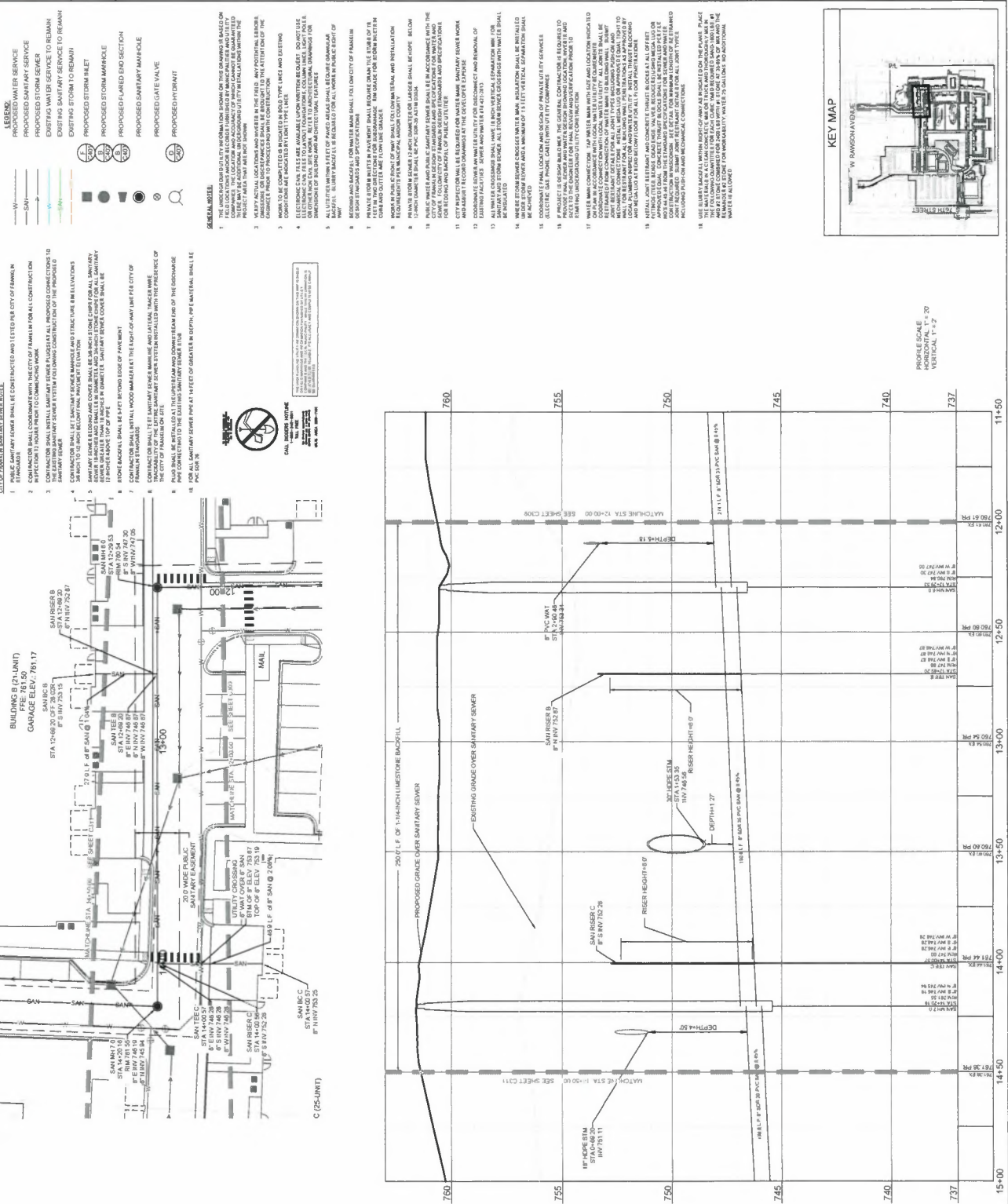
7044 South Ballpark Drive Suite 305
Franklin, WI 53132
Phone: 414-235-3470

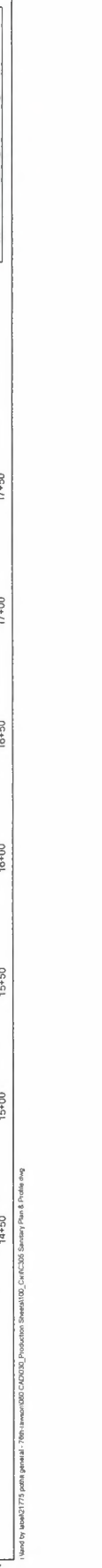
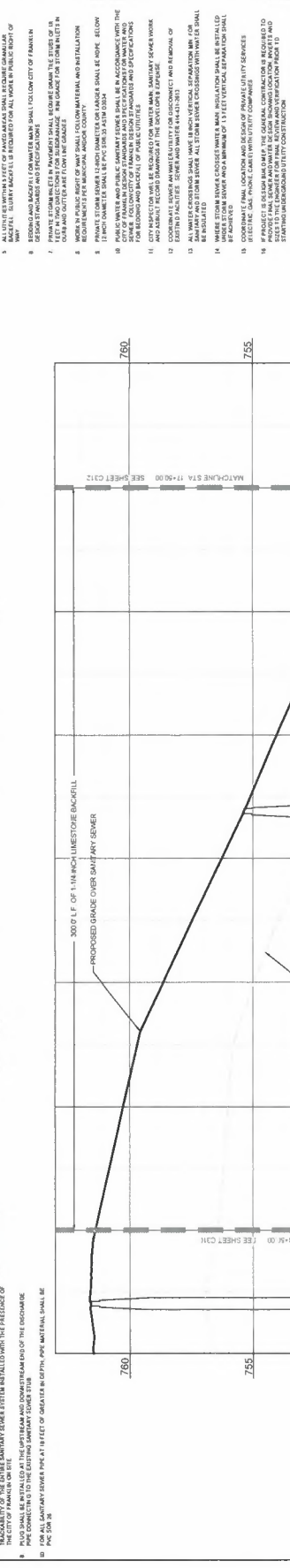
POTHS GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132

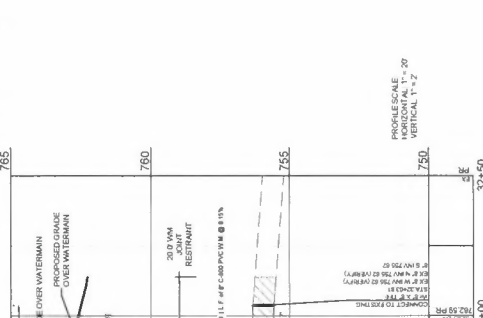
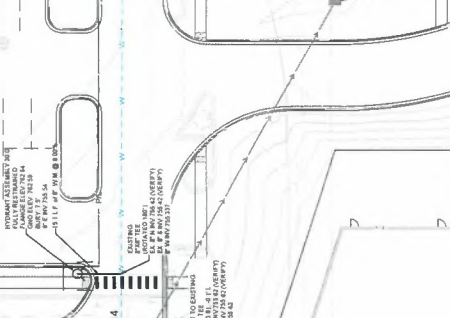
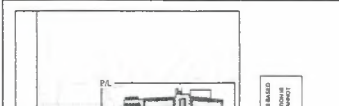
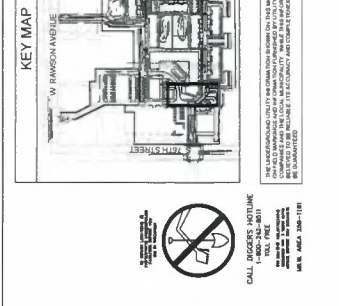
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21TY SUBMITTAL	30/09/08
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21TY SUBMITTAL	5/09/08

NO REVISION		SCALE	T=30"
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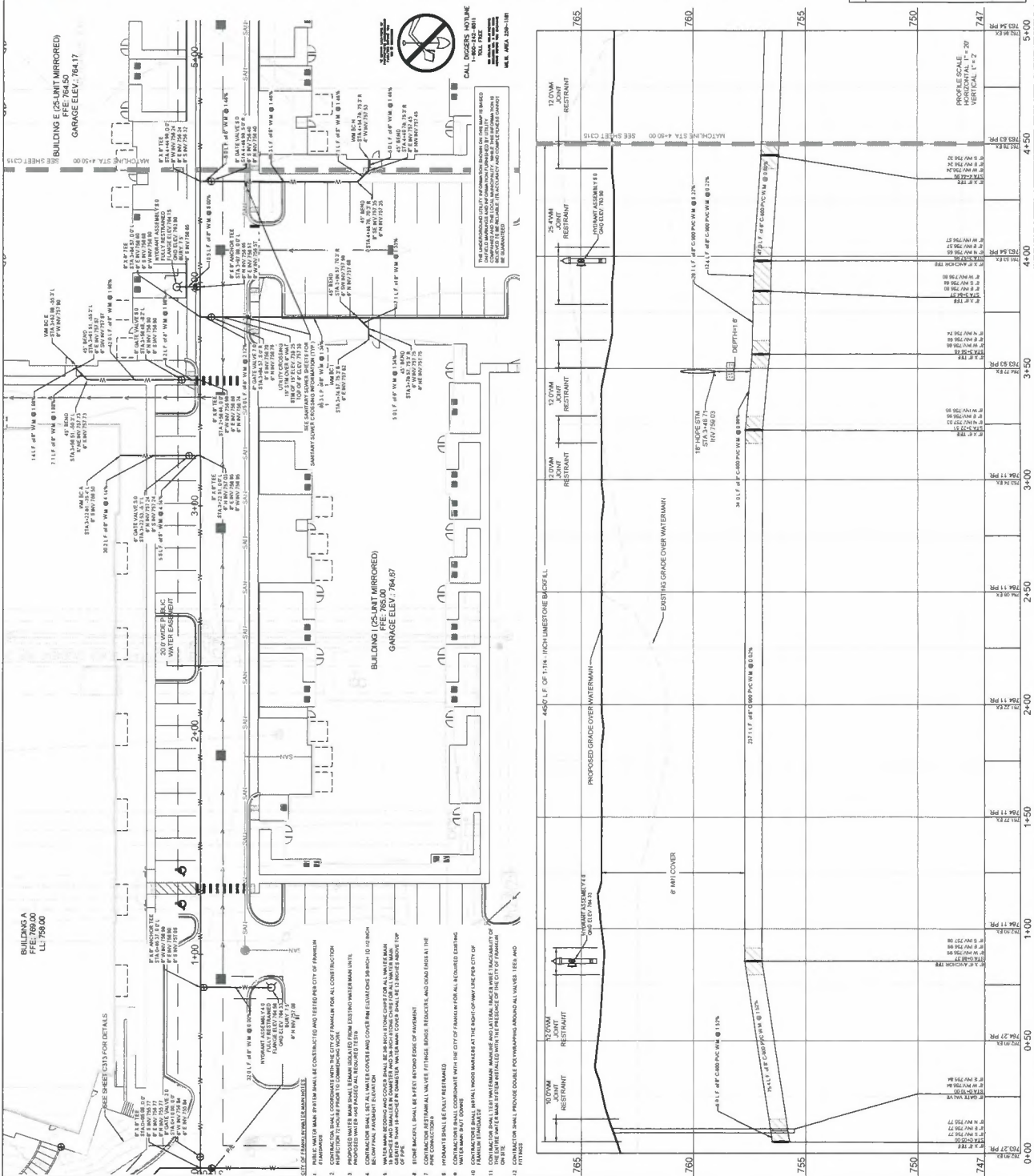
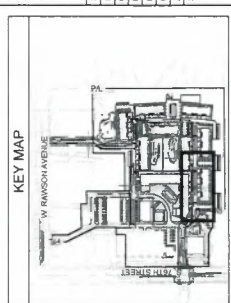
C307





[illegible]

POTHS GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132

[illegible][illegible]

C320

ISSUANCE	DATE
CITY SUBMITTAL	10/10/25

371



100

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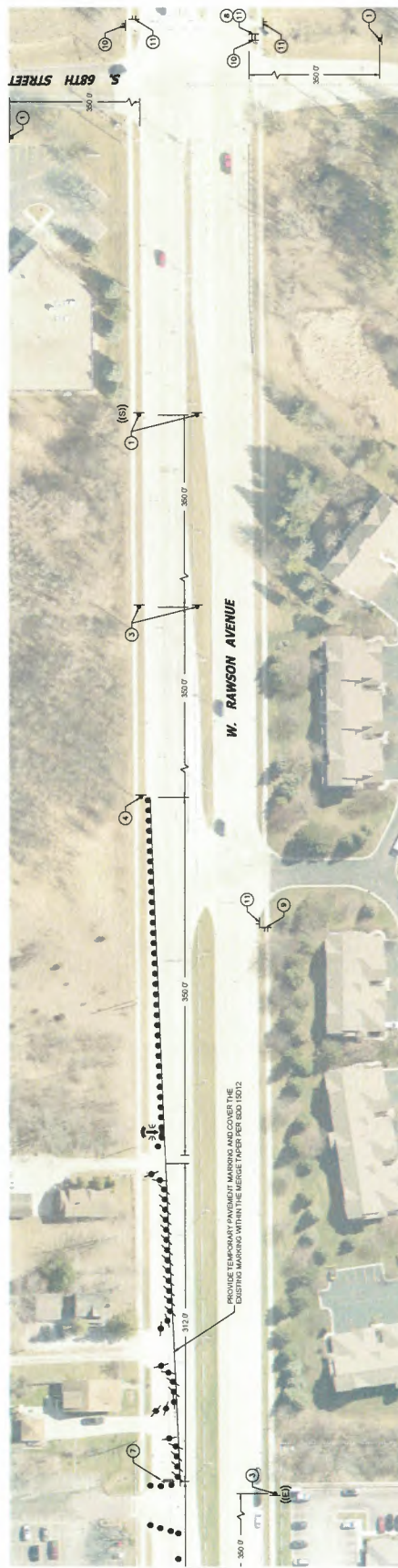
LEGEND:

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GENERAL NOTE:

Figure 1: Schematic diagram of the experimental setup. The diagram shows a cross-section of a specimen with a central hole. Dimensions are given in mm. The specimen has a total width of 10 mm and a height of 10 mm. The hole has a diameter of 2 mm. The distance from the hole center to the top edge is 4 mm, and to the bottom edge is 4 mm. The distance from the hole center to the left edge is 5 mm, and to the right edge is 5 mm. The specimen is supported by a base. A load is applied to the top edge. The specimen is labeled 'SPECIMEN' and 'HOLE'.

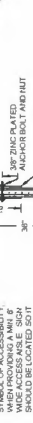
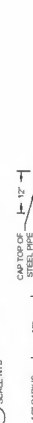
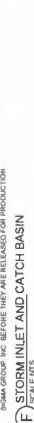
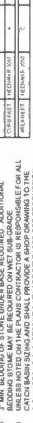
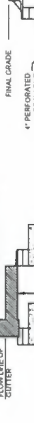
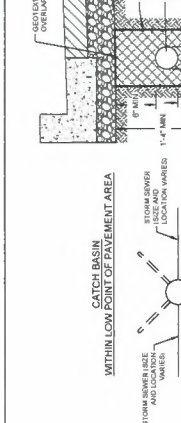
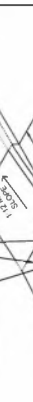
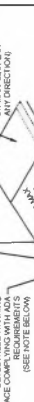
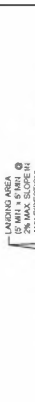
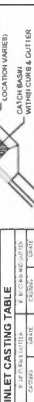
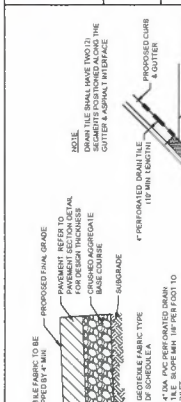
- AS A MINIMUM, SUITABLE BARRICADES AND TOWNS SHALL BE
CONSTRUCTED TO PROTECT THE WORK AREA, UNOCCUPIED
SECTION AND ALL AFFECTED ROADWAY INTERSECTIONS.
- ALL SLEETING AND BARRICADES SHALL BE DONE IN ACCORDANCE
WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL
ROADS AND HIGHWAY CONSTRUCTION AND MAINTENANCE
OPERATIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION,
"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR
STREET AND HIGHWAYS, CHAPTER 6A AND SECTION 6A.01 OF THE STATE
SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE A MINIMUM OF 7 DAYS NOTICE TO
WISDOT STAFF FOR REQUESTING LINE CLOSURE NOTICE.
- MAINTAIN MAXIMUM "DROP OFF" WITHIN 5' OF TRAVELED LANE
IN ACCORDANCE WITH WISDOT STANDARD SPECIFICATIONS.
TABLE 12.3.
- PAVEMENT WORK NOT TO BE CONSTRUCTED AT THE SAME TIME
AS WESTBOUND WORK.
- ONE LANE OF TRAFFIC SHALL BE KEPT OPEN AT ALL TIMES. TWO
LANES OF TRAFFIC SHALL BE KEPT OPEN AT THE END OF EACH
BUSINESS DAY.

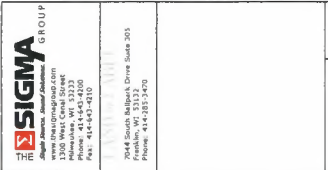


TRAFFIC CONTROL PLAN

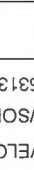
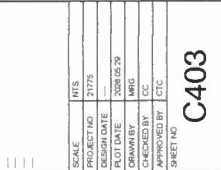
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PROJECT NO.	21775
DESIGN DATE	***
PLOT DATE	2008 05 29
DRAWN BY	MRG
CHECKED BY	CC
APPROVED BY	CTC

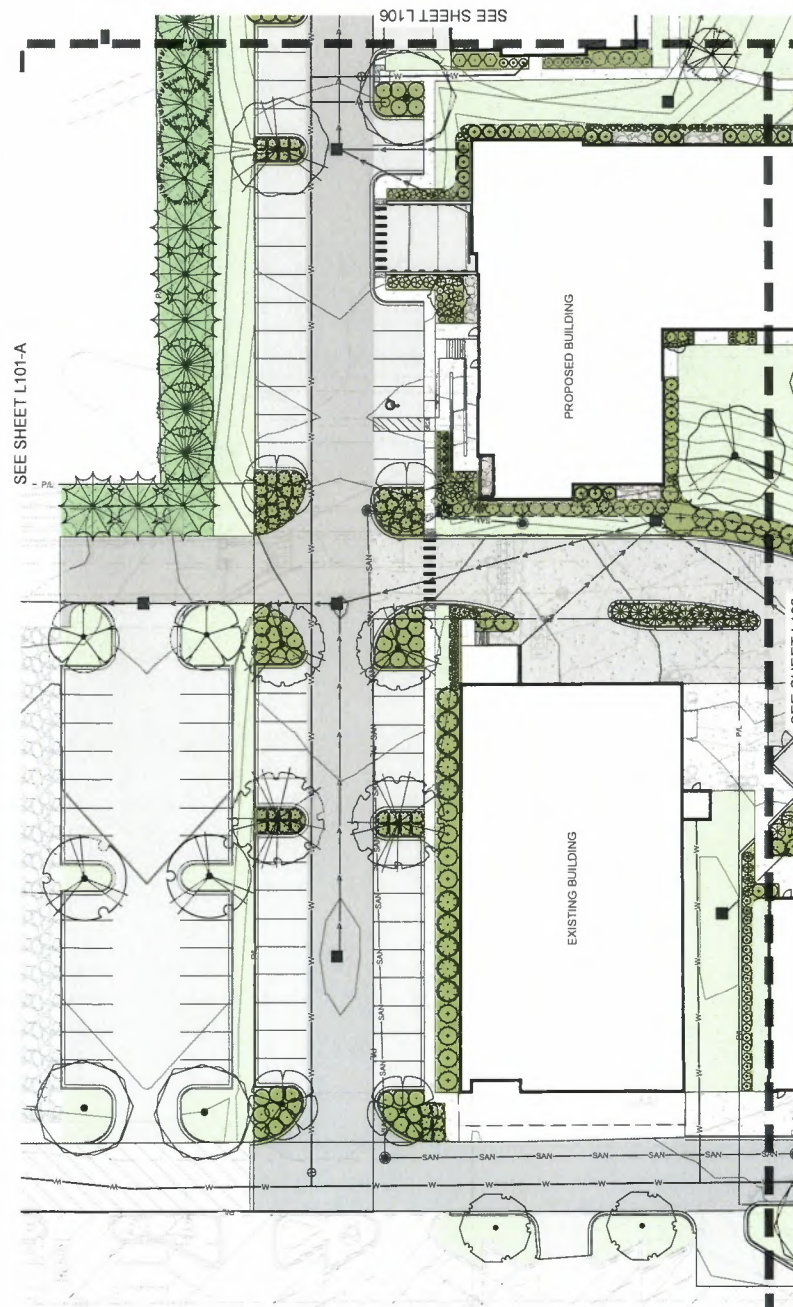
C321





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LEGEND:



- [illegible]

POTHS GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132
LANDSCAPE ENLARGEMENT

LANDSCAPE ENLARGEMENT

[illegible]

PELOPOUS STERILES											
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3	Chrysomitris coronata	Male	Adult	105	115	55	45	15	10	5	100
4	Chrysomitris coronata	Female	Adult	90	100	50	40	15	10	5	100
5	Chrysomitris coronata	Male	Adult	110	120	60	50	15	10	5	100
6	Chrysomitris coronata	Female	Adult	100	110	55	45	15	10	5	100
7	Chrysomitris coronata	Male	Adult	105	115	55	45	15	10	5	100
8	Chrysomitris coronata	Female	Adult	95	105	50	40	15	10	5	100
9	Chrysomitris coronata	Male	Adult	110	120	60	50	15	10	5	100
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11	Chrysomitris coronata	Male	Adult	105	115	55	45	15	10	5	100
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97	Chrysomitris coronata	Male	Adult	110	120	60	50	15	10	5	100
98	Chrysomitris coronata	Female	Adult	100	110	55	45	15	10	5	100
99	Chrysomitris coronata	Male	Adult	105	115	55	45	15	10	5	100
100	Chrysomitris coronata	Female	Adult	95	105	50	40	15	10	5	100

Age/Height	Weight	Measure	Unit
16	160	Weight	kg
17	170	Weight	kg
18	180	Weight	kg
19	190	Weight	kg
20	200	Weight	kg
21	210	Weight	kg
22	220	Weight	kg
23	230	Weight	kg
24	240	Weight	kg
25	250	Weight	kg
26	260	Weight	kg
27	270	Weight	kg
28	280	Weight	kg
29	290	Weight	kg
30	300	Weight	kg
31	310	Weight	kg
32	320	Weight	kg
33	330	Weight	kg
34	340	Weight	kg
35	350	Weight	kg
36	360	Weight	kg
37	370	Weight	kg
38	380	Weight	kg
39	390	Weight	kg
40	400	Weight	kg
41	410	Weight	kg
42	420	Weight	kg
43	430	Weight	kg
44	440	Weight	kg
45	450	Weight	kg
46	460	Weight	kg
47	470	Weight	kg
48	480	Weight	kg
49	490	Weight	kg
50	500	Weight	kg
51	510	Weight	kg
52	520	Weight	kg
53	530	Weight	kg
54	540	Weight	kg
55	550	Weight	kg
56	560	Weight	kg
57	570	Weight	kg
58	580	Weight	kg
59	590	Weight	kg
60	600	Weight	kg
61	610	Weight	kg
62	620	Weight	kg
63	630	Weight	kg
64	640	Weight	kg
65	650	Weight	kg
66	660	Weight	kg
67	670	Weight	kg
68	680	Weight	kg
69	690	Weight	kg
70	700	Weight	kg
71	710	Weight	kg
72	720	Weight	kg
73	730	Weight	kg
74	740	Weight	kg
75	750	Weight	kg
76	760	Weight	kg
77	770	Weight	kg
78	780	Weight	kg
79	790	Weight	kg
80	800	Weight	kg
81	810	Weight	kg
82	820	Weight	kg
83	830	Weight	kg
84	840	Weight	kg
85	850	Weight	kg
86	860	Weight	kg
87	870	Weight	kg
88	880	Weight	kg
89	890	Weight	kg
90	900	Weight	kg
91	910	Weight	kg
92	920	Weight	kg
93	930	Weight	kg
94	940	Weight	kg
95	950	Weight	kg
96	960	Weight	kg
97	970	Weight	kg
98	980	Weight	kg
99	990	Weight	kg
100	1000	Weight	kg

1. VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, PIPES AND STRUCTURES, ETC. PRIOR TO BEGINNING CONSTRUCTION.
2. INSTRUCT THE SITE PRIOR TO COMMENCING WORK. DOCUMENT IN WRITING AND NOT GRAPHIC EXISTING CONDITIONS WITHIN, AROUND AND OUTSIDE THE PROJECT AREA. PROVIDE A SUMMARY OF ALL LANDSCAPE CONTRACTOR RESPONSIBILITY FOR ANY DAMAGES NOT COVERED BY THE CONTRACTOR. OBTAIN PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
3. COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH THE INSTALLATION OF ADJACENT PAVEMENTS, DRAINAGE, CURB AND RELATED STRUCTURES WITH OTHER TRADES.
4. RETEORE AREAS OF THE SITE, OR ADJACENT AREAS WHERE THE LANDSCAPE CONTRACTOR HAS BEEN ADVISED OF THE INSTALLATION TO DETERMINE CONDITIONS AND IMPROVEMENTS TO BE MADE TO THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
5. CONTRACTOR SHALL THOROUGHLY REVIEW ALL SPECIFICATIONS, GRASSES AND PLANTS. THESE SECTIONS PROVIDE ADDITIONAL INFORMATION TO THE CONTRACTOR TO MEET STANDARDS FOR QUALITY AND INSTALLATION REQUIREMENTS.
6. PROVIDE 3" DOUBLE SHADENED BARK MULCH FOR PLANTED TREES, SHADENED LANDSCAPE BEDS.

LANDSCAPE GENERAL NOTES:



THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD SURVEYS AND THE INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.

PROJECT NO	21775
DESIGN DATE	
PLOT DATE	2026 05 29
DRAWN BY	AJR
CHECKED BY	CC
APPROVED BY	CTC
SHEET NO	

L102



LEGEND

	TURFGRASS SEED		WOODLAND MARK MULCH		WOODLAND EDGE NATIVE SEED MIX
	BROWN/FLATIRON SLOPE SEED MIX		BONNET TRITON		DECORATIVE STONE MULCH
	PRERAIL FLOWS		ERECTING WOODLANDS TO BE PRESERVED		SNOW STORAGE AREA
	PROXY LINE		SHOVEL OUT PLANT EDGING METAL PLANT EDGING SEEDING BOUNDARY SHEET MATCHLINE		9" THICK CONCRETE WALK
	CONCRETE PAVEMENT		ASPHALT SURFACE		HEAVY DUTY ASPHALT SURF

PROPOSED BUILDING

PROPOSED GARAGE

PROPOSED BUILDING

PROPOSED BUILDING

SEE SHEET L107

SEE SHEET L

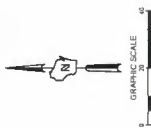
ADJACENT RESIDENTIAL

POTHS GENERAL DEVELOPMENT

76TH AND RAWSON
FRANKLIN, WI 53132

FRANKLIN, WI 53132

LANDSCAPE ENLARGEMENT

[illegible][illegible]

LANDSCAPE GENERAL NOTES

1. EXISTING LANDSCAPE UTILITIES, PIPES AND STRUCTURES, ETC. PRIOR TO DEMOLITION AND CONSTRUCTION SHALL BE IDENTIFIED AND PROTECTED.
2. INSPECT THE SITE FOR EXISTING WORK, CONSTRUCTION AND ADJACENT TO EXISTING CONSTRUCTION. ALL AREAS ADJACENT TO EXISTING CONSTRUCTION SHALL BE PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF DOCUMENTATION IN THE PHOTOGRAPHS PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES.
3. COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH THE LANDSCAPE ARCHITECT AND THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR OTHER TRADES.
4. RESTORE ORANGE OR THE SITE, OR ADJACENT AREAS, WHERE DISTURBED DAMAGE CAUSED DURING LANDSCAPE INSTALLATION SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
5. CONTRACTOR SHALL THOROUGHLY REVIEW ALL SPECIFICATIONS RELATED TO TREE PROTECTION, SOIL PREPARATION, IRRIGATION, MULCHING, AND PLANTING. THE CONTRACTOR SHALL OBTAIN INFORMATION ON MATERIALS AND SET STANDARDS FOR QUALITY AND INSTALLATION REQUIREMENTS.
6. PROVIDE 2" DOUBLE-SHEDDED BARK MULCH FOR ALL PLANTED



CALL DIGGERS HOTLINE
1-800-242-8311
TOLL FREE

NO FRANCHISE REQUIREMENTS
REQUIRE NO \$ 100K DOWN
OFFICE SPACE YOUR OWN

WE'RE AFTER YOU-1181

THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD SURVEYS AND INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.

LANDSCAPE GENERAL NOTES:

PLANT SCHEDULE				
SYMBOL	CODE	botanical / COMMON NAME	SIZE	CONTAINER
CANOPY TREES				
	AAK	Acer rubrum 'Nimbus' / State Street Maple	2.5' Cal	BA45
	AA	Acer x freemanii 'Jefferson' / Autumn Blaze® Freeman Maple	2.5' Cal	BA45
	BR	Betula nigra / River Birch	8' H (4445) (4445)	BA45
	CW	Carpinus caroliniana 'Wilcoxii' Red / Wisconsin Red Starburst	2.5' Cal	BA45
	GA	Gaultheria procumbens 'Autumn Gold' / Autumn Gold Mahonia Tree	2.5' Cal	BA45
	G	Gleditsia triacanthos 'Inermis' / Saywell Honey Locust	2.5' Cal	BA45
	GSO	Gymnocladus dioica 'Tyrannus' / Kentucky Coffeetree	2.5' Cal	BA45
	PT	Populus tremuloides / Quaking Aspen	2.5' Cal	BA45
	QTR	Quercus rubra 'Red Oak'	2.5' Cal	BA45
	QS	Quercus x schubertii / Swamp Bur Oak	2.5' Cal	BA45
	TG	Tilia cordata 'Tangerine' / Greenstreak Labeled Linden	2.5' Cal	BA45
	UP	Ulmus americana 'Princeton' / Princeton American Elm	2.5' Cal	BA45
	UT	Ulmus x minor 'Obscure' / Thompson Elm	2.5' Cal	BA45
EVERGREEN TREES				
	AC	Abies concolor / White Fir	8' H	BA45
	JV	Juniperus horizontalis / Eastern Redcedar	8' H	BA45
	JC	Juniperus virginiana 'Cupressoides' / Hagerman Eastern Redcedar	8' H	BA45
	JK	Juniperus x jk 'Salem Blue' / Blue Pyramid Juniper	8' H	BA45
	PA	Pinus strobus / Norway Spruce	8' H	BA45
	PG	Pinus glauca 'Dorland' / Black Hills White Spruce	8' H	BA45
	PE	Pinus strobus / White Pine	8' H	BA45
	TB	Thuja occidentalis 'Star John' / Tamarisk Arborvitae	8' H	BA45
	TT	Thuja occidentalis 'Tangerine' / Tangerine Arborvitae	8' H	BA45
	TP	Thuja plicata / Western Red Cedar	8' H	BA45
ORNDORF TREES				
	AK	Acer paniceum 'Nimbus' / Nodding Maple	2.5' Cal	BA45
	AS	Aster x americanus 'Sunset Color' / Autumn® Sugar Maple	2.5' Cal	BA45
	CLJ	Carpinus caroliniana 'J.H. Upright' / Firespire® American Hornbeam	2.5' Cal	BA45
	OV	Ostrya virginiana / American Hopbloom	2.5' Cal	BA45
	SR	Syringa reticulata 'Very Blue' / Very Blue Japanese Tree Lilac	2.5' Cal	BA45

DECIDUOUS SPECIES				
	AI	Aronia melanocarpa 'Mojito' / Ingot Beauty™ Black Chokeberry	3 gal	Cont
	AE	Aronia melanocarpa 'Black' / Black Chokeberry	3 gal	Cont
	CF	Cornus sericea 'Farrow' / Arctic Flame Red Twig Dogwood	3 gal	Cont
	CE	Calina latifolia 'Nodding' / Wicutt Black Sycamore	3 gal	Cont
	DU	Quercus laevis 'Jewel' / Jewel Birch Honeylocust	3 gal	Cont
	HA	Hydrangea arborescens 'Annabelle' / Annabelle Hydrangea	3 gal	Cont
	HW	Hydrangea arborescens 'Nodding' / Nodding Blue Smooth Hydrangea	3 gal	Cont
	HE	Hydrangea macrophylla 'Petalain' / Bloomer® Hydrangea	3 gal	Cont
	HF	Hydrangea macrophylla 'Sailor' / First Light® Prunella Hydrangea	3 gal	Cont
	HO	Physocarpus opulifolius 'Dorothy May' / Dorothy May Dogwood	3 gal	Cont
	HA	Rosa acuminata 'Sun-Low' / Glen Low Fragrant Rose	3 gal	Cont
	HO	Rosa rugosa 'Green Mount' / Green Mount Alpine Rose	3 gal	Cont
	RL	Rosa rugosa 'Purple Princess' / Purple Princess Rose	3 gal	Cont
	SA	Syringa meyeri 'Palibori' / Dwarf Korean Lilac	5 gal	Cont
EVERGREEN SHRUBS				
	JP	Juniperus chinensis 'Kilgus Compact' / Kilgus Compact Ridge Juniper	3 gal	Cont
	JT	Juniperus chinensis 'Triton' / Triton Juniper	6' H	BA45
	JV	Juniperus horizontalis 'Youngman' / Youngman Creeping Juniper	3 gal	Cont
	JP	Pinus strobus 'Dwarf Globe' / Dwarf Globe Norway Spruce	3 gal	Cont
	PM	Pinus mugo 'Pumilo' / Dwarf Mugo Pine	3 gal	Cont
	TD	Taxus x media 'Dorland' / Dorland Anglo-Japanese Tree	3 gal	Cont
	TE	Taxus x media 'Tangerine' / Tangerine Anglo-Japanese Tree	3 gal	Cont
	TJ	Thuja occidentalis 'Juddobol' / Juddobol Eastern Hemlock	3 gal	Cont
ORNDORF GRASSES				
	AG	Andropogon gerardii 'Blackhawk' / Blackhawk Big Bluestem	1 gal	Cont
	CK	Chamaecrista x scutellaria 'Karl Foerster' / Karl Foerster Feather Reed Grass	1 gal	Cont
	CO	Chamaecrista x scutellaria 'Overlander' / Overlander Feather Reed Grass	1 gal	Cont
	DO	Deschampsia cespitosa 'Goldstar' / Gold Star™ Jointed Reed Grass	1 gal	Cont
	PY	Panicum virgatum 'Dorland' / Dorland Switch Grass	1 gal	Cont
	SK	Sporobolus heterolepis 'Tee' / Tee Prairie Dropseed	1 gal	Cont
PERENNIALS				
	AB	Anemone x 'Blue Ice' / Blue Ice Bluebell	1 gal	Cont
	AD	Anemone x 'Dutch Lace' / Dutch Lace Anemone	1 gal	Cont
	BU	Brunnera macrophylla 'Jack Frost' / Jack Frost Siberian Bugloss	1 gal	Cont
	EC	Eranthis x 'Cherokee Spirit' / Cherokee Spirit Cornflower	1 gal	Cont
	HC	Hedera x 'Cerulea' / Cerulea Coral Bells	1 gal	Cont
	HO	Hieracium x 'Obsidian' / Obsidian Coral Bells	1 gal	Cont
	HW	Helleborus x 'Frances Williams' / Frances Williams Helleborus	1 gal	Cont
	HU	Helleborus x 'Juno' / Juno Helleborus	1 gal	Cont
	HU	Helleborus x 'Petal' / Petal Helleborus	1 gal	Cont
	HS	Helleborus x 'Sun and Substance' / Sun and Substance Helleborus	1 gal	Cont
	HW	Helleborus x 'William's Look' / William's Look Helleborus	1 gal	Cont
	SA	Sedum x 'Autumn Fire' / Autumn Fire Sedum	1 gal	Cont

www.sigmagroup.com
10000 Old Highway 100
Plymouth, WI 53123
Phone: 414-444-4100
Fax: 414-444-4110

POTHS GENERAL DEVELOPMENT
76TH AND RAWSON
FRANKLIN, WI 53132

OVERALL PLANTING SCHEDULE

REVISION	DATE
10000	10/01/2020
CITY SUBMITTAL	10/01/2020
PLANNING SUBMITTAL	10/01/2020
CITY SUBMITTAL	10/01/2020
CITY SUBMITTAL	10/01/2020
CITY SUBMITTAL	10/01/2020
CITY SUBMITTAL	10/01/2020
NO REVISION	DATE

PROJECT NO	21775
ISSUE DATE	2008/05/29
DRAWN BY	MAG
CHECKED BY	CC
APPROVED BY	CC
SHEET NO	L109

- ⑦ BIOFILTRATION BASIN PLANTING (SEE PERENNIAL PLUGS PLANT LIST)
- ⑦ BIOGRADEABLE EROSION CONTROL MATTING ON BOTTOM AND SLOPES OF BASIN
- ⑦ ENGINEERED SOIL MIX. - SEE CIVIL FOR DEPTH
- ⑦ STONE STORAGE LAYER - SEE CIVIL FOR DEPTH
- ⑦ PVC GRANT T.I.E. - SEE CIVIL PLAN
- ⑦ PREPARED SUBGRADE

CONSERVATION EASEMENT

Poths General

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

WITNESSETH

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

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

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

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

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

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

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

1. To view the protected property in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under § 15-9-14 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

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

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

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

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

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

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

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

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

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

LXL PG Apartments LLC

By: _____
Ian B. Martin, Manager

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Emily Cialdini, VP Development, Land By Label

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

Notary Public

My commission expires _____

Acceptance

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

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

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Nick Fuchs, Principal Planner
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

EXHIBIT

CLIENT

Land by Label Development Co.

SITE ADDRESS

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

LEGAL DESCRIPTION

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

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

LINE TABLE

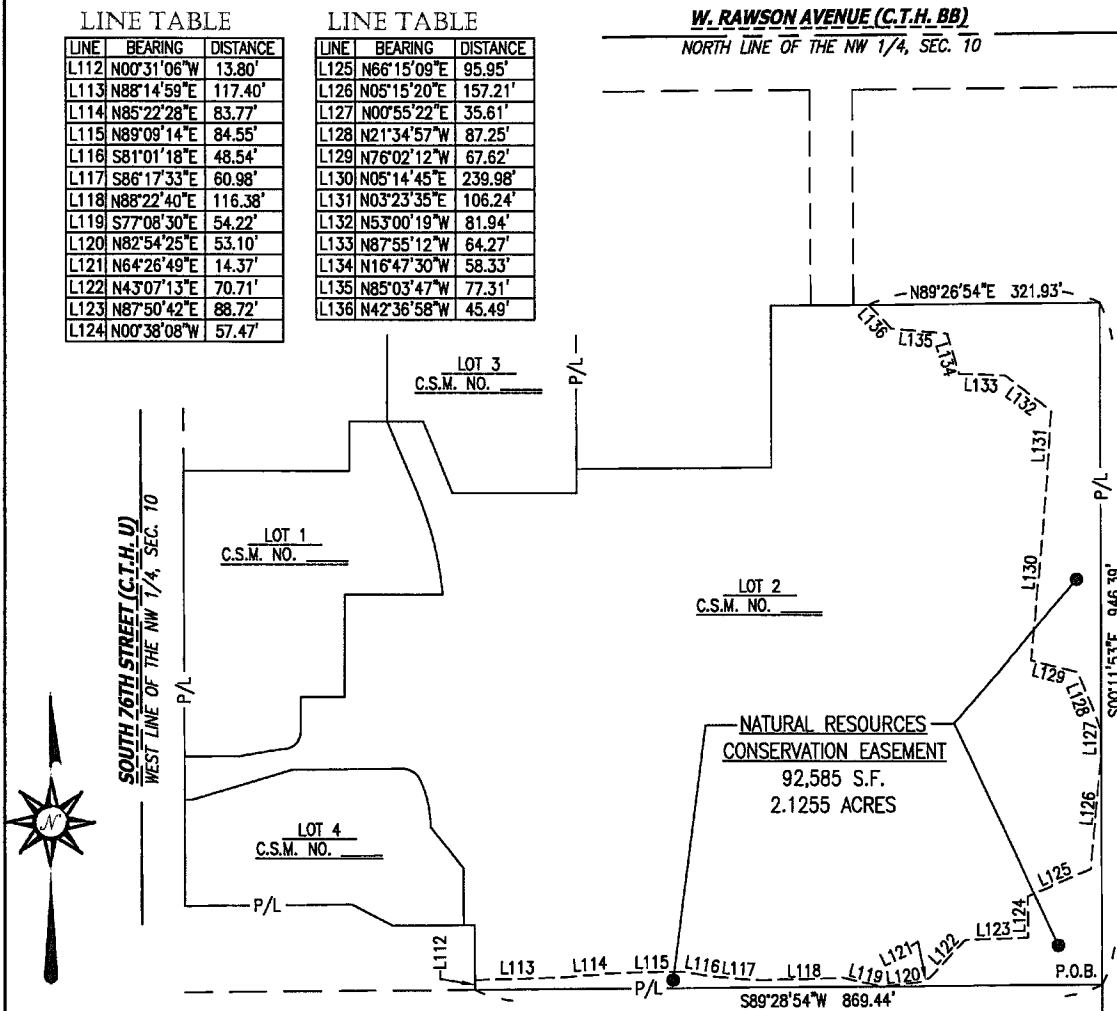
LINE	BEARING	DISTANCE
L112	N00°31'06"W	13.80'
L113	N88°14'59"E	117.40'
L114	N85°22'28"E	83.77'
L115	N89°09'14"E	84.55'
L116	S81°01'18"E	48.54'
L117	S86°17'33"E	60.98'
L118	N88°22'40"E	116.38'
L119	S77°08'30"E	54.22'
L120	N82°54'25"E	53.10'
L121	N64°26'49"E	14.37'
L122	N43°07'13"E	70.71'
L123	N87°50'42"E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

LINE TABLE

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

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

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



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

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

**CROSS ACCESS
EASEMENT
AGREEMENT**

Document Number

Document Title

This cross access easement agreement (the “**Agreement**”) is made as of this ____ day of July, 2026, by and between LXL PG Apartments LLC, a Delaware limited liability company (“**PG Apartments**”), and LXL PG Land, LLC, a Wisconsin limited liability company (“**PG Land**”).

WHEREAS, PG Apartments owns certain real property in City of Franklin, Milwaukee County, Wisconsin, shown on Exhibit B and more particularly described in Exhibit A, both attached hereto and incorporated herein by reference (the “**PG Apartments Parcel**”); and

WHEREAS, PG Land owns certain property in City of Franklin, Milwaukee County, Wisconsin, shown on Exhibit B and more particularly described in Exhibit C attached hereto and incorporated herein by reference (the “**PG Land Parcel**”) which is adjacent to the PG Apartments Parcel; and

WHEREAS, PG Apartments desires to provide PG Land access to the PG Apartments Parcel and PG Land desires to provide PG Apartments access to the PG Land Parcel.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and the terms, conditions, covenants and mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERMANENT EASEMENT.** PG Apartments does hereby grant, convey and warrant to PG Land, forever, a nonexclusive easement and right of way, without charge, upon the PG Apartments Parcel solely for the ingress and egress of motor vehicles (non-agricultural) and pedestrians to the PG Land Parcel. PG Land does hereby grant, convey and warrant to PG Apartments, forever, a nonexclusive easement and right of way, without charge, upon the PG Land Parcel solely for the ingress and egress of motor vehicles (non-agricultural) and pedestrians to the PG Apartments Parcel. The parties hereby expressly acknowledge that there are no parking, utility or other easements granted herein, expressed or implied. The easement granted in the Agreement shall run for the benefit of the land, but shall be otherwise unassignable.
2. **EASEMENT AREA MAINTENANCE.** PG Apartments hereby agrees that it shall, at its sole cost and expense, maintain the PG Apartments Parcel, or cause the PG Apartments Parcel to be maintained. PG Land hereby agrees that it shall, at its sole cost and expense, maintain the PG Land Parcel, or cause the PG Land Parcel to be maintained. PG Apartments and PG Land shall also keep their respective parcels in good repair and in compliance with all applicable laws and regulations, keep driveways marked for traffic flow, and keep the same reasonably free from refuse, ice and snow.
3. **OBSTRUCTIONS.** PG Apartments and PG Land agree that no barricade or other divider shall be constructed to impede or prevent free and uninterrupted flow of vehicular or pedestrian traffic between their respective parcels; provided that PG Apartments and PG Land have the right to temporarily erect barriers that are mutually agreed upon by both parties or their assigns, which agreement shall not be

Recording Area

Name and Return Address
Ian B. Martin
Land By Label, LLC
638 Milwaukee St.
Delafield, WI 53018

Parcel Identification Number (PIN)

unreasonably withheld. Notwithstanding the above, these restrictions shall in no way restrict or limit PG Apartments's or PG Land's right to use their respective parcels in any other way.

4. CONDEMNATION. If all or any part of the PG Apartments Parcel or the PG Land Parcel is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land so taken shall be payable only to PG Apartments for any land taken in the PG Apartments Parcel, and shall be payable only to PG Land for any land taken in the PG Land Parcel, and no claim thereto shall be made by PG Land or PG Apartments against the other party's land; provided, however, that PG Apartments or PG Land may file collateral claims with the condemning authority, over and above the value of the other party's land so taken to the extent of any damage suffered by PG Apartments or PG Land resulting from the severance of access to the parcel so condemned or taken.
5. INDEMNITY. PG Apartments and PG Land, their respective successors or assigns, shall defend, indemnify and save harmless the other party, its respective officers, agents, members and employees, and any mortgagee of the PG Apartments Parcel and the PG Land Parcel, against liability or claim thereof for injury to persons, including death, or damage to property (i) arising out of any maintenance, construction, negligent or intentional actions performed by PG Apartments or PG Land, their respective employees, licensees or contractors, their agents or employees, on or about the easement created pursuant to the Agreement, (ii) arising out of any defaults hereunder, or (iii) arising from or relating to the cross access easement by PG Apartments and PG Land, or on their behalf, including but not limited to maintenance and repair.
6. NONDISTURBANCE. PG Apartments and PG Land shall not unreasonably interfere with the activities of the other party, the occupants of the other party's parcel, and the other party's respective customers, agents, servants, employees, licensees and invitees in connection with their respective operations in the easement.
7. NOTICES. Notices in demand required or permitted to be given hereunder shall be given by certified mail return receipt requested, or by a national overnight express service such as FedEx, in the case of PG Apartments, addressed to it at 638 Milwaukee Street, Delafield, WI 53018 or at such other address as specified in writing by PG Apartments, and in the case of PG Land addressed to it at 638 Milwaukee Street, Delafield, WI 53018 or at such other address previously specified in writing by PG Land.
8. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.
9. RECORDING. The Agreement shall be recorded in the records of Milwaukee County, Wisconsin.
10. GOVERNING LAWS. The laws of the state of Wisconsin shall apply to the Agreement.
11. SEVERABILITY. If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. WAIVER. No waiver of breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

13. MODIFICATION. The Agreement, or any easement, covenant, or restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of any of the properties subject hereto only by the recording of the appropriate documents in the records of Milwaukee County, Wisconsin, which documents must be executed by all of the owners and mortgagees and other holders of recorded interest in any of the properties affected thereby as of the date of such documents.
14. BINDING ON FUTURE PARTIES. The Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and the respective heirs, successors and assigns including without limitation, all subsequent owners of the PG Apartments Parcel and the PG Land Parcel and all persons claiming under them. The obligations imposed by the Agreement shall apply only to the then current owners of the PG Apartments Parcel and the PG Land Parcel. The Agreement shall not operate to convey to PG Apartments or to PG Land the other party's fee or any part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this cross access agreement this ____ day of July, 2026.

LXL PG APARTMENTS, LLC a Delaware limited liability company

By: LXL PG APARTMENTS SPONSOR, LLC, a Wisconsin limited liability company, its manager

By: _____
Ian B. Martin, Manager

LXL PG LAND, LLC

By: _____
James Pekar, Manager

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of July, 2026, the above named Ian B. Martin, Manager of LXL PG Apartments Sponsor, LLC, manager of LXL PG Apartments, LLC, to me known to be such officer and acknowledge that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public, State of Wisconsin
My Commission Expires:

STATE OF _____)
) SS.
_____ COUNTY)

Personally came before me this _____ day of _____, 2026 the above named _____ and _____ the _____ and _____ respectively of LXL PG Apartments LLC and LXL PG Land, LLC, to me known to be such _____ and _____ and acknowledge that they executed the foregoing instrument as the deed of said corporation, by its authority.

Notary Public, _____ County, _____
My Commission Expires: _____

EXHIBIT B

Depiction of Subject Parcels

[insert CSM]

EXHIBIT A

Legal Description of PG Apartments Parcel

[Lot 2 of CSM No. ____]

EXHIBIT C

Legal Description of PG Land Parcel

[Lot 1, 3 and 4 of CSM No. ____]

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/21/2026
REPORTS & RECOMMENDATIONS	Resolution conditionally approving a one-lot certified survey map, being all of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (8910 South 102nd Street (TKN 846 9987 003) and 10525 West Loomis Road (TKN 846 9998 001)) (Islamic Foundation of Greater Milwaukee, Inc., Property Owner)	ITEM NUMBER M.10. Ald. Dist. 1

At its July 9, 2026 meeting, the Plan Commission unanimously recommended approval of a resolution conditionally approving a one-lot certified survey map, being all of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (8910 South 102nd Street (TKN 846 9987 003) and 10525 West Loomis Road (TKN 846 9998 001)) (Islamic Foundation of Greater Milwaukee, Inc., Property Owner).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2026-_____, conditionally approving a one-lot certified survey map, being all of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (8910 South 102nd Street (TKN 846 9987 003) and 10525 West Loomis Road (TKN 846 9998 001)) (Islamic Foundation of Greater Milwaukee, Inc., Property Owner).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 06-13-2026]

RESOLUTION NO. 2026-_____

A RESOLUTION CONDITIONALLY APPROVING A ONE-LOT CERTIFIED SURVEY MAP, BEING ALL OF PACEL 3 IN CERTIFIED SURVEY MAP NO. 7099 AND ADDITIONAL LANDS LOCATED IN THE NORTHEAST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4, OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (8910 SOUTH 102ND STREET (TKN 846 9987 003) AND 10525 WEST LOOMIS ROAD (TKN 846 9998 001)) (ISLAMIC FOUNDATION OF GREATER MILWAUKEE, INC., PROPERTY OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a combination of all of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; and

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

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

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-8.10B. of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. Islamic Foundation of Greater Milwaukee, Inc., successors and assigns, and any developer of the Salam Private High School one (1) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.14E. thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Islamic Foundation of Greater Milwaukee, Inc. and the one (1) lot certified survey map project for the properties located at 8910 S. 102nd Street (TKN 846 9987 003) and 10525 W. Loomis Road (TKN 846 9998 001): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.
7. The CSM shall be contingent upon approval of the concurrently submitted Major Planned District Development Amendment Application to rezone property located at 10525 W. Loomis Road to PDD No. 29.
8. An updated Natural Resource Protection Plan, consistent with the standards and requirements of Article 7 of the Unified Development Ordinance, shall be submitted to the Planning Department for review and approval prior to recording the Certified Survey Map (CSM). All protected natural resource features shall be shown on the CSM and protected by a Conservation Easement.
9. An Easement Application and Conservation Easement document shall be submitted for Common Council review and approval to protect all natural resources identified in the updated Natural Resource Protection Plan.

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

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

ISLAMIC FOUNDATION OF GREATER MILWAUKEE, INC.

CERTIFIED SURVEY MAP

RESOLUTION NO. 2026-_____

Page 3

the Certified Survey Map, certified by owner, Islamic Foundation of Greater Milwaukee, Inc., with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ 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 Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

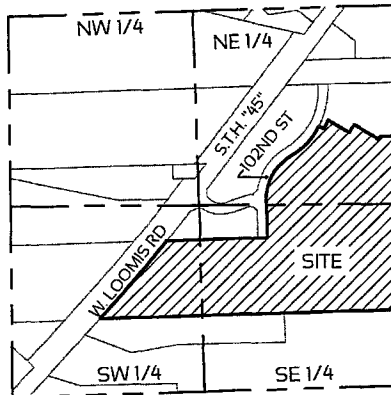
CERTIFIED SURVEY MAP NO. _____

All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

VICINITY SKETCH SCALE 1"=1000'

Subject Property
Zoning PDL and R-SE
Tax Key Number 8469987003
Zoning R-SE
Tax Key Number 8469998001

NW 1/4 SEC. 20, T5N, R21E



Prepared for
ISLAMIC FOUNDATION OF GREATER MILWAUKEE, INC
4915 S HOWELL AVE STE 300
MILWAUKEE WI 53207-5939

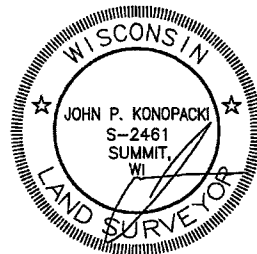
KIESOW REVOCABLE LIVING TRUST (THE)
10525 W LOOMIS RD
FRANKLIN WI 53132-9727

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot
- All angular measurement have been made to the nearest one second
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D 1983/2011). Bearings referenced to the east line of the Northwest 1/4 of Section 21, Township 5 North, Range 21 East which has a bearing of 500°26'40"E



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MILWAUKEE, WI 53203 | 414-224-8068



DATE MAY 15, 2026
REVISED JULY 1, 2026

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

JOB #7031.00
SHEET 1 OF 11
DRAFTED BY GSS

CERTIFIED SURVEY MAP NO. _____

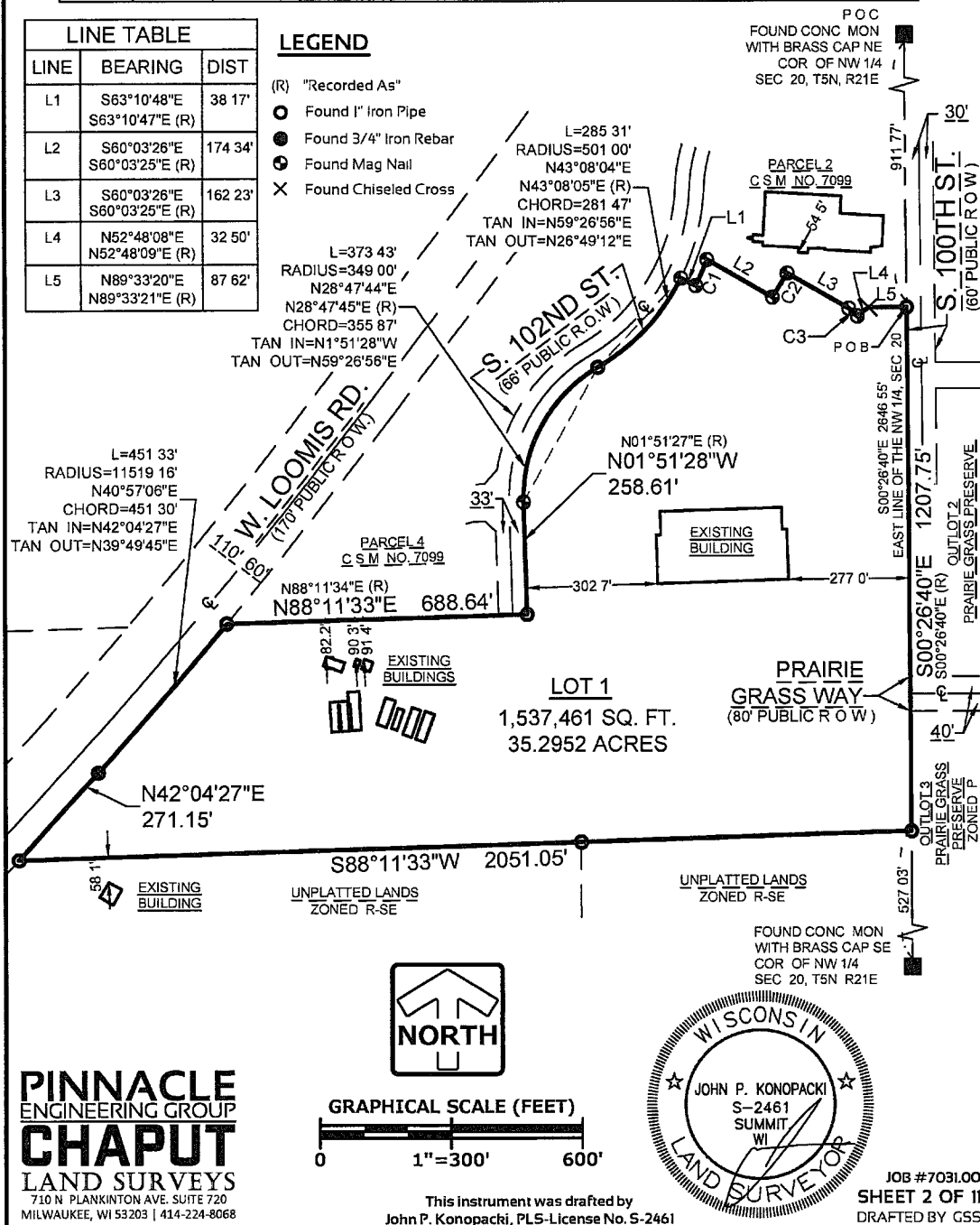
All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TAN IN	TAN. OUT
C1	65 47'	539 17'	006°57'26"	N23°20'28"E N23°20'29"E (R)	65 43'	N26°49'11"E	N19°51'45"E
C2	65 04'	937 50'	003°58'30"	N31°42'52"E N31°42'52 5"E (R)	65 03'	N33°42'07"E	N29°43'36"E
C3	26 93'	67 50'	022°51'27"	S48°37'39"E S48°37'38"E (R)	26 75'	S60°03'22"E	S37°11'56"E

LINE TABLE		
LINE	BEARING	DIST
L1	S63°10'48"E S63°10'47"E (R)	38 17'
L2	S60°03'26"E S60°03'25"E (R)	174 34'
L3	S60°03'26"E S60°03'25"E (R)	162 23'
L4	N52°48'08"E N52°48'09"E (R)	32 50'
L5	N89°33'20"E N89°33'21"E (R)	87 62'

LEGEND

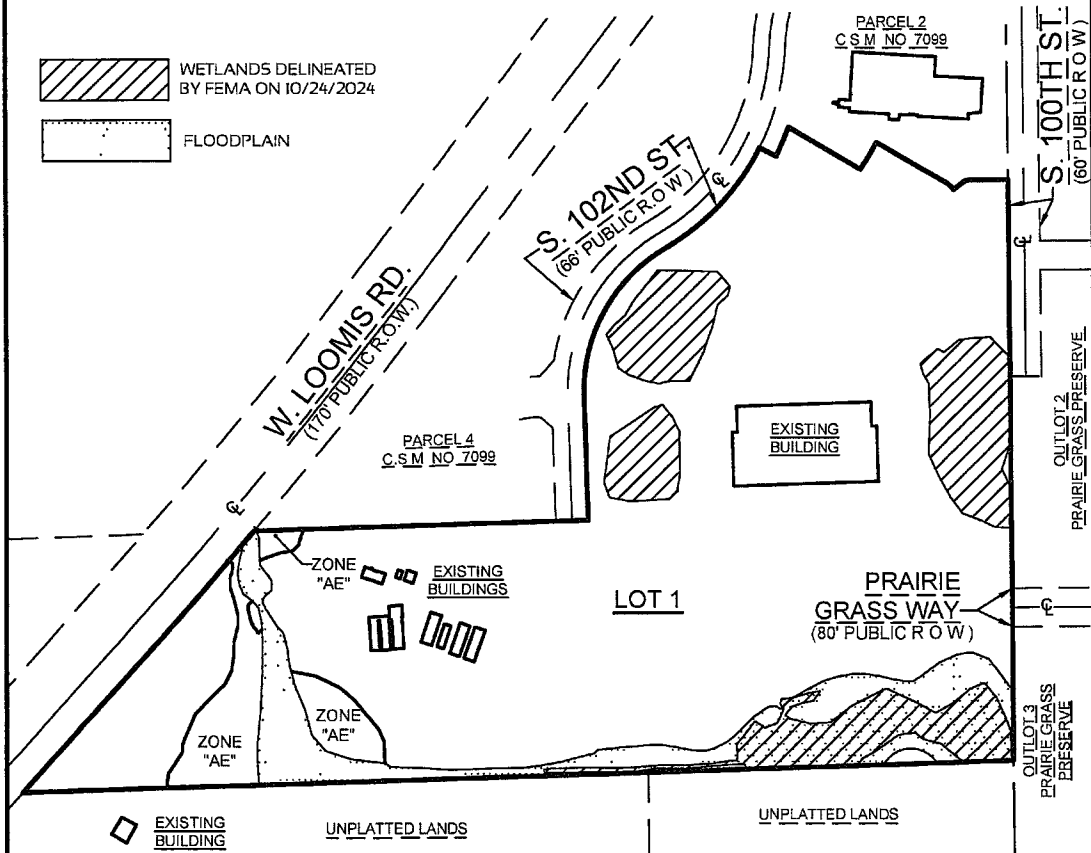
- (R) "Recorded As"
- Found 1" Iron Pipe
- Found 3/4" Iron Rebar
- ⊙ Found Mag Nail
- X Found Chiseled Cross



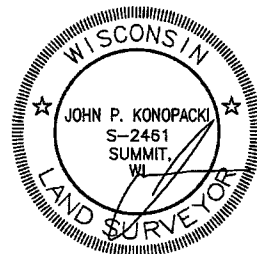
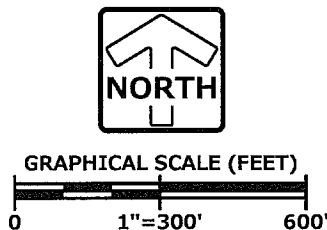
CERTIFIED SURVEY MAP NO. _____

All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

WETLANDS AND FLOODPLAIN



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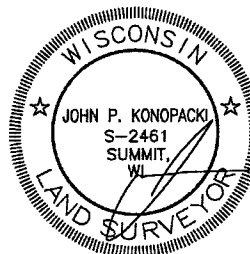
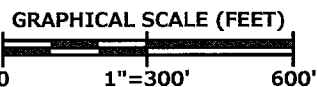
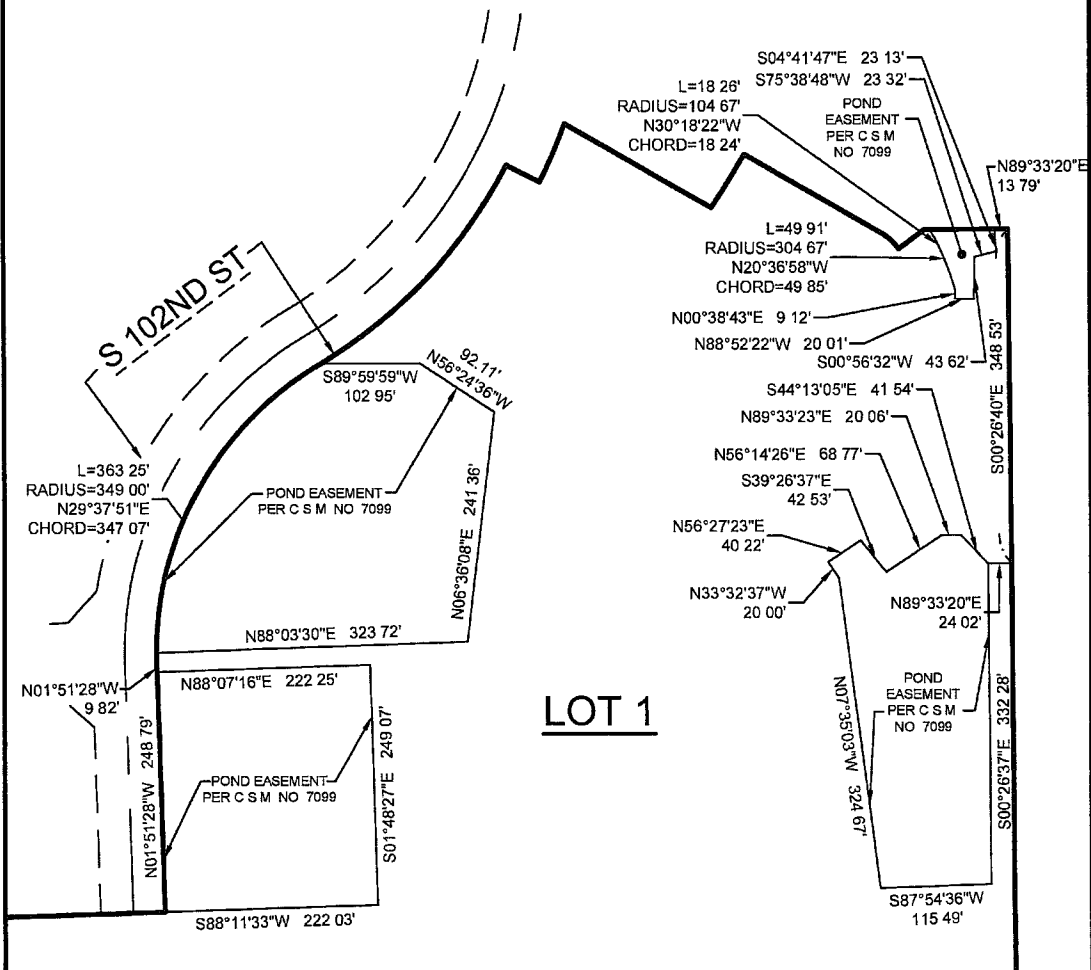
This instrument was drafted by
John P. Konopacki, PLS-License No. S-2461

JOB #7031.00
SHEET 3 OF 11
DRAFTED BY GSS

CERTIFIED SURVEY MAP NO. _____

All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

EASEMENTS SHOWN FOR REFERENCE ONLY



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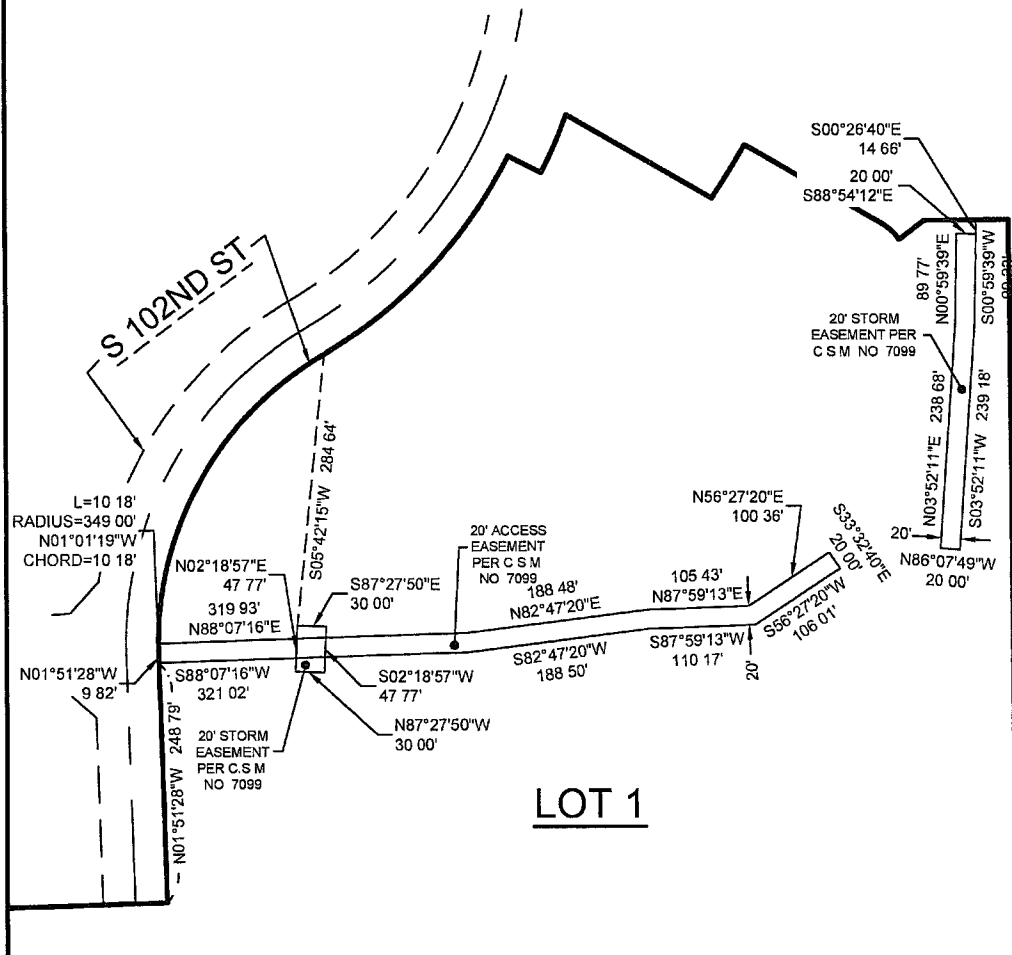
This instrument was drafted by
John P. Konopacki, PLS-License No. S-2461

JOB #7031.00
SHEET 4 OF 11
DRAFTED BY GSS

CERTIFIED SURVEY MAP NO. _____

All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

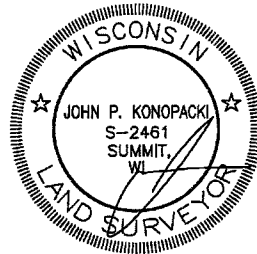
EASEMENTS SHOWN FOR REFERENCE ONLY



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GRAPHICAL SCALE (FEET)
0 1"=300' 600'



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

JOB #7031.00
SHEET 5 OF 11
DRAFTED BY GSS

CERTIFIED SURVEY MAP NO. _____

All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided all of Parcel 3 in Certified Survey Map No. 7099 recorded in the Milwaukee County Register of Deeds Office on June 7th, 2002 as Document No. 8293504, and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 20;
Thence South 00°26'40" East along the east line of said Northwest 1/4, 911.77 feet to the Point of Beginning;
Thence continuing South 00°26'40" East along said east line, 1207.75 feet;
Thence South 88°11'33" West, 2051.05 feet to the southeast line of West Loomis Road;
Thence North 42°04'27" East along said southeast line, 271.15 feet to a point of curvature;
Thence northeasterly 451.33 feet along the arc of said curve to the left and said southeasterly line, whose radius is 11,519.16 feet, and whose chord bears North 40°57'06" East, 451.30 feet to the south line of Parcel 4 of Certified Survey Map No. 7099;
Thence North 88°11'33" East along said south line, 688.64 feet to the east line of South 102nd Street;
Thence North 01°51'28" West along said east line, 258.61 feet to a point of curvature;
Thence northeasterly 373.43 feet along the arc of said curve to the right and said east line, whose radius is 349.00 feet, and whose chord bears North 28°47'44" East, 355.87 feet to a point of reverse curvature;
Thence northeasterly 285.31 feet along said arc of a curve to the left and said east line, whose radius is 501.00 feet, and whose chord bears North 43°08'04" East, 281.47 feet to the southerly line of Parcel 2 of aforesaid Certified Survey Map No. 7099;
Thence South 63°10'48" East along said southerly line, 38.17 feet to a point on a curve;
Thence northeasterly 65.47 feet along said arc of a curve to the left and said southerly line, whose radius is 539.17 feet, and whose chord bears North 23°20'28" East, 65.43 feet;
Thence South 60°03'26" East along said southerly line, 174.34 feet to a point on a curve;
Thence northeasterly along said arc of a curve to the left and said southerly line, whose radius is 937.50 feet, and whose chord bears North 31°42'52" East, 65.03 feet;
Thence South 60°03'26" East along said southerly line, 162.23 feet to a point on a curve;
Thence southeasterly 26.93 feet along said arc of a curve to the right and said southerly line, whose radius is 67.50 feet, and whose chord bears South 48°37'39" East, 26.75 feet;
Thence North 52°48'08" East along said southerly line, 32.50 feet,
Thence North 89°33'20" East along said southerly line, 87.62 feet to the Point of Beginning.

Containing 1,537,461 square feet (35.2952 acres) of land, more or less.

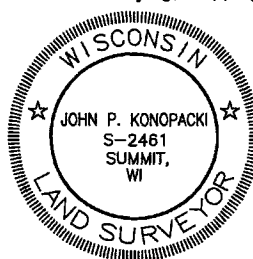
That I have made such survey, land division and map by the direction of The Kiesow Revocable Living Trust and The Islamic Foundation of Greater Milwaukee, Inc., owners of said land.

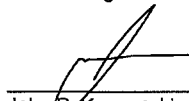
That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Franklin Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

Date May 15, 2026
Revised: July 1, 2026

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




John P. Konopacki
Professional Land Surveyor S-2461

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

JOB #703100
SHEET 6 OF 11
DRAFTED BY GSS

CERTIFIED SURVEY MAP NO. _____

All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

Islamic Foundation of Greater Milwaukee Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said entity caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this map

Islamic Foundation of Greater Milwaukee Inc., as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval

1 City of Franklin

This agreement is binding on the undersigned and successors and assigns

Date _____

Entity Name _____

Signature _____

Type or Print Name _____

Title _____

STATE OF _____

_____ COUNTY

Personally came before me this _____ day of _____, 2026, _____ (name), the _____ (title) of the above named entity, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority

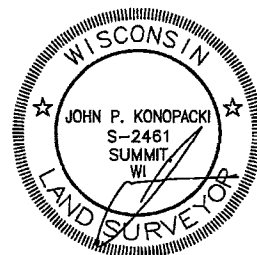
Notary Signature _____

Print Notary Name _____

Notary Public, State of _____

My commission expires _____

(Notary Seal)



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

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

JOB #7031.00
SHEET 7 OF 11
DRAFTED BY GSS

CERTIFIED SURVEY MAP NO. _____

All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

CONSENT OF ENTITY MORTGAGEE

_____ duly organized and existing under and by virtue of the laws of the State of _____, as mortgagee of the above described land, consents to the surveying, dividing, mapping, restricting and dedication of the land described on this map and in the surveyor's certificate, and to the certificate of the owner(s) of said land

Date _____

Entity Name _____

Signature _____

Type or Print Name _____

Title _____

STATE OF _____

_____ COUNTY

Personally came before me this _____ day of _____, 20 ____, _____ (name and title) of the above named entity, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority

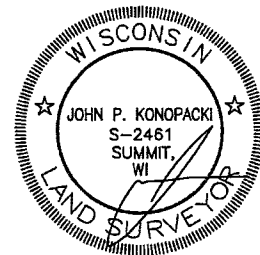
Notary Signature _____

Print Notary Name _____

Notary Public, State of _____

My commission expires _____

(Notary Seal)



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John P. Konopacki, PLS-License No S-2461

JOB #7031 00
SHEET 8 OF 11
DRAFTED BY GSS

CERTIFIED SURVEY MAP NO. _____

All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

As owners, we hereby certify that we caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the City of Franklin

Kiesow Revocable Living Trust, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval

1 City of Franklin

This agreement is binding on the undersigned and successors and assigns

Date _____

Entity Name _____

Signature _____

Type or Print Name _____

Title _____

STATE OF _____

_____ COUNTY

Personally came before me this _____ day of _____, 2026, _____ (name), the _____ (title) of the above named entity, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority

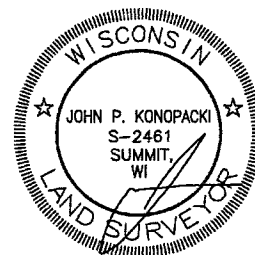
Notary Signature _____

Print Notary Name _____

Notary Public, State of _____

My commission expires _____

(Notary Seal)



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This instrument was drafted by
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JOB #7031 00
SHEET 9 OF 11
DRAFTED BY GSS

CERTIFIED SURVEY MAP NO. ____

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CONSENT OF ENTITY MORTGAGEE

_____, a _____ duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, consents to the surveying, dividing, mapping, restricting and dedication of the land described on this map and in the surveyor's certificate, and to the certificate of the owner(s) of said land

Date _____

Entity Name _____

Signature _____

Type or Print Name _____

Title _____

STATE OF _____

_____ COUNTY

Personally came before me this _____ day of _____, 2026, _____ (name and title) of the above named entity, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority

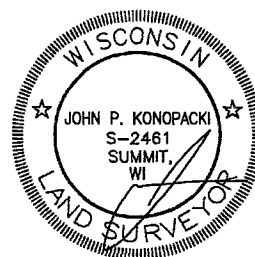
Notary Signature _____

Print Notary Name _____

Notary Public, State of _____

My commission expires _____

(Notary Seal)



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

JOB #7031.00
SHEET 10 OF 11
DRAFTED BY GSS

CERTIFIED SURVEY MAP NO. ____

All of Parcel 3 in Certified Survey Map No. 7099 and additional lands located in the Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Franklin, Wisconsin, on this _____ day of _____, 2026

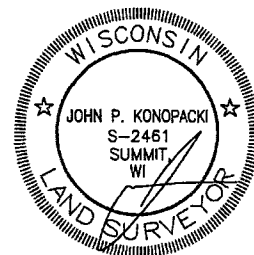
Date

John Nelson, Mayor

Date

Shirley Roberts, City Clerk/Treasurer

PINNACLE
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JOB #7031.00
SHEET 11 OF 11
DRAFTED BY GSS

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/21/2026
REPORTS & RECOMMENDATIONS	Ordinance to amend Section 15-3.0434 of the Unified Development Ordinance Planned Development District No. 29 to modify district boundaries and rezone property located at 10525 West Loomis Road to PDL No. 29 (Area A) and Floodplain Overlay District and to amend allowed uses within the District (Islamic Foundation of Greater Milwaukee, Applicant/Property Owner) (Approximately 8800 and 8910 South 102nd Street)	ITEM NUMBER A. 11 Ald. Dist. #1

At its July 9, 2026 meeting, the Plan Commission unanimously recommended approval of an ordinance to amend Section 15-3.0434 of the Unified Development Ordinance Planned Development District No. 29 to modify district boundaries and rezone property located at 10525 West Loomis Road to PDL No. 29 (Area A) and Floodplain Overlay District and to amend allowed uses within the District (Islamic Foundation of Greater Milwaukee, Applicant/Property Owner) (Approximately 8800 and 8910 South 102nd Street).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2026-____, to amend Section 15-3.0434 of the Unified Development Ordinance Planned Development District No. 29 to modify district boundaries and rezone property located at 10525 West Loomis Road to PDL No. 29 (Area A) and Floodplain Overlay District and to amend allowed uses within the District (Islamic Foundation of Greater Milwaukee, Applicant/Property Owner) (Approximately 8800 and 8910 South 102nd Street).

AN ORDINANCE TO AMEND SECTION 15-3.0434 OF THE UNIFIED
DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 29
TO MODIFY DISTRICT BOUNDARIES AND REZONE PROPERTY LOCATED
AT 10525 WEST LOOMIS ROAD TO PDL NO. 29 (AREA A) AND
FLOODPLAIN OVERLAY DISTRICT AND TO AMEND ALLOWED USES
WITHIN THE DISTRICT (ISLAMIC FOUNDATION OF GREATER
MILWAUKEE, APPLICANT/PROPERTY OWNER)
(APPROXIMATELY 8800 AND 8910 SOUTH 102ND STREET)

WHEREAS, Section 15-3.0434 of the Unified Development Ordinance provides for and regulates Planned Development District No. 29, same having been created by Ordinance No. 2000-1626, and amended via Ordinance Nos. 2001-1657, 2002-1711, 2003-1746, 2019-2351, and 2024-2643 with such District being located along West Loomis Road, properties bearing Tax Key Nos. 846-9987-001, 846-9987-002, 846-9987-003, and 846-9987-004;

WHEREAS, Planned Development District No. 29 includes those lands more particularly described below; and

Commencing at the Northeast corner of the Northwest 1/4 of Section 20, Township 5 North, Range 21 East; thence S00°26'39"E along the East line of said 1/4 Section 539.76 feet to the point of beginning; thence continue S00°26'39"E along the East line of said 1/4 Section 1052.82 feet; thence S88°11'34"W 1569.24 feet to a point on the Easterly right-of-way line of W. Loomis Road and a point on a curve; thence Northeasterly along an arc of a curve and the Easterly right-of-way line of said Road, whose center lies to the Northwest, whose radius is 11519.16 feet, whose chord bears N38°21'43"E 590.09 feet, a distance of 590.16 feet to a point of tangency; thence N36°53'39"E along the Easterly right-of-way line of said Road 770.88 feet; thence N88°11'34"E 731.64 feet to the point of beginning. Containing 27.63 acres of land more or less.

WHEREAS, Islamic Foundation of Greater Milwaukee, Inc. having petitioned for an amendment to Planned Development District No. 29, to rezone property located at 10525 West Loomis Road to PDL No. 29 (Area A) and Floodplain Overlay District and to amend allowed uses within the District; and

WHEREAS, the Zoning Administrator having determined that the proposed amendment was a major amendment pursuant to Section 15-10-07B.1. and 2. of the Unified Development Ordinance; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 9th day of July, 2026, and having recommended to the Common Council that the proposed amendment to Planned Development District No. 29 be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 29 is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0434 establishing Planned Development District No. 29, of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to rezone property located at 10525 West Loomis Road to Planned Development District No. 29 (Area A) and Floodplain Overlay District, more particularly described as follows:

INSERT LEGAL DESCRIPTION

SECTION 2: §15-3.0434 Section 2.0D2. Permitted Uses Planned Development District No. 29, of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to delete in its entirety and in its place substitute the following language:

2. The following uses are hereby permitted within Area A. All uses are subject to Use-Specific Standards of Article 4 of the Unified Development Ordinance as may be applicable.

a. Permitted Uses.

- 1) Wellness Center
- 2) Educational Services
- 3) All Institutional District Permitted Uses listed within Table 15-3-04(C) of the Unified Development District

b. Conditional Uses.

1) All Institutional District Conditional Uses listed within Table 15-3-04(C), unless otherwise permitted in Sub “a.” above.

c. Any other uses within Area A shall only be permitted after a public hearing to amend this Planned Development District pursuant to Section 15-10-07B. of the Unified Development Ordinance.

SECTION 3: All other applicable terms and provisions of §15-3.0434 Planned Development District No. 29 not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended from time to time, shall apply to the Islamic Foundation of Greater Milwaukee, Inc. Salam Private High School development, and all terms and provisions of §15-3.0434 Planned Development District No. 29 as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect.

SECTION 4: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 5: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 6: This ordinance shall take effect and be in force from and after its passage and publication.

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

ORDINANCE NO. 2026-_____

Page 4

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



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

Meeting of July 9, 2026

Major Planned Development District Amendment and Certified Survey Map

RECOMMENDATION: City Development Staff recommends approval of the Major PDD Amendment and Certified Survey Map applications related to PDD No. 29 and the Salam Private High School development.

Project Name:	PDD No. 29 Major Planned Development District Amendment and Certified Survey Map
Project Address/Tax Key:	10525 West Loomis Road (TKN 846 9998 001), 8800 S. 102nd Street (TKN 846 9987 002), 8910 S. 102nd Street (TKN 846 9987 003) and properties bearing TKNs 846 9987 001 and 846 9987 004
Property Owner:	Islamic Foundation of Greater Milwaukee, Inc.
Applicant:	Amir Ayoub, Khalek Building Services
Aldermanic District:	District 1
Zoning District:	Planned Development District No. 29
Staff Planner:	Nick Fuchs, Planning Associate

Project Description/Analysis

Please note:

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

The applicant filed a Major Planned Development District Amendment Application to amend Section 15-3.0434 of the Unified Development Ordinance – Planned Development District (PDD) No. 29 to modify district boundaries, rezone property located at 10525 W. Loomis Road to PDL No. 29 (Area A) and Floodplain Overlay District, and to amend allowed uses within the District.

A Certified Survey Map Application was also submitted to combine properties located at 10525 W. Loomis Road (Tax Key No. 846 9998 001) and 8910 S. 102nd Street (Tax Key No. 846 9987 003).

Major Planned Development District Amendment

The Islamic Foundation of Greater Milwaukee, Inc. recently purchased property located at 10525 West Loomis Road. The applicant is requesting to include this property within Area A of PDL No. 29. The applicant is not currently proposing any site changes to this property, but it is anticipated it may be utilized as part of the Salam Private High School.

The PDD Amendment modifies PDD No. 29 District boundaries to incorporate 10525 W. Loomis Road within Area A of the PDD. Area A includes the wellness center and high school (formerly the indoor movie theater). Area B of the PDD is the vacant land fronting along W. Loomis Road (Tax Key No. 846 9987 001).

The applicant is also proposing to amend uses within Area A of the PDD. The existing Area A allowed uses and the proposed uses are outlined below.

Existing

2. Permitted Uses. The following uses are hereby permitted within Area A.

- a. Wellness Center
- b. Educational Services
- c. Any other uses within Area A permitted after a public hearing Planned Development District.

Proposed

2. The following uses are hereby permitted within Area A. All uses are subject to Use-Specific Standards of Article 4 of the Unified Development Ordinance as may be applicable.

a. Permitted Uses.

- 1) Wellness Center
- 2) Educational Services
- 3) All Institutional District Permitted Uses listed within Table 15-3-04(C) of the Unified Development District

b. Conditional Uses.

- 1) All Institutional District Conditional Uses listed within Table 15-3-04(C), unless otherwise permitted in Sub “a.” above.

c. Any other uses within Area A shall only be permitted after a public hearing to amend this Planned Development District pursuant to Section 15-10-07B. of the Unified Development Ordinance.

Certified Survey Map (CSM)

The proposed CSM combines properties located at 10525 W. Loomis Road and 8910 S. 102nd Street to create a single 35.2952-acre parcel. The combined property will contain the existing Salam Private High School building and parking lot as well as existing agricultural buildings located upon the 10525 W. Loomis Road property.

The CSM shall be contingent upon approval of the Major PDD Amendment to rezone property located at 10525 W. Loomis Road.

Natural Resource Protection Plan (NRPP)

A NRPP is attached for review. The NRPP includes woodlands, wetlands, wetland buffers, a navigable stream, and shore buffer. Quantities of protected resources can be found on the NRPP map. There is also 100-year floodplain and SEWRPC Secondary Environmental Corridor.

The NRPP includes wetland and natural resources information on the 10525 W. Loomis Road property based upon best available information. *Staff recommends that a detailed NRPP with field delineations be completed and shown on the certified survey map prior to recording.*

Furthermore, the applicant shall submit an Easement Application and Conservation Easement document to identify and protect all natural resources identified in the updated Natural Resource Protection Plan in accordance with the Unified Development Ordinance.

It should be noted that the applicant does not currently have plans to develop the 10525 W. Loomis Road property. In the future, the applicant may propose impacts and mitigation measures to natural

resources features, which will then require an amendment to the conservation easement that is part of this project.

Staff Recommendation:

City Development Staff recommends approval of the Major PDD Amendment for PDD No. 29, subject to the conditions in the draft ordinance.

City Development Staff recommends the approval of the Certified Survey Map for Salam Private High School, subject to the conditions listed in the draft resolution.

Planned Development Standards

Date: 6/15/26

Property Owner: Islamic Foundation of Greater Milwaukee, Inc.

Property Address: 10525 W Loomis Rd & 8910 S 102nd st

The burden of providing evidence and persuasion that any Planned Development is necessary and desirable shall rest with the applicant (Unified Development Ordinance UDO §15-10-02.E)

SECTION § 15-10-04 MODIFICATION STANDARDS

An applicant seeking a site development allowance shall be required to justify each request through the provision of tangible benefits to the City of Franklin by meeting a minimum of one (1) of the modification standards detailed in UDO §15-10-04.

Describe the modification standards proposed for this development.

Response:

The proposed Planned Development provides substantial public and community benefits by allowing the expansion of the Salam School campus into a unified educational, recreational, and religious facility. The rezoning eliminates an internal zoning boundary that unnecessarily restricts development, allows for more efficient site planning, improves campus functionality, and supports long-term educational and community services for Franklin residents. The project preserves existing environmental resources, maintains compliance with floodplain regulations, and provides coordinated development within a single Planned Development District.

SECTION § 15-10-05 STANDARDS OF REVIEW

The following standards for review shall be utilized in the review of a Planned Development application as a whole, including any requested site development allowances and the modification standards proposed to justify those requests. No application for a Planned Development shall be approved unless the Common Council finds that the application meets all of the following standards (UDO §15-10-05):

- A. **Plan and Policy Alignment.** The Planned Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Master Plan and other adopted plans and policy documents of the City.

Response:

The Planned Development is consistent with the goals and objectives of the City of Franklin by supporting educational, institutional, and community-serving land uses. The proposed rezoning consolidates adjacent parcels into a unified Planned Development District, allowing coordinated site planning and efficient use of existing infrastructure while supporting long-term community investment and educational opportunities.

- B. **Placemaking.** The Planned Development has a distinctive identity and brand that is carried through the sign designs, unique streetscape features, architecture, public gathering spaces, open spaces, etc.

Response:

The proposed campus establishes a distinctive educational and community destination within the City of Franklin. The development incorporates educational facilities, recreational amenities, gathering spaces, landscaping improvements, pedestrian circulation, and coordinated site design that create a recognizable identity and sense of place for students, families, and community members.

- C. **Integrated Design with Identifiable Centers and Edges.** The Planned Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses included function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.

Response:

The Planned Development is designed as a unified campus consisting of a high school, future gymnasium, and future mosque. The existing building serves as the primary activity center, while coordinated parking, circulation, landscaping, and open spaces create a cohesive development. Roadways, natural features, and landscaped areas define the campus boundaries and provide transitions to surrounding properties. ☒

- D. **Public Welfare.** The Planned Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property, will not generate undue off-site impacts such as noise on adjacent properties, and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.

Response:

The Planned Development is designed to protect public health, safety, and welfare. Adequate setbacks, landscaping, stormwater controls, parking, and circulation improvements are incorporated into the site design. The project utilizes existing developed areas and infrastructure while minimizing adverse impacts on adjacent properties. ☒

- E. **Compatibility with Adjacent Land Uses.** The Planned Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.

Response:

The proposed educational, recreational, and religious uses are compatible with surrounding institutional, open space, and low-density residential land uses. Existing wetlands, retention areas, landscaping, and site buffers provide separation from neighboring properties and mitigate potential impacts.

- F. **Impact on Public Facilities and Resources.** The Planned Development is designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it.

Response:

The site is served by existing roadways, utilities, drainage infrastructure, and emergency services. Civil engineering plans demonstrate that adequate infrastructure exists to support the proposed development. The project utilizes existing developed areas and includes appropriate utility and stormwater management provisions.

- G. **Archaeological, Historical or Cultural Impact.** The Planned Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.

Response:

To the best of the applicant's knowledge, the Planned Development will not adversely impact any known archaeological, historical, or cultural resources listed on local, state, or federal registers. Existing development areas are being reused and improved while preserving surrounding environmental features.

- H. **Fiscal Impact.** The Planned Development will generate revenue and require costs in terms of public services in a way that contributes to the long-term fiscal sustainability of the City of Franklin.

Response:

The Planned Development utilizes existing public infrastructure while providing significant educational, recreational, and community benefits to the City of Franklin. The project represents a substantial private investment, supports local families through expanded educational opportunities, and creates a long-term community asset with minimal impact on municipal services.

- I. **Drives, Parking and Circulation.** The Planned Development makes adequate provision to provide necessary parking. Principal vehicular access is from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation (including walkways, interior drives, and parking), special attention has been given to the location and number of access points to public streets, the width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, and arrangement of parking areas that are safe, convenient, and do not detract from the design of proposed buildings and structures and the neighboring properties. Access points are limited through the use of cross-access connections

Response:

The development provides adequate parking, internal circulation, pedestrian access, and emergency vehicle access. Vehicular access is provided from public streets and existing access drives. Parking areas, sidewalks, and circulation routes have been designed to promote safe and efficient movement throughout the campus while minimizing conflicts between pedestrians and vehicles. Cross-access and coordinated circulation patterns support the overall functionality of the site.

Per Section 15-5-03(B)(2) of the Unified Development Ordinance, landscaping requirements are exempt in cases where additions to existing buildings do not increase the total floor area by 10% of the existing total floor area. However, some additional landscaping is proposed with the development, primarily in the form of trees in and around the parking areas.

renewed, but it shall not be construed in any way to alter the respective rights, duties, or obligations of the owner or the City relating to the use or occupancy of the land or building, or any other matter covered by this ordinance, and such temporary Certificate of Occupancy shall not be issued except under such restrictions and provisions as will adequately ensure the safety of the occupants.

4. **Application for a Certificate of Occupancy.** Written application for a Certificate of Occupancy for the use of vacant land, or for a change in a nonconforming use, as herein provided, shall be made to the Director of Inspection Services.
5. **Issuance of a Certificate of Occupancy.** If the proposed use is in conformity with the provisions of this ordinance, the certificate of occupancy shall be issued within three working days after the application for the same has been made, only after the occupancy conforms to this Ordinance and other applicable City Codes, and any lack of conformance to this Ordinance or other codes are corrected.
6. **Form of Certificate of Occupancy and Permanent Record.** Each Certificate of Occupancy shall state that the building or proposed use of a building or land complies with all provisions of this Ordinance. A record of all Certificates of Occupancy shall be kept on file in the office of the Director of Inspection Services and a copy shall be forwarded, on request, to any person having proprietary or tenancy interests in the building or land affected.
7. **Certificate of Occupancy Not Required for Gas and Electric Utility Uses Issued a Certificate of Public Convenience and Necessity.** No Certificate of Occupancy shall be required for gas and electric utility uses which have been issued a Certificate of Public Convenience and Necessity pursuant to § 196.491 of the Wisconsin Statutes as amended.

15-9-04. Site Intensity and Capacity Calculations.

A. Site Intensity Calculations.

1. **Recognition of Distinctive Site Features.** This Ordinance recognizes that landforms, parcel size and shape, and natural resource features vary from site to site and that development regulations must take into account these variations. The maximum density or intensity of use allowed in any zoning district is controlled by the various district standards set forth for each of the various zoning districts of this Ordinance.
2. **Applicability.**
 - a. Except as set forth under (2)(b) below, the site intensity and capacity calculations set forth in this Section and the Natural Resource Protection Standards set forth in Article 7 shall apply for each parcel of land to be used or built upon in the City of Franklin including all new Certified Survey Maps, Preliminary Plats, condominiums, multiple-family residential developments, all mixed-use or nonresidential development, and as may be required elsewhere in this Ordinance.
 - b. Natural resource protection shall not be required and the site intensity and capacity calculations set forth in this Section shall not be required for the construction of single-family and duplex residential development located on non-divisible existing lots of record within existing platted Subdivisions (with an approved Final Plat), Certified Survey Maps, and Condominiums existing on August 1, 1998, the effective date of this Ordinance or for which a natural resource protection plan and site intensity capacity calculations were filed at the time of division after August 1, 1998.
3. **Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are not Required).**
 - a. Notwithstanding any other provision of this Ordinance, Natural Resource Protection and any such related Natural Resource Protection Plan shall not be required and the site intensity and capacity calculations set forth in this Section shall not be required for any accessory use structure or accessory use development or for an addition or modification to an existing principal structure development which does not increase the existing developed structure and impervious surface area upon the parcel by more than 50% or 2,500 square feet, whichever is

smaller, where natural resource feature(s) are not within 100 feet of the area to be disturbed by the new development, upon a parcel supporting an existing principal structure with an existing principal use;

- b. Determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee
 - c. For any Primary and Secondary Environmental Corridors and Isolated Natural Resource Areas defined by the Southeastern Wisconsin Regional Planning Commission that are located on the site by the City Engineer or designee, but whose nearest boundary lies more than 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent adverse impacts. The Plan shall be subject to approval by the Plan Commission and shall be implemented as a condition of application approval.
4. **Calculation of Area of Natural Resource Protection Land.**
- a. All land area with those natural resource features as described in Section 15-7-02 of this Ordinance shall be measured relative to each natural resource feature present, as set forth in Section 15-7-02, Natural Resources Features Determination.
 - b. The total area of Natural Resource Protection Land shall be defined as the net land surface area lying within the boundaries of one or more natural resource features, as set forth in Table 15-9-04(A)(4), Calculation of Natural Resource Protection Land Area. Land surface area where two or more natural resource features overlap shall be counted only once for purposes of determining the area of resource protection land. A map shall be submitted with the Natural Resource Protection Plan pursuant to Article 7 indicating the boundaries of each natural resource feature, the size of each feature, and the total area of the site lying within the boundaries of at least one natural resource feature.
 - c. The land surface area of each natural resource feature permitted to be disturbed and where approved, compensated, pursuant to Section 15-7-03 shall be used to determine the extent of compensation required, as set forth in Table 15-7-03, City of Franklin Natural Resources Compensation Ratios.

Table 15-9-04(A)(4): Calculation of Natural Resource Protection Land Area	
Resource/Feature	Total land surface area of each Natural Resource feature (acres or square feet; use throughout)
a. SEWRPC Primary Environmental Corridor	0.000 Acres
b. SEWRPC Secondary Environmental Corridor	5.109 Acres
c. SEWRPC Isolated Natural Resource	0.000 Acres
d. Surface Water or Wetland Buffer	5.114 Acres
e. Woodland or Forest	3.433 Acres
f. Wetland	4.630 Acres
g. Degraded Wetland	0.000 Acres
h. Lake or Pond	0.000 Acres
i. Gross land surface area of natural resource features	18.286 Acres
j. Net Natural Resource Protection Land - Total area of the site lying within the boundaries of at least one Natural Resource feature (a) through (h)	11.533 Acres

5. **Calculation of Base Site Area.** The base site area shall be calculated as indicated in Table 15-9-04(A)(5) for each parcel of land for which development approval is sought that is not exempted under Section 15-3-03.

Table 15-9-04(A)(5): Calculation of Base Site Area For Development

Step	Land Area to Be Determined	Calculation	Area (Square feet or acres; use throughout)
1	Total gross site area (SF or acres; use throughout) determined through a boundary survey of the subject property		35.295 Acres
2	Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites		0.000 Acres
3	Land reserved for open space as part of a previously approved development or land division		0.000 Acres
4	Land area to be reserved for parks and schools		0.000 Acres
5	Net Natural Resource Protection Lands, row (j) from Table 15-3-01		11.533 Acres
6	Net Buildable Area for Development = (a) – {sum (b+c+d+e)}		23.762 Acres

6. **Calculation of Site Intensity and Capacity for Residential Uses in Residential Zoning Districts.** The maximum number of dwelling units that may be permitted on a parcel of land in a residential zoning district, as defined in Section 15-2-02, shall be determined using the Base Site Area for Development, row (f) of Table 15-9-04(A)(5), as set forth in Table 15-9-04(A)(6) below:

Table 15-9-04(A)(6): Calculation of Site Capacity For Residential Uses

Land Area to Be Determined		Area (SF or acres; use throughout)
a. Net Buildable Area for Development, Row (f) from Table 15-9-04(A)(5)		a = row (f), Table 15-9-04(A)(5)
For multi-family units, if proposed:		
b. Number of units proposed:	c. Minimum lot area per unit (from Section 15-3-01)	d = (b) x (c) Minimum land area required:
For single-family units, if proposed:		
e. Number of units proposed:	f. Minimum lot area per unit (from Section 15-3-01)	g = (e) x (f) Minimum land area required:
Total minimum land area required shall not exceed net buildable area for development; check that (h) < (a)		h = (d) + (g) Total minimum land area required:

ISM HIGH SCHOOL NARRATIVE

Rezoning Application

From R-SE District and FP District to PDD No. 29 and FP District

Development Site Address: 8910 S. 102nd Street, Franklin, Wisconsin 53132

Rezoning Parcel Address: 10525 W. Loomis Road, Franklin, Wisconsin 53132

Tax Key No.: 846 9998 001

Current Zoning of Rezoning Parcel: R-SE Single-Family Estate District and FP Floodplain District

Proposed Zoning: PDD No. 29 Planned Development District and FP Floodplain District

Total Rezoning Parcel Area: Approximately 21.925 acres (GIS-calculated estimate)

Date Submitted: May 2026

LEGAL DESCRIPTION

Address: 10525 W LOOMIS RD

Taxkey: 846 9998 001

Acreage: 21.925 ac (GIS-calculated estimate)

Legal Description: N 526.91 FT OF S 1054.02 FT OF NW 20 5 21 LYING E OF E

I. INTRODUCTION AND PURPOSE

The applicant respectfully submits this Project Narrative for the rezoning of the property located at 10525 W. Loomis Road, Franklin, Wisconsin (Tax Key No. 846 9998 001) from its current R-SE Single-Family Estate District and FP Floodplain District designations to Planned Development District No. 29 (PDD No. 29) and FP Floodplain District.

The purpose of this rezoning is to combine the subject parcel with the adjacent 8910 S. 102nd Street property under a single unified PDD No. 29 district. The existing building located at 8910 S. 102nd Street currently sits within PDD No. 29 and is the intended development site for a multi-use community campus. As currently configured, the boundary between PDD No. 29 and the R-SE District to the south creates a setback restriction that limits the buildable area available on the 8910 S. 102nd Street property. By rezoning the 10525 W. Loomis Road parcel to PDD No. 29, both parcels are consolidated into one unified planned development district, the shared boundary and its associated setback restriction are eliminated, and the full development footprint of the 8910 S. 102nd Street site becomes available for the proposed project.

The proposed multi-use campus will be developed in two phases: Phase 1 is a high school, and Phase 2 combines a student gymnasium and a mosque and religious institution. All proposed uses will be located on and around the existing 8910 S. 102nd Street building.

II. SITE AND LOCATION DESCRIPTION

A. Development Site

The primary development site is the existing building located at 8910 S. 102nd Street, Franklin, Wisconsin 53132. This property is currently zoned PDD No. 29 and contains an existing structure that will serve as the foundation for the proposed multi-use campus. The two phases of development – Phase 1: high school, and Phase 2: gymnasium and mosque – will be constructed on and around this existing building.

B. Rezoning Parcel

The parcel subject to this rezoning request is located at 10525 W. Loomis Road, Franklin, Wisconsin 53132 (Tax Key No. 846 9998 001). The parcel encompasses approximately 21.925 acres as GIS-calculated. It is currently zoned R-SE Single-Family Estate District with a Floodplain (FP) District overlay on applicable portions. The site contains an existing residential structure built circa 1935, approximately 1,332 square feet in size, with the remainder of the parcel being largely open land.

C. Relationship Between the Two Parcels

The 10525 W. Loomis Road parcel is located directly to the south of the 8910 S. 102nd Street property. The shared boundary between these two parcels currently constitutes the southern edge of

PDD No. 29. Under the current zoning configuration, this boundary generates a setback requirement that restricts development on the southern portion of the 8910 S. 102nd Street site. The proposed rezoning would bring 10525 W. Loomis Road into PDD No. 29, eliminating this internal boundary and the associated setback, and thereby making the full southern extent of the 8910 property available for development.

III. PROPOSED REZONING REQUEST

The applicant requests rezoning of the property at 10525 W. Loomis Road (Tax Key No. 846 9998 001) from:

- R-SE Single-Family Estate Residence District – Current designation
- FP Floodplain District – Current designation on applicable portions of the site

To the following:

- PDD No. 29 Planned Development District – Proposed new designation
- FP Floodplain District – To remain in place on all portions of the site currently subject to that designation

The incorporation of this parcel into PDD No. 29 is necessary to remove the zoning boundary that currently functions as a setback restriction along the southern edge of the 8910 S. 102nd Street development site. The rezoning does not propose any development on the 10525 W. Loomis Road parcel itself at this time. Its purpose is solely to enable full use of the buildable area on the adjacent 8910 S. 102nd Street property.

IV. PHASED DEVELOPMENT PROGRAM

The proposed development will be carried out in two phases on the 8910 S. 102nd Street site. Each phase serves distinct community needs while collectively forming an integrated multi-use campus.

Phase 1 – High School

The first phase will consist of the construction of a private high school within and around the existing building at 8910 S. 102nd Street. The school will be designed to serve the educational needs of the local community. The facility will include:

- Classroom and instructional spaces
- Administrative offices and support areas
- Library and media center
- Student dining and cafeteria
- Outdoor recreational and athletic areas

- On-site parking and student drop-off and pick-up areas

Phase 2 – Gymnasium, Fitness Center, and Mosque

The second phase will add a student gymnasium and a mosque and religious institution to the campus. The gymnasium will serve students of the Phase 1 high school. The mosque will serve the Muslim community of Franklin and the surrounding area. This phase will include:

- Full-size gymnasium with multi-sport court capabilities
- Fitness and exercise areas
- Locker rooms, restrooms, etc.
- Multi-purpose meeting and event rooms
- Youth programming and after-school recreation spaces
- Main prayer hall with ablution facilities
- Religious and educational classrooms
- Community gathering space
- Administrative offices
- On-site parking designed to accommodate regular and special event attendance

Places of worship are recognized as protected institutional uses under federal law, including the Religious Land Use and Institutionalized Persons Act (RLUIPA), 42 U.S.C. § 2000cc. The City of Franklin is legally required to treat religious institutions on equal terms with comparable non-religious assemblies and institutions.

V. STANDARDS FOR INSTITUTIONAL PDD APPROVAL

The applicant submits that the proposed Planned Development District satisfies the applicable standards for institutional PDD approval under the City of Franklin zoning regulations. The following general statements are offered in support of this application:

- **Land Use:** The proposed institutional campus uses are appropriate for the development site and are compatible with the surrounding area. The incorporation of the 10525 W. Loomis Road parcel into PDD No. 29 is a necessary and limited zoning action to enable full use of the buildable area on the 8910 S. 102nd Street property.
- **Site Area:** The subject rezoning parcel is of sufficient size to fulfill the purpose of this application. No development is proposed on the 10525 W. Loomis Road parcel at this time.
- **Municipal Services:** The applicant will coordinate with the City of Franklin to confirm the availability of necessary municipal services and will make all required improvements as determined through the development review process.
- **Design and Development:** All proposed buildings and site improvements will be designed and constructed in compliance with applicable City of Franklin ordinances, building codes,

and accessibility requirements. Detailed plans will be submitted for City review and approval prior to construction.

VI. FLOODPLAIN DISTRICT RETENTION

Portions of the subject property at 10525 W. Loomis Road are located within the Floodplain (FP) District. The applicant confirms and commits that:

- The FP Floodplain District designation will be retained on all portions of the property currently subject to that designation.
- No proposed structures, grading, or site disturbance will occur within designated floodplain areas.
- All development will comply with the City of Franklin Floodplain Zoning Ordinance and applicable state and federal floodplain regulations.

VII. COMMUNITY BENEFIT AND PUBLIC INTEREST

The proposed multi-use campus at 8910 S. 102nd Street will deliver the following benefits to the City of Franklin and its residents:

- Educational Access: A private high school will expand educational options for Franklin families and contribute to the community as a place for academic growth.
- Student Recreation: A gymnasium and fitness center will provide dedicated recreational and physical education facilities for students of the high school.
- Religious Freedom and Inclusion: The mosque and religious institution will provide a permanent place of worship for the Muslim community of Franklin, consistent with the City's obligations under applicable federal law.
- Community Investment: The development of a multi-use campus on an existing building site represents a purposeful and community-oriented investment within the City of Franklin.

VIII. CONCLUSION

The applicant respectfully requests that the City of Franklin Planning Department recommend approval, and that the Common Council adopt an ordinance rezoning the property at 10525 W. Loomis Road (Tax Key No. 846 9998 001) from R-SE District and FP District to PDD No. 29 and FP District, thereby combining both parcels into a single unified PDD No. 29 district.

The purpose of this rezoning is limited and specific: to combine the 10525 W. Loomis Road parcel with the adjacent 8910 S. 102nd Street property into a single unified PDD No. 29 district, removing the zoning boundary and its associated setback restriction so that the full buildable area of the development site is available for the proposed two-phase campus consisting of a high school, student gymnasium, and mosque. The rezoning complies with applicable City of Franklin zoning regulations governing Planned Development Districts, preserves all applicable floodplain protections, and serves the health, safety, and welfare of the City of Franklin community.

The applicant is available to provide any additional information or documentation required to support the City's review.

Respectfully Submitted,

Applicant / Authorized Representative
8910 S. 102nd Street Campus Development Project
Franklin, Wisconsin 53132

Signature

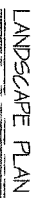
Printed Name & Title

Date

STUD. QU. COMMON NUT

NOTE
PROVIDE 2" SPACED BARK NAILS WITHIN 4'-6" DIAMETER AROUND ALL TREES IN URBAN AREAS

1



150-0-05-1

LANDSCAPE
PLAN02-23-26
04-06-26

Ex sting Snowtime Cinema A tarc: on for
SALAM PRIVATE HIGH SCHOOL
8910 S 102nd Street
Franklin, WI 53132

ARCHITECTURE
413 NORTH SECOND STREET
MILWAUKEE, WI 53203-3111
414 414-802-9033 FAX: 414-224-8214





ARCHITECTURE
413 NORTH SECOND STREET
MILWAUKEE, WI 53203-3111
414-447-8033 FAX 414-224-8034

Existing Showtime Cinema Alteration for
SALAM PRIVATE HIGH SCHOOL
8910 S 102nd Street
Franklin, WI 53132

02-23-26
04-06-26

LANDSCAPE
PLAN
C0.2



LANDSCAPE PLAN
1" = 50'-0"

LANDSCAPE SCHEDULE

SYMBOL	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
○		EXISTING DECIDUOUS TREE		
●		EXISTING EVERGREEN		
AM	34	AMERICAN MAPLE	ACER x FREEMAN 'AMSTONIA'	5' CALIPER
DR	3	HERITAGE RIVER BIRCH	BETULA NERGA 'HERITAGE'	12' HEIGHT
WK	8	WINTER KNOX HAWTHORNE	CRATAEGUS VIRIDIS 'WINTER KNOX'	10' HEIGHT
DD	8	COMPACT BURNINGBUSH	EUONYMUS ALATUS 'COMPACT'	14'-20' TALL
SS	11	SPRING BUNCH CORYMBUS	MAELIS 'SPRING BUNCH'	5' CALIPER
CS	11	COLORADO GREEN SPRUCE	PICEA PUMEDENS	8' TALL
SP	4	SCOTT'S PINE	PINUS SYLVESTRIS	8' TALL

NOTE:
PROVIDE 5' SPACED BARK MULCH WITHIN 4'-0" DIAMETER AROUND ALL TREES IN LAWN AREAS
GUARD LINES: 10' WIDE PLANTINGS - KENTUCKY BLUE GRASS
LAWN (SEED) 10' PLANTINGS - KENTUCKY BLUE GRASS
LAWN (SEED) 10' PLANTINGS - KENTUCKY BLUE GRASS
LOW MAINTENANCE SEED MIX:
50% KENTUCKY BLUE GRASS
50% PERENNIAL MIX
50% PERENNIAL MIX
50% PERENNIAL MIX
APPLICATION RATE: 4 LBS PER 1,000 SQUARE FEET



jsdlnc.com

MILWAUKEE REGIONAL OFFICE
W228 N1610 BU 556 ROAD, SUITE 100
MILWAUKEE, WI 53218
P. 262.513.0666

CLIENT: STACK DESIGN GROUP

CLIENT ADDRESS:
13 NORTH SECOND STREET
MILWAUKEE, WI 53203

PROJECT:
SALAM PRIVATE
HIGH SCHOOL - PHASE 1

PROJECT LOCATION:
910 SOUTH 102ND STREET
FRANKLIN, MILWAUKEE COUNTY
WISCONSIN, 53132

LAST MODIFICATION TIME		Date	Description
1	04/07/2018	04/07/2018	COOL PLAN SET
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POSITIVE PLAN

C1.0

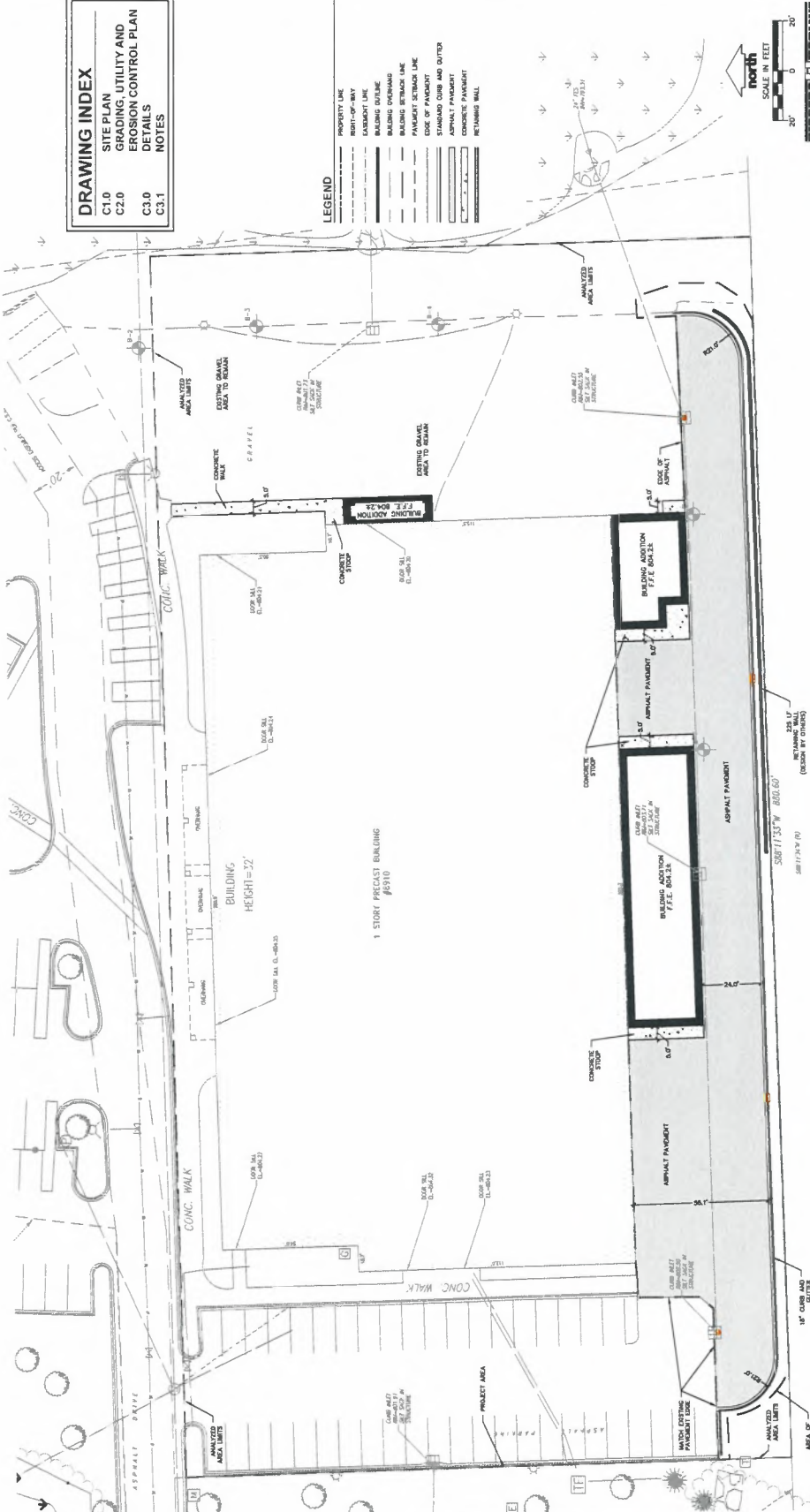
SITE INFORMATION BLOCK		
ITE ADDRESS	8810 SOUTH 10260 ST.	
	FRAMING, MI	
	PROJECT AREA ACRES	2.794 ACRES
EXISTING VLS PROPOSED ITE COVERAGE		
EXISTING IMPERVIOUS SURFACE AREA	66,815 SF	
EXISTING PAVEMENT SURFACE AREA	23,187 SF	
PROPOSED IMPERVIOUS SURFACE AREA	106,834 SF	
PROPOSED PAVEMENT SURFACE AREA	13,348 SF	
IMPERVIOUS SURFACE AREA INCREASE	10,019 SF	
AREA OF DISTURBANCE	23,500 SF	

DRAWING INDEX

C1.0	SITE PLAN
C2.0	GRADING, UTILITY AND EROSION CONTROL PLAN
C3.0	DETAILS
C3.1	NOTES

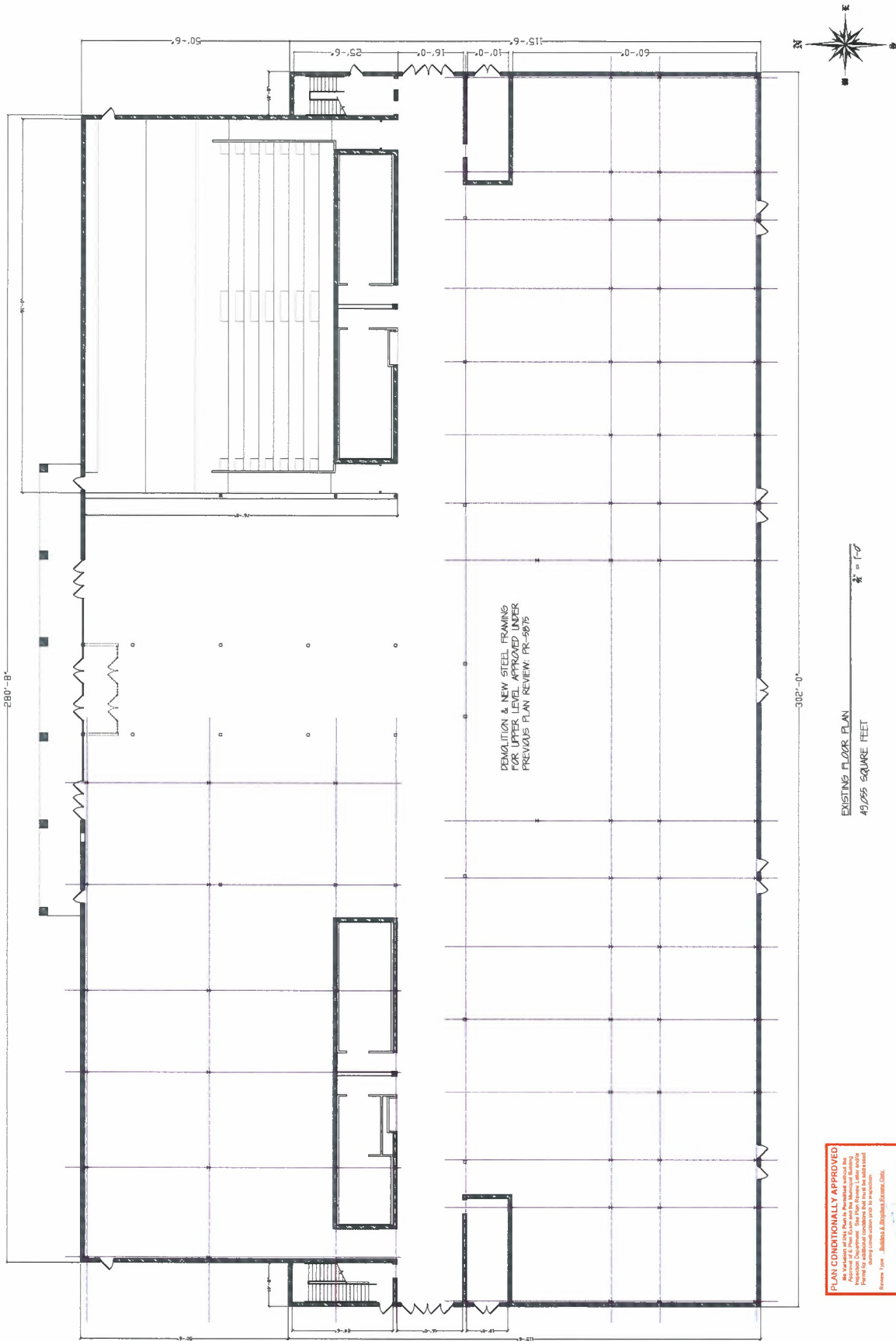
LEGEND

- | | |
|--------------------------|-------|
| PROPERTY LINE | _____ |
| RIGHT-OF-WAY | _____ |
| EASEMENT LINE | _____ |
| BUILDING OUTLINE | _____ |
| BUILDING OVERHEAD | _____ |
| BUILDING SETBACK LINE | _____ |
| PAVEMENT SETBACK LINE | _____ |
| EDGE OF PAVEMENT | _____ |
| STANDARD CURB AND GUTTER | _____ |
| ASPHALT PAVEMENT | _____ |
| CONCRETE PAVEMENT | _____ |
| RETAINING WALL | _____ |

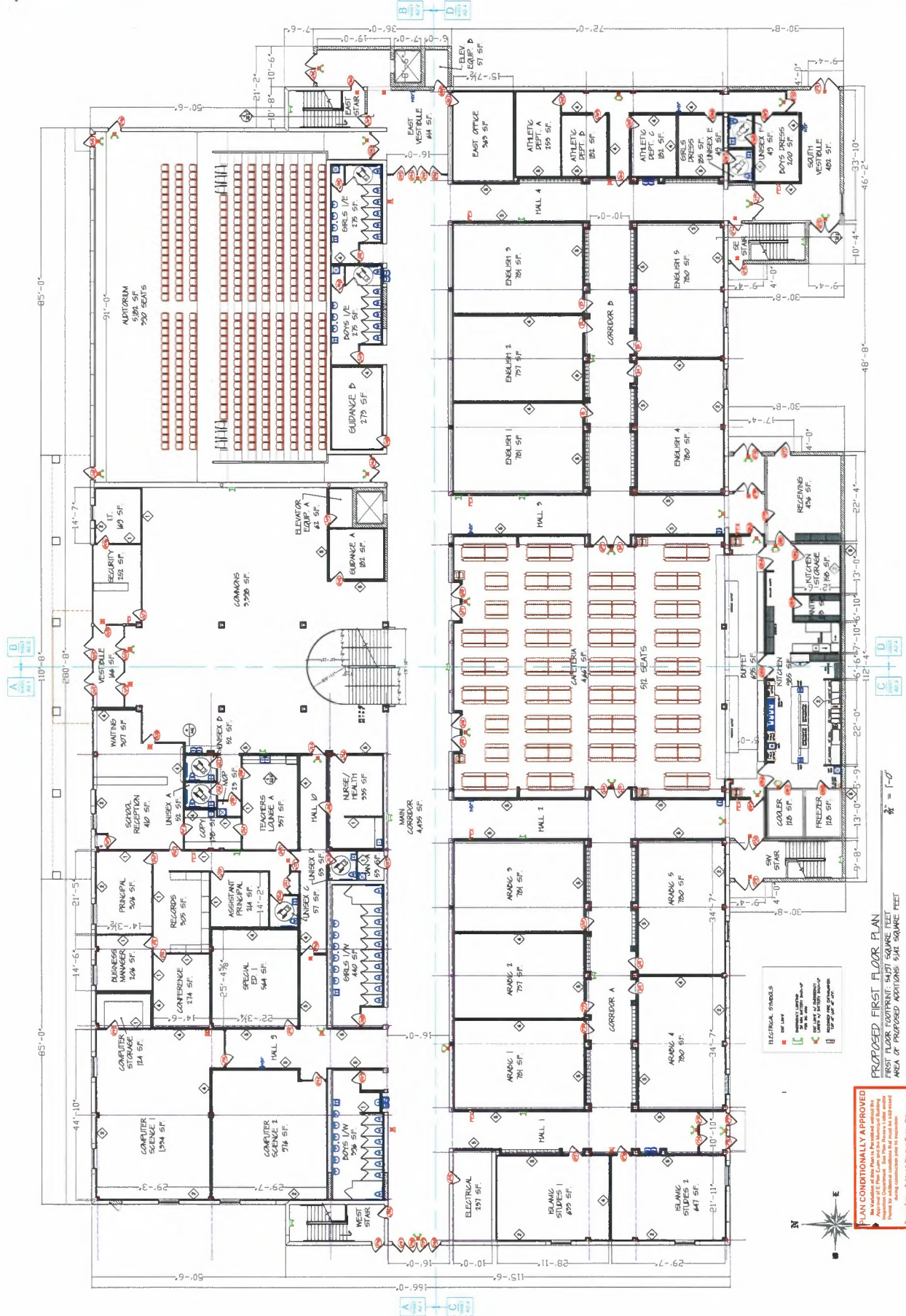


UNPUBLISHED WORKS
(1980) 1985/86 RELEVANT UNDER TRUST

Toll Free (800) 242-8511



PLAN CONDITIONALLY APPROVED
 All Variations of this Plan to be described within the
 Project Description Document. See Plan Review Letter and/or
 Project Description Document for details. All work shall be
 done in accordance with the City of Milwaukee Building Code.
 Review: Type: Building & Department Review Date: 02/02/2023
 Approved By: [Signature] Date: 02/02/2023



PLAN CONDITIONALLY APPROVED

No Variations at this Plan is Permitted without the Approval of E Plan Exam and Bio-Monitors Building Inspection Department. This Plan is a Final Order. Permit is valid for 12 months from the date issued. During construction you to implement.

Review Type Building & Standards, Firecode, Other

Approved By _____ Date 04/25/2003



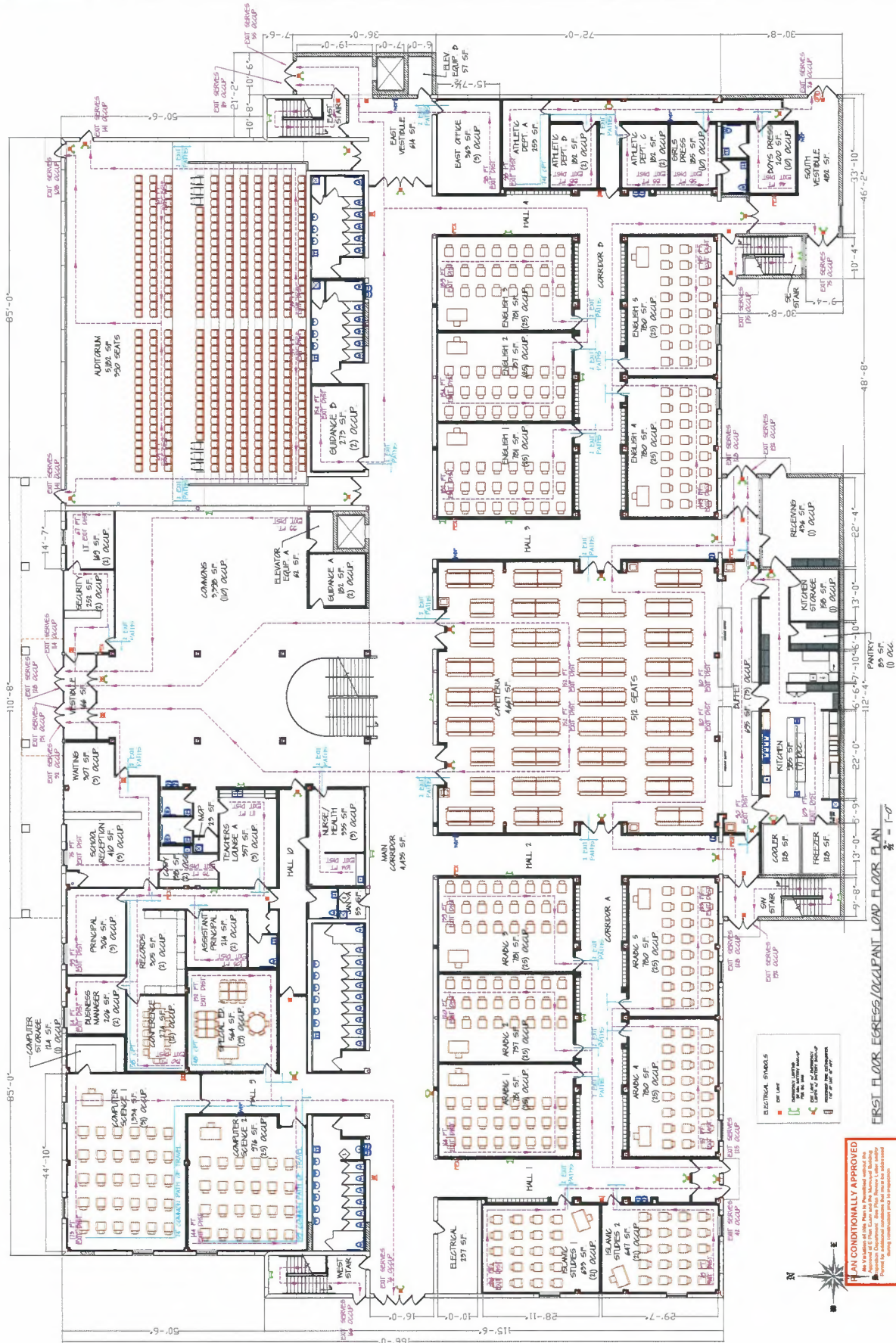
PROPOSED SECOND FLOOR PLAN
SECOND FLOOR LEVEL: 47.91 SQUARE FEET
TOTAL AREA OF BUILDING: 10,500 SQUARE FEET

PLAN CONDITIONALLY APPROVED

The Violation of this Plan is Permitted without the Approval of E-Plan Exam and this Municipal Building Inspection Department. See Plan Review Letter and/or Permit for additional conditions that must be added and during construction prior to inspection.

Review Type: Buildings & Mechanical Systems Only

Approved By: _____ Date: 10/27/2016



PLAN CONDITIONALLY APPROVED

On Variation of this Plan is Permitted without the Approval of E Plan Exam and the Municipal Building Department. This Plan Review is only for the purpose of determining whether the plan meets the minimum requirements for approval. The plan must be approved by the Building Department prior to construction.

Review Type Building and Structural Systems Data

Approved By [Signature] Date 04/27/2011



PLAN CONDITIONALLY APPROVED

No Variation of this Plan is Permitted without the Approval of E. Paul Egan and the Municipal Building Inspection Department. See Plan Review Letter and/or Permit for additional conditions that must be addressed during construction prior to inspection.

Beamer Text Beamer & Beamer Beamer Only

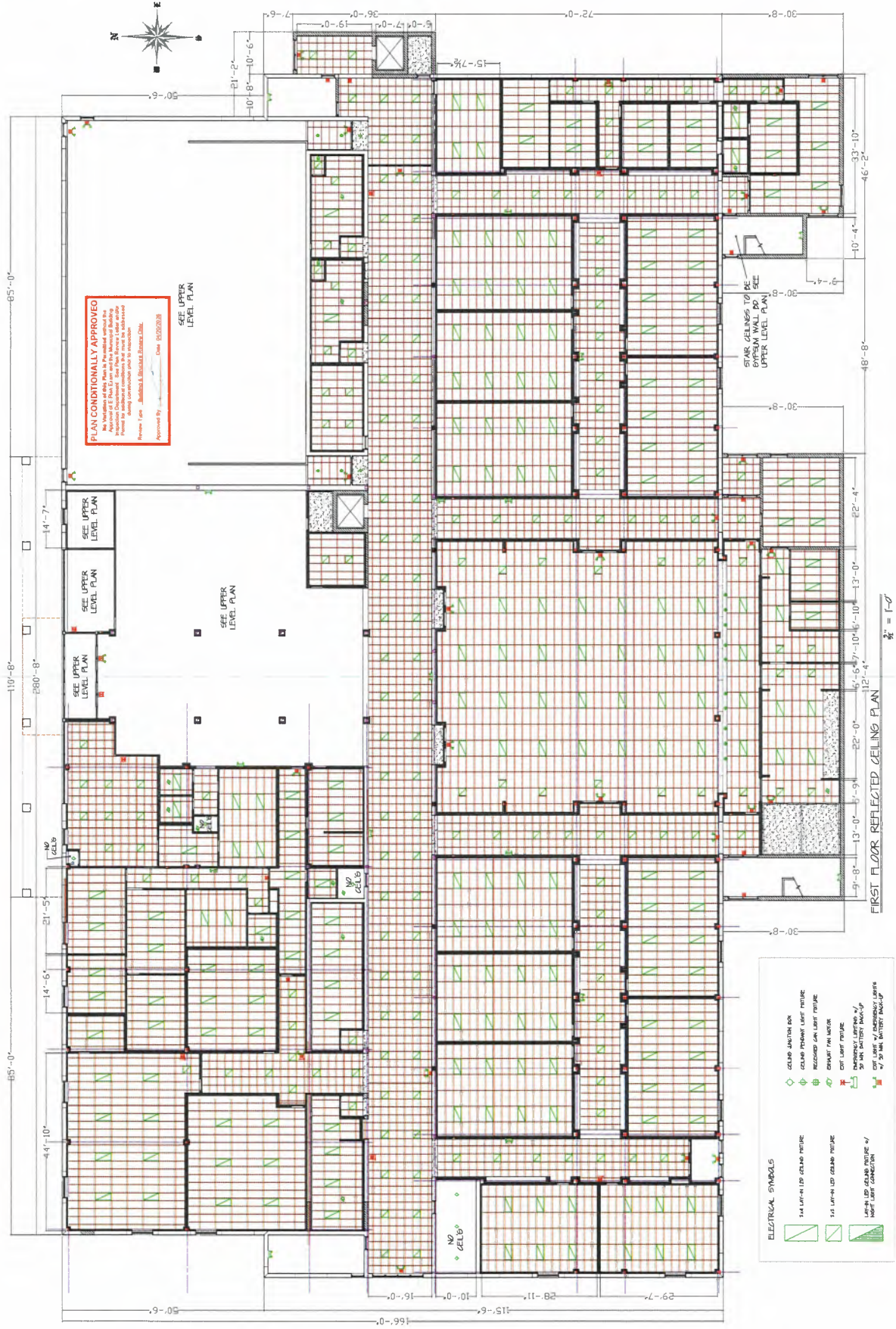
Approved By: _____ Date: 01/20/2018

Existing Showtime Cinema Alteration for
SALAM PRIVATE HIGH SCHOOL
8910 S. 12nd Street
Franklin, WI 53132

02-23-26
04-08-26

MAIN LEVEL
CEILING PLAN

A1.5

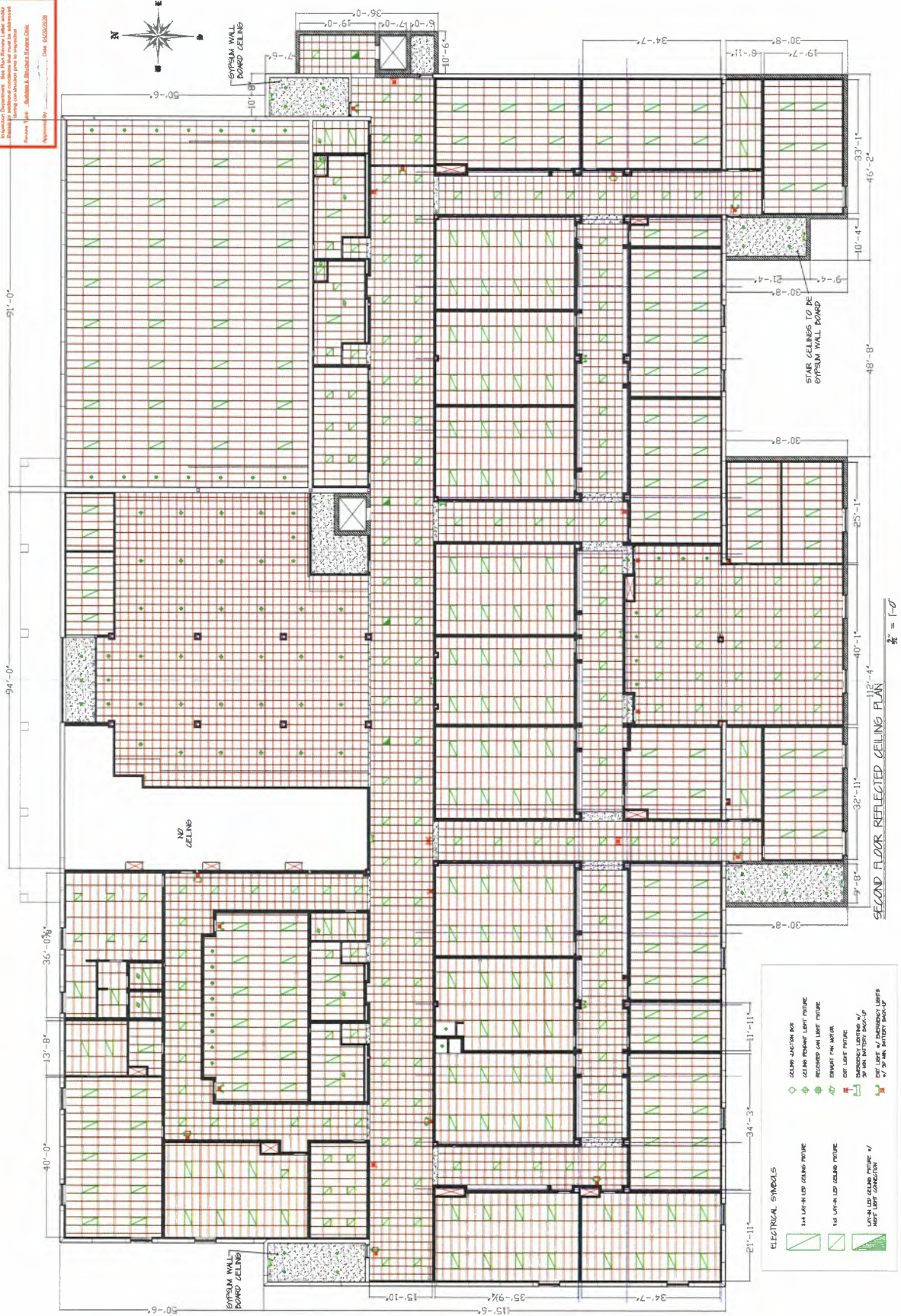




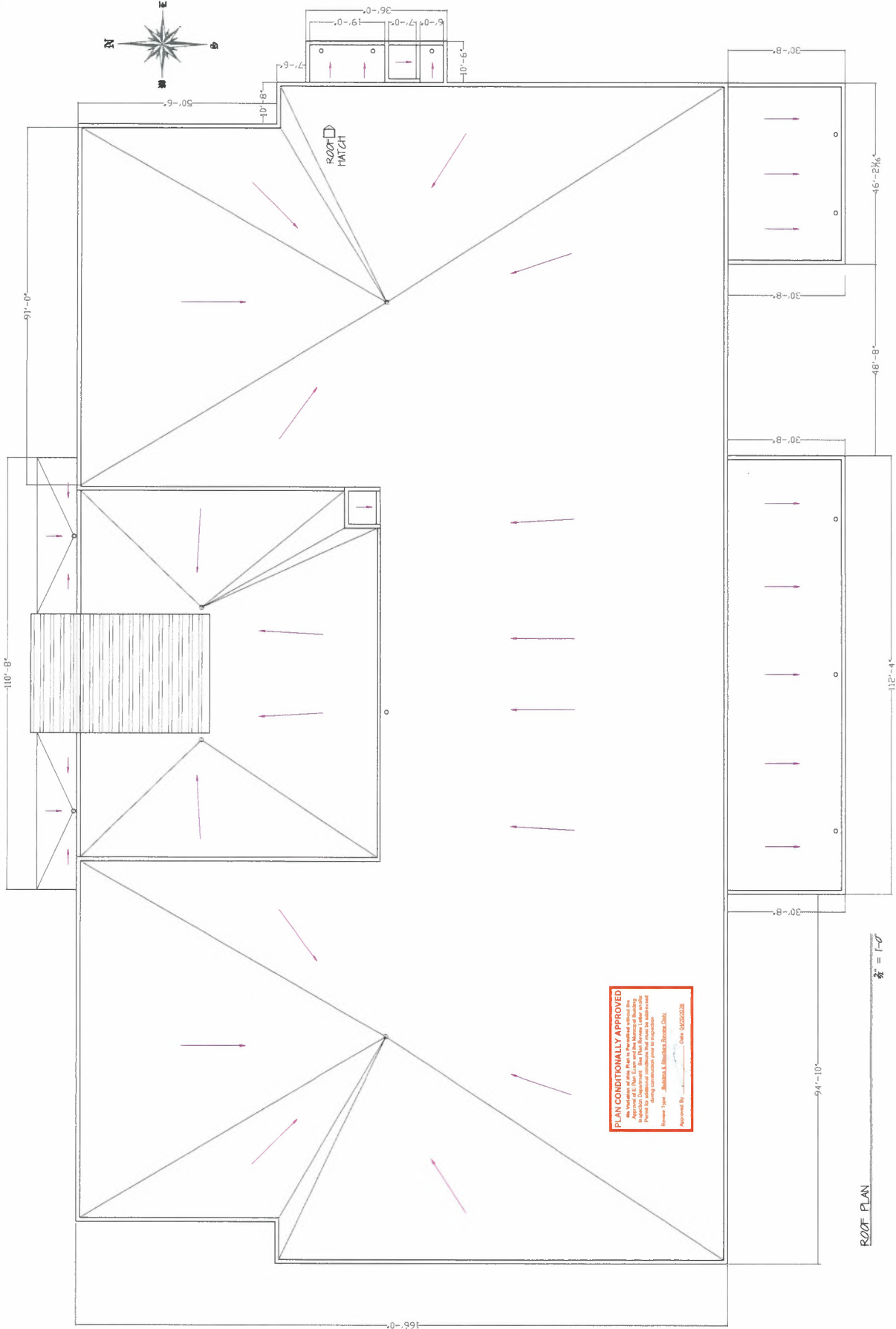
Existing Showtime Cinema Alteration for
SALAM PRIVATE HIGH SCHOOL
8910 S. 12nd Street
Franklin, WI 53132

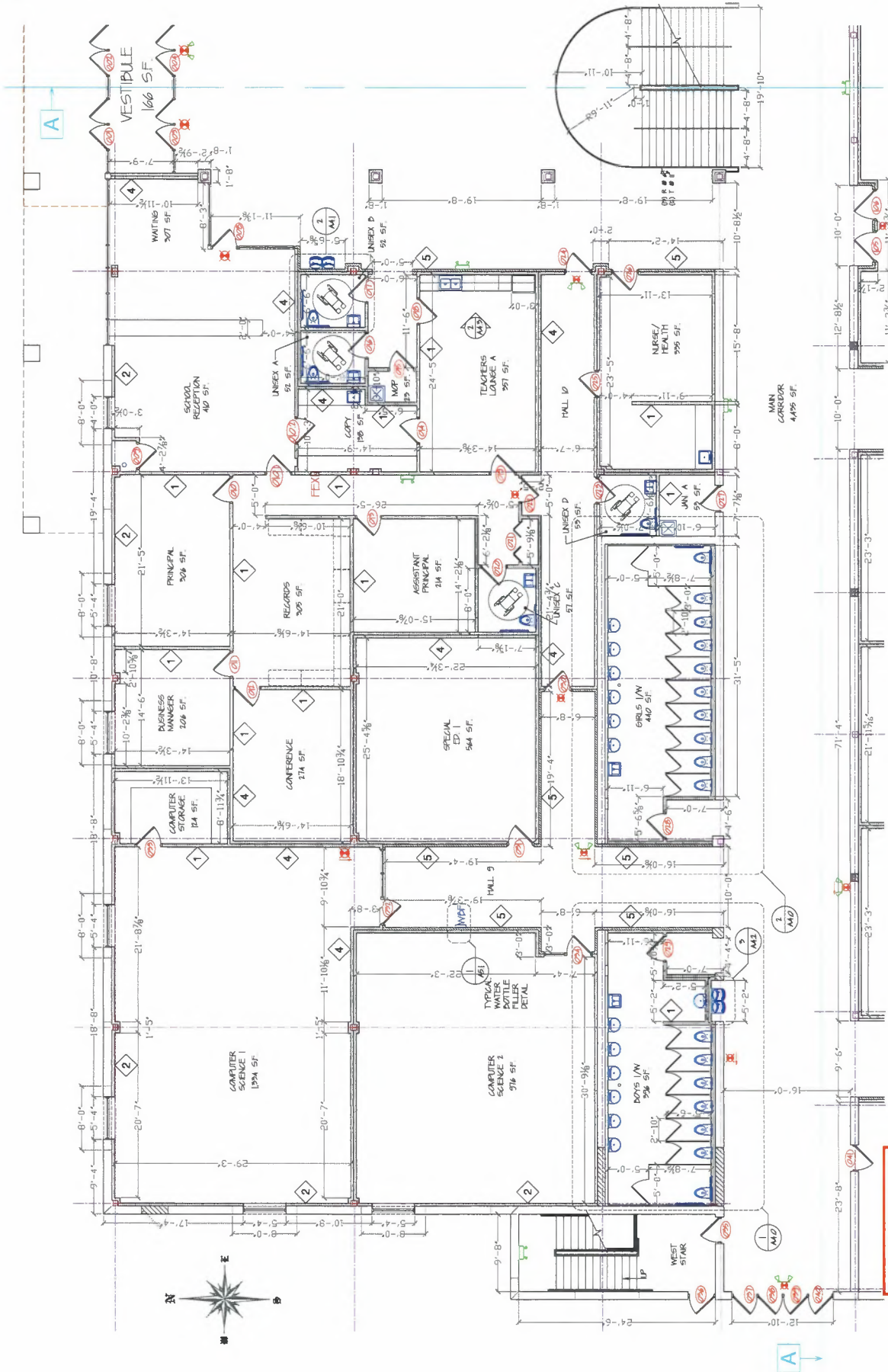
**SECOND FLOOR
CEILING PLAN**

A1.6



1522-0248-00000-00000-00000-00000-00000





ENLARGED NW QUADRANT LOWER FLOOR PLAN

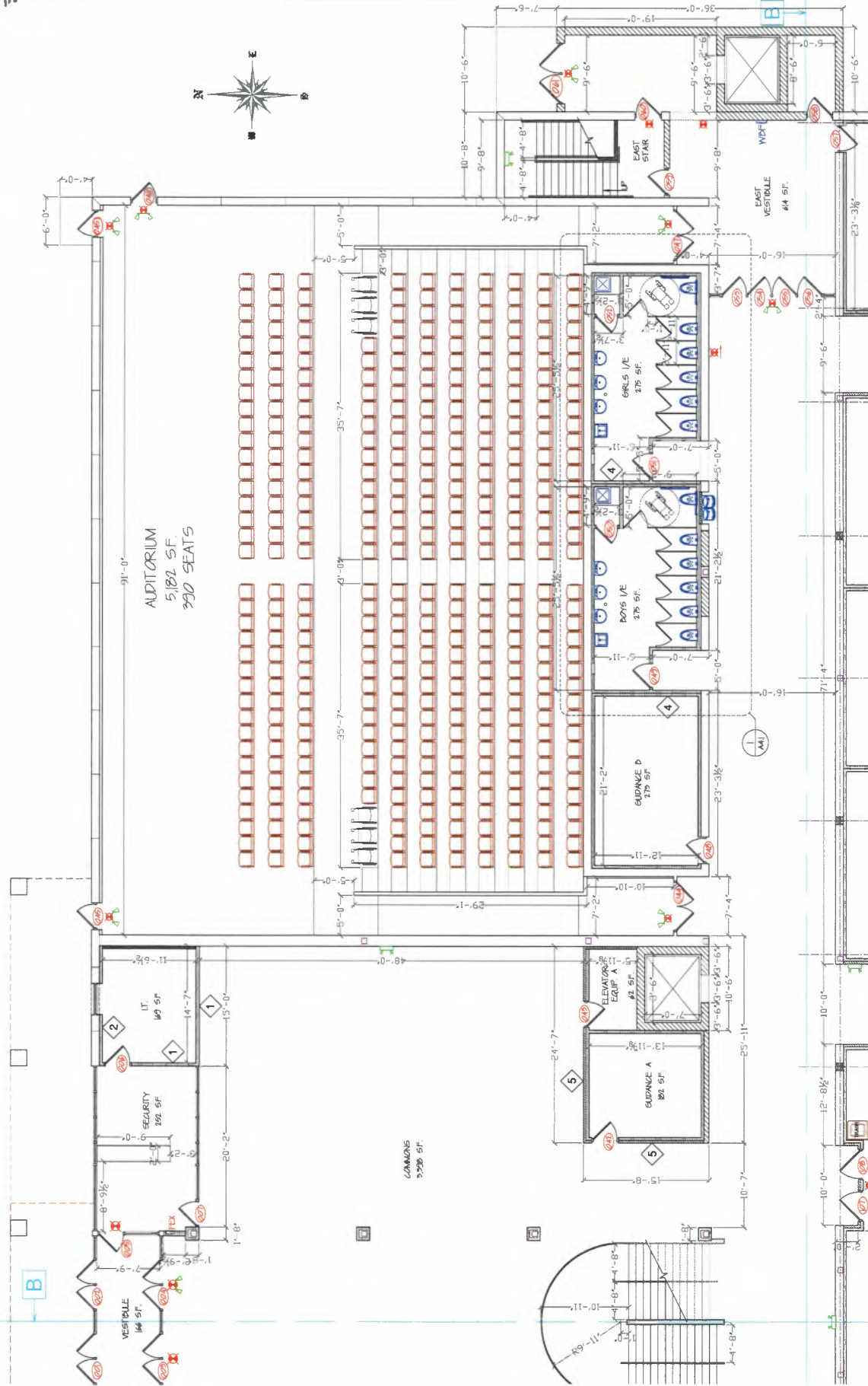
PLAN CONDITIONALLY APPROVED

The Variations of this Plan is Permitted without the Approval of E-Plan Exam and the Municipal Building Department. See Plan Review Cellular Building Permit for additional conditions that must be added during construction prior to inspection.

Review Type _____ Business & Regulatory Boards Only.

Approved By _____ Date 04/26/2023

Approved By _____ Date 04/28/2024



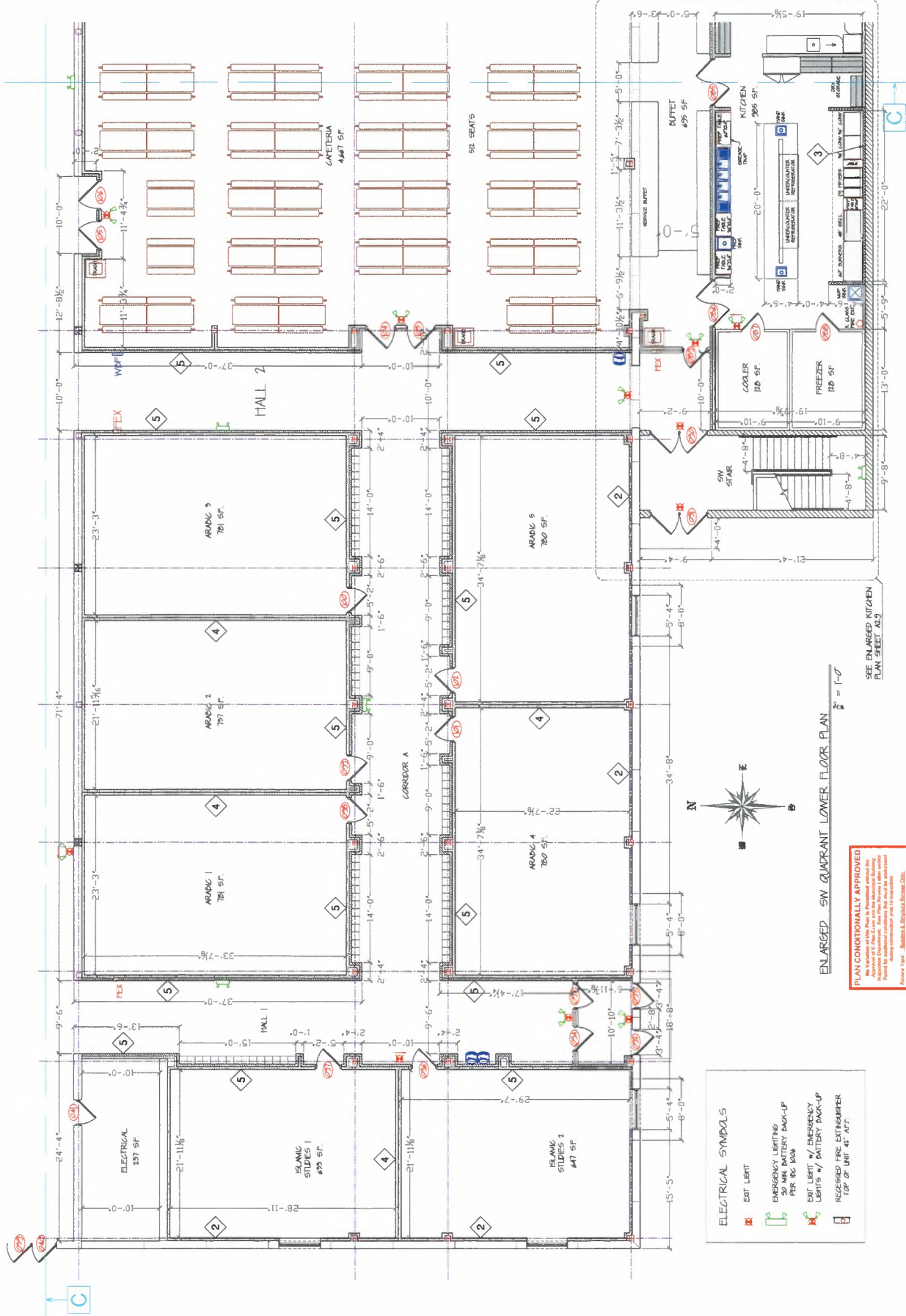
ENLARGED NW QUADRANT LOWER FLOOR PLAN

PLAN CONDITIONALLY APPROVED

No Violations of this Plan Is Permitted without the Approval of E Plan Exam and the Municipal Building Inspection Department. See Plan Review and/or another Permit for additional Conditions that must be added and during construction prior to inspection.

Resource Type: Building & Building Systems Code

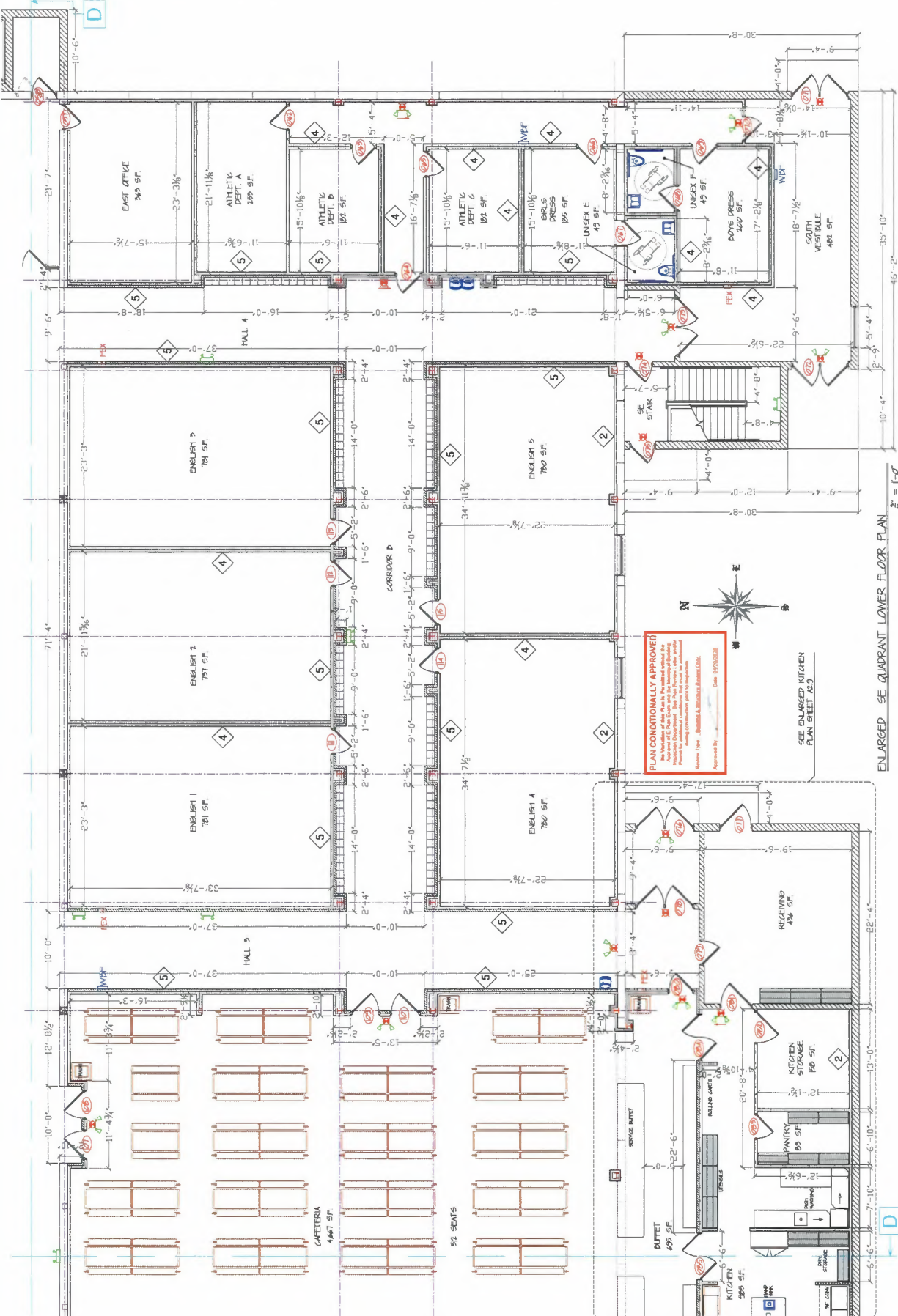
Approved By: _____ Date: 04/20/2018



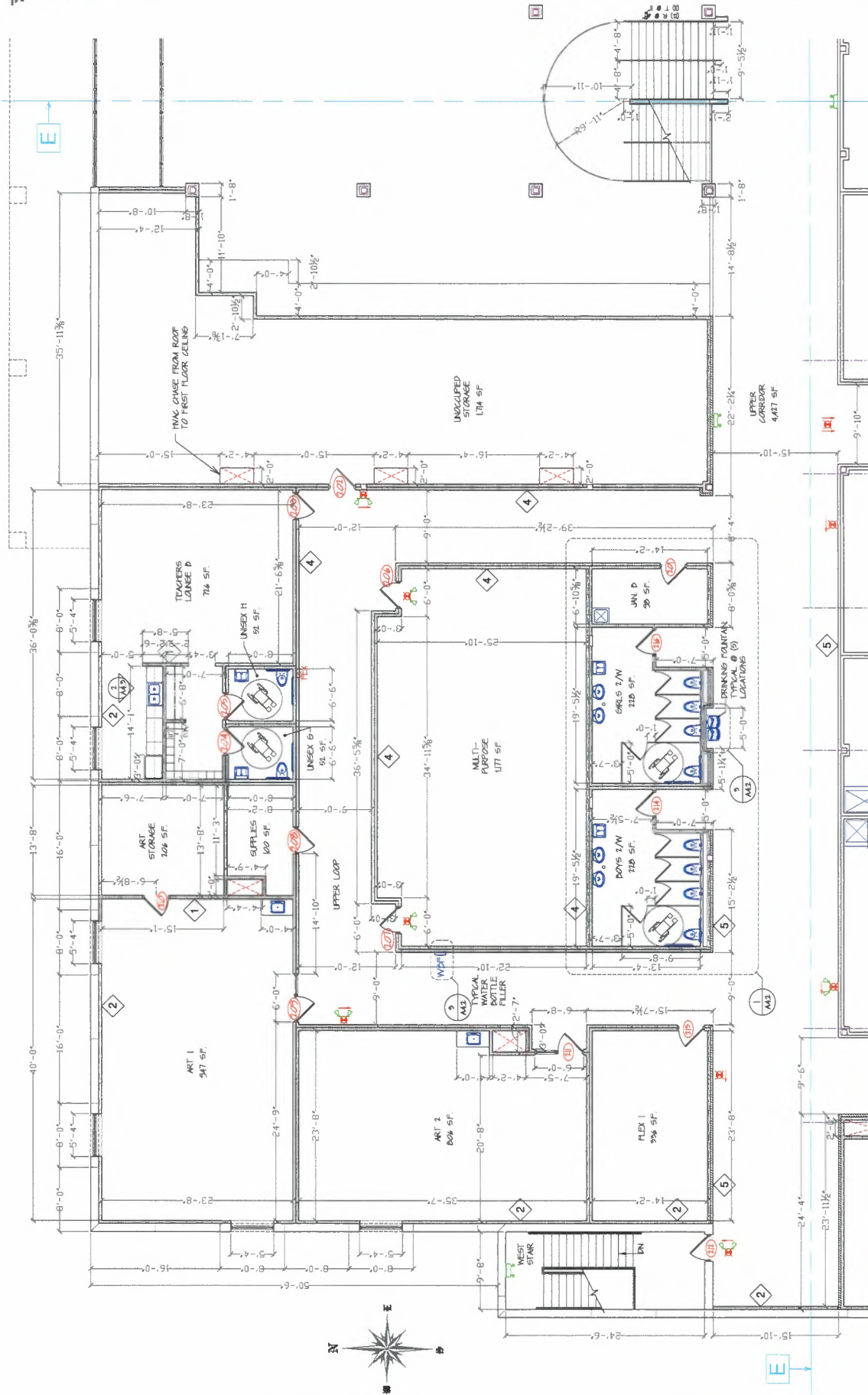
ELECTRICAL SYMBOLS

- EXIT LIGHT
- EMERGENCY LIGHTING
PER NFPA 100A
- EMERGENCY LIGHTING
WITH BATTERY BACK-UP
PER NFPA 100A
- RECESSED FIRE EXTINGUISHER
TOP OF UNIT AT 4" AFF.

PLAN CONDITIONALLY APPROVED
FOR THE SUBMITTAL OF THE PERMITS
FOR THE PROJECT. THE PERMITTEE IS RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS AND FOR THE
COMPLETION OF THE PROJECT IN ACCORDANCE WITH
ALL APPLICABLE CODES AND REGULATIONS.
APPROVED BY: [Signature] DATE: 04/06/26



ENLARGED SE QUADRANT LOWER FLOOR PLAN
1" = 1'-0"



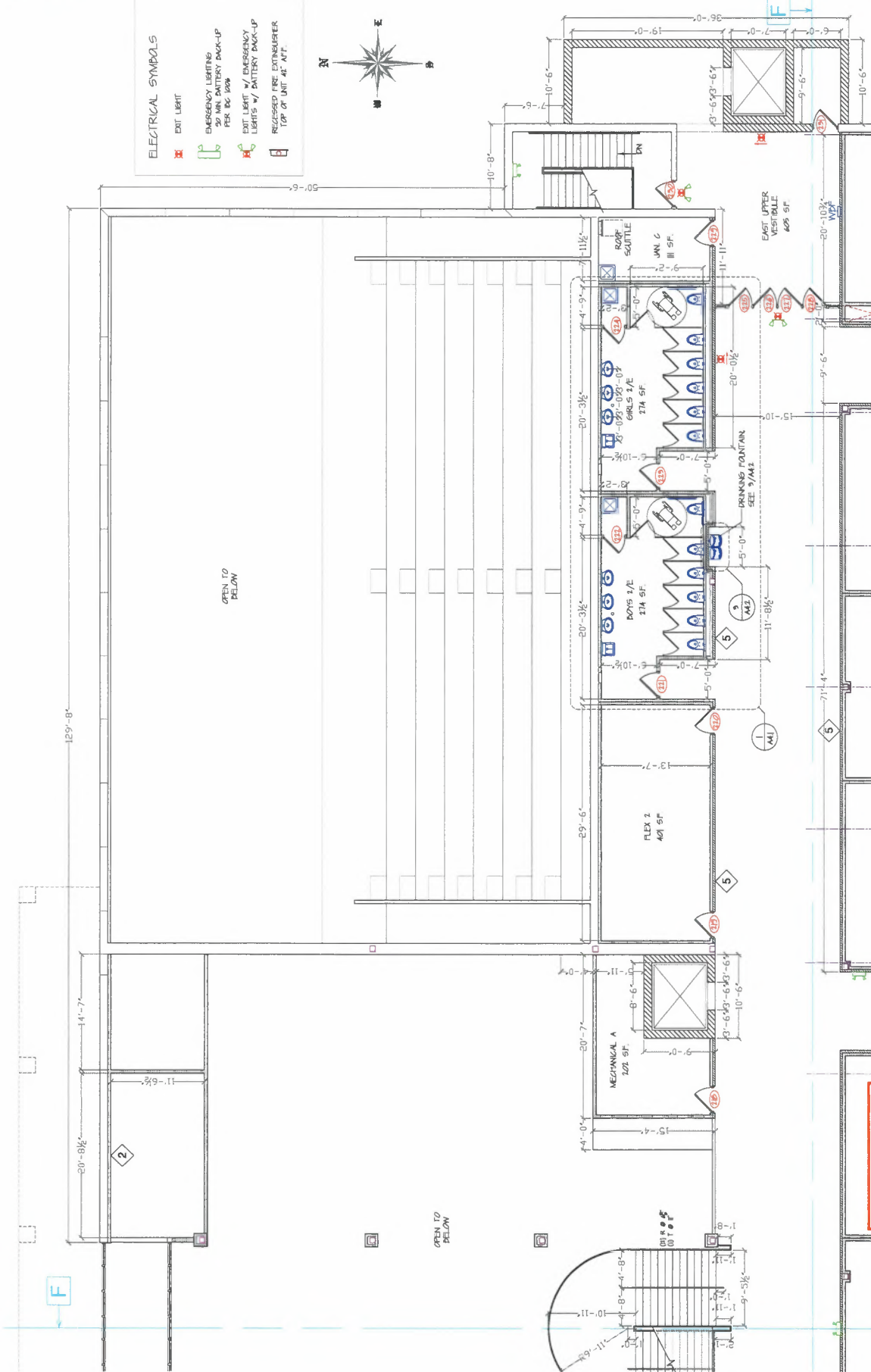
ENLARGED NW QUADRANT UPPER FLOOR PLAN

PLAN CONDITIONALLY APPROVED

The Variations of this Plan to Permit use without the Approval of E Plan Exams and the Municipal Building Department. See Plan Permit 1 under Building Permit for additional conditions that must be addressed during construction prior to inspection.

Review Type: Business & Residential Review Only

Approved By: _____ Date: 6/25/2013



ENLARGED NE QUADRANT UPPER FLOOR PLAN

PLAN CONDITIONALLY APPROVED

The Variation of (1)141 Plan is Permitted without the Approval of E Plan Ex and the Municipal Inspection Department. See Plan Review Letter and/or Permit for additional conditions that must be satisfied during construction prior to inspection.

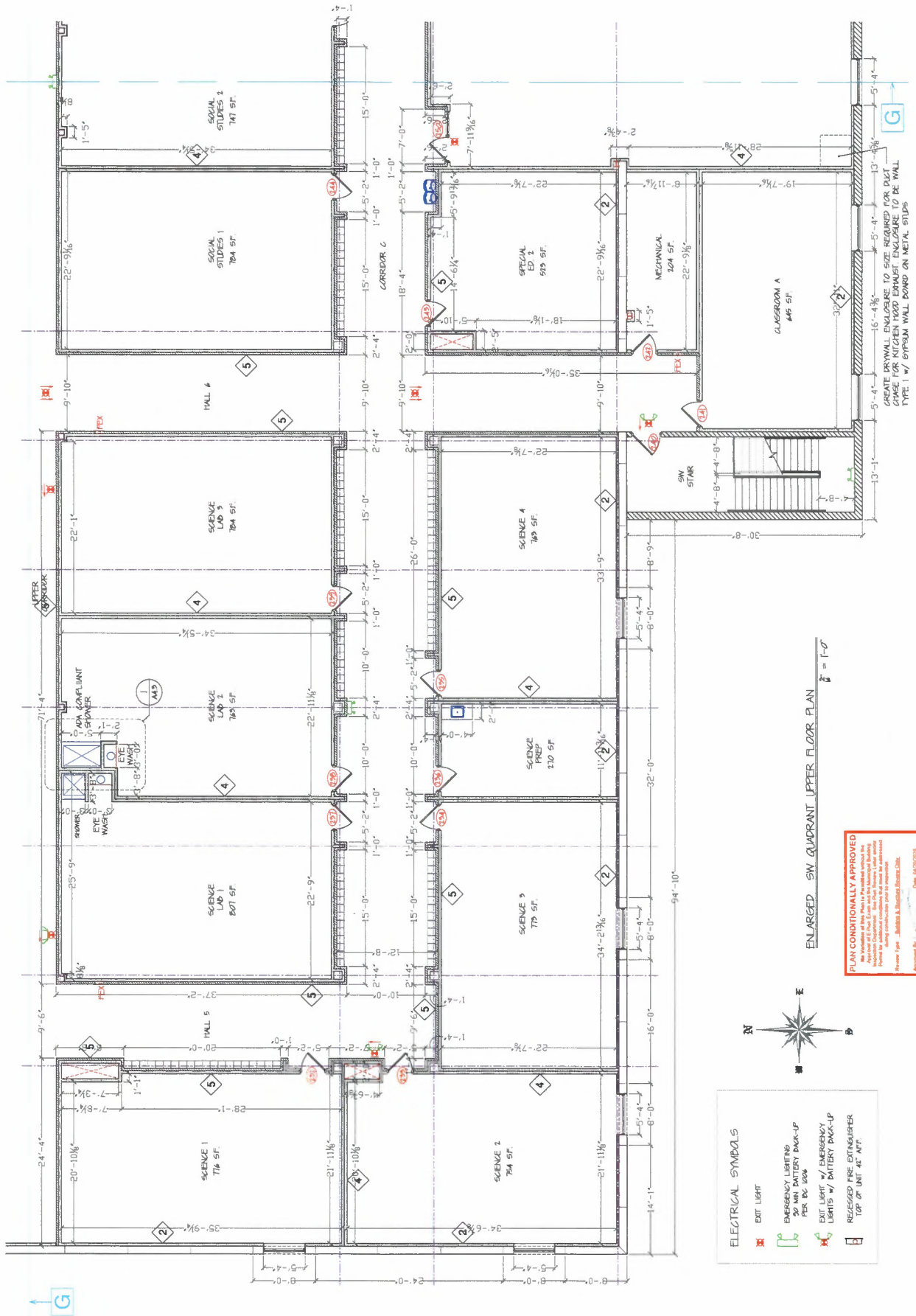
Review by _____ Building & Planning Review Unit.

Approved By _____ Date: 06/26/2016

Existing Showtime Cinema Alteration for
 SALAM PRIVATE HIGH SCHOOL
 2910 S. 12nd Street
 Franklin, WI 53122

02.22.24
 04.08.25

SW QUADRANT
 G
 A2.7

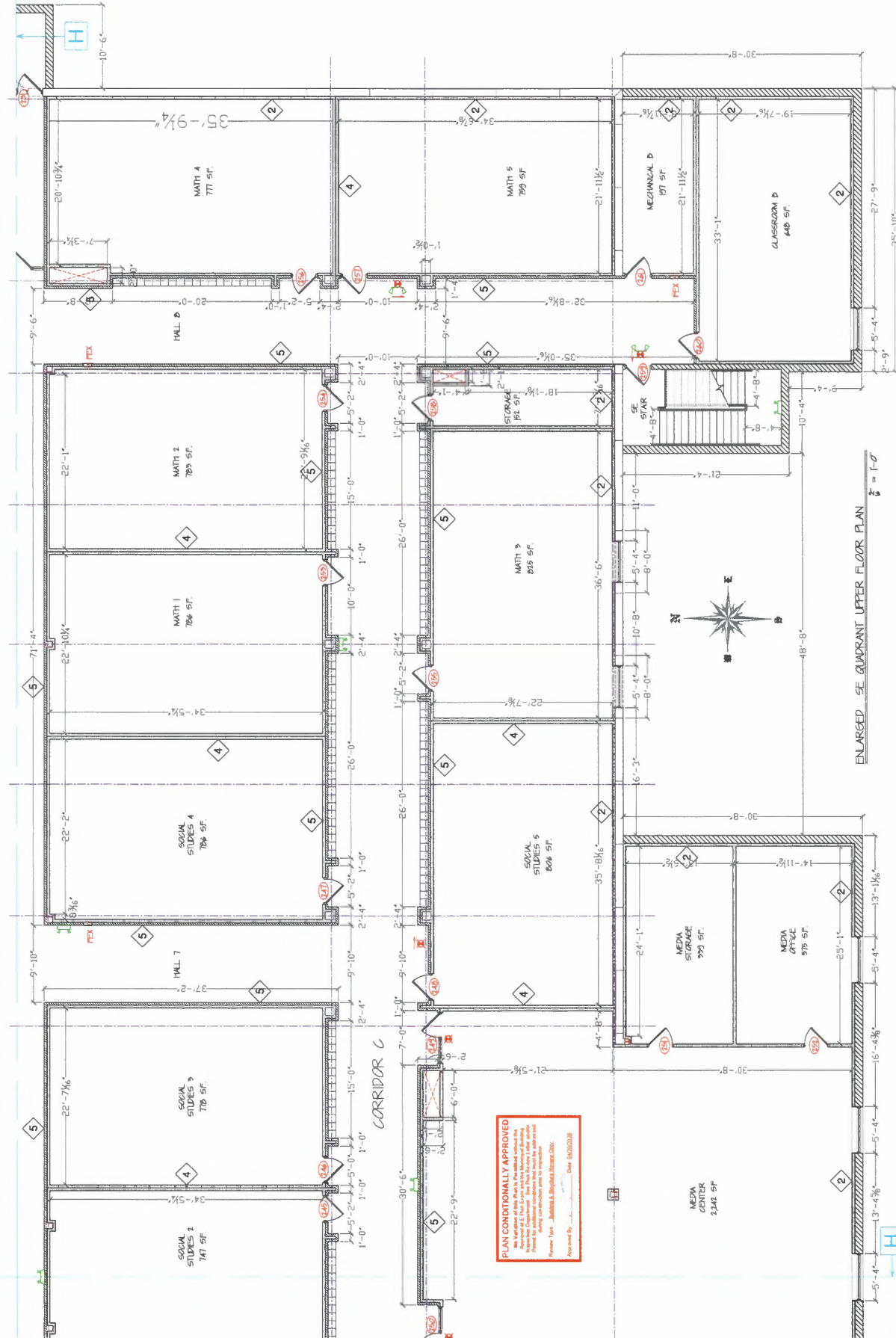


ENLARGED SW QUADRANT UPPER FLOOR PLAN
 1/8" = 1'-0"

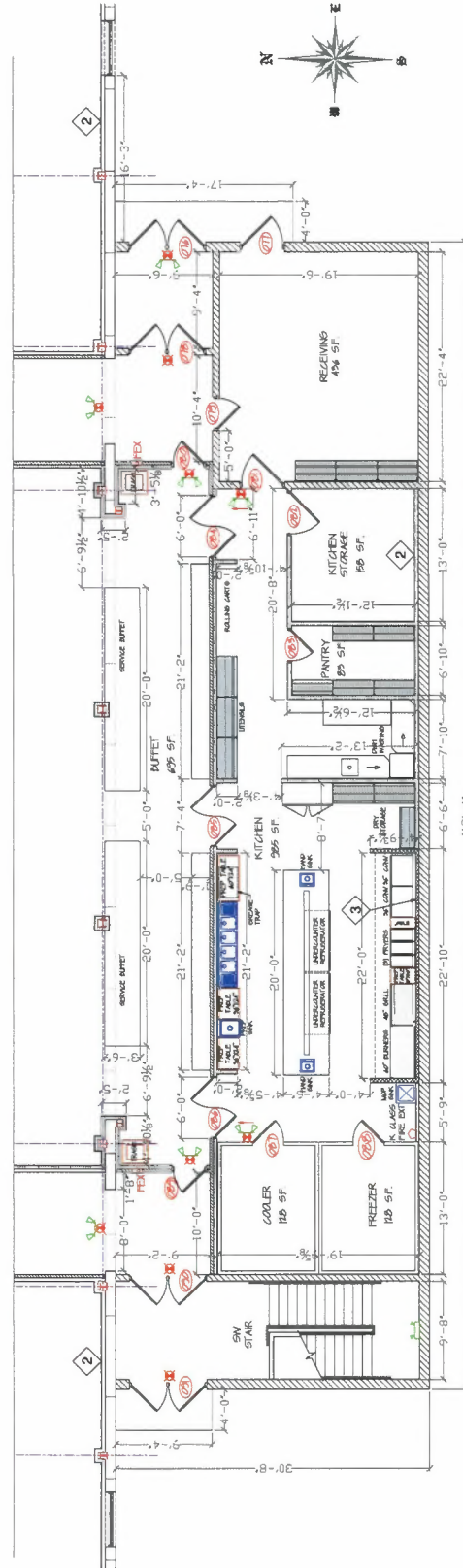


- ELECTRICAL SYMBOLS**
- EXIT LIGHT
 - EMERGENCY LIGHTING WITH BATTERY BACK-UP PER NEC 708
 - EXIT LIGHT w/ EMERGENCY LIGHTS w/ BATTERY BACK-UP TOP OF UNIT AT AFF.
 - RELEASED FIRE EXTINGUISHER

PLANT CONDITIONALLY APPROVED
 No alterations to this plan are permitted without the approval of the City of Milwaukee Planning Department. The City of Milwaukee Planning Department reserves the right to require additional information or to require the plan to be revised. The City of Milwaukee Planning Department is not responsible for the accuracy of the information provided on this plan. The City of Milwaukee Planning Department is not responsible for the accuracy of the information provided on this plan. The City of Milwaukee Planning Department is not responsible for the accuracy of the information provided on this plan.



PLAN CONDITIONALLY APPROVED
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ENLARGED KITCHEN FLOOR PLAN

$$\|\sigma\| = 1$$

- [illegible]

[illegible]

PLAN CONDITIONALLY APPROVED

No Violations of this Plan is Permitted without the Approval of its Plan Exam and its Municipal Planning Department. See Plan Review Letter monthly.

Noted by additional conditions that must be satisfied during construction prior to inspection.

Re-view Type _____ Address & Occupancy History Clerk _____

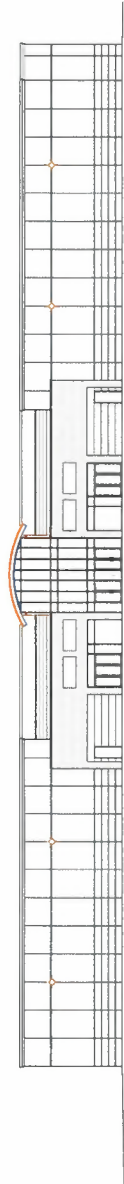
Approved By _____ Date: 04/20/2024

Existing Showtime Cinema Alteration for
 SALAM PRIVATE HIGH SCHOOL
 8910 S. Linden Street
 Franklin, WI 53132

05-23-26
 04-08-26

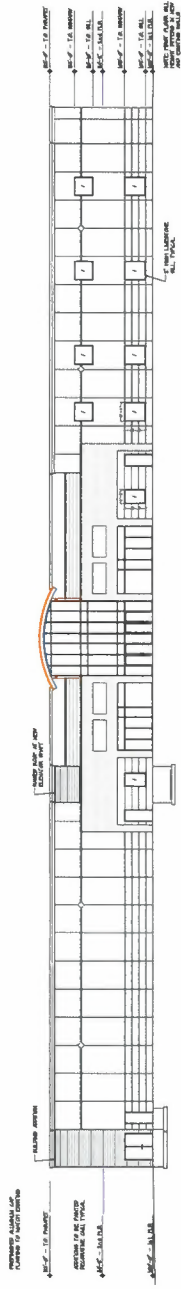
NORTH & EAST
 ELEVATIONS

A3.1



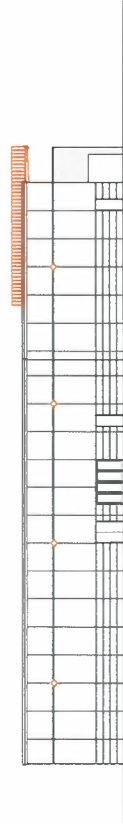
EXISTING NORTH ELEVATION

1/4" = 1'-0"



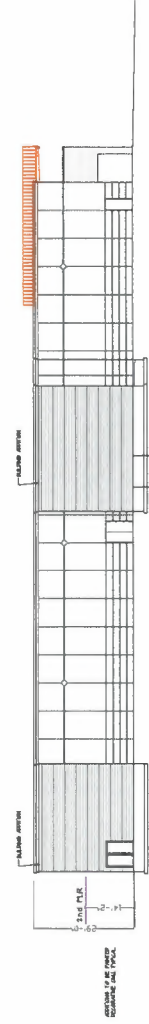
PROPOSED NORTH ELEVATION

1/4" = 1'-0"



EXISTING EAST ELEVATION

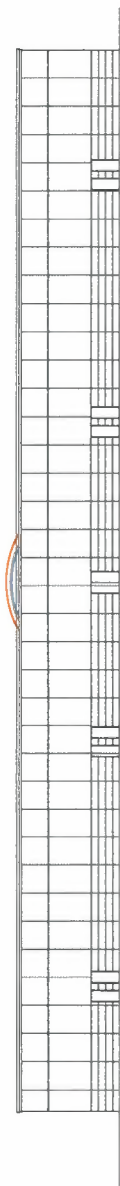
1/4" = 1'-0"



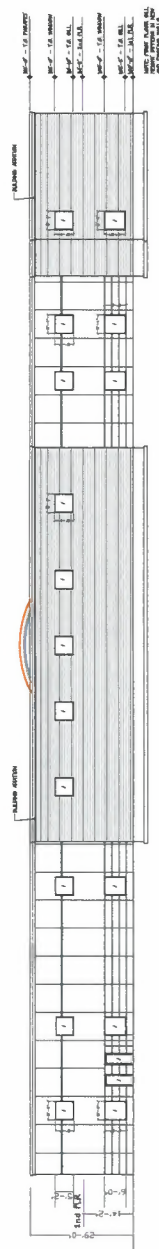
PROPOSED EAST ELEVATION

1/4" = 1'-0"

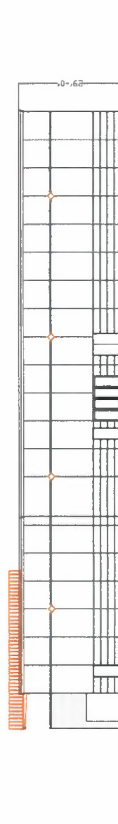
PLAN CONDITIONALLY APPROVED
 The following is a copy of the Plan as presented to the City of Milwaukee Planning Department. It is not a final plan and is subject to change without notice. The City of Milwaukee Planning Department is not responsible for the accuracy of the information provided in this plan. The City of Milwaukee Planning Department is not responsible for the accuracy of the information provided in this plan. The City of Milwaukee Planning Department is not responsible for the accuracy of the information provided in this plan.



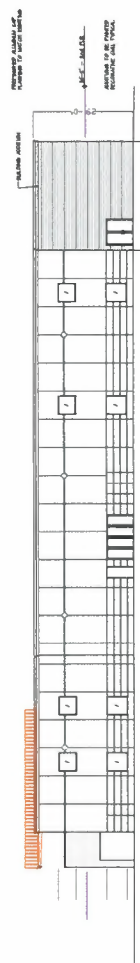
EXISTING SOUTH ELEVATION

$$\overline{\phi - j} = \overline{j}^T$$


PROPOSED SOUTH ELEVATION

$$\overline{\rho - 1} = \frac{1}{n}$$


EXISTING WEST ELEVATION

$$\overline{I_n} = I - \sigma$$


PROPOSED WEST ELEVATION

$$\rho_{-1} = \frac{1}{\tau}$$

PLAN CONDITIONALLY APPROVED

No Variation of this Plan is Permitted without the Approval of E. Plan Exam and the Municipal Building Inspection Department. See Plan Review Order and Permit for existing conditions prior to inspection during construction phase in inspection.

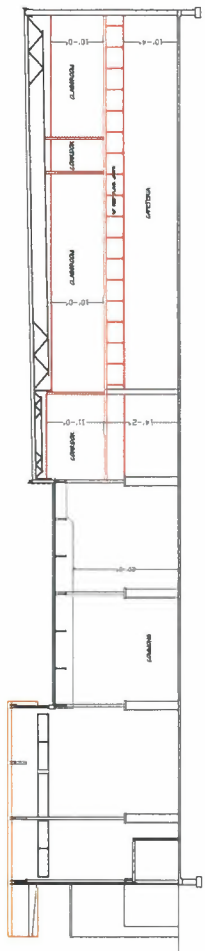
Review Type Building & Structural Systems Check

Approved By _____ Date 04/23/2025

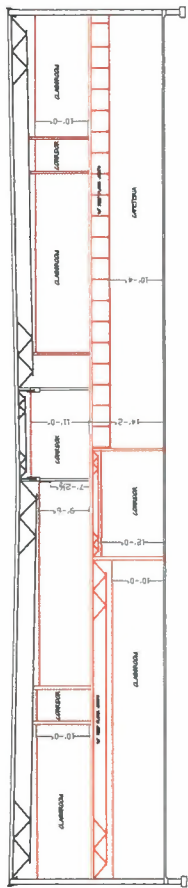
Existing Showtime Cinema Alteration for
 SALAM PRIVATE HIGH SCHOOL
 830 S Grand Street
 Franklin, WI 53132

03-23-26
 04-05-26

BUILDING
 SECTIONS
A3.3



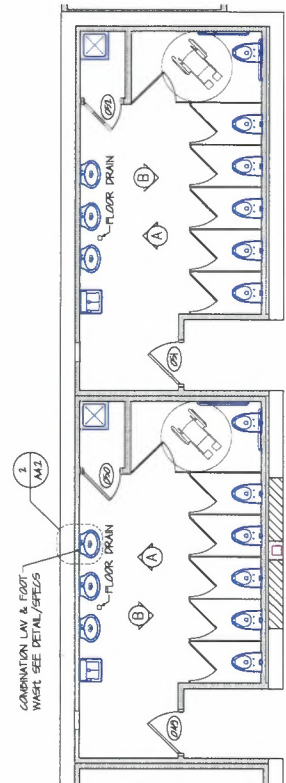
FULL BUILDING SECTION THROUGH COMMONS - NEW FLOOR & CEILING HEIGHTS
 $\frac{1}{8"} = 1'-0"$



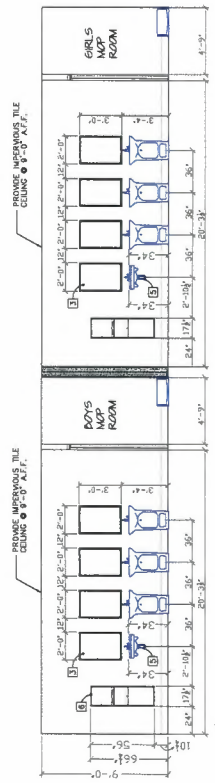
FULL BUILDING SECTION THROUGH CLASSROOMS - NEW FLOOR & CEILING HEIGHTS
 $\frac{1}{8"} = 1'-0"$

PLAN CONDITIONALLY APPROVED
 Not Validating of Code, Prior to Permitting without the
 Approval of the City of Milwaukee Department of
 Inspection Department. See City of Milwaukee
 Department of Inspection Department for more
 information regarding construction plans for the building.
 Approved By:  Date: 05/20/2026

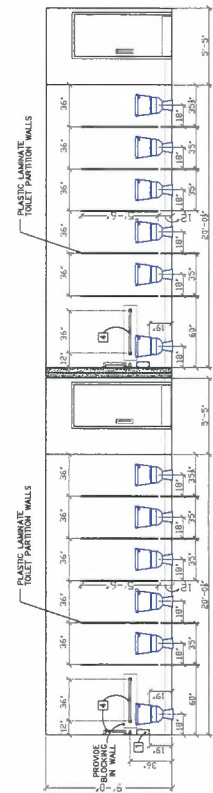
Existing Showtime Cinema Alteration for
 SALVAY PRIVATE HIGH SCHOOL
 8910 S 12nd Street
 Franklin, WI 53126



1 BOYS & GIRLS TOILET ROOM 1/E - TOILET ROOMS 2/E SIMILAR
 1" = 1'-0"



A INTERIOR ELEVATION OF FIXTURE WALL



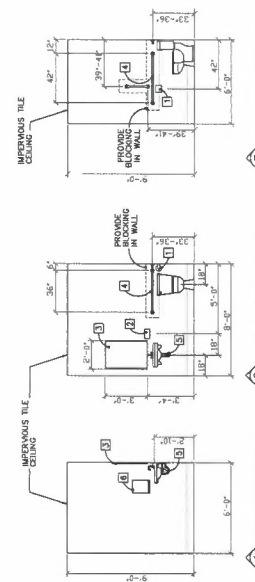
B INTERIOR ELEVATION OF FIXTURE WALL

TOILET ACCESSORIES SCHEDULE					1
Mark	Qty	Item	Manufacturer & Model No.	Mounting Height	Remarks
1	1	TOILET PAPER DISP.	AS 0263-1	TOP 1.5" BELOW GRAB BAR	
2	1	SOAP DISP.	AS 0542A	38" TO BOTTOM OF UNIT	
3	1	MIRROR	AS 0540 (24x30)	40" TO BOTTOM OF UNIT MAX	
4	1	SAFETY COVERS	Top Wash by Broco Products, Inc.	ON EXPOSED PIPING	
5	1	SAFETY COVERS	Top Wash by Broco Products, Inc.	ON EXPOSED PIPING	
6	1	PAPER TOWEL DISP.	AS 0210	68.25" TO TOP OF UNIT	

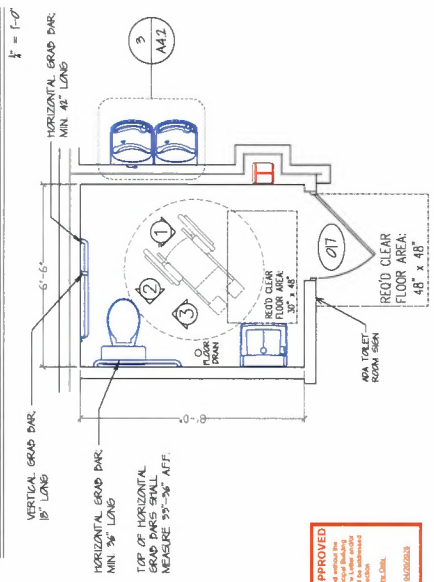
ACCESSORY REQUIREMENTS
 ALL TOILET ROOMS REQUIRED TO BE ACCESSIBLE SHALL CONFORM TO THE ACCESSIBILITY REQUIREMENTS OF FEDERAL ADA LAWS AND STATE BUILDING CODES, INCLUDING THE PROPOSED CLEARANCE SCHEDULE. ALL TOILET SHALL HAVE LEVER TYPE HANDLE OR PUSH/PULL MECHANISM.

UNISEX TOILET ACCESSORIES SCHEDULE					1
Mark	Qty	Item	Manufacturer & Model No.	Mounting Height	Remarks
1	1	TOILET PAPER DISP.	AS 0263-1	TOP 1.5" BELOW GRAB BAR	
2	1	SOAP DISP.	AS 0542A	38" TO BOTTOM OF UNIT	
3	1	MIRROR	AS 0540 (24x30)	40" TO BOTTOM OF UNIT MAX	
4	1	SAFETY COVERS	Top Wash by Broco Products, Inc.	ON EXPOSED PIPING	
5	1	SAFETY COVERS	Top Wash by Broco Products, Inc.	ON EXPOSED PIPING	
6	1	PAPER TOWEL DISP.	AS 0210	68.25" TO TOP OF UNIT	

ALL TOILET ROOMS REQUIRED TO BE ACCESSIBLE SHALL CONFORM TO THE ACCESSIBILITY REQUIREMENTS OF FEDERAL ADA LAWS AND STATE BUILDING CODES, INCLUDING THE PROPOSED CLEARANCE SCHEDULE. ALL TOILET SHALL HAVE LEVER TYPE HANDLE. ALL FIXTURES TO HAVE LEVER/HANDLE TYPE HANDLES FOR OPERATION.



TYPICAL UNISEX TOILET ROOM



2 TYPICAL UNISEX TOILET ROOM
 1" = 1'-0"

ALL WALLS OF TOILET ROOM TO HAVE SMOOTH, NABD, NON-ABSORBENT SURFACE TO 4'-0" AFF. MIN. CEILING TILE TO BE IMPERVIOUS VINYL COATED LAY IN TILE.

PLAN CONDITIONALLY APPROVED
 This Variation of this Plan is Permitted without the need for a formal revision, provided the project is not submitted for final review until the project is approved by the client. The client is responsible for ensuring that the project is approved by the client.

SEE FLOOR PLAN FOR LOCATIONS



FRONT VIEW



FRONT VIEW



SIDE VIEW

ELKAY MODEL E200-SSC
TWO THERM WATER COOLER

SINGLE FIXTURE
DRINKING FOUNTAIN

③ DRINKING FOUNTAIN DETAILS

1" = 1'-0"



WuduWash Final Level 2.0 Specification Imperial & Metric
Product Code: WW-CER05

Product Description:

Our WuduWash paradise is perfect for all commercial establishments. With an integrated seat, saving space, along with a splash resistant design look no further when coming to install this product in your local mosque, school, hospital, office, prison and leisure venues.

Weight & Size:

Basin size 610x450x85mm
GW: 50KG

Product Includes:

- Dual level wudu basin lip
- Upper basin mixer tap
- Lower basin (customized) mixer tap
- Drainage pipes
- Drainage traps
- Drainage pipes 1/2" x 1/2"
- Drainage traps 1/2" x 1/2"
- Drainage pipes 1/2" x 1/2"
- Drainage traps 1/2" x 1/2"

PLEASE NOTE: We recommend you use your own standard pipe work depending on where the unit is going / if an external pipe is required for the unit to connect with a member of our team for more information.

Material

- High Quality Ceramic

Colors Available:

- White
- Gloss Black
- Matt Black
- Gold

Frequent Areas of Installation:

- Residential / Commercial Building
- Mosque
- Villa
- Hotel
- Hospital
- Mall
- School

Product Features:

- High quality acrylic material
- Integrated seat, ideal for a public wash
- Easy & quick installation
- "Watch-it And Wait-Our" Through the Floor (5" Trap)
- Accommodates both Children & Adults
- New water saving design
- Regulated Water Appliance
- Easy to clean
- Designed together with WuduWash Taps to ensure splash resistant.

The information in this specification sheet reflects the current technical specifications as of the time of print. We reserve the right to change the information without notice. All dimensions are in millimeters (mm) unless otherwise stated. Images and symbols are the exclusive property of WuduWash Limited. WuduWash Limited accepts no liability for loss or damage caused by incorrect interpretation. Any reproduction or dissemination or modification of any part of this specification sheet without the prior written permission has been granted by WuduWash Limited.



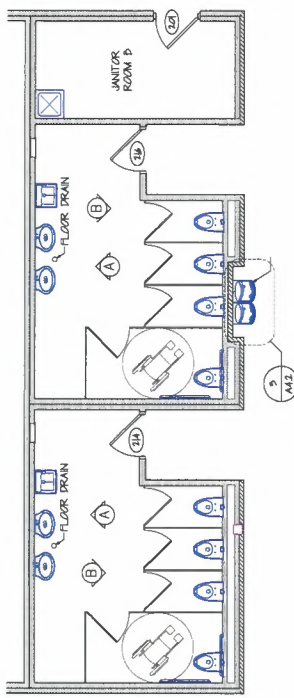
WuduWash
INFO@WUDUWASH.COM • (+44) 333 577 0513

② COMBINATION LAV SINK & FOOT WASH SPECS

PLAN CONDITIONALLY APPROVED
Approved as of 21st June 2023 and the following conditions apply:
Approved by: [Signature] Date: 22/06/2023
Reviewed by: [Signature] Date: 22/06/2023

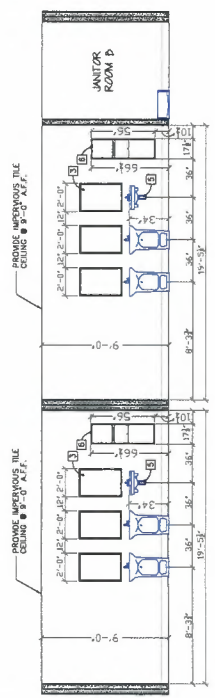
STACK DESIGN GROUP
ARCHITECTURE
413 NORTH SECOND STREET
MILWAUKEE, WI 53203-3111
414-878-8831 Fax: 414-324-4824
stackgroup@aol.com

Existing Showtime Cinema Alteration for
SLAM PRIVATE HIGH SCHOOL
8910 S 12nd Street
Franklin, WI 53122

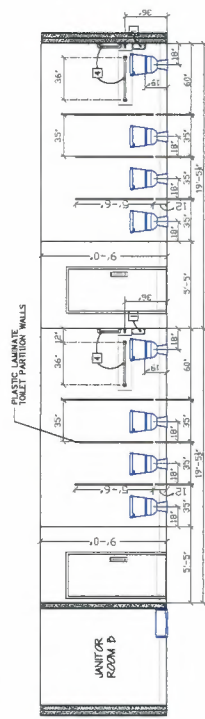


① BOYS & GIRLS TOILET ROOM 2/W

1" = 1'-0"



① INTERIOR ELEVATION OF FUTURE WALL



② INTERIOR ELEVATION OF FUTURE WALL

TOILET ACCESSORIES SCHEDULE

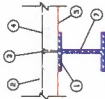
Mark	Qty	Item	Manufacturer	Mounting	Remarks
1	1	TOILET PAPER DISP.	ASI 0283-1	TOP 15" BELOW GRAB BAR	
2	1	SOAP DISP.	ASI 0540 (24x30 MM)	36" TO BOTTOM OF UNIT	
3	1	MIRROR	ASI (SEE INTERIOR ELEVATIONS)	40" TO BOTTOM OF UNIT	
4	3	GRAB BARS	ASI (SEE INTERIOR ELEVATIONS)	36" TO CENTER OF FRONT BAR	42" x 36" x 1/2" VERT.
5	1	TOILET PAPER DISP.	ASI 0283-1	60" TO TOP OF UNIT	WHITE DOOR - WHITE

ACCESSIBILITY REQUIREMENTS

ALL TOILET ROOMS REQUIRED TO BE ACCESSIBLE SHALL CONFORM TO THE ACCESSIBILITY REQUIREMENTS OF FEDERAL ADA LAWS AND STATE BUILDING CODES. INCLUDES OF THE PROVIDED CLEARANCE DIAGRAMS. ALL DOORS SHALL HAVE LEVER TYPE HANDLE OR PUSH/PULL HARDWARE.

Design No. N634

Eurochild Books Reading - 1, 1-1/2 and 3 Mo. (film from 7)



UL ASSEMBLY X576
(2) LAYERS TYPE X $\frac{5}{8}$ GYPSUM
WALL BOARD COLUMN COVER.
NOTE: USE METAL CORNER BEAD

COLUMNS TO BE WRAPPED IN GYPSUM WALL BOARD PER UL ASSEMBLY OR ENCASED IN MASONRY FOR REQUIRED FIRE PROTECTION. SEE FLOOR PLAN FOR WHERE EACH OPTION IS APPLICABLE.

1. Steel Beams shall be *Free* of dirt, loose scale and oil. Beams shall be primed with a metal alloy paint and covered with a thickness of 2 mil.
2. Normal Weight Concrete: Compressive strength Min. 3000 psi. Either cast-in-place or precast concrete. Cast-in-place concrete thickness shall be 4 in. with a top reinforcement of #4. Min. concrete thickness shall be 4 in. with a top reinforcement of #4. Steel floor and form walls 2-1/2 in.
3. *Sheet Concrete*-(Optional) Slabs, 3/4 in. Cast needed type or variations through the steel floor and beam to the top floor units.
4. *Welded Wire Fabric*-6x6-10/10 SWG
5. *Steel Pipe* Holes-1-1/2, 2, 3 or 4 in. deep fluted units, welded to beam.
6. *Mineral Wool Insulation*-(not shown) - Min. 4" deep mineral wool insulation between the floor and ceiling joists, and completely filling the spaces between the fluted units and the top flange of the beam. Mineral wool is not required when the top surface of the beam is protected with intumescent coating at the same thickness shown in the table in Item 7.
7. *Mastic and Intumescent Coatings*-In accordance with the just applied in manufacturer's instructions at the table below. The thickness shown below includes the primer. (a) is used the top surface of the beam need not be protected

7. **Mastic and Inherent Coatings**—
Coating spray or brush applied in accordance with the manufacturer's instructions at the min dry thickness as shown in the table below. The thickness shown below includes the primer thickness. When mineral wool (len 6) is used, the top surface of the beam need not be protected

Urethane-Modified Resins		Methacrylate Dry Thickness	
Resin	Wt %	sub	mg
Wt 24	0.79	31	0.84
Wt 24	0.79	59	1.46
Wt 24	0.79	90	2.67

Epoxy-Modified Resins		Methacrylate Dry Thickness	
Resin	Wt %	sub	mg
Wt 24	0.79	35	0.88
Wt 24	0.79	35	0.88
Wt 24	0.79	40	1.39

ISOLATE INTERNATIONAL - type
Sprayflin-VB 5 and Type VB 5,
Investigated for Interior Conditioned
Space and Interior General Purpose.

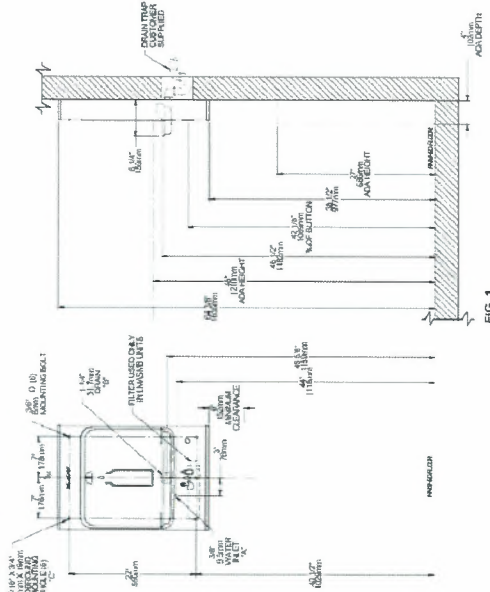
Reaching the U.S. Classification Mark

SPRAY FIRE PROTECTION RATINGS (PER IBC TABLE 601)

PRIMARY STRUCTURAL FRAMES:	1	HOUR
EXTERIOR BEARING WALLS:	2	HOUR
INTERIOR BEARING WALLS:	1	HOUR
NON-BEARING PARTITIONS:	0	HOUR
FLOOR SYSTEM:	1	HOUR
ROOF CONSTRUCTION:	1	HOUR

SPRAY APPLIED FIREPROOFING TO COMPLY WITH UL ASSEMBLY SPECIFICATIONS AND MEET ASTM E119, ASTM E76 & ASTM E605.
BOND STRENGTH SHALL BE 150 PSF

A5.1



55

LEGEND:
A = RECOMMENDED WATER SUPPLY LOCATION - 1/2" IPS MAXIMUM PIPE SIZE. SERVICE STOP VALVE NOT FURNISHED
B = RECOMMENDED WASTE LOCATION. WASTE SHOWN IN WALL BUT MAY BE BEHIND WALL.
OUTLET 1-1/4" D.D. (TRAP NOT FURNISHED)
C = 1/16" X 3/4" OBROUND MOUNTING HOLES FOR FASTENING BACKPLATE TO WALL.

WATER BOTTLE FILLER INSTALLATION DETAILS

DIVISION 4 - GENERAL REQUIREMENTS

THESE DRAWINGS ARE SCOPE DOCUMENTS MONITORING THE GENERAL PROJECT DESIGN CONCEPT, MEASUREMENTS OF THE PROJECT, MAJOR ARCHITECTURAL ELEMENTS, AND BASIC ORGANIZATION OF MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS. AS SCOPE DOCUMENTS, THESE DRAWINGS DO NOT NECESSARILY PRESENT OR RESOLVE ALL MATERIALS OR WORK REQUIRED FOR FULL COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE ALL WORK REQUIRED FOR FULL COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE ALL ITEMS REQUIRED FOR PROPER EVALUATION AND COMPLETION OF THE PROPOSED PROJECT. THE ITEMS "PROHIBIT" SHALL MEAN TO FURNISH AND INSTALL. THE CONTRACTOR IS NOT RESPONSIBLE FOR THE FAILURE OF THE CONTRACTOR TO OBTAIN NECESSARY PERMITS OR TO SUPPLY REQUIRED MATERIALS FOR PROPER COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PERFORMANCE OF THE PROJECT. THE CONTRACTOR AGREES TO MAINTAIN CONSTRUCTION OF THE PROJECT IN ACCORDANCE WITH THESE DOCUMENTS.

REASONABLE EFFORTS ARE MADE TO PROVIDE ACCURATE AND CORRECT INFORMATION. THE PURCHASER, HOWEVER, MAY OBTAIN INACCURATE OR DEFECTIVE MATERIALS. NO REPRESENTATION IS MADE ABOUT THE ADEQUACY, RELIABILITY, OR COMPLETENESS OF THESE DRAWINGS. THE PURCHASER SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL DIMENSIONS AND TOLERANCES SHOWN ON ANY SECTION IN THESE DRAWINGS MEET APPLICABLE CONDITIONS AND STANDARDS. IT IS THE RESPONSIBILITY OF THE CONTRACTORS TO VERIFY ALL LISTED CONDITIONS. THE MEASUREMENTS ON THESE DRAWINGS ARE NECESSARILY APPROXIMATE FOR THE PURPOSE OF MATERIAL ESTIMATES AND ARE NOT SCALE DRAWINGS. EACH CONTRACTOR IS REQUIRED TO VERIFY ALL DIMENSIONS WITH THE ACTUAL CONDITIONS AND TO RESORT ANY DISCREPANCIES IN WRITING TO THE ARCHITECT IMMEDIATELY UPON DETECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE BEST QUALITY OF MATERIALS AND WORK.

CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED TO PERFORM THE WORK UNLESS SPECIFIED OTHERWISE BY OWNER OR ARCHITECT. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR STORAGE AND CARE OF HIS OWN MATERIALS AND WORK, AND FOR PROPERLY REMOVING HIS DEBRIS FROM THE JOB SITE. GENERAL CONTRACTOR SHALL PROVIDE FOR ALL SITE DEMOLITION AND DEBRIS REMOVAL REQUIRED TO PERFORM NEW CONSTRUCTION. WILL ADEQUATELY MAINTAINING THE PREMISES AND ADEQUATE PREPARATION TO ENSURE COMPLIANCE AND SECURITY. CONTRACTOR(S) SHALL COORDINATE THE PROPER TRANSPORTATION AND STORAGE OF THEIR BUILDING MATERIALS ON THE SITE TO AVOID THE OVERLOADING OF DOCKING ROOPS AND FLOORS.

CONTRACTORS INSTALLING PILES, PILES AND CAISONS WILL BE REQUIRED TO DO ALL CUTTING AND PATCHING IN CONNECTION WITH THEIR WORK, INCLUDING EXCAVATION AND DESIGN. THE OWNER WILL ASSUME NO RESPONSIBILITY FOR THE COST OF CHANGES OR EXTRA WORK NECESSARY BY THE FAILURE OF TRADES TO COORDINATE THEIR WORK DURING CONSTRUCTION.

WHERE APPLICABLE, EACH CONTRACTOR SHALL CONSTRUCT PHYSICAL BARRIERS AROUND AREAS UNDER CONSTRUCTION AS REQUIRED TO ENSURE GENERAL PUBLIC AND PERSONAL SAFETY. CONTRACTOR(S) SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. CONTRACTOR(S) SHALL BE RESPONSIBLE FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT. ALL WORK SHALL BE COMPLETED USING PRACTICES GENERALLY USED AND APPROVED BY THE CONTRACTING AGENCY.

ALL WORK SHALL BE WARRANTED AND GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL PAYMENT. WARRANTY/GUARANTEE TO BE PROVIDED BY THE CONTRACTOR THAT PERFORMED THE WORK OR SUPPLIED THE MATERIAL, SHOULD ANY DEFECTS DEVELOP IN THE WORK WITHIN THE SPECIFIED PERIOD DUE TO FAULTS IN MATERIAL AND/OR WORKMANSHIP, CONTRACTOR IS TO CORRECT DETECTIVE WORK AS APPROVED AT NO EXTRA COST TO OWNER.

THE CONTRACT AND SUBCONTRACT AWARD'S SHALL PROVIDE COMPLETE WORKING MECHANICAL ELECTRICAL AND PLUMBING SYSTEMS COMMEMORATE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES.

WHEN WALLS ARE TO BE "ALIGNED", THE ALIGNMENT OF SUCH WALLS IS TO THE OUTSIDE FINISHED SURFACE, SUCH AS DRYWALL SURFACE. ALL DIMENSIONS SHOWN ARE TO FINISH FACE OF WALL UNLESS NOTED OTHERWISE.

DIMENSIONS AND NOTES FOR A GIVEN CONDITION ARE TYPICAL FOR ALL SIMILAR CONDITIONS UNLESS NOTED OTHERWISE.

ALL STUDS SHALL BE SPACED TO AVOID INTERFERENCE WITH PLUMBING, ELECTRICAL WORK ETC. HANGER IN NO CASE SHALL THE SPACING OF MEMBERS EXCEED 6' 0" UNLESS NOTED OTHERWISE ON THE DRAWINGS. WHERE NEW WORK ADJACENT TO EXISTING WORK SHALL BE PROPERLY INTEGRATED WITH THE EXISTING TO ENSURE UNIFORM APPEARANCE. ALL REPAIR WORK REQUIRED TO CORRECT WORK SHALL BE PERFORMED BY THE CONTRACTOR - PROVIDED ALL NECESSARY CUTTING, FITTING AND PATCHING. CONTRACTOR SHALL FURNISH ALL NECESSARY LABOR AND MATERIALS FOR THIS WORK.

ALL WORK REQUIRING SPECIAL DETAILING, AND NOT DETAILED ON THE DRAWINGS, SHOULD BE
SUBMITTED TO THE ATTENTION OF THE ARCHITECT AND OWNER

CONTRACTORS) ARE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND SHALL COOPERATE WITH ALL TRACES TO AVOID INTERFERENCE TO PRESERVE MAXIMUM HEADROOM AND AVOID OBSTRUCTIONS. THE ARCHITECT HAS NO CONTRACTUAL DUTY TO CONTROL MEANS AND METHODS OF THE WORK NOR TO PROVIDE JOB SITE SUPERVISION, ENSURE SAFETY OR CONSTRUCTION MANAGEMENT AND DOES NOT VOLUNTARILY ASSUME ANY SUCH

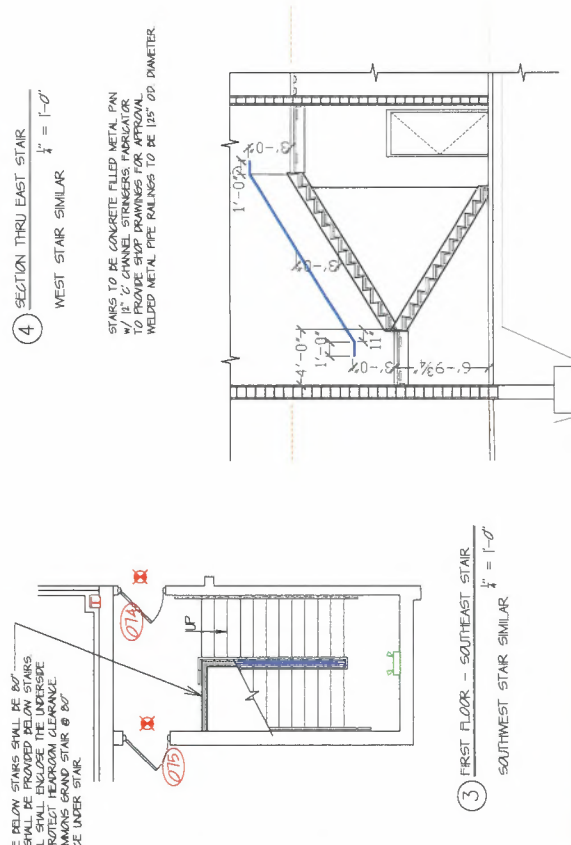
PLAN CONDITIONALLY APPROVED

No Variation at this Plan is Permitted without the Approval of the Plans Examining Department. No Variation at this Plan is Permitted without the Approval of the Plans Examining Department. No Variation at this Plan is Permitted without the Approval of the Plans Examining Department.

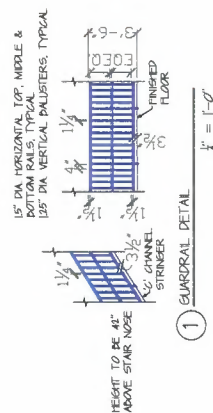
For additional conditions that must be addressed during construction prior to re-connection.

Review Type: Buildings & Mechanical Plans Only

Approved By: _____ Date: 04/02/2028



③ FIRST FLOOR - SOUTHEAST STAIR $\frac{1}{4}'' = 1'-0''$
SOUTHWEST STAIR SIMILAR



PLAN CONDITIONALLY APPROVED

No Variation of this Plan is Permitted without the Approval of the Plan Exam and the Municipal Building Inspection Department. See Revised and Updated Permit to Construct Manual for details on how to obtain a Permit to Construct prior to inspection.

Review Type Business & Structures Review Only Date 04/02/2018

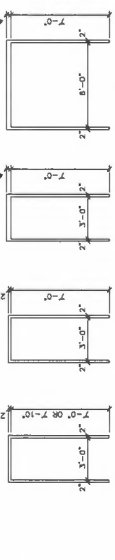
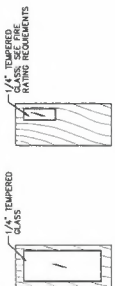
Approved By _____

DOOR SCHEDULE

DOOR NUMBER	DOOR LOCATION	DOORS			FRAME			LABEL	HOW SET	REMARKS
		TYPE	WIDTH	HEIGHT	FINISH	MAT'L	TYPE	MATERIAL	FINISH	
001	OUTER MAIN WEST	A	010'-0"	7'-0"	ANODIZED	ALUM/BLAS	A	ALIA	ANODIZED	GLASS, THERMALLY MODIFIED, FURNI. IMPVING DET
002	OUTER MAIN WEST	A	010'-0"	7'-0"	ANODIZED	ALUM/BLAS	A	ALIA	ANODIZED	GLASS, THERMALLY MODIFIED, FURNI. IMPVING DET
003	INNER MAIN WEST	A	010'-0"	7'-0"	ANODIZED	ALUM/BLAS	A	ALIA	ANODIZED	GLASS, THERMALLY MODIFIED, FURNI. IMPVING DET
004	INNER MAIN WEST	A	010'-0"	7'-0"	ANODIZED	ALUM/BLAS	A	ALIA	ANODIZED	GLASS, THERMALLY MODIFIED, FURNI. IMPVING DET
005	OUTER MAIN EAST	A	010'-0"	7'-0"	ANODIZED	ALUM/BLAS	A	ALIA	ANODIZED	GLASS, THERMALLY MODIFIED, FURNI. IMPVING DET
006	OUTER MAIN EAST	A	010'-0"	7'-0"	ANODIZED	ALUM/BLAS	A	ALIA	ANODIZED	GLASS, THERMALLY MODIFIED, FURNI. IMPVING DET
007	INNER MAIN EAST	A	010'-0"	7'-0"	ANODIZED	ALUM/BLAS	A	ALIA	ANODIZED	GLASS, THERMALLY MODIFIED, FURNI. IMPVING DET
008	WYTHE	A	5'-0"	7'-0"	ANODIZED	ALUM/BLAS	A	ALIA	ANODIZED	GLASS
009	RESEP GLAZED	A	5'-0"	7'-0"	ANODIZED	ALUM/BLAS	A	ALIA	ANODIZED	GLASS
010	PERKALA	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
011	OFFICE CARBON	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
012	OFFICE ROOM MAIN	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
013	OFFICE ROOM MAIN	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
014	CONFERENCE ROOM	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
015	ASSISTANT PRINCIPAL	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
016	COMT ROOM	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
017	MAIN HALL	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
018	LABORATORY A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
019	LABORATORY B	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
020	TEACHERS LUNAR A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
021	TEACHERS LUNAR B	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
022	STAFF OFFICE	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
023	OFFICE ASSISTANT PRINCIPAL	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
024	LABORATORY A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
025	LABORATORY B	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
026	TEACHERS LUNAR A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
027	TEACHERS LUNAR B	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
028	STAFF OFFICE	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
029	OFFICE ASSISTANT PRINCIPAL	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
030	LABORATORY A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
031	LABORATORY B	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
032	TEACHERS LUNAR A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
033	TEACHERS LUNAR B	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
034	STAFF OFFICE	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
035	OFFICE ASSISTANT PRINCIPAL	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
036	LABORATORY A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
037	LABORATORY B	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
038	TEACHERS LUNAR A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
039	TEACHERS LUNAR B	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
040	STAFF OFFICE	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
041	OFFICE ASSISTANT PRINCIPAL	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
042	LABORATORY A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
043	LABORATORY B	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS
044	TEACHERS LUNAR A	D	5'-0"	7'-0"	ANODIZED	STAN	D	102 MIL MIL	PANT	GLASS

DOOR NUMBER	DOOR LOCATION	DOORS			FRAME MATERIAL	FINISH	TYPE	LABEL	HOW SET	REMARKS	
		TYPE	SIZE HEIGHT	THICK							
060	ENTR STAIR EXT A	C	5'-0"	7'-0"	1-3/4"	PANT	C	NEL. WTL	PANT	GLUED, FIBR DIT, AIR HOVING	
061	ENTR VESTIBL	D	5'-0"	7'-0"	1-3/4"	NEL. WTL	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT	
062	ATLNTIC DRT A	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
063	ATLNTIC DRT B	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
064	ATLNTIC DRT C	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
065	ATLNTIC DRT D	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
066	065 DRESSING	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
067	UNED TOILET F	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	C	NEL. WTL	PANT	TRAC SPNS GLUED, PRNLY LAA
068	065 DRESSING	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	TRAC SPNS GLUED, PRNLY LAA
069	ATLNTIC ACCUSE	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED
070	070	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED
071	071	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED
072	072	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
073	073	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
074	074	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
075	075	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
076	076	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
077	077	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
078	078	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
079	079	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
080	080	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
081	081	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
082	082	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
083	083	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
084	084	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
085	085	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
086	086	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
087	087	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
088	088	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
089	089	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
090	090	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
091	091	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
092	092	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
093	093	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
094	094	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
095	095	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
096	096	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
097	097	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
098	098	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
099	099	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT
100	100	D	5'-0"	7'-0"	1-3/4"	WOOD	STAN	D	NEL. WTL	PANT	GLUED, THERSLS, WATERSTP, FURT BAYING DIT

1/4" TEMP.
GLASS; 1" THICK
THERMALPANE

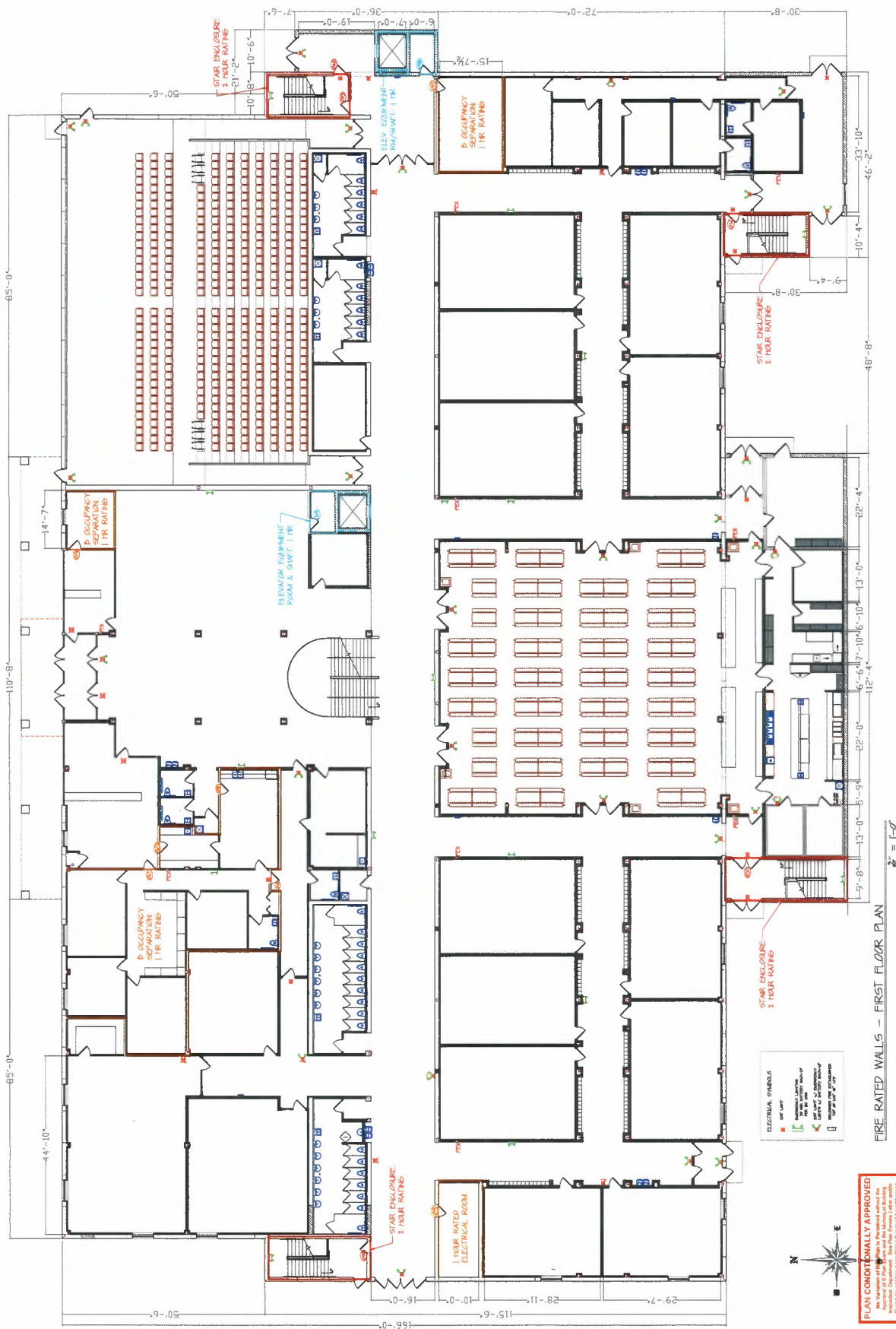


SEE SHEET A6.1 FOR DOOR HARDWARE NOTES

BUILDING IS FULLY SPRINKLERED
CLASSROOM CORRIDORS ARE NOT REQUIRED TO BE RATED PER IDC TABLE 10702.2

TABLE 10.30 CORRELATION COEFFICIENT RATING

[illegible][illegible][illegible][illegible]



PLAN CONDITIONALLY APPROVED

No Variation of this Plan is Permitted without the Approval of E Plan Review and the Municipal Building Inspection Department. See Plan Review (a) or (b) Permit for additional conditions that must be addressed during construction prior to inspection.

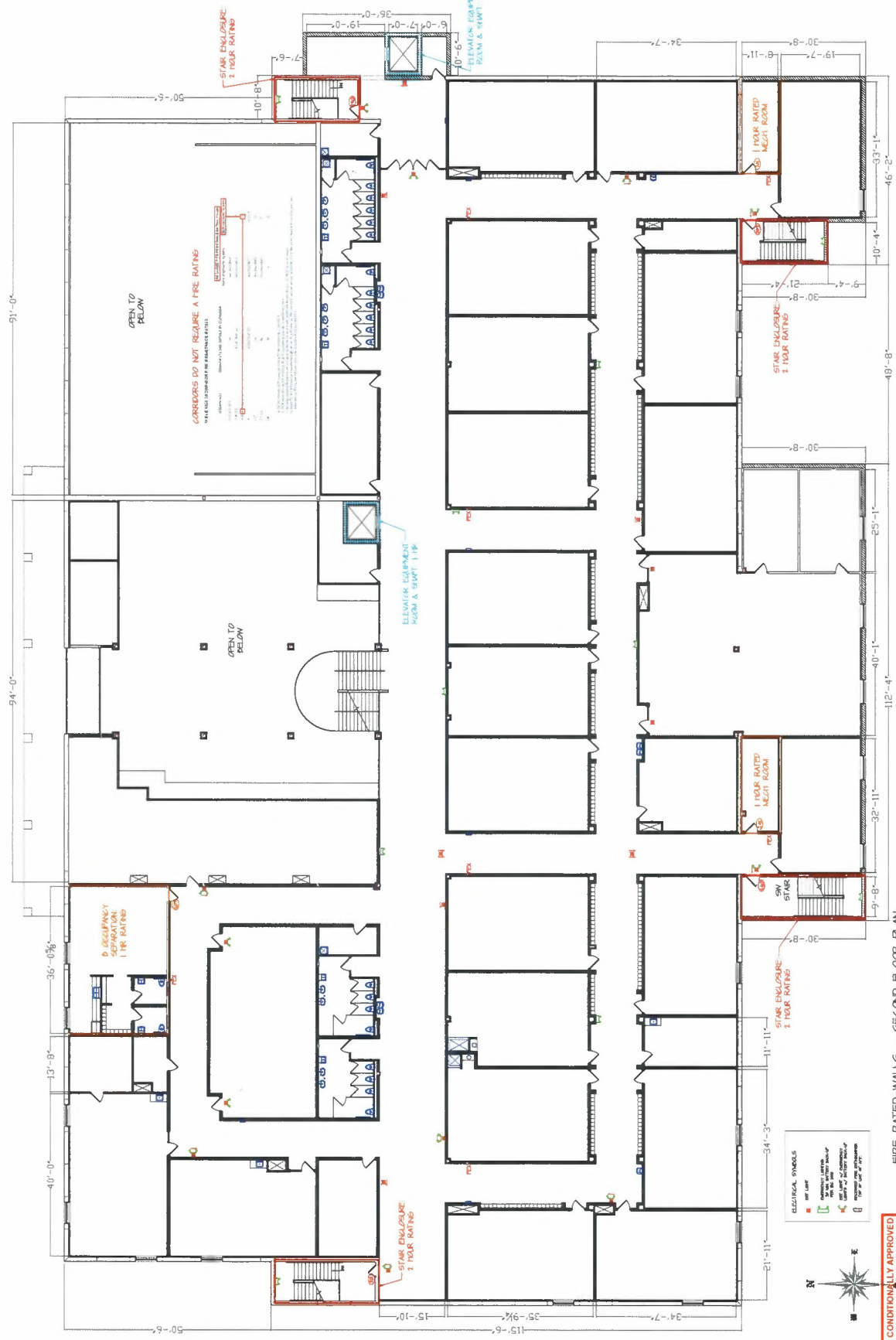
Permit Type: **Barriers & Structures Review Only**

Approved By _____ Date 04/20/2025

Existing Showtime Cinema Alteration for
 SALAM PRIVATE HIGH SCHOOL
 8910 S 102nd Street
 Franklin, WI 53122

02.23.20
04.06.20

UPPER LEVEL
 FIRE WALLS
A8.2



FIRE RATED WALLS - SECOND FLOOR PLAN

PLAN CONDITIONALLY APPROVED
 Approved by: [Signature]
 Date: 02/23/2020
 Approved by: [Signature]
 Date: 02/23/2020



STACK DESIGN GROUP
413 NORTH SECOND STREET
MILWAUKEE, WI 53203-2111
414-487-8833 Fax: 414-224-8844

ARCHITECTURE
413 NORTH SECOND STREET
MILWAUKEE, WI 53203-2111
414-487-8833 Fax: 414-224-8844

EXISTING Showtime Cinema Alteration for
SALON PRIVATE HIGH SCHOOL
Franklin, WI 53192

DESIGN CRITERIA
GENERAL NOTES

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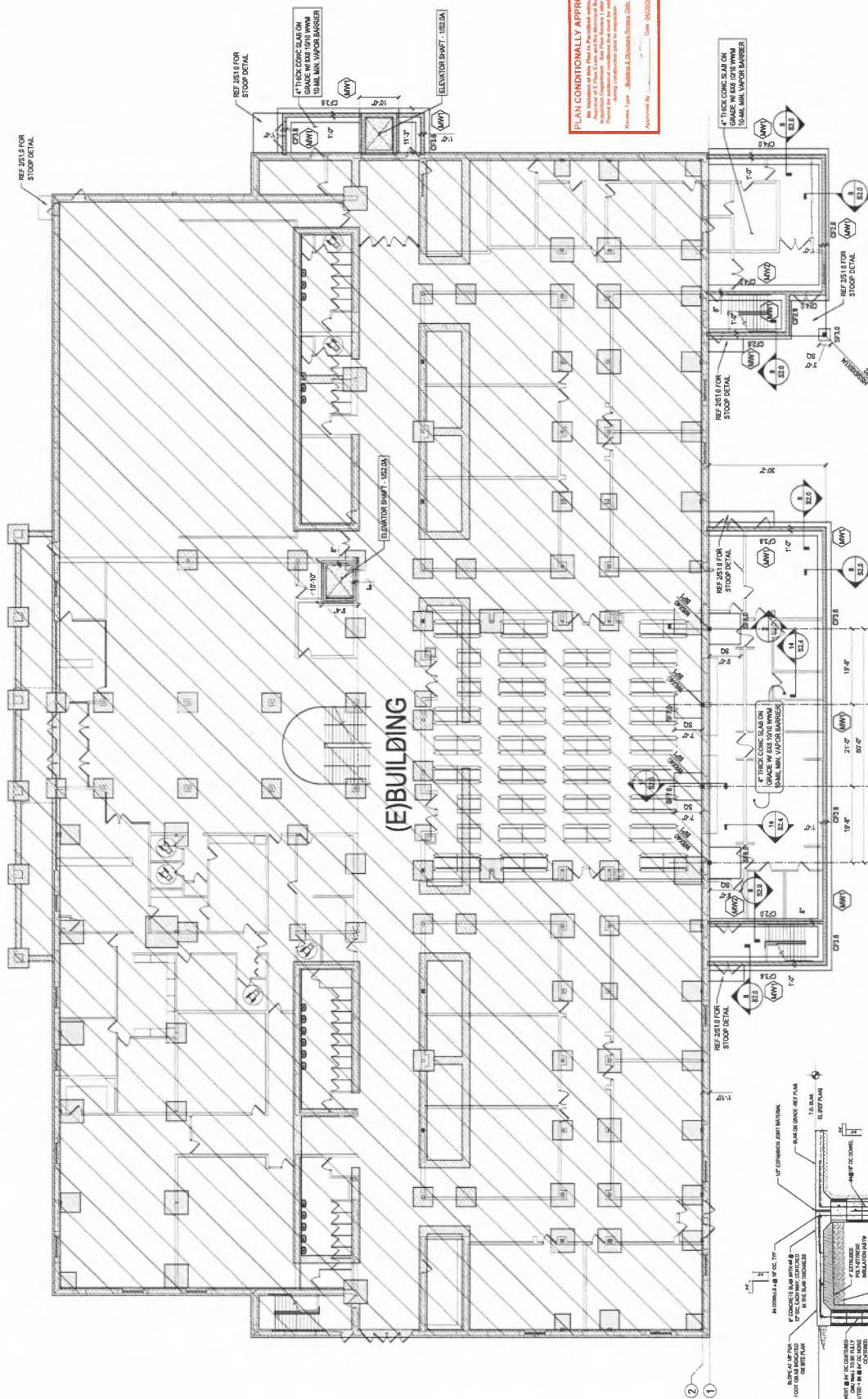
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GENERAL NOTES

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DESIGN CRITERIA
GENERAL NOTES

DESIGN CRITERIA
GENERAL NOTES



PLAN CONDITIONALLY APPROVED

The Verification of this Plan is Permitted without the Approval of E-Plan Exams and Plan Managers in the Inspection Department. See Plan Number 1 after another Permit for additional conditions that must be addressed during Construction prior to inspection.

Review 1 year. Buildings & Mechanics Division Office.

Approved By _____ Date 04/25/2023

FOUNDATION PLAN

CUT WALL REINFORCING SCHEDULE - PARTIALLY GRAUTED				REMARKS
1.60	MAXIMUM HEIGHT	BAR SIZE AND SPACING EACH MAT	NOTES	
1	VERTICAL	HORIZONTAL #6		
1M1	12"	6# @ 32" OC	6# @ 32" OC	SINGLE 2 MAT CUTTING
1M2	8"	6# @ 32" OC	6# @ 32" OC	DOUBLE MAT CUTTING

MARK	8"	16" DIA.	18" 1/2" OC	24" 1/2" OC	36" 1/2" OC	SHOULDER WALL CUTTING
NOTES:						
1. THE ABOVE SHOULDER WALL BE MINIMUM REINFORCING FOR ALL BUILDING MAJOR WALLS.						
2. SINGLE WALL REINFORCING WALL BE AT THE CENTER OF WALL LINE.						
3. PLACE HORIZONTAL BAR IN BOND BEAM UNIT TOP.						
4. LOCATE FIRST LAYER OF HORIZONTAL BAR AT 8" MAX FROM BASE OF WALLS AND FROM TOP AND BOTTOM OF WALL 1. CROSS SECTION						

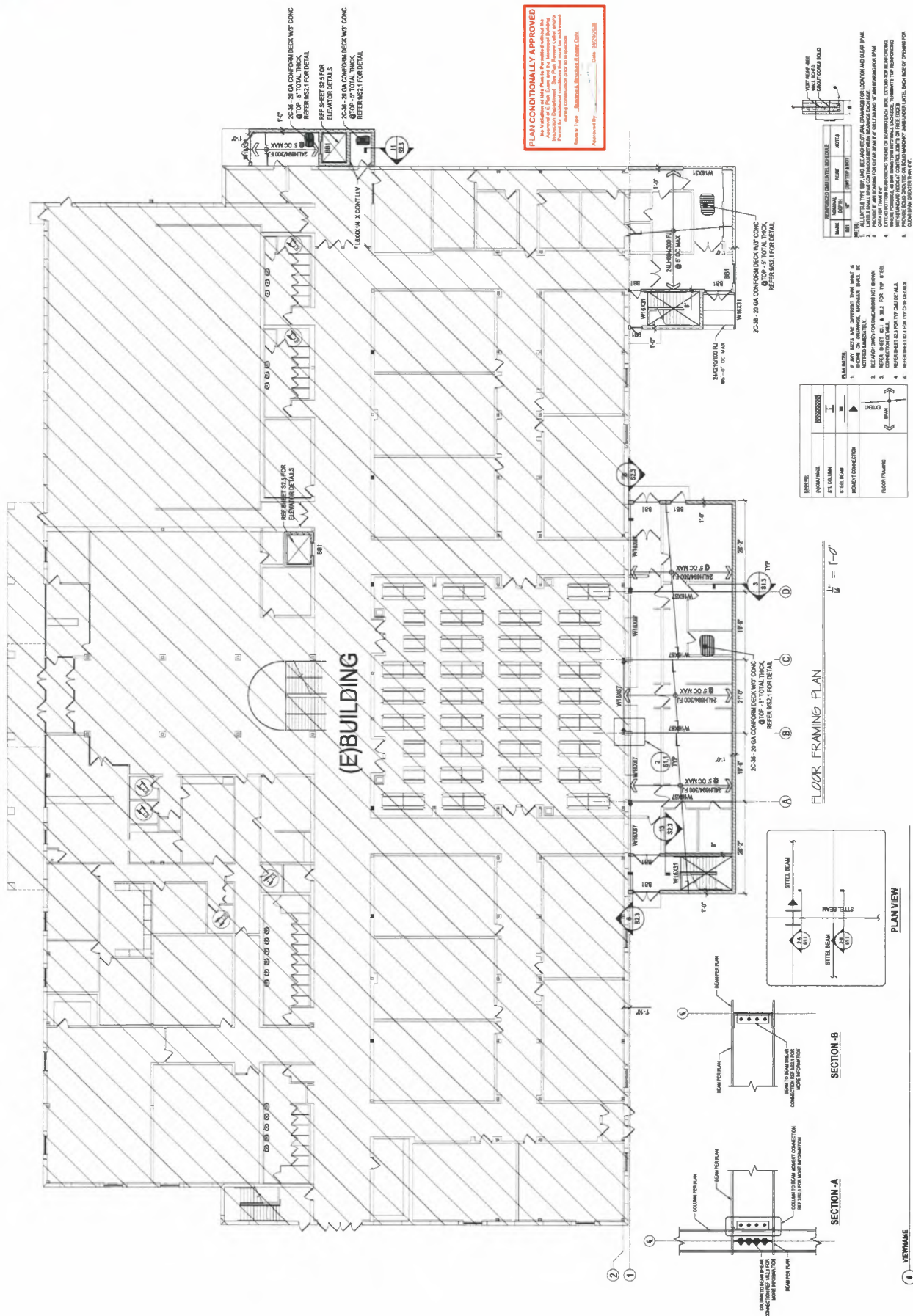
FOUNDATION SCHEDULE				REMARKS
MARK	LENGTH	WIDTH	THICKNESS	
SP13	2'-2"	2'-2"	1'-1"	TYPE EACH WAY BOTTOM
SP15	8'-0"	8'-0"	1'-1"	TYPE EACH WAY TOP & BOTTOM
SP16	8'-0"	8'-0"	1'-1"	TYPE EACH WAY TOP & BOTTOM
CP13	4'-0"	3'-0"	1'-1"	TYPE BOTTOM CORNER TYPICAL
CP14	4'-0"	3'-0"	1'-1"	TYPE BOTTOM CORNER TYPICAL
CP15	4'-0"	3'-0"	1'-1"	TYPE BOTTOM CORNER TYPICAL
CP16	4'-0"	3'-0"	1'-1"	TYPE BOTTOM CORNER TYPICAL

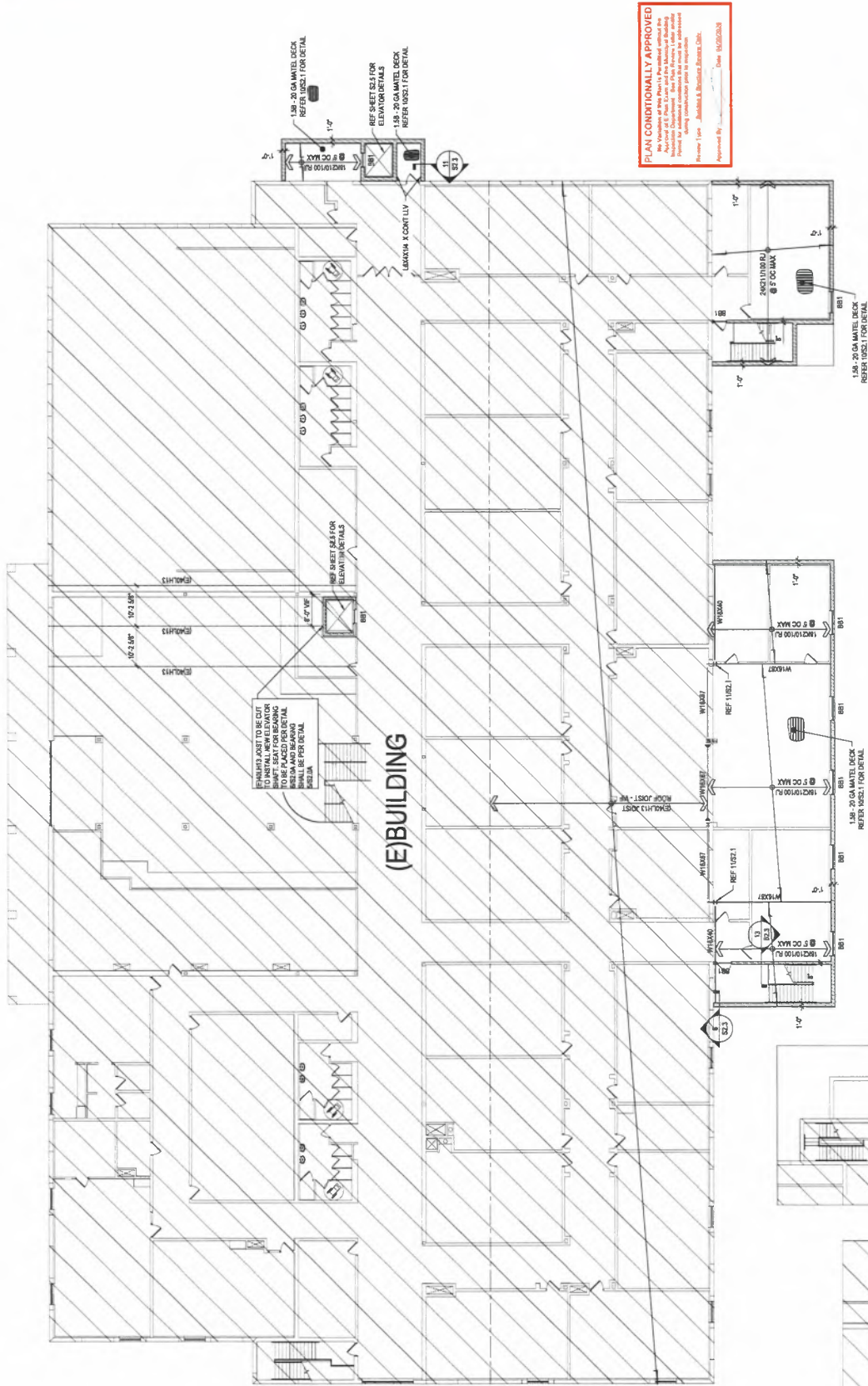
S/F	PER PLAN	1"	10' 0" EACH WAY TOP & BOTTOM
NOTES			
1. REFER TO ARCHITECTURAL DRAWING FOR BOB ELEVATION.			
2. TOP OF SFS ON EXTERIOR SIDE SHALL BE 4" BELOW FINISHED BOB LEVEL AND			

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1	1.00000000	1.00000000	1.00000000	1.00000000	1.00000000
2	2.00000000	2.00000000	2.00000000	2.00000000	2.00000000
3	3.00000000	3.00000000	3.00000000	3.00000000	3.00000000
4	4.00000000	4.00000000	4.00000000	4.00000000	4.00000000
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41	41.00000000	41.00000000	41.00000000	41.00000000	41

UNION STATION

2. TYPICAL 8' LOOP SECTION





PLAN CONDITIONALLY APPROVED

No Variation of this Plan is Permitted without the Approval of E-Plan Exam and the Municipal Building Inspection Department. See Plan Review Color and/or Plan for additional comments that must be addressed during construction prior to inspection.

Re-view 1 year. Buildings & Structures Services Div.

Approved By: _____ Date: 04/20/2018

REINFORCED CONCRETE SCHEDULE		
MARK	NOMINAL DEPTH	NOTES
801	12"	CON TOP & BOT

1. ALL LITTLE TYPE "B" ARE SET ARCHITECTURAL DIMENSIONS FOR LOCATION AND CLEAR SPAN
2. LITTLE SHALL BE RESPONSIBLE FOR CONTROLS BETWEEN MANHOLES EACH SIDE
3. PROVIDE 8" MIN SPACING FOR CLEAR SPAN OF 10' OR LESS AND 12" MIN SPACING FOR 8' SPAN
4. PROVIDE 3" MIN SPACING
5. EXTEND BOTTOM REINFORCING TO END OF STAINLESS CABLE EXTENDING TO NEAR-GRADUAL, WHERE POSSIBLE, OR 6" MIN GRADING INTO WALL EACH SIDE. TERMINATE TOP REINFORCING WITH STANDARD HOOK AT CONTROL JOINTS OR FREE CORNER.
6. PROVIDE BOLD DIMENSIONS OF BOLD MANHOLES AND UNDER LITTLE EACH SIDE. DIMENSIONS FOR

SECTION	  	   
PROG/WALL		
BTL COLUMN		
STYLED BOUND		
MOMENT CONNECTION		
ROOF FINISHED		

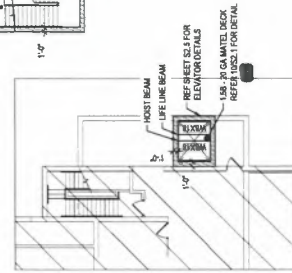
PLAN NOTE:

1. IF ANY SIZES ARE DIFFERENT THAN WHAT IS SHOWN ON DRAWINGS, UPGRADES SHALL BE NOTIFIED IMMEDIATELY.
2. SEE ARCH DETA FOR DIMENSIONS NOT SHOWN.
3. REBAR SHEET #2.1 & #2.2 FOR TYP STEEL CONNECTION DETAILS.
4. REBAR SHEET #2.3 FOR TYP C&G DETAILS.
5. REBAR SHEET #2.4 FOR TYP C&B DETAILS.

ROOF FRAMING PLAN

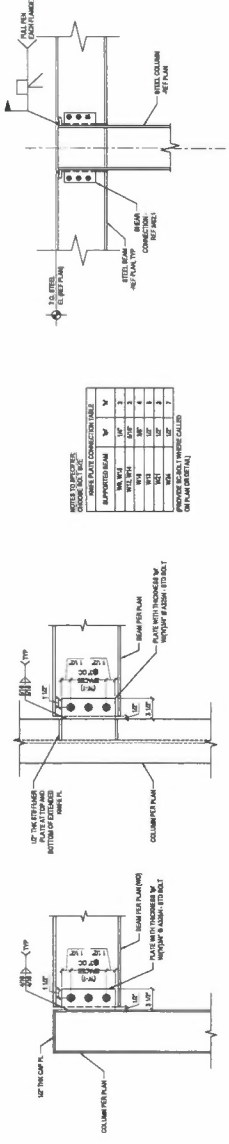


3 **ELEVATOR FRAMING PLAN - 2**



2 **ELEVATOR FRAMING PLAN - 1**





1 COLUMN TO BEAM SHEAR CONNECTION

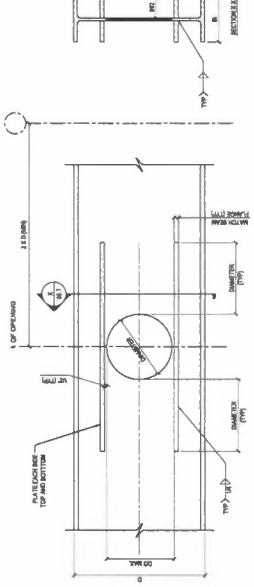
NOTES TO SPECIFIER:

SHEAR PLATE CONNECTION TABLE			
WELDED	WELDED	WELDED	WELDED
WELDED	WELDED	WELDED	WELDED
WELDED	WELDED	WELDED	WELDED
WELDED	WELDED	WELDED	WELDED
WELDED	WELDED	WELDED	WELDED
WELDED	WELDED	WELDED	WELDED
WELDED	WELDED	WELDED	WELDED
WELDED	WELDED	WELDED	WELDED
WELDED	WELDED	WELDED	WELDED
WELDED	WELDED	WELDED	WELDED

WELDED SHEAR PLATE CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.

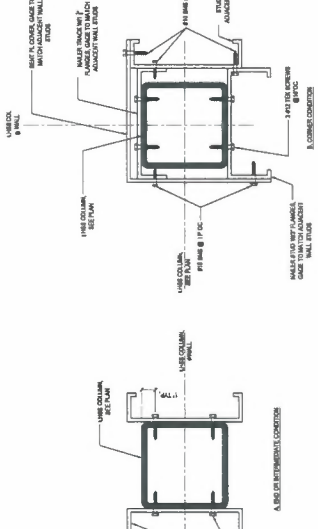
2 TYPICAL MOMENT CONNECTION DETAIL

- NOTES:
1. THE BEAM MOMENT CONNECTION SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
 2. THE BEAM MOMENT CONNECTION SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
 3. THE BEAM MOMENT CONNECTION SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.



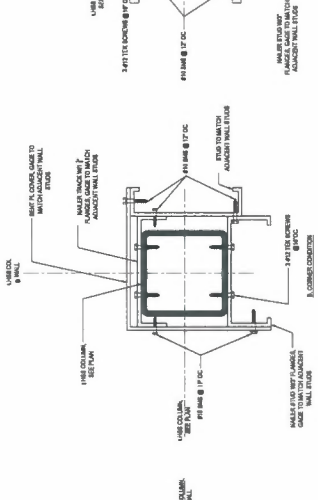
3 TYPICAL BEAM PIERCEMENT DETAIL

- NOTES:
1. THE BEAM PIERCEMENT SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
 2. THE BEAM PIERCEMENT SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
 3. THE BEAM PIERCEMENT SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.



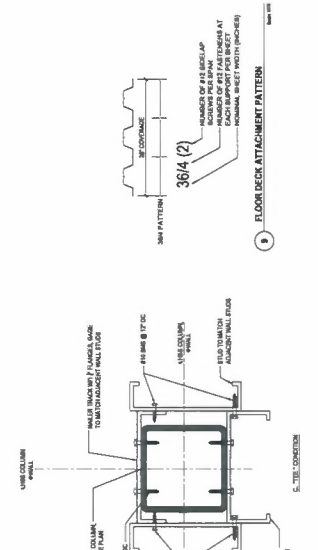
4 TYPICAL STEEL DECK SLAB OPENING

- NOTES:
1. THE STEEL DECK SLAB OPENING SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
 2. THE STEEL DECK SLAB OPENING SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
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5 TYPICAL BEAM TO BRIDGE BEAM CONNECTION DETAIL

- NOTES:
1. THE BEAM TO BRIDGE BEAM CONNECTION SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
 2. THE BEAM TO BRIDGE BEAM CONNECTION SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
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6 TYPICAL BEAM TO BRIDGE BEAM CONNECTION DETAIL

- NOTES:
1. THE BEAM TO BRIDGE BEAM CONNECTION SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
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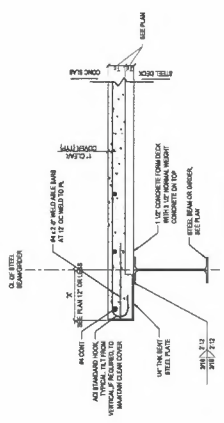
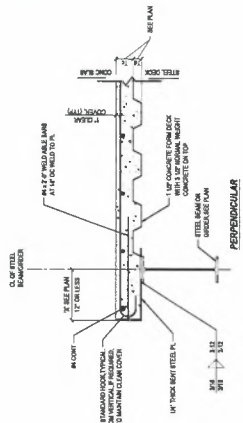
7 TYPICAL BEAM TO BRIDGE BEAM CONNECTION DETAIL

- NOTES:
1. THE BEAM TO BRIDGE BEAM CONNECTION SHALL BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN. WELDED CONNECTIONS ARE TO BE WELDED TO THE COLUMN OR BEAM AS SHOWN.
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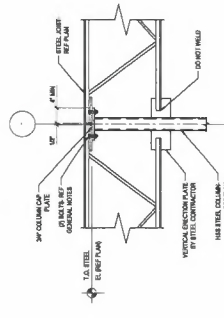
PLANT CONDITIONALLY APPROVED

The Engineer is hereby notified that the design of the foundation details shown on this drawing is based on the information provided by the client and is not a guarantee of the accuracy or completeness of the information. The Engineer is not responsible for the accuracy or completeness of the information provided by the client. The Engineer is not responsible for the accuracy or completeness of the information provided by the client.

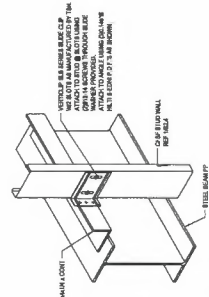
Approved By: _____ Date: 03/26/2023



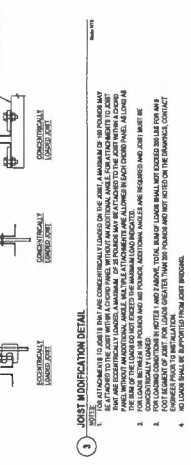
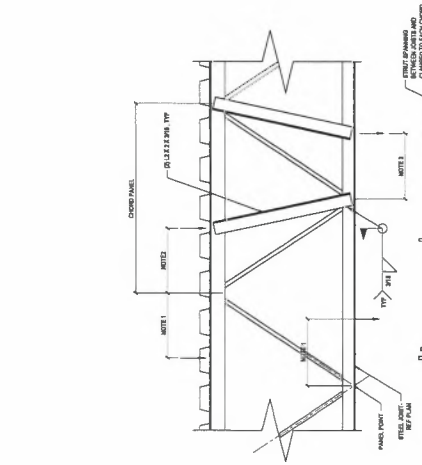
1. TYPICAL SLAB EDGE (1\"/>



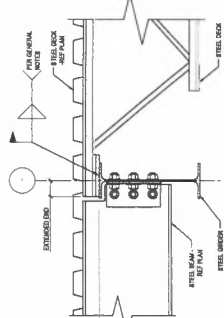
3. TYPICAL STEEL JOIST AT WALL COLUMN



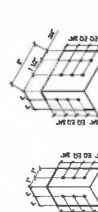
4. BEAM TO WALL CONNECTION DETAIL
VERTICAL CLIP SLIDE CLIP TO NON-LOAD BEARING STUD SHOT
TO CORNER WITH P3'S



6. TYPICAL ROOF EDGE DETAIL

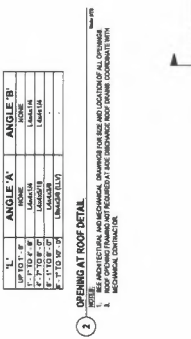
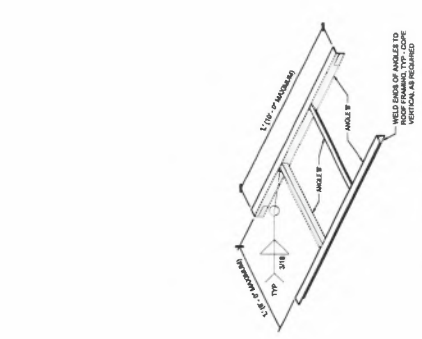


7. SECTION AT ROOF GIRDER

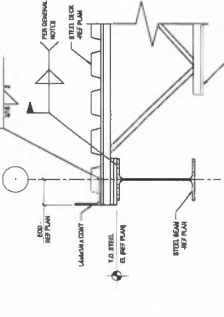


FRAMING SCHEDULE			SE CONCORDA CON O BILHETE CORDO		
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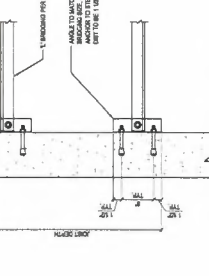
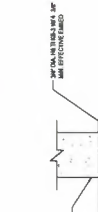
8. FRAMING SCHEDULE



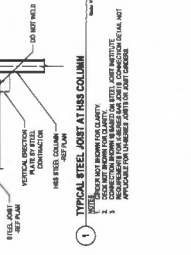
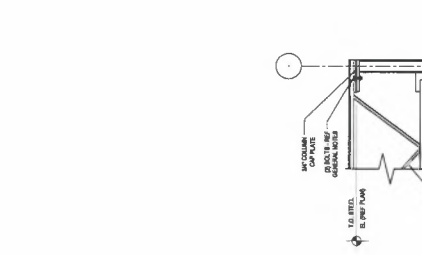
10. TYPICAL JOIST BEARING DETAIL



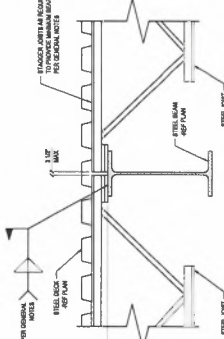
11. TYPICAL ROOF EDGE DETAIL



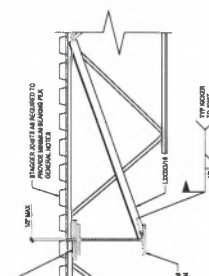
13. TYPICAL JOIST BRIDGING TO WALL CONNECTION



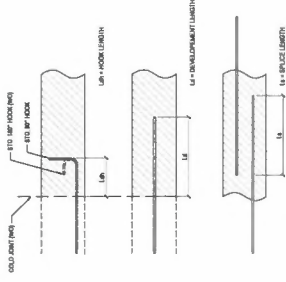
15. TYPICAL JOIST BRIDGING TO WALL CONNECTION



16. TYPICAL JOIST BRIDGING TO WALL CONNECTION



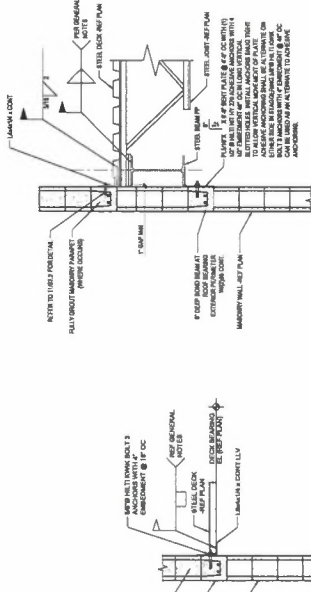
18. TYPICAL JOIST BRIDGING TO WALL CONNECTION



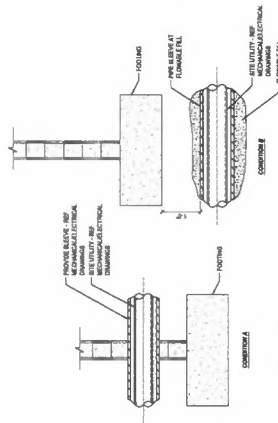
BAR SIZE	DEVELOP - 2,000 PSI (Y _m = 1,600 PSI)				
	1/4	1/2	3/4	1 IN	REQUIRE
#6	13	13	13	13	
#8	22	22	22	16	
#10	43	46	46	27	
#12	54	58	58	64	
#14	66	66	66	52	
#17					

- FOOTNOTES:**
1. $L =$ STANDARD LAP BRIDGE LENGTH, $L_H =$ STANDARD STRAIGHT BAR DEVELOPMENT LENGTH
 2. $L_H = 8 \times$ STANDARD HOOKED BAR DEVELOPMENT LENGTH
 3. $L_H =$ STANDARD LAP BRACING & COVERING (TYP) FOR MAX. BAR CL. BRACING AND BAR BRACING
 4. CL. COVER HEIGHT
 5. HOOK SHALL BE USED WHERE DETAIL, OR WHERE RECO STRAIGHT BAR

4 DETAIL - DEVELOPMENT, LAP & HK EXAMPLES

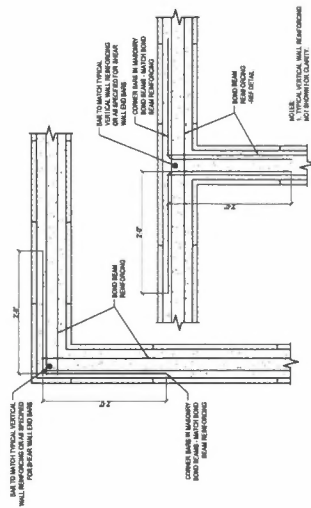


22 EXTERIOR WALL AND DRAG BEAM CONNECTION DETAIL

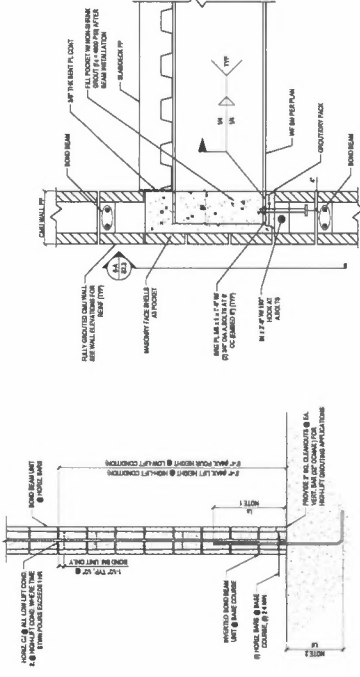


FOUNDATION DETAIL AT UTILITY

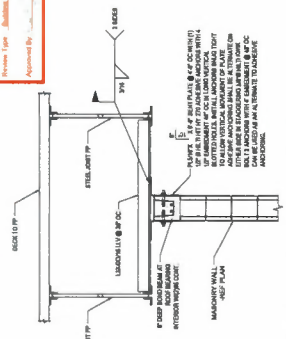
15. **NOTES**
1. REFERENCE MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL LOCATIONS, ELEVATIONS, ETC., OF SITE UTILITIES.
2. DETAIL CONNECTIONS AT ALL UTILITIES HAVING A PLAIN WELD UP TO 2". FOR WELDING GREATER THAN 2", REFERENCE PLAN FOR REQUIRED DETAIL CONNECTIONS IS REQUIRED.
3. CONDITIONS GOES NOT APPLY AT INPEAK FOOTING SITUATIONS. SPECIAL CONNECTION SHALL NOTIFY ENGINEER SHOULD SUCH A CONDITION ARISE AND AMOUNT FURTHER INSTRUCTIONS.
- DATE: 08/01/2011



MASONRY WALL CORNER, END & INTERSECTIONS DETAIL

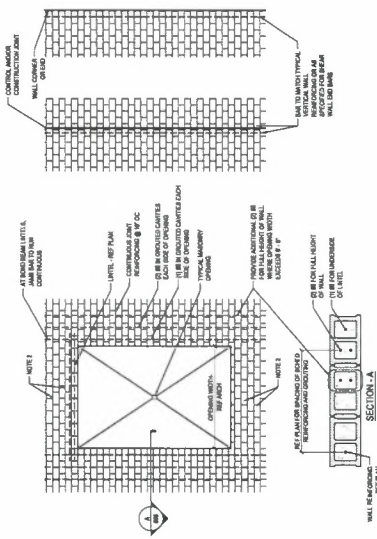


ELEVATION-GENERAL MASS WALL REQ3

[illegible]

INTERIOR WALL AND DRAG BEAM CONNECTION DETAILS

- [illegible]

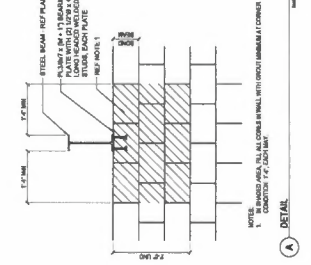


○ TYPICAL MASONRY WALL DETAIL

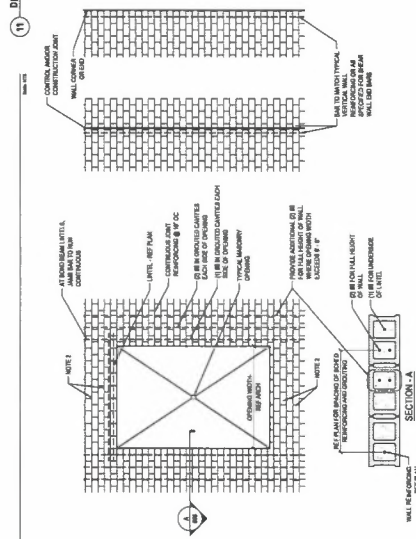
- [illegible]

3 DETAIL - VERTICAL CONTROL JT

1. SEE "MAJORITY WALL CORNER, END & INTERSECTION" FOR REINFORCEMENT DETAILS AT WALL.
2. SEE MAJORITY GENERAL NOTES FOR CONTROL JOINT SPACING DETAILS.

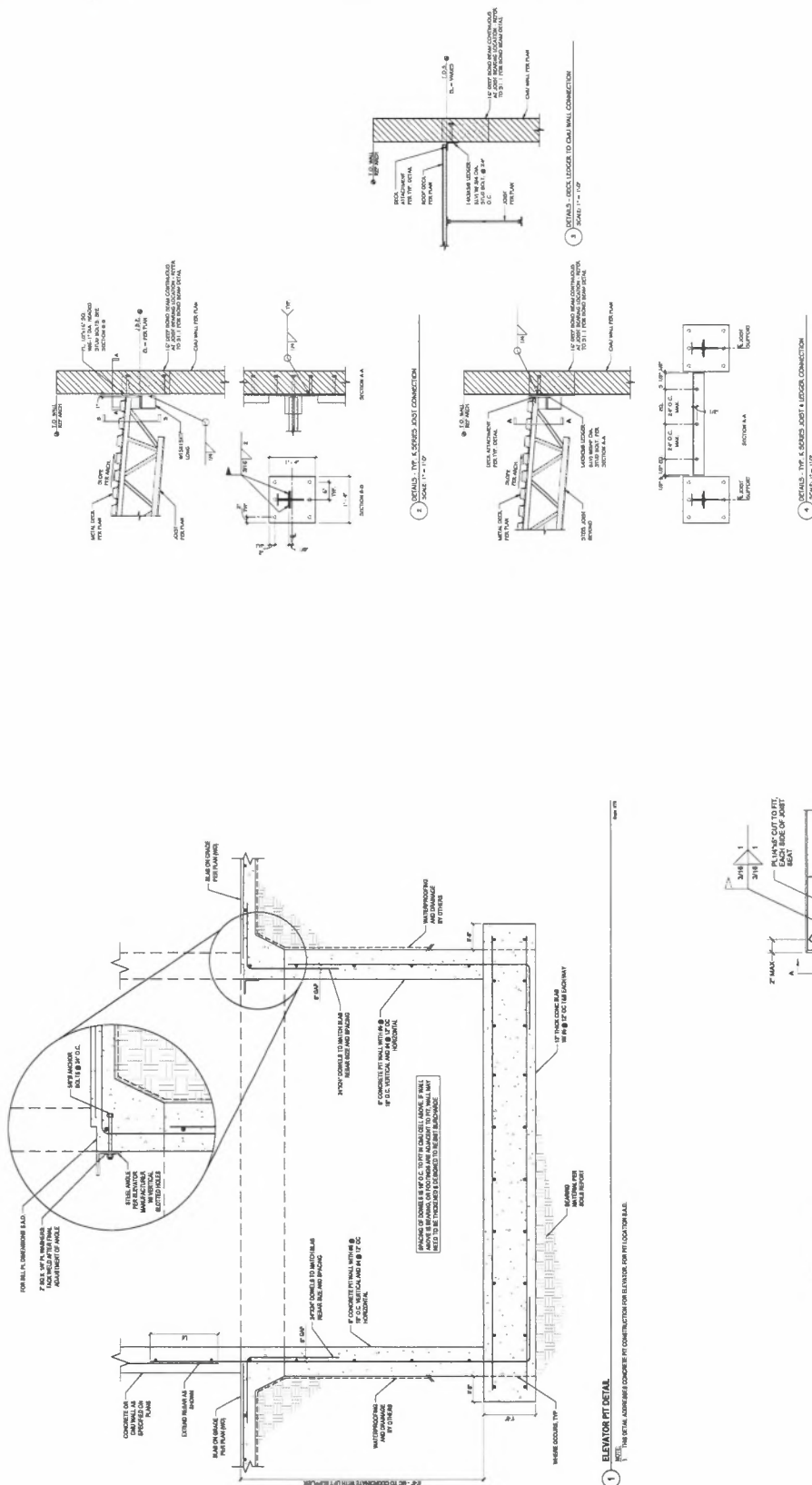


DECK SUPPORT AT MASONRY



○ TYPICAL MASONRY WALL DETAIL

- [illegible]

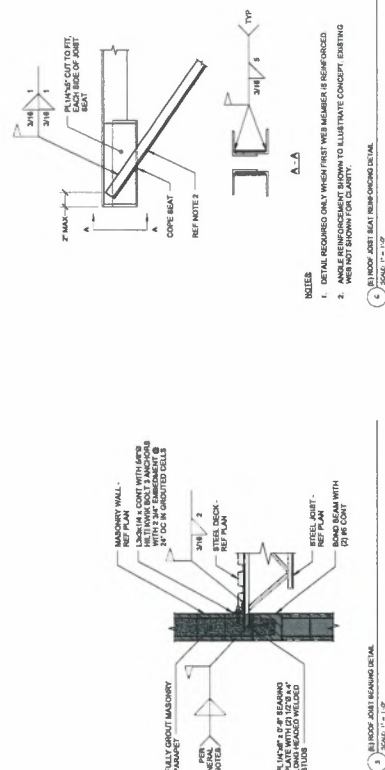


PLAN CONDITIONALLY APPROVED

No Variation of this Plan is permitted without the Approval of E-Plan Exam and the Municipal Building Department. Conditional conditions must be submitted and approved by the Building Department prior to construction. Conditional conditions must be submitted during construction prior to inspection.

Review Type Building A Structures System, Other

Approved By _____ Date 04/20/2018



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/21/2026
REPORTS & RECOMMENDATIONS	A Resolution Conditionally Approving a Land Combination for 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000), (Advenir Azora Development, APPLICANT) (Matteo and Germano Norante, Owner, 7705 S 31st Street) (BC Management, Owner, 7631 S. 31st Street) (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street)	ITEM NUMBER <i>12.</i> Ald. Dist. 3
<i>(Item 1 of 3)</i> The items before the Common Council today are requests to allow for the development of a Advenir Azora Development multifamily site. Applications include: a request for Land Combination (<i>this item</i>), a request for a Conditional Use (<i>Item 2</i>), and a request for Planned Development Overlay (PDO) of B-MU Zoning (<i>Item 3</i>) to allow for modifications of requirements of the zoning. At their July 9, 2026 meeting, the Plan Commission recommended approval of this request and the related applications. The Commission also approved a Site Plan for the development, subject to conditions that the Common Council approve these necessary PDO application to allow for the site as designed. Plan Commission review materials including the staff report detailing these applications are included here with <i>Item 1</i>. <u>Fiscal Impact: Not Applicable</u> COUNCIL ACTION REQUESTED A motion to adopt Resolution 2026-_____, A Resolution Conditionally Approving a Land Combination for 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000), (Advenir Azora Development, APPLICANT), (Matteo and Germano Norante, owner, 7705 S 31st Street), (BC Management, Owner, 7631 S. 31st Street), (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street)		

Department of City Development: MX

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 06/30/2026

RESOLUTION NO. 2026-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR
7705 S 31ST STREET, (TKN 786 9988 000), 7631 S. 31ST STREET, (TKN 786 9987 000),
AND 7721 S 31ST STREET (TKN 786 9992 000),
(ADVENIR AZORA DEVELOPMENT, APPLICANT)
(MATTEO AND GERMANO NORANTE, OWNER, 7705 S 31ST STREET)
(BC MANAGEMENT, OWNER, 7631 S. 31ST STREET)
(ESTATE OF GERALD F ZAWADZKI, OWNER, 7721 S. 31ST STREET)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for Advenir Azora Development to combine 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000), properties more particularly described as follows:

PARCEL 1A: That part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 12, in Town 5 North, Range 21 East, in the City of Franklin, county of Milwaukee, state of Wisconsin, bounded and described as follows:

Commencing at a point in the west line of the $\frac{1}{4}$ section, said point being 1410.09 feet North $2^{\circ} 08'$ East of the Southwest corner of the $\frac{1}{4}$ section, thence North $2^{\circ} 08'$ East along said West line, 205.01 feet to a point, thence East and parallel to the South line of the $\frac{1}{4}$ Section, 1331.50 feet to a point in the East line of the West $\frac{1}{2}$ of the $\frac{1}{4}$ Section; thence South $2^{\circ} 03'$ West along said East line, 205 feet to a point; thence West and parallel to the South line of the $\frac{1}{4}$ Section, 1331.80 feet to the place of beginning, EXCEPTING the East 45 feet thereof.

AND:

PARCEL 1B: That part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 12, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the West line of the $\frac{1}{4}$ Section, said point being 1000.07 feet North $2^{\circ} 08'$ East of the Southwest corner of the $\frac{1}{4}$ section; thence North $2^{\circ} 08'$ East along said west line 205.01 feet to a point; thence East and parallel to the South Line of the $\frac{1}{4}$ section, 666.05 feet to a point; thence South $2^{\circ} 05' 30''$ West 205 feet to a point; thence West and parallel to the South line of the $\frac{1}{4}$ section, 666.20 feet to the place of beginning.

AND:

ADVENIR AZORA DEVELOPMENT – LAND COMBINATION

RESOLUTION NO. 2026-_____

Page 2

PARCEL 1C: That part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 12, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the West line of the $\frac{1}{4}$ Section, said point being 1615.10 feet North $2^{\circ} 08'$ East of the Southwest corner of the $\frac{1}{4}$ Section; thence North $2^{\circ} 06'$ East along said west line 205.01 to a point; thence East and parallel to the South line of the $\frac{1}{4}$ section 665.60 to a point; thence South $2^{\circ} 05' 30''$ west 205 feet to a point; thence West and parallel to the South line of the $\frac{1}{4}$ section, 665.75 feet to the place of beginning.

AND:

PARCEL 1D: That part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 12, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the West line of the $\frac{1}{4}$ Section, said point being 1205.08 feet North $2^{\circ} 08'$ East of the southwest corner of the $\frac{1}{4}$ section; thence North $2^{\circ} 08'$ East along said west line 205.01 feet to a point; thence East and parallel to the South line of the $\frac{1}{4}$ section, 1331.80 feet to a point in the East line of the west $\frac{1}{2}$ of the $\frac{1}{4}$ Section; thence South $2^{\circ} 03'$ west along said East line, 205 feet to a point; thence West and parallel to the South line of the $\frac{1}{4}$ Section 1332.10 feet to the place of beginning, EXCEPTING the East 45 feet thereof.

Tax Key No: 7869988000

Address; 7705 S 31st Street, Franklin, WI

AND:

Parcel 2: All that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 12, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of the $\frac{1}{4}$ Section; thence East along said South line of the $\frac{1}{4}$ Section 1333.95 feet to a point; thence North $2' 03''$ East along the East line of the West $\frac{1}{2}$ of the $\frac{1}{4}$ Section, 1615.00 feet to the place of the beginning of the land to be described; thence North $2' 03''$ East along said East line, 205 feet to a point; thence West and parallel to the South line of the $\frac{1}{4}$ Section, 665.60 feet to a point; thence South $2' 05' 30''$ West, 205 feet to a point, thence East and parallel to the South line of the $\frac{1}{4}$ Section, 665.75 feet to the place of beginning.

Tax Key No.: 786-9987-000

Address: 7631 S. 31st Street

AND:

ADVENIR AZORA DEVELOPMENT – LAND COMBINATION

RESOLUTION NO. 2026-_____

Page 3

Parcel 3: That part of the West 1/2 of the Southeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the 1/4 Section; thence East along said South line of the 1/4 Section, 1333.95 feet to a point; thence North 2° 03' East along the East line of the West 1/2 of the 1/4 Section, 1000.00 feet to the place of beginning of the land to be described; thence North 2° 03' East along said East line 205 feet to a point; thence West and parallel to the South line of the 1/4 Section, 666.05 feet to a point; thence South 2° 05' 30" West 205 feet to a point; thence East and parallel to the South line of the 1/4 Section, 666.20 feet to the place of beginning, EXCEPT the East 45 feet thereof.

Tax Key No: 7869992000

Address: 7721 S 31st Street, Franklin, Wisconsin

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9-13.B of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the proposed land combination for Advenir Azora Development, as submitted by Advenir Azora Development, as described above, be and the same is hereby approved, subject to the following conditions:

1. Advenir Azora Development 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 Advenir Azora Development land combination project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon Advenir Azora Development and the Advenir Azora Development land combination project for the properties located at 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000), (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.

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

ADVENIR AZORA DEVELOPMENT – LAND COMBINATION

RESOLUTION NO. 2026-_____

Page 4

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 July 9, 2026

**Land Combination, Conditional Use,
 Site Plan, & Planned Development Overlay**

RECOMMENDATION: These applications comply with the requirements of the UDO for a Land Combination, Conditional Use, Site Plan, & Planned Development Overlay. Staff recommends approval of the applications subject to the recommended Conditions of Approval provided in the draft Resolution(s) and Ordinance.

Project Name:	Advenir Azora Multifamily Development
Property Owner:	Matteo and Germano Norante, 7705 S 31st Street BC Management, Owner, 7631 S. 31st Street Estate of Gerald F Zawadzki, 7721 S. 31st Street
Applicant:	Joann Rubio, Advenir Azora Development, LLC
Property Address/Tax Key Number:	7631, 7705, 7721 South 31st Street (TKN 786-9987-000, 786-9988-000, 7869992000)
Aldermanic District:	District 3
Agent:	Brian Randall & Krissy Atterholt, AMUNDSEN DAVIS LAW
Zoning District:	B-MU - South 27th Street Mixed-Use District. F-Floodplain Overlay District.
Use of Surrounding Properties:	B-MU & F (North & South) B-P - Business Park District. (East) R-SR - Suburban Residence District. (West)
Application Request:	1. Land Combination recommendation 2. Conditional Use recommendation 3. Planned Development Overlay recommendation 4. Site Plan decision
Staff Planner:	Marion Ecks, AICP

The items before Plan Commission today are requests to allow for the development of a multifamily residential complex along South 31st Street, immediately west of the Northwestern Mutual Life campus and the future Costco. The proposed site consists of three lots totaling approximately 24.2 acres, currently under separate ownership. The applicant has obtained permission from the property owners to pursue these applications.

The largest lot, 7705 S. 31st St., is the site of a former orchard and single-family home. 7721 is also the site of a single-family home. 7631 is vacant of structures or improvements. The proposed combined parcel has frontage along S. 31st Street. To the west is a large undeveloped parcel which is currently being farmed. The properties to the north and south are vacant or have single family

homes. The western portion of the proposed lot contains natural resources including Secondary Environmental Corridor, a stream and attendant floodplain, and woodland.

The properties are zoned B-MU - South 27th Street Mixed-Use District, and the Future Land Use designation is Office. The applicants are not requesting to change the zoning. It should be noted that the City is in the process of updating the Future Land Use Map, and will propose eliminating the Office future land use. The recommended Future Land Use for the development area will be Mixed Use.

Applications include:

- **Land Combination** application to combine the parcels with addresses 7631, 7705, 7721 South 31st Street (TKN 786-9987-000, 786-9988-000, 7869992000) to create a single development lot.
- **Conditional Use** application to allow for multifamily development in the B-MU district. This application is required as an approval of proposed density, as well as design standards of the UDO for multifamily development.
- **Site Plan** to allow for development of 166 market-rate unit multifamily development. The site will include cottage and duplex units, internal private roads, a combination of on-street and garage parking, and community buildings including a management office.
- **Planned Development Overlay (PDO)** of B-MU Zoning to allow for modifications of design requirements such as building orientation and materials.

Before submitting the current applications, the applicant sought feedback from the community and City government including a concept review with Plan Commission and Common Council, and a neighborhood meeting. In addition, they conducted a Traffic Impact Analysis to evaluate if the development would create a need for additional traffic controls. Feedback from these has been incorporated into the current proposal.

PROJECT ANALYSIS

Approval of the full development requires a Land Combination, Planned Development, Conditional Use, and Site Plan.

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

Land Combination

The proposed 24.2 acre lot complies with the requirements of the UDO for the B-MU district.

Conditional Use

The applicant is proposing one hundred and sixty-six (166) units, a gross density of 7 units per acre. Based on the total site area, the proposed density complies with B-MU requirements for minimum lot area of 4,500 SF per dwelling unit (Table 15-3-04(C)). The site can accommodate approximately 234 units, a gross density of 9.7 units per acre.

The application complies with the requirements of the General Standards for Conditional Uses (§15-9-06.H.). The applicant is requesting modification of the requirements of Use-Specific Standards for duplexes, § 15-4-01.B and townhomes. § 15-4-01.C. (See PDO)

The immediate neighbors are single family homes on B-MU lots; other nearby B-MU development is multifamily. This proposal serves as a potential bridge between multi- and single-family housing with cottage-court style development that broadly complies with the intent of zoning district.

Site Plan

The project has been designed to be compatible with adjacent land uses and to act as a transition between the B-P Business Park District and residential uses on properties surrounding the site. Adjacent lots to the north and south are zoned B-MU - South 27th Street Mixed-Use District.

There will be 166 total units in a mixture of one and two-story buildings. Building types will include standalone single-family units, townhomes, and duplexes. Many buildings will have attached garages, which will face internal roads.

The layout emphasizes a “Cottage Court” or “Garden” style, with internal pedestrian circulation, common greenspace, as well as private outdoor spaces. As a result, the “front” of many buildings will face private roads, courtyards or pedestrian paths, as opposed to a public street. This requires modification of building material standards based on which façade is facing a public street. There will be a community building with mailboxes, and landscaping throughout the development to complement the single-family residential style of buildings.

Landscaping

Initial landscaping plans have been provided, which propose the required quantities of plants in each category for multifamily development, with an emphasis on native plants where appropriate. Due to plant availability and timing for approvals, a full plant list and other elements of the landscape plan have not yet been provided. Since natural resource impacts may require additional landscaping, staff recommends conditional approval of the draft landscape plan, subject to final review by staff prior to the issuance of a building permit.

The applicant has provided site intensity calculations. Proposed Impervious coverage is approximately 67 % , below the limit of 70% for the B-MU district.

Natural Resources

The project area contains two wetlands, Secondary Environmental Corridor, a stream and attendant floodplain, and woodland. These features are identified in the Natural Resource Protection Plan. Plans are designed to avoid impacts to environmental corridor and floodplain.

The application proposes impacts to woodland and nonfederal wetlands which may be approved as part of a site plan or PDO application. The initial design included grading impacts to secondary environmental corridor which would have necessitated a Natural Resource Special Exception. Revised plans do not include this impact. Draft landscape plans include proposed compensation. Due to the timing of meetings this requires additional review. Staff recommends that natural

resource impact approvals be incorporated into the Planned Development Overlay, to allow for complete review of the application.

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

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

Parking and circulation

The development is based around a network of internal private streets and sidewalks, including shared courtyards and sidewalks away from roads, which are a feature of “garden” or “cottage court” residential design. Internal roads include on-street parking and pedestrian amenities like bump outs - curb extensions to shorten the distance required to cross vehicle traffic. Streets are paved and include curb and gutter.

Applicants conducted a Traffic Impact Analysis (TIA) as part of their site planning work. The Traffic Impact Analysis found that existing public road facilities should be able to absorb additional traffic and did not recommend any new stoplights or other traffic controls on public roads. The TIA did recommend inclusion of stop signs on the site for the access roads to 31st St. (TADI TIA P 13); updated plans provide this.

Applicants are proposing 355 parking spaces for the development, as a mix of on-street parking on internal private roads, and parking within private garages. The project complies with requirements to provide accessible ADA parking spaces and bike parking. The applicants are also proposing charging stations for electric vehicles; these must comply with design standards of the UDO. Street parking is not allowed along South 31st except on weekends.

Fire Department feedback on the concept review had questions about fire truck turning and access; the applicants have provided exhibits demonstrating that internal road corners can accommodate emergency vehicles.

The applicants proposed site plan otherwise complies generally with the requirements of the UDO, with the exception of those items for which modifications have been requested as part of the Planned Development Overlay District. The Plan Commission may conditionally approve the Site Plan, subject to approval of the other related applications by Common Council.

Planned Development Overlay (PDO)

While the development complies with requirements for density and the location of structures, due to the cottage court / neighborhood configuration, a number of modifications of ordinance standards are needed in order to make the project work. For example, the applicants propose some units of the development with rear facades facing S. 31st St, which does not comply with UDO requirements that primary facades face major roads. Other modifications of design standards are needed, including changes to permitted materials to allow for materials generally preferred in a single-family development, as opposed to commercial multifamily.

The City of Franklin requires that a proposed Planned Developments must provide “tangible benefits” to the community in order to qualify for modifications of development standards (§15-10-04: Modification Standards.). The ordinance specifies the specific types of features that merit a design allowance, such as inclusion of large conservation areas and other sustainable design features, placemaking, housing mix, and universal design or accessibility features beyond those required by federal law. Staff would consider this proposal responsive to housing mix, placemaking, sustainable design, and Universal Design criteria. The core idea of the project is a walkable neighborhood, with a variety of housing unit types and a large conservation area.

The applicant has provided required responses to the Standards of Review of the UDO (§15-10-05) for Planned Developments. The application aligns with the B-MU zoning district in terms of proposed density and alignment with the purpose of the district, which is to provide for a mix of uses including “compact residential uses,” and development “configured in multi-building plaza formats and on relatively large sites” (§ 15-2-02B.4). They are not requesting a change of zoning. It is designed as a cohesive neighborhood, with clear centers and edges and appropriate internal circulation. The site provides two access points to South 31st Street

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

	Item	UDO Section	Request
1	Duplex design	§ 15-4-01.B Duplex	Modification of design standards for duplexes.
2	Townhome design	§ 15-4-01.C Townhome	Modification of design standards for townhomes.
3	Glazing	§ 15-5-10E Glazing	Exterior Building Glazing Percentage Materials
4	Cladding	Table 15-5-10(B)	Exterior Building Cladding Materials
5	Definitions	§ 15-12-01 Definitions	Definitions of façade names without reference to lot lines.

Proposed modification standards are provided in the draft Ordinance.

Request items 3 and 4 are for modifications to the required percentages of architectural materials (Table 15-5-10(B)) provided here for reference.

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

The application requires the following Modifications to §15-4-01.B Duplex and §15-4-01.B Townhome Conditional Use Standards:

Duplex.	§15-4-01.B
Existing	Proposed Modification
Duplexes primary entrances shall be oriented toward the designated front lot line.	Duplex shall be oriented with their primary entrances either:
	Toward an interior private road.
	Toward an internal courtyard space.
A minimum of one (1) of the parking spaces, as specified in Section 15-5-01(B) of this UDO, shall be provided in an attached or detached garage.	A minimum of one (1) of the parking spaces, as specified in Section 15-5-01(B) of this UDO, shall be provided for each unit.
Attached garages are encouraged to be located on rear facades. If attached garages are located on the primary facade they shall:	Attached garages are encouraged to be located on rear facades. If attached garages are located on the primary facade they shall Be recessed from the primary front facade (excluding porches) of the duplex.
Not exceed forty-five (45) percent of the facade's total width;	
Be set back a minimum of twenty-five (25) feet from the property line; and	
Be recessed from the primary front facade (excluding porches) of the duplex a minimum of five (5) feet.	
Exterior building cladding materials shall be time- and weather-tested materials and techniques, such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.	Exterior building cladding materials shall comply with the requirements of the PDO
Townhome.	§15-4-01.C

Existing	Proposed Modification
Townhomes shall be oriented with their primary entrances either:	Townhomes shall be oriented with their primary entrances either:
Toward the designated front lot line. The primary entrance of end unit townhomes on corner lots may be oriented toward the designated front or exterior side lot line.	Toward an interior private road.
Toward an internal courtyard space. The primary entrance of end unit townhomes closest to the designated front lot line shall be oriented toward the designated front lot line.	Toward an internal courtyard space.
Individual townhome units should be articulated through the exterior design of the townhome cluster. This can be accomplished through dormers, porches, vertical design elements, varying roof forms, or other architectural devices.	Individual townhome units should be articulated through the exterior design of the townhome cluster. This can be accomplished through dormers, porches, vertical design elements, varying roof forms, or other architectural devices.
The maximum length of a townhome cluster shall be two hundred (200) lineal feet.	The maximum length of a townhome cluster shall be two hundred (200) lineal feet.
The siting of the townhome units in a cluster shall be staggered in order to define street edges, entry points, and public gathering spaces.	The siting of the townhome units in a cluster shall be staggered in order to define street edges, entry points, and public gathering spaces.
A minimum of one (1) of the parking spaces, as detailed in Section 15-5-01(B) of this UDO shall be provided in an attached or detached garage.	A minimum of one (1) of the parking spaces, as specified in Section 15-5-01(B) of this UDO, shall be provided for each unit.
Exterior building cladding materials shall be time- and weather-tested materials and techniques, such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.	Exterior building cladding materials shall comply with the requirements of the PDO

In addition, the draft ordinance includes a finding on Natural Resource Impacts and related compensation.

Recommendation

These applications comply with the requirements of the UDO for a Land Combination, Conditional Use, Site Plan, & Planned Development Overlay. All resolutions are drafted with a standard set of conditions relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Based on review of these applications for compliance with the Unified Development Ordinance, Staff has drafted additional recommended conditions. These are included in the draft legislative documents provided.

Staff recommends approval of the applications subject to the recommended Conditions of Approval provided in the draft Resolution(s) and Ordinance.

Exhibits:

- Applicant Exhibits

City of Franklin Property Viewer



7/2/2026, 9:27:44 AM

Parcel

Road Right-of-Way

1 pct Annual Chance Flood Hazard (FEMA)

FEMA Zone AE

Regulatory Floodway (FEMA)

Zoning

R-SR - Suburban Residence

B-MU - South 27th Street Mixed Use

B-P - Business Park

P - Parks and Open Space

1:2,966

550 ft

275

137.5

80

40

0

0

0

0

0

0

0

0

0

0

0

0

City of Franklin, WI, City of Franklin, WI & Milwaukee County Land Information Office, FEMA, SE Wisc Reg Planning Comm, Microsoft, Vantor

LEO COTTAGES

AA-AMENITY – CLUBHOUSE LEASING
06-24-2026



FRONT ELEVATION



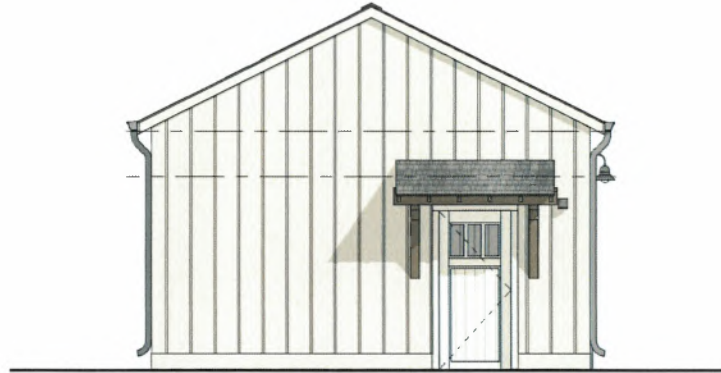
FLOOR PLAN



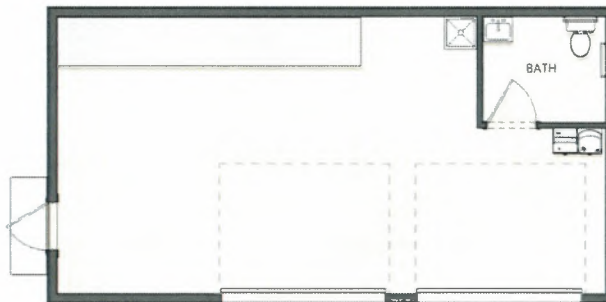
LEO COTTAGES

AD-AMENITY – MAINTENANCE

06-24-2026



FRONT ELEVATION



FLOOR PLAN



LEO COTTAGES

DA-DUPLEX - 1BR 2BR

06-24-2026



FRONT ELEVATION



FLOOR PLAN



LEO COTTAGES

DB-DUPLEX ALT - 1BR 2BR

06-24-2026



FRONT ELEVATION



FLOOR PLAN



LEO COTTAGES

DC-DUPLEX – 2BR

06-24-2026



FRONT ELEVATION



FLOOR PLAN



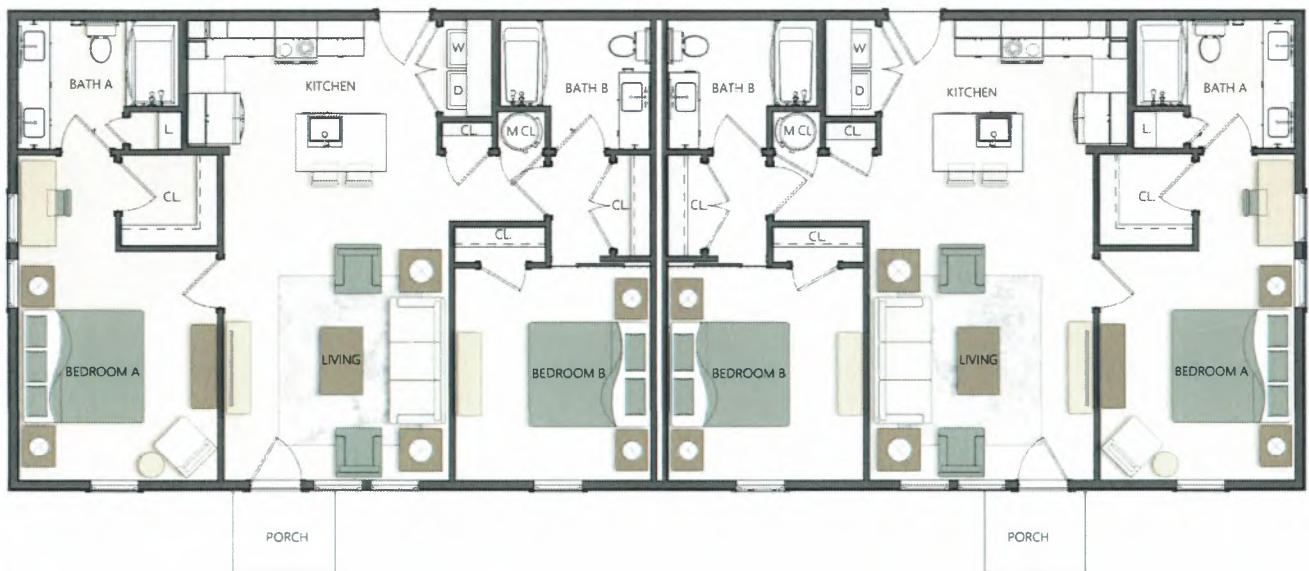
LEO COTTAGES

DD-DUPLEX ALT - 2BR

06-24-2026



FRONT ELEVATION



FLOOR PLAN



LEO COTTAGES

GA-COTTAGE WITH GARAGE – 2BR
06-24-2026



FRONT ELEVATION



FLOOR PLAN



LEO COTTAGES

GC-COTTAGE WITH GARAGE – 3BR

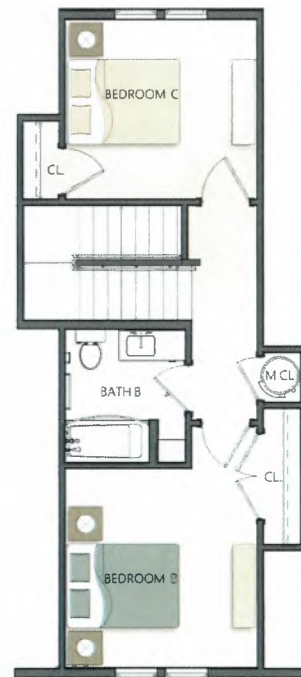
06-24-2026



FRONT ELEVATION



LOWER FLOOR PLAN



UPPER FLOOR PLAN



LEO COTTAGES

GC-BRICK COTTAGE WITH GARAGE – 3BR

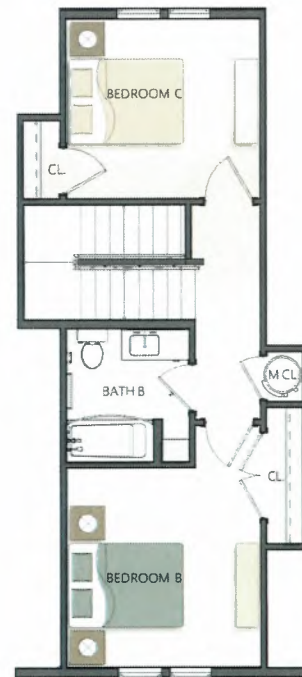
06-24-2026
(For Units located adjacent to 31st Street Right of Way)



FRONT ELEVATION
UNIT ONLY OCCURS AT PUBLIC RIGHT OF WAY



LOWER FLOOR PLAN



UPPER FLOOR PLAN



LEO COTTAGES

GD-COTTAGE WITH GARAGE ALT – 4BR
06-24-2026



FRONT ELEVATION



LOWER FLOOR PLAN



UPPER FLOOR PLAN



LEO COTTAGES

TA-2-ROWHOUSE TWIN – 2BR

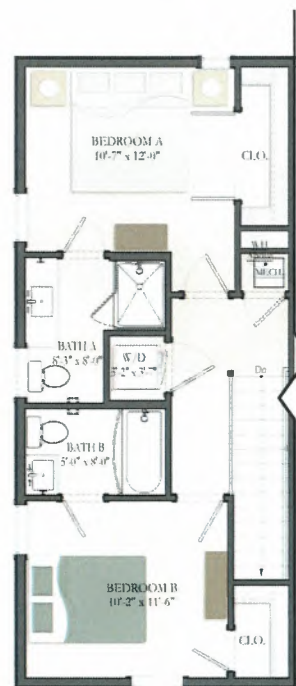
06-24-2026



FRONT ELEVATION



LOWER FLOOR PLAN



UPPER FLOOR PLAN



LEO COTTAGES

TA-2-G-RROWHOUSE TWIN WITH GARAGE – 2BR

06-24-2026



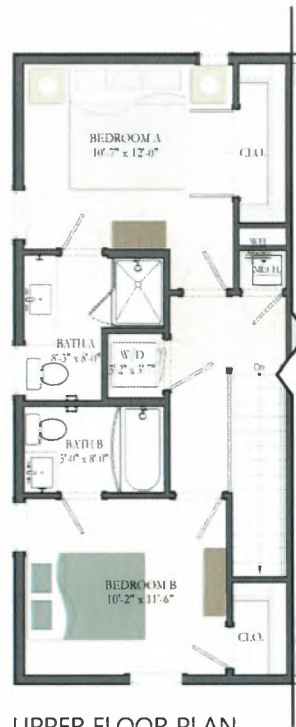
FRONT ELEVATION



REAR ELEVATION



LOWER FLOOR PLAN



UPPER FLOOR PLAN



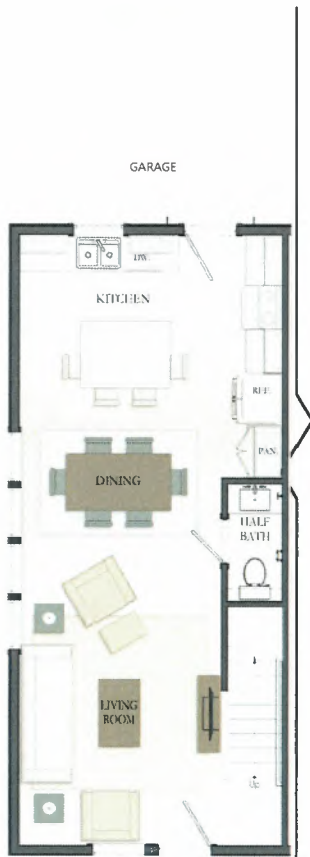
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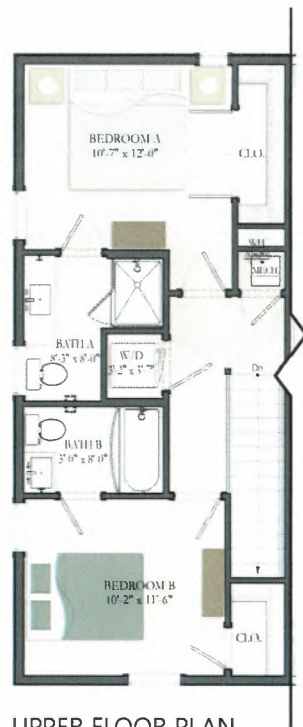
06-24-2026



FRONT ELEVATION



LOWER FLOOR PLAN



UPPER FLOOR PLAN



LEO COTTAGES

TB-2- BRICK ROWHOUSE TWIN – 2BR

06-24-2026

(For Units located adjacent to 31st Street Right of Way)

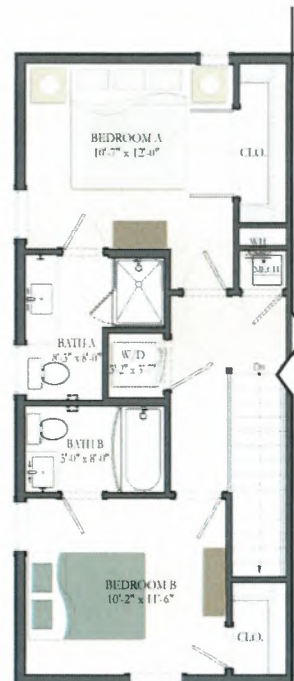


FRONT ELEVATION

UNIT ONLY OCCURS AT PUBLIC RIGHT OF WAY



LOWER FLOOR PLAN



UPPER FLOOR PLAN



LEO COTTAGES

TB-2G-ROWHOUSE TWIN WITH GARAGE – 2BR

06-24-2026



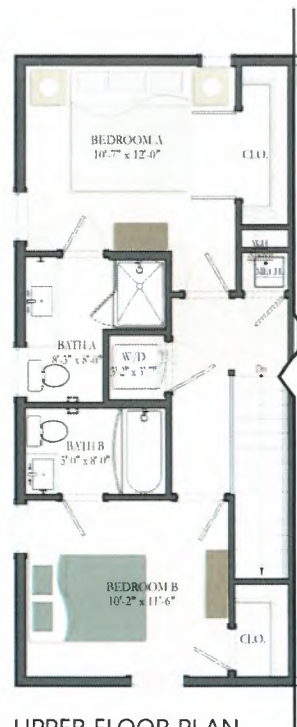
FRONT ELEVATION



REAR ELEVATION



LOWER FLOOR PLAN



UPPER FLOOR PLAN



LEO COTTAGES

TB-2G- BRICK ROWHOUSE TWIN WITH GARAGE – 2BR

06-24-2026

(For Units located adjacent to 31st Street Right of Way)



FRONT ELEVATION

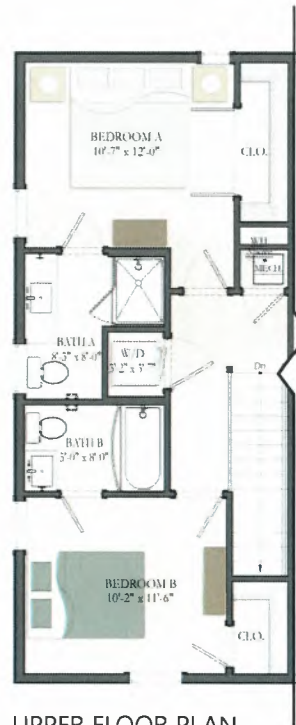
UNIT ONLY OCCURS AT PUBLIC RIGHT OF WAY



REAR ELEVATION



LOWER FLOOR PLAN



UPPER FLOOR PLAN



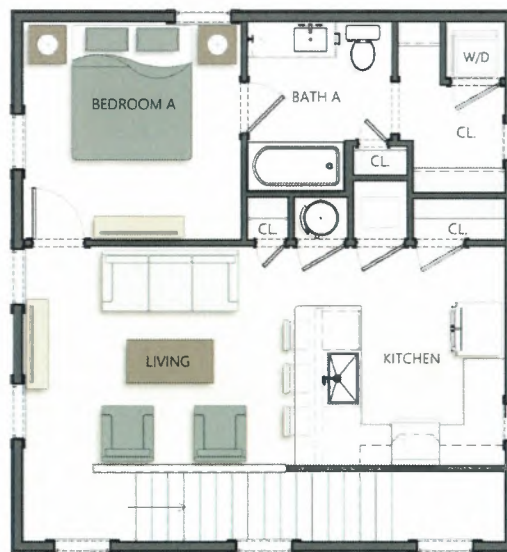
LEO COTTAGES

SE-STACKED DUPLEX – 1BR

06-24-2026



FRONT ELEVATION



LOWER FLOOR PLAN (UPPER SIMILAR)





VOT FOR CONSTRUCTION

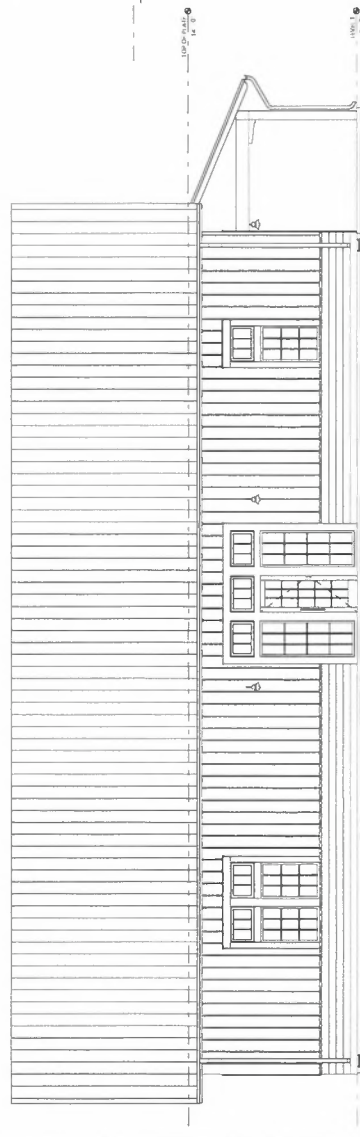
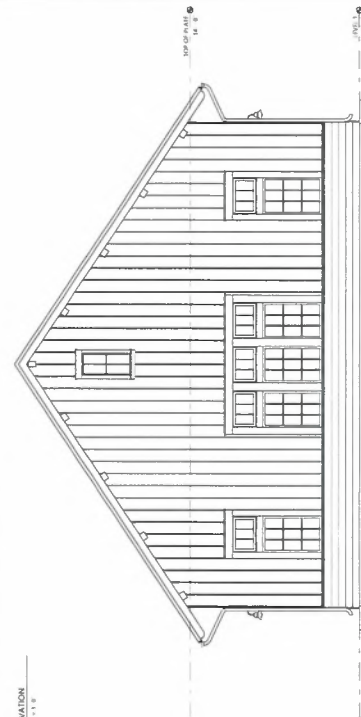
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FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

NEQUETTE PROJECT NUMBER: 25033

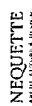
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AA - CLUBHOUSE -
ELEVATIONS

A201-C



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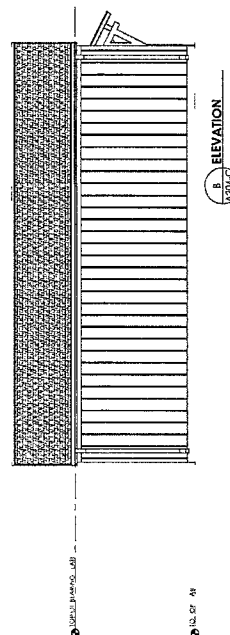
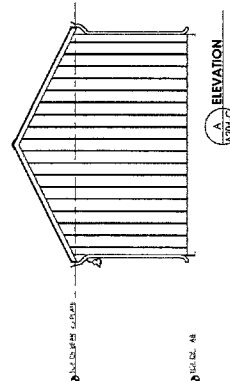


FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

[illegible]

ROAD MAINTENANCE BUILDING ELEVATIONS

A204-C





LEO COTTAGES
FRANKLIN, MI
NEQUETTE PROJECT NUMBER: 25033

DA - DUPLEX -
1BR/2BR -
ELEVATIONS

A208-C

DATE	TIME
8/15/06	00:24

REVISION LOG		
ID	DATE	REVISION

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1BR/2BR -

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Received 10 May 2006; accepted 10 May 2006





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ARCHITECTURAL

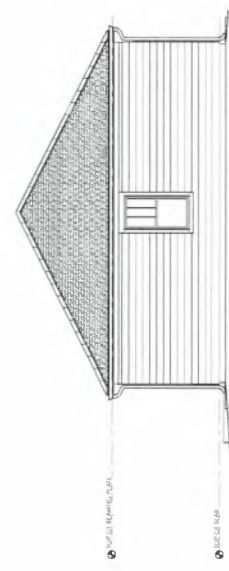
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NEQUETTE PROJECT NUMBER: 25033

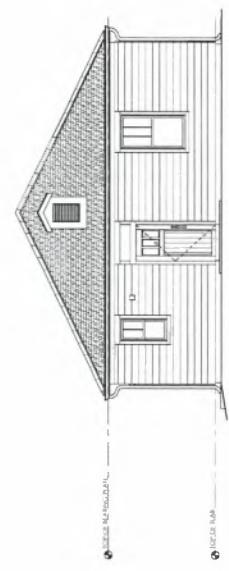
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D8 - 1BR 2BR -
ELEVATIONS

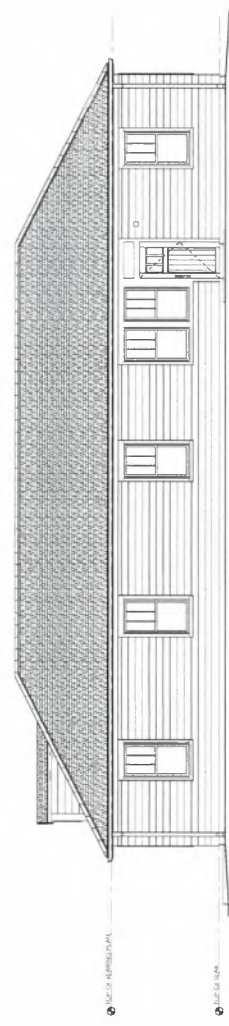
A209-C



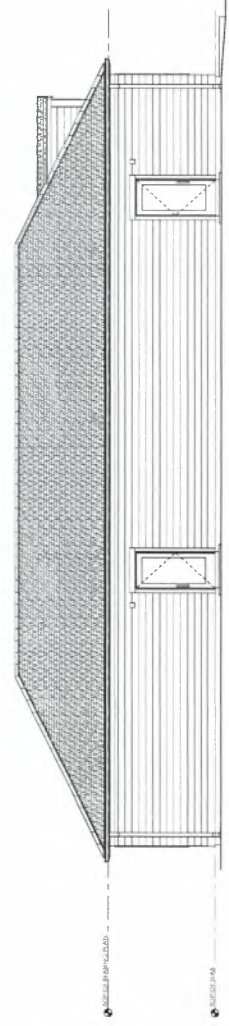
9 ELEVATION
A209-C
1/4" = 1'-0"



7 ELEVATION
A209-C
1/4" = 1'-0"



10 ELEVATION
A209-C
1/4" = 1'-0"



8 ELEVATION
A209-C
1/4" = 1'-0"

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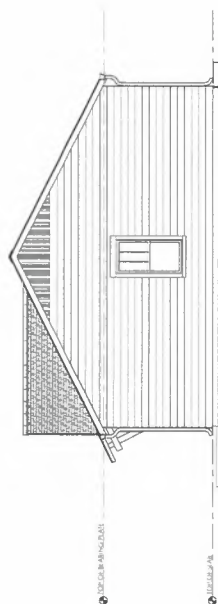
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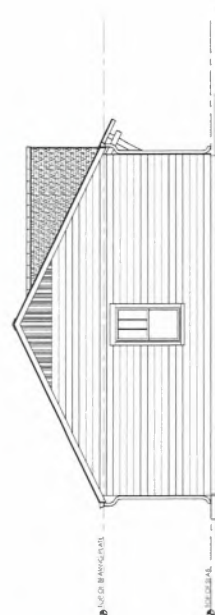
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NEQUETTE PROJECT NUMBER: 23001

[illegible]DC - 2BR -
ELEVATIONS

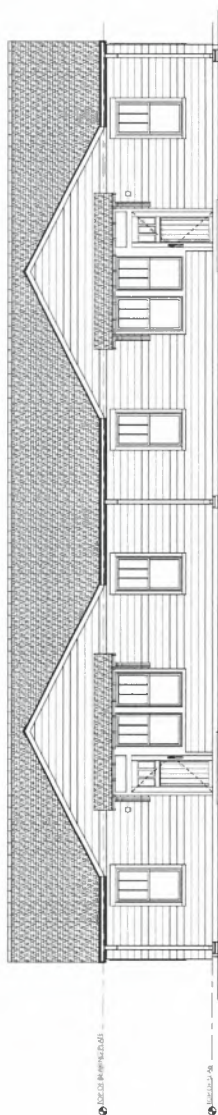
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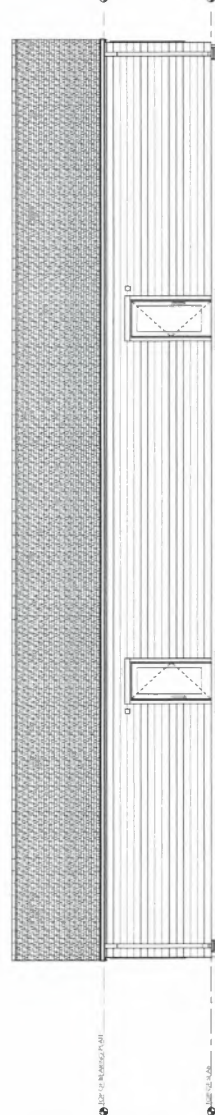
ELEVATION



ELEVATION



ELEVATION



ELEVATION

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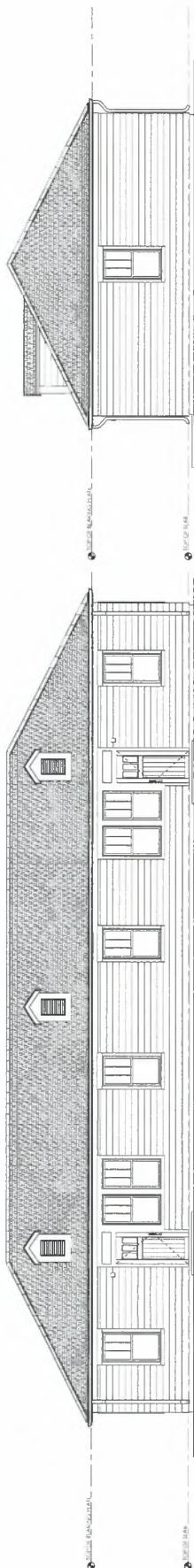


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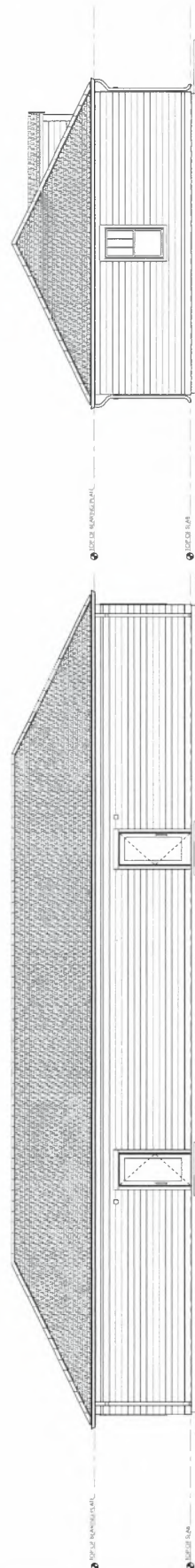
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FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

DD - 2BR -
ELEVATIONS

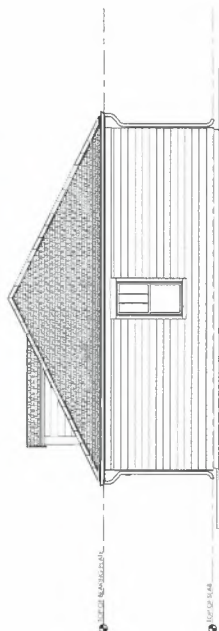
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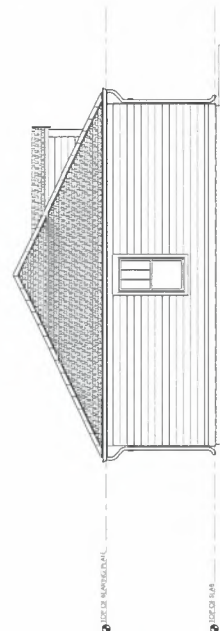
ELEVATION
1/4" = 1' 0'



B
ELEVATION
A226-C
1/4" = 1' U



ELEVATION
1/4" = 1' 0"



A
A226-C

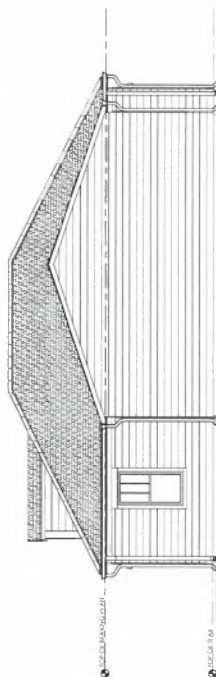


VOTE FOR CONSTRUCTION

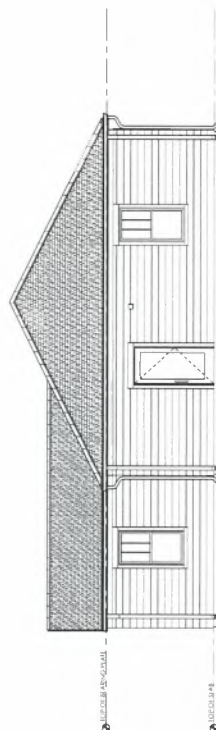
LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

[illegible]GA - 2BR -
ELEVATIONS

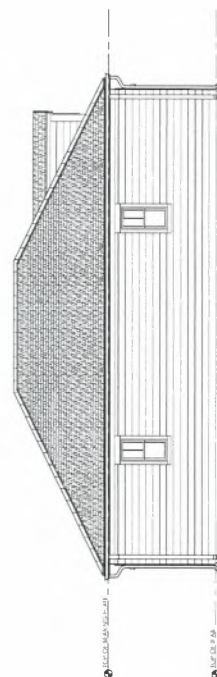
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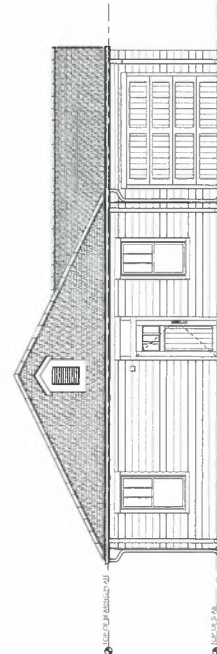
ELEVATION
1/4" = 1' 0"



ELEVATION
1/4" = 1' 0"



8
A215-C



A
ELEVATION

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LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

DISTRIBUTION LOG		REVISION LOG	
DATE	USER	DATE	USER
03/1/06	DSJ/SBJ		

GA-B - COTTAGE
WITH GARAGE (REAR
LOADED) - 2BR -
ELEVATIONS

A215.1-C





NOT FOR CONSTRUCTION

LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

[illegible]

66C - COTTAGE WITH
GARAGE - 3BR -
ELEVATIONS

A217-C



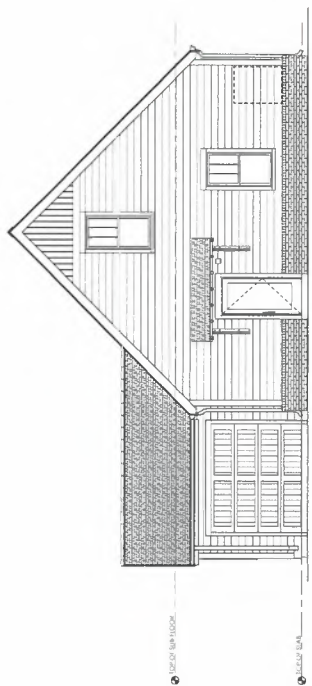


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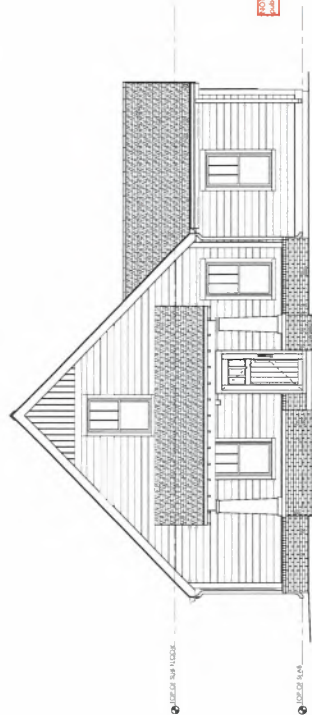
LEO AT FISHERS
FISHERS, IN
NEQUETTE PROJECT NUMBER 23015

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WITH GARAGE - 3BR -
ELEVATIONS

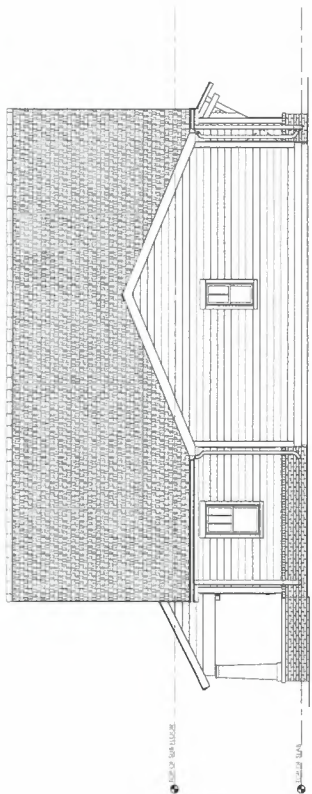
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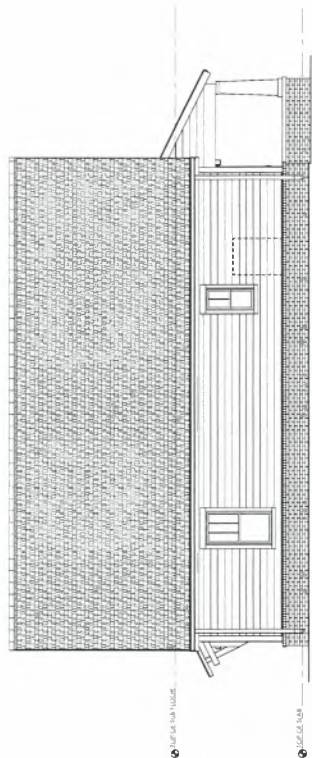
C
217.1-0
ELEVATION
1/8"=1'0"



A
217.1-0. ELEVATION
1/4" = 1'0"



D
217.1-2



8 ELEVATION
217.1- $\frac{1}{4}$ 1/4 = 10

NOTE: Used only once in public right of way.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

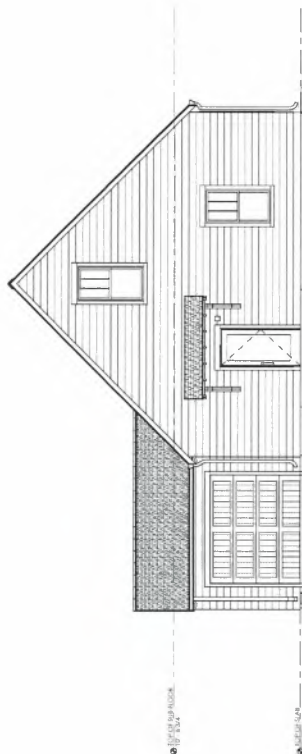


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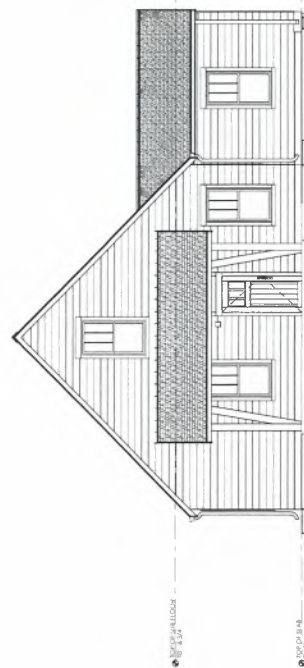
LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

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GARAGE (REAR
LOADED) - 3BR -
ELEVATIONS

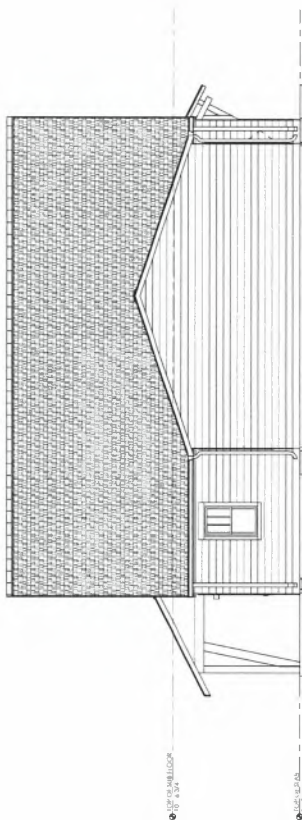
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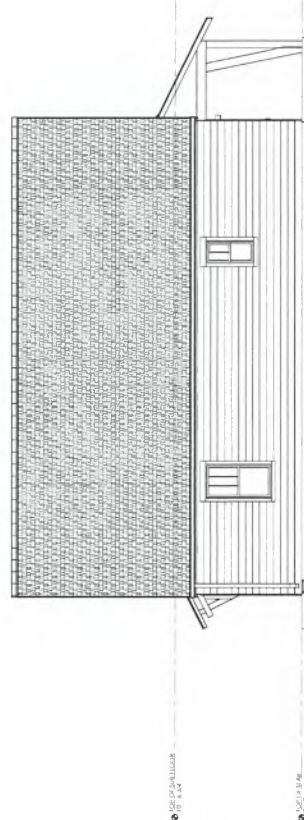
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217.1-2
ELEVATION
1/4" = 1'-0"



A
217.1-ELEVATION
1/4-10



ELEVATION
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217.1-2 $1/4 \times 1 \sigma$



8 ELEVATION
217.1-2 1/4 IN 10'

Journal of Management Education 36(7) 809-824



LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

SED - COTTAGE WITH
GARAGE ALT - 3BR -
ELEVATIONS

A218-C

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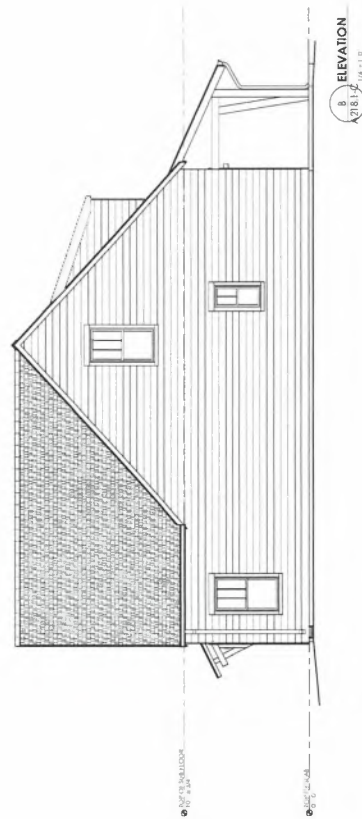
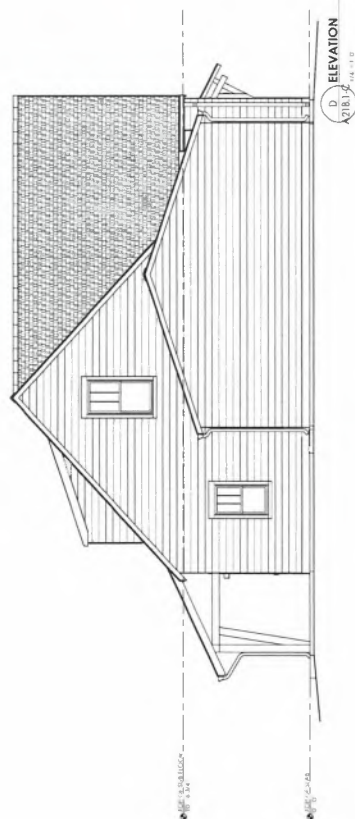
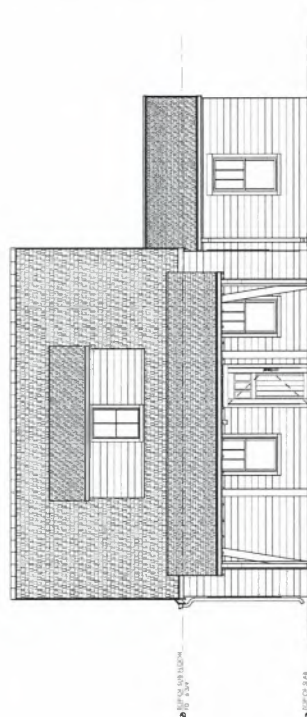
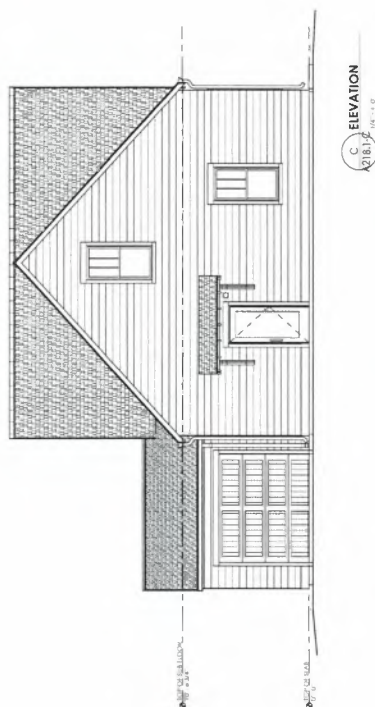
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LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER 25033

SD-8 COTTAGE WITH
GARAGE (REAR
LOADED) - 3BR -
ELEVATIONS

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LEO COTTAGES
FRANKLIN, WI
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SE - STACKED DUPLEX
- 1BR

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LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

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REVISION LOG

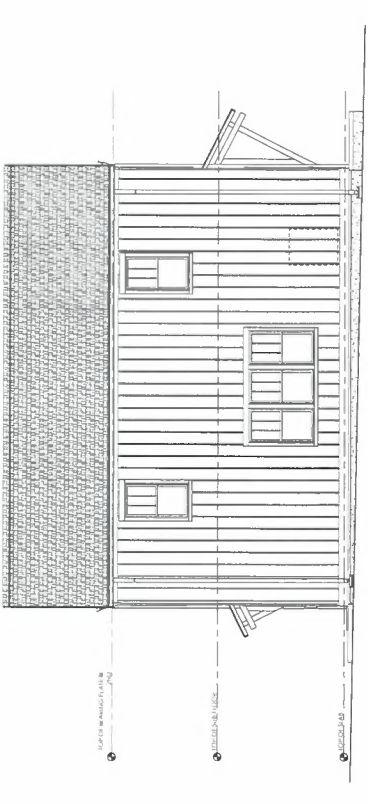
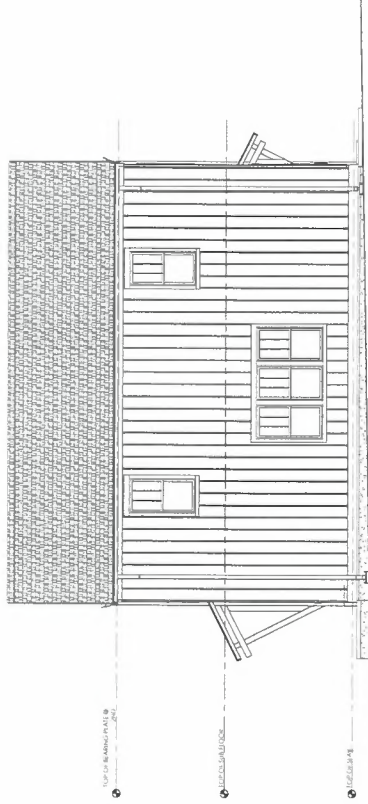
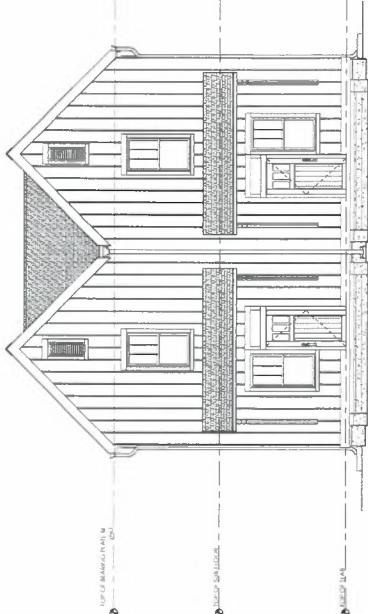
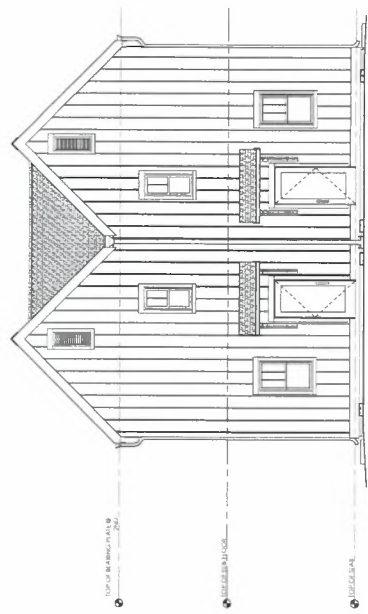
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BY

FOR

TA-2 ROWHOUSE
TWIN - 2BR -
ELEVATIONS

A231-C



NEQUETTE ARCHITECTURAL & BUILDING
11111 WISCONSIN AVENUE, SUITE 100
MILWAUKEE, WI 53224
TEL: 414.224.1111
WWW.NEQUETTEARCHITECT.COM



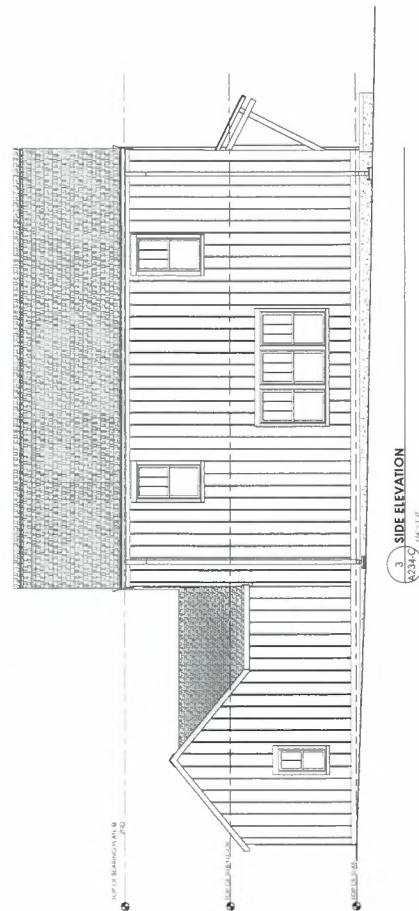
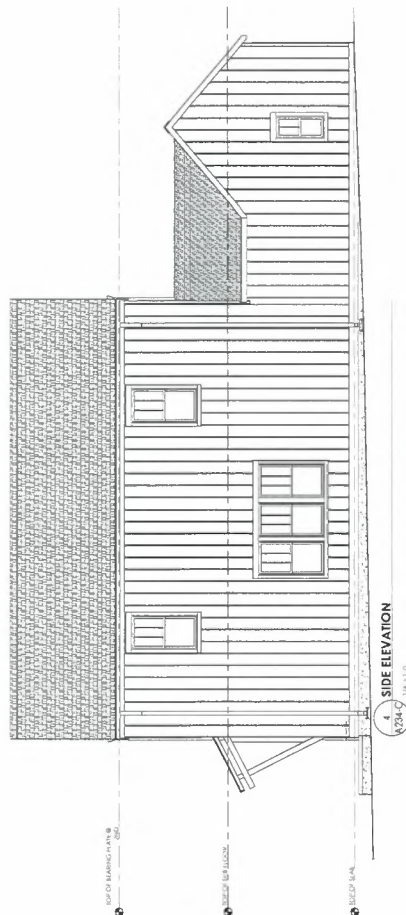
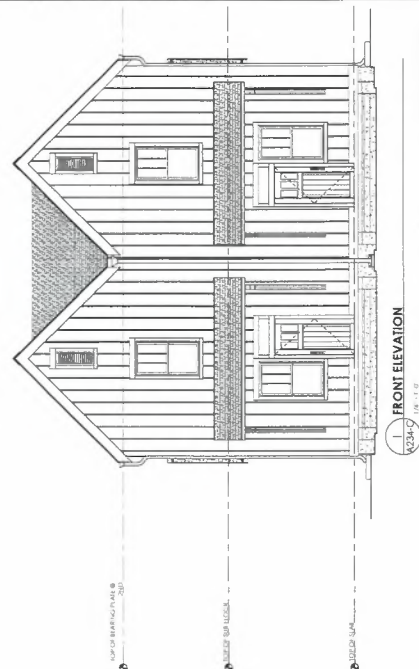
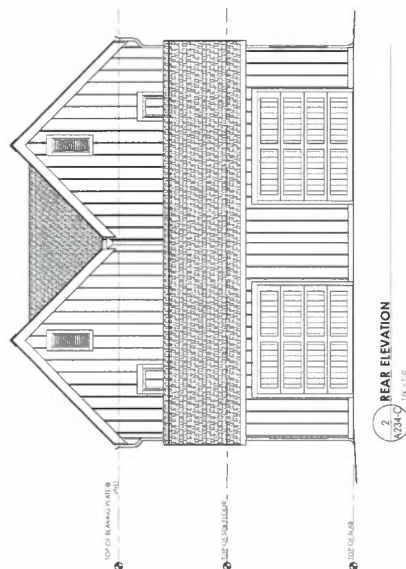
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LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

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TA-2-G ROWHOUSE
TWIN W GARAGE -
2BR/2BR -
ELEVATIONS

A234-C





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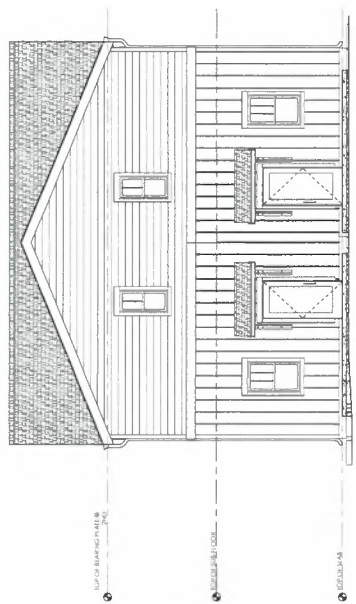
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FRANKLIN, WI

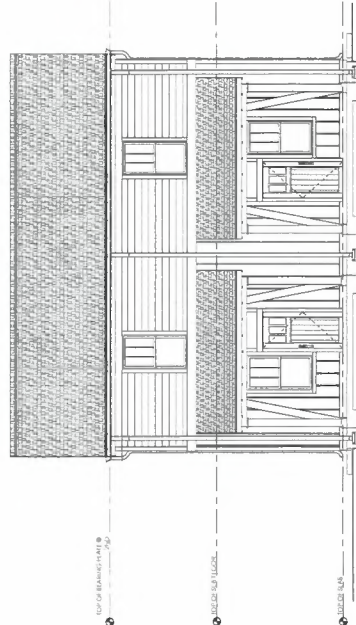
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REVISION LOG	
DATE	DESCRIPTION

1B-2 ROWHOUSE
TWIN ALT - 28R -
ELEVATIONS

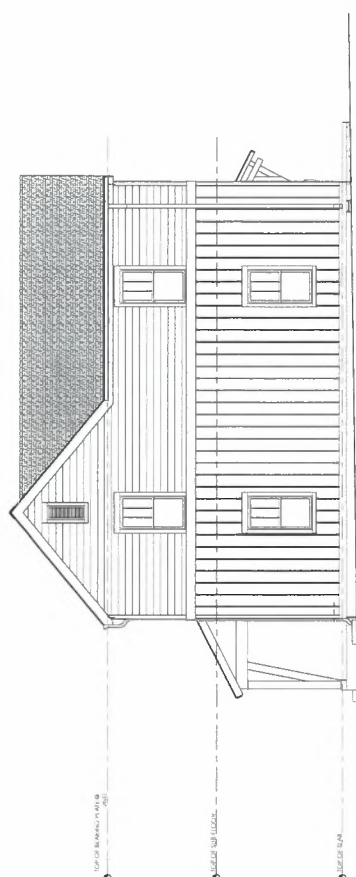
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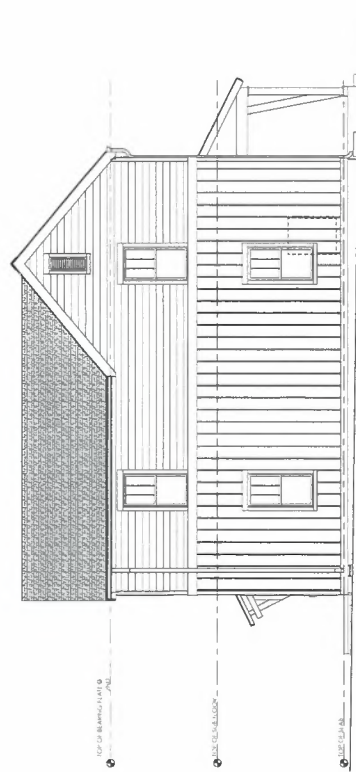
2 REAR ELEVATION
A240-C 1/4" = 1'-0"



1 FRONT ELEVATION
A240-C 1/4" = 1'-0"



4 SIDE ELEVATION
A240-C 1/4" = 1'-0"



3 SIDE ELEVATION
A240-C 1/4" = 1'-0"

NEQUETTE ARCHITECTURE & DESIGN 1100 W. WISCONSIN AVENUE, SUITE 200, MILWAUKEE, WI 53233



VOTE FOR CONSTRUCTION

LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER 25033

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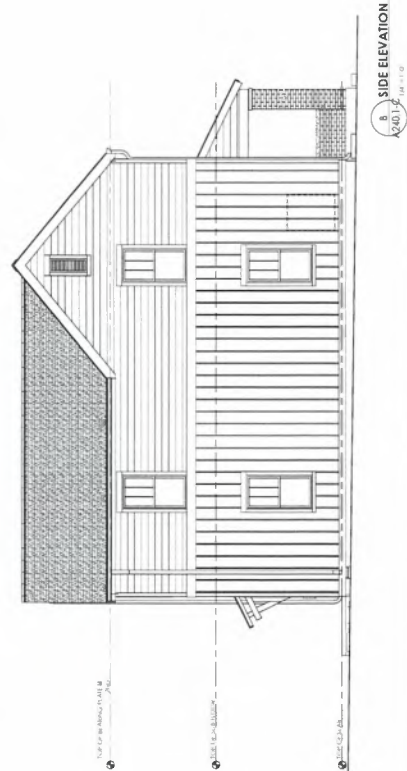
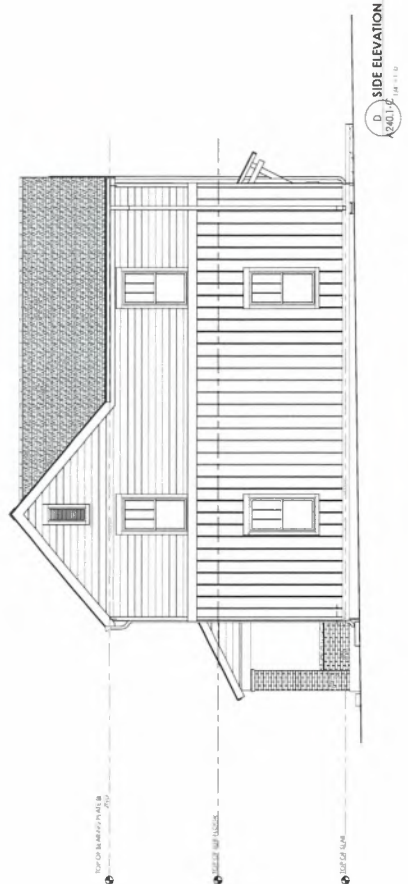
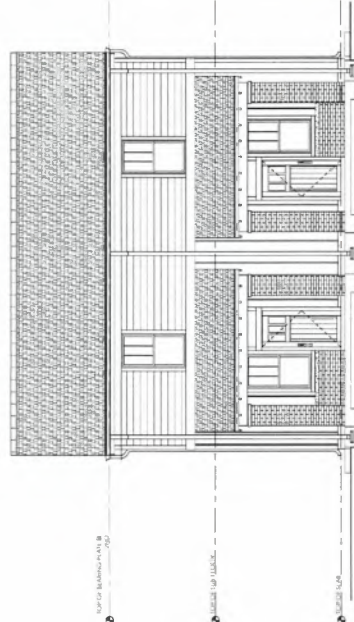
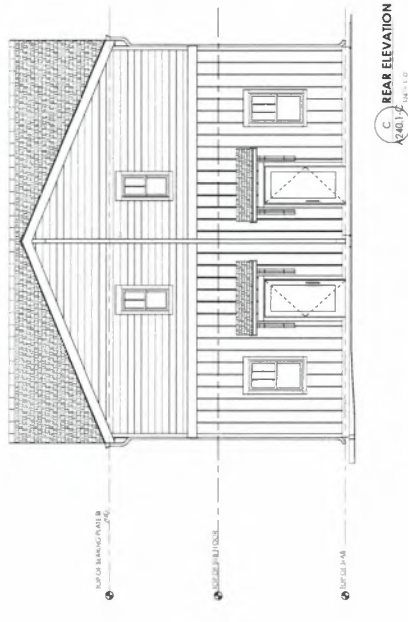
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DATE	TIME

TB-2 BRICK
ROWHOUSE TWIN
ALT - ZBR -
ELEVATIONS

NOTE Use only occurs at public right of way

A240.1-C

A FRONT ELEVATION





LEO COTTAGES
FRANKLIN, WI
NEQUETTE PROJECT NUMBER: 25033

TB-2-G ROWHOUSE
TWIN ALT W/
GARAGE- 2BR/2BR -
ELEVATIONS

A241-C

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LEO COTTAGES

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NEQUETTE PROJECT NUMBER: 25033

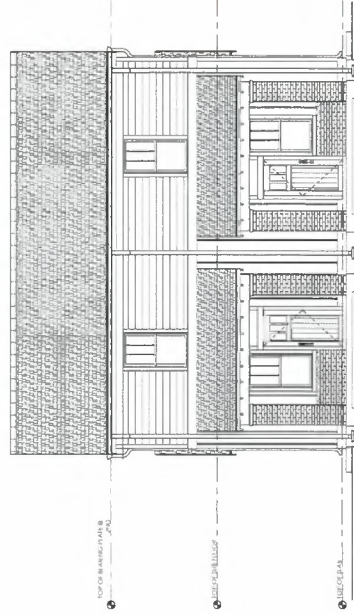
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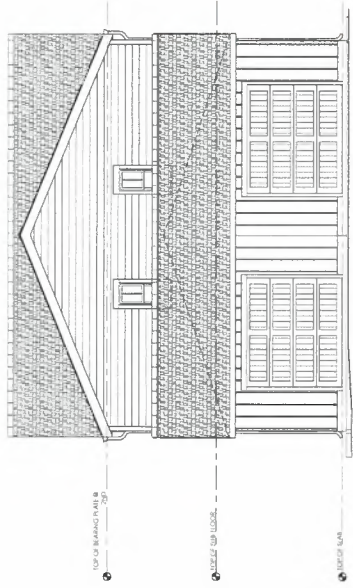
TB-2-G-BRICK -
ROWHOUSE TWIN
ALT - 28R -
ELEVATIONS

NOTE: Use only materials of
public right of way

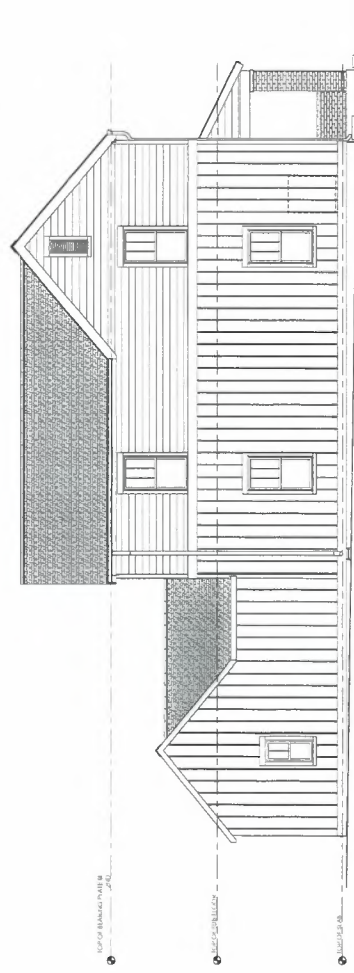
A FRONT ELEVATION
A241.1-C
1/4" = 1'-0"



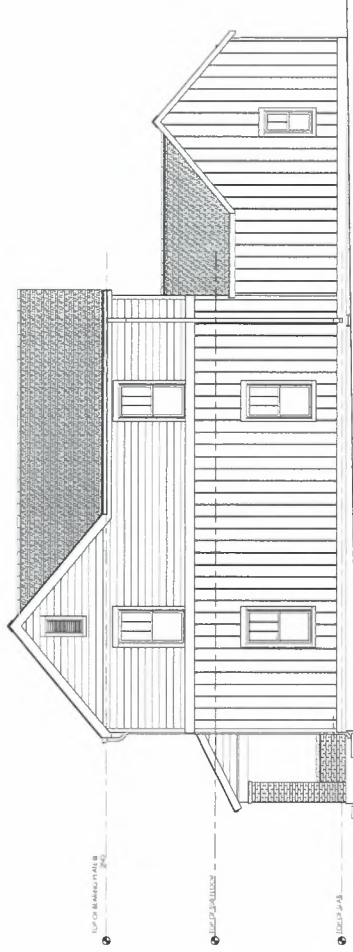
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1/4" = 1'-0"



B SIDE ELEVATION
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D SIDE ELEVATION
A241.1-C
1/4" = 1'-0"





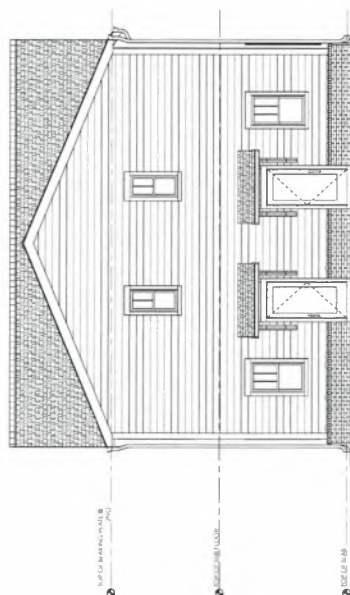
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FRANKLIN, WI
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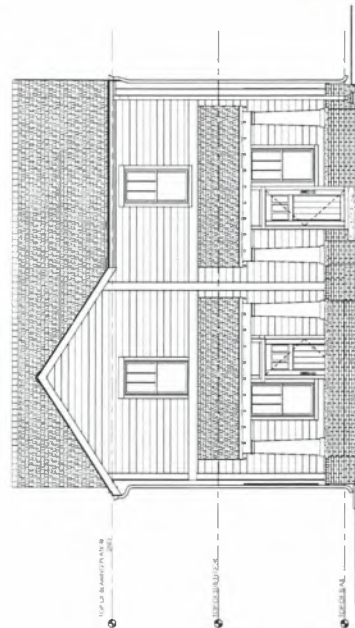
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TE-2 BRICK
ROWHOUSE TWIN
ALT - 28R -
ELEVATIONS

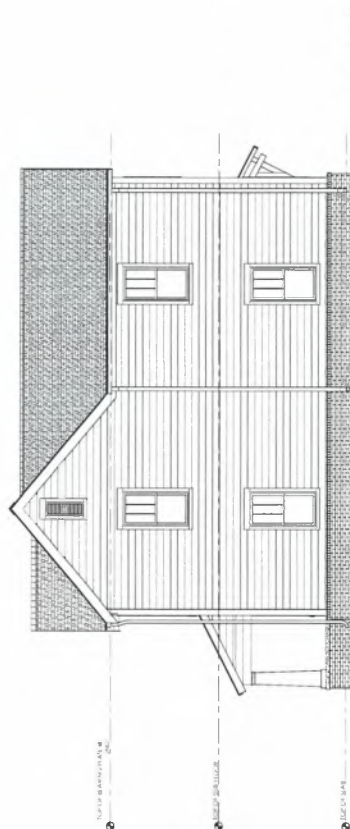
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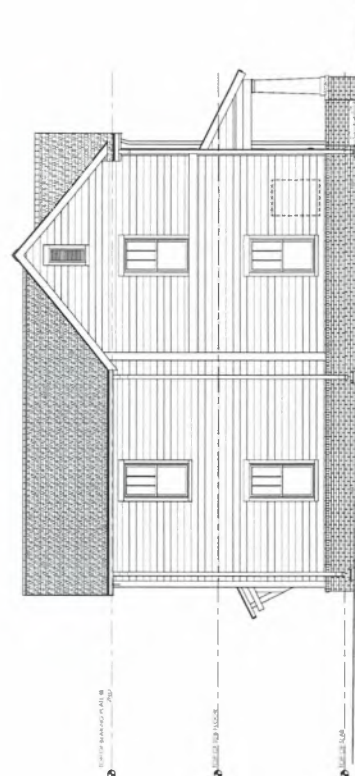
REAR ELEVATION



FRONT ELEVATION



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



8
A244-C
SIDE ELEVATION
1/4" = 1'-0"


 1/4" x 1/4"

מלא את שם הורך: _____



LEO Living Response to Planned Development Standards

April 24, 2026, Revised June 29, 2026

SECTION 15-10-04 MODIFICATION STANDARDS

The applicant is requesting departures from:

1. §15-4-01(B)1 - Duplexes primary entrances shall be oriented toward the designated front lot line.

Justification: *The assembled properties will create a site that is approximately 24 acres in size with the designated front lot line along 31st Street to the east. LEO Living will be a residential community consisting of 166 built-for-rent units. The property will have one owner, but because there are multiple buildings, there are many buildings not adjacent to lot lines. To promote a sense of community, differentiation, and privacy, it is a common design feature of LEO Living communities to position some buildings with entrances not oriented toward the designated front lot line. This departure is also consistent with the City's priority order for multifamily complex primary entrances in §15-4-01(E) as Leo Living orients its buildings towards primary internal streets, parks or other common open space, and secondary internal streets.*

Tangible Benefit – Placemaking

The requested modification supports the City's placemaking objectives by allowing building entrances to be oriented toward the development's internal streets, sidewalks, and common open spaces where they best contribute to neighborhood activity and pedestrian connectivity. Rather than requiring all duplex entrances to face the designated front lot line, the proposed orientation responds to the overall site design, creating a more cohesive and functional residential environment.

This flexibility allows buildings to frame shared open spaces, activate pedestrian corridors, and strengthen the relationship between homes and the community's internal network of sidewalks and amenities. The result is a neighborhood that encourages walkability, social interaction, and a stronger sense of place while maintaining attractive building façades along the public streetscape.

Accordingly, the requested modification advances the intent of the Unified Development Ordinance by enhancing the overall design and functionality of the development through thoughtful building orientation that prioritizes the pedestrian experience and the quality of the neighborhood as a whole.

2. §15-4-01(C)1 - Townhomes shall be oriented with their primary entrances either:
 - a. Toward the designated front lot line. The primary entrance of end unit townhomes on corner lots may be oriented toward the designated front or exterior side lot line.
 - b. Toward an internal courtyard space. The primary entrance of end unit townhomes closest to the designated front lot line shall be oriented toward the designated front lot line.

Justification: *The proposed development requests approval to orient select townhome primary entrances toward the development's internal streets, sidewalks, and common open spaces rather than exclusively toward the designated front lot line or internal courtyard, where appropriate. This approach allows building orientation to respond to the overall site design while maintaining active, pedestrian-oriented frontages throughout the community.*

The proposed entrance locations strengthen the relationship between the homes and the neighborhood's primary pedestrian network, creating a more cohesive and walkable residential environment. Entrances are intentionally oriented toward the spaces where residents and visitors will walk, gather, and interact, enhancing accessibility, visibility, and neighborhood character while maintaining attractive building façades along both public and private streets.

The requested modification does not diminish the intent of the Unified Development Ordinance, but instead provides flexibility to achieve a more functional site layout and a higher-quality neighborhood design by allowing building orientation to respond to the unique configuration of the development rather than a single prescribed lot orientation.



Tangible Benefit – Placemaking

The requested modification advances the City's placemaking objectives by allowing building entrances to be oriented toward the development's primary pedestrian realm, including internal streets, sidewalks, and common open spaces, rather than solely toward the designated front lot line or courtyard. This flexibility creates a more cohesive neighborhood and strengthens the relationship between homes and the spaces where residents and visitors walk, gather, and interact.

By allowing building orientation to respond to the overall site design, the development enhances walkability, promotes neighborhood interaction, and reinforces a distinctive sense of place while maintaining an attractive and active streetscape throughout the community. The result is a more functional and thoughtfully designed residential environment that fulfills the intent of the Planned Development standards.

3. §15-4-01(B)2 – A minimum of one (1) of the parking spaces, as specified in Section 15-5-01(B) of this UDO, shall be provided in an attached or detached garage.

Justification: *With 116 attached garage parking spaces for the 166 residential homes, the vast majority (70%) of the residences will have attached garages. In addition, those homes have 64 driveway apron parking spaces so LEO Living will have 180 parking spaces attached or immediately adjacent to the 166 residential homes. The departure to allow some flexibility in garage parking gives us the ability to offer a wider range of unit price points, respond to real market demand, and avoid forcing residents to pay for garages they may never use. It also supports modern transportation habits, encourages more sustainable site design, and makes efficient use of limited land.*

Tangible Benefit – Placemaking

The requested modification allows greater flexibility in the arrangement of buildings and parking, enabling the development to create a more cohesive and pedestrian-oriented neighborhood. Rather than prioritizing attached garages for every dwelling, the site design emphasizes attractive streetscapes, enhanced landscaping, interconnected sidewalks, common open spaces, and neighborhood amenities that contribute to a distinctive identity and stronger sense of place. This design approach creates a more engaging residential environment while maintaining sufficient parking for residents and visitors and advancing the City's placemaking objectives.

4. §15-5-01(C)1.b – Cross Access. To facilitate vehicular access between adjoining developments and to minimize off-street parking area access points along streets and alleys, all development other than single-family residential development located on a lot front on collector or arterial roadway shall comply with the following standards:
 - a. Internal vehicular circulation systems shall be designed to allow for vehicular cross-access between the development's off-street parking areas and off-street parking areas in an adjoining non-single-family development, or to the boundary of an adjoining vacant parcel.
 - b. Required vehicular cross-access between adjoining off-street parking areas shall be provided through the use of a single two-way maneuvering lane or two (2) one-way maneuvering lanes that comply with the requirements of Table 15-5-01(C) are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
 - c. Vehicular cross-access between off-street parking areas on adjoining lots shall cross the lot line at right angles or as close to right angles as possible to provide site access.

Justification: *The site provides cross access points to permit future connections at the north and south of the property should the adjacent parcels be further developed.*

Tangible Benefit: Placemaking

The Applicant is not requesting relief from the requirement to provide future cross-access, but rather from the timing of constructing the improvement. The proposed development designs for and identifies the necessary cross-access easement to preserve the opportunity for future vehicular connectivity as adjacent properties develop or redevelop. However, construction of the connection is not proposed at this time due to significant existing grade changes and site conditions on the adjoining properties, which make the connection impractical and would require unnecessary disturbance without providing an immediate public benefit.



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By preserving the easement while deferring construction until a future connection is feasible, the development advances the City's long-term planning objectives while allowing the site to function as a cohesive residential neighborhood that is harmonious with adjacent single-family properties. This approach enhances placemaking by providing greater flexibility for high-quality site design, including enhanced landscaping, pedestrian connectivity, open space, and safe internal circulation, rather than constructing a cross-access that cannot reasonably function under existing conditions.

Accordingly, the requested modification preserves the intent of the Unified Development Ordinance by accommodating future interconnectivity while resulting in a more attractive, functional, and thoughtfully designed residential community consistent with the objectives of the Planned Development standards.

5. §15-5-10(B) - Exterior Building Cladding Materials. Allowable exterior building cladding materials shall be as detailed in Table 15-5-10(B). When part of a common development, buildings shall utilize materials that are consistent with or complement surrounding development.

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

District	Building Facade Elevation	Masonry (1)	Lap Siding, Stucco (2)	EIFS, Concrete	Architectural Metal Siding (3)	Vinyl Siding, Unfinished Concrete Block
R-M - Multi-Unit Residential, Commercial and Mixed-Use, I - Institutional, and B-P - Business Park Districts	Front, Street Side	Min. 50%	Max. 50%	Max. 15%	Max. 15%	Not permitted
	Interior Side	Min. 25%	Max. 75%	Max. 25%	Max. 25%	Not permitted
	Rear	Any % allowed	Any % allowed	Max. 25%	Max. 25%	Max. 25%
U - Limited Industrial District	Front, Street Side	Min. 30%	Max. 60%	Max. 30%	Max. 30%	Not permitted
	Interior Side	Any % allowed	Max. 80%	Max. 40%	Max. 40%	Not permitted
	Rear	Any % allowed	Any % allowed	Max. 40%	Max. 40%	Max. 40%

Notes:

- (1) Masonry shall include brick, stacked stone, stone, stone masonry units, and architectural concrete masonry units.
- (2) Lap siding shall include cementitious fiber board.
- (3) Architectural metal siding shall not be corrugated.

Justification: All building facades along 31st Street that are visible from the public right-of-way include a minimum 50% masonry component and a maximum 50% lap siding. The applicant requests that the remaining buildings, which are internal to LEO Living and not visible from the public right-of-way, be permitted to use 100% vinyl siding.

Using vinyl siding on select interior building facades reduces overall project costs while still allowing LEO Living to deliver a Class A community with contemporary exterior and interior finishes, attractive shared resident amenities, and high-quality construction. Careful cost management directly supports the project's ability to contribute to housing affordability and attainability. Modern vinyl siding products have significantly improved in quality, offering strong weather resistance, low maintenance, and long-term performance that supports a well-designed and visually appealing development.

Tangible Benefit: Placemaking

The requested modification supports the City's placemaking objectives by creating a cohesive, high-quality residential neighborhood that emphasizes architectural character where it is most impactful—along the public streetscape. All buildings adjacent to and visible from the public right-of-way will incorporate a minimum of 50 percent masonry on the front elevation, establishing a durable and visually appealing street presence consistent with the intent of the Unified Development Ordinance.

The Applicant understands and supports the City's objective of promoting high-quality architecture and discouraging the use of outdated, low-quality exterior materials. However, the proposed premium architectural-grade vinyl siding on select interior building facades differs substantially from the products that shaped many communities' perceptions of vinyl siding decades ago. Advances in manufacturing technology have resulted in thicker panels, enhanced wind and impact resistance, superior color retention, and realistic wood-grain textures that are routinely incorporated into high-quality residential developments throughout the United States.



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Today's premium architectural-grade siding is manufactured and tested to nationally recognized performance standards, including ASTM D3679 for durability, weatherability, impact resistance, dimensional stability, and wind-load performance. Many products are further certified through the Vinyl Siding Institute (VSI) Certification Program and receive International Code Council Evaluation Service (ICC-ES) reports verifying compliance with the International Building Code and International Residential Code. The National Association of Home Builders (NAHB) also recognizes vinyl siding as one of the most widely used residential cladding materials because of its durability, weather resistance, and low maintenance requirements.

The side and rear elevations of the buildings along 31st Street will utilize the premium architectural-grade lap siding as part of a coordinated exterior material palette that includes enhanced trim details, varied rooflines, articulated façades, complementary colors, and professionally designed landscaping. The overall quality of the development is achieved through the integration of these architectural elements rather than any single exterior material.

Further, when thoughtfully designed, the use of vinyl and lap blends seamlessly, making the distinction between the two virtually indiscernible to the casual observer. The buildings present a harmonious appearance, where differences in material application support performance and cost efficiency without disrupting the overall architectural character. Accordingly, the requested modification fulfills the intent of the Unified Development Ordinance by creating a durable, attractive, and cohesive residential streetscape while allowing the flexibility to incorporate modern architectural-grade siding that meets nationally recognized performance standards. The result is a thoughtfully designed neighborhood that reinforces a distinctive sense of place and advances the City's placemaking objectives.

6. §15-5-01(C)2 Parking Stall and Aisle Dimensional Standards.

Table 15-5-01(C): Parking Stall and Aisle Dimensional Requirements

	(SW)	(SD)	(W1)	(W2)	Depth of Interlocking Spaces	(O)
Parking Angle (Degrees)	Space Width	Space Depth	Aisle Width (1-Way)	Aisle Width (2-Way)		Overhang
0	10'	22'	12'	18'	n/a	n/a
45	10'	17'	12'	18'	28.25'	1.5'
60	10'	18'	16'	18'	32'	1.5'
90	10'	18'	24'	24'	36'	n/a

Justification: The development requests approval to provide 9-foot by 22-foot parallel parking spaces in lieu of the required 10-foot width while increasing the drive aisle width to 24 feet. The proposed parking configuration maintains safe, functional, and efficient parking for residents and visitors while improving overall vehicular circulation throughout the development.

The slight reduction in the width of parallel parking spaces allows for a more efficient site layout without reducing the number of parking spaces provided or adversely affecting parking functionality. The proposed 22-foot stall length remains consistent with ordinance requirements, ensuring adequate vehicle accommodation, while the 24-foot drive aisles exceed the minimum ordinance requirement, providing enhanced maneuverability for passenger vehicles, emergency responders, service vehicles, and delivery vehicles.

Tangible Benefit: Sustainable Design

The requested modification supports the City's sustainable design objectives by allowing 9-foot by 22-foot parallel parking spaces in lieu of the required 10-foot width while increasing the drive aisle width to 24 feet. The proposed parking configuration maintains safe and functional parking for residents and visitors while providing enhanced vehicular circulation and maneuverability throughout the development.

The modest reduction in parallel parking stall width allows for a more efficient site layout, reducing unnecessary paved areas and creating greater opportunities for landscaping, open space, and pedestrian amenities without compromising the overall parking supply or functionality. At the same time, the 24-foot drive aisles exceed the



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minimum ordinance requirement, improving two-way traffic flow, emergency vehicle access, service vehicle maneuverability, and overall site safety.

Accordingly, the requested modification provides a more balanced and sustainable site design that enhances circulation, supports high-quality neighborhood planning, and advances the objectives of the Planned Development standards by creating a safer, more efficient, and visually attractive residential community.



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#410
Clearwater, FL 33760

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June 29, 2026

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

RE: 7631, 7705, 7721 S. 31st Street
Response to Comments CUP, PDO, and SP Applications

Dear Ms. Ecks:

Advenir Azora Development (AAD) is in receipt of staff comments provided in regard to the above-referenced development's PDO, Conditional Use, Land Combination, and Site Plan reviews. Please accept this letter as our revised response to those comments.

Outlined below are our revised responses to each comment from the Department of City Development memo dated June 19, 2026, along with clarifications and proposed revisions where applicable. Supporting materials have been updated accordingly and are included for your reference.

General

1. Engineering will conduct a separate review of stormwater management and other items. Proposed site plans must match.

Response: Comment Acknowledged. The applicant received first review comments from Engineering and submitted revised plans and reports on June 15, 2026, for a second review cycle.

Land Combination Application

1. The proposed parcel complies with the area and dimensional requirements of the district.

Response: Comment Acknowledged.

Planned Development Overlay (PDO) District Application

The proposed PDO requests site development allowances of zoning standards to accommodate the development's neighborhood-style design.

1. Staff comments on applicant requested site development allowances:
 - 1) §15-4-01(B)1 - Duplexes primary entrances shall be oriented toward the designated front lot line.
 - a. Concur – see staff recommended development allowances below
 - 2) §15-4-01(B)2 – A minimum of one (1) of the parking spaces, as specified in Section 15-5-01(B) of this UDO, shall be provided in an attached or detached garage.
 - a. Concur – see staff recommended development allowances below
 - 3) §15-5-01(C)1.b – Cross Access.
 - a. This is met by the current proposal.
 - b. A waiver of cross access may be granted by the Zoning Administrator if site conditions do not accommodate a connection. Slope on the north property line would potentially justify a request if desired.
 - 4) §15-5-02(D)3.b – Drive Length. The maximum length of a garage access drive shall be twenty (20) feet from the garage doors.
 - a. Not required – drives meet code regarding taper and approach as designed.
 - 5) §15-5-10(B) - Exterior Building Cladding Materials.
 - a. Concur – see staff recommended development allowances below

Response: Comment Acknowledged.



2. **§15-10-04: Modification Standards.** Please review § 15-10-04: Modification Standards section and provide information on which tangible benefits are provided by the proposed development. Staff would consider this proposal responsive to housing mix, placemaking, Universal Design and Traditional Neighborhood Design.
Response: Comment Acknowledged. Please see revised Modification Standards document.
3. **§15-10-05: Standards of Review.** Applicant has provided required responses.
Response: Comment Acknowledged.
4. **Staff recommended site development allowances:**
 - a. § 15-4-01.B Duplex: The development requires a waiver or modification of design standards for duplexes. (See Conditional Use comments for details)
 - b. § 15-4-01.C Townhome: The development requires a waiver or modification of design standards for townhomes. (See Conditional Use comments for details)
 - c. Modification of § 15-5-10E Glazing (see Site Plan Architectural comments for details)
 - d. Modification of Table 15-5-10(B): Exterior Building Cladding Materials (see Site Plan Architectural comments for details)
 - e. Modification Table 15-5-01(C): Parking Stall and Aisle Dimensional Requirements (See Parking for details)*Response: Comment Acknowledged. Please see revised Modification Standards document.*

Conditional Use Application

Multifamily development requires approval of a Conditional Use in the B-MU zoning district, and is subject to use-specific standards (15-4-01.D).

5. The applicant has provided responses to the general standards for Conditional Uses (15-9-06.H).
 - 1) Compatibility – the immediate neighbors are single family homes on BMU lots; nearby BMU development is multifamily. This proposal bridges the space between multi- and single-family housing with cottage-court style development that broadly complies with the intent of BMU.
Response: Comment Acknowledged.
6. Duplex: The development requires a waiver or modification of the following design and Use-Specific Standards for duplexes. § 15-4-01.B:
 - 1) Duplexes primary entrances shall be oriented toward the designated front lot line.
 - 2) A minimum of one (1) of the parking spaces, as specified in Section 15-5-01(B) of this UDO, shall be provided in an attached or detached garage.
 - 3) Attached garages are encouraged to be located on rear facades. If attached garages are located on the primary facade they shall:
 - a. Not exceed forty-five (45) percent of the facade's total width;
 - b. Be set back a minimum of twenty-five (25) feet from the property line; and
 - c. Be recessed from the primary front facade (excluding porches) of the duplex a minimum of five (5) feet.
 - 4) Exterior building cladding materials shall be time- and weather-tested materials and techniques, such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.
Response: Comment Acknowledged. Please see revised Modification Standards document.



7. Townhome: The development requires a waiver or modification of the following design standards for townhomes. § 15-4-01.C
 - 1) Townhomes shall be oriented with their primary entrances either:
 - a. Toward the designated front lot line. The primary entrance of end unit townhomes on corner lots may be oriented toward the designated front or exterior side lot line.
 - b. Toward an internal courtyard space. The primary entrance of end unit townhomes closest to the designated front lot line shall be oriented toward the designated front lot line.
 - 2) A minimum of one (1) of the parking spaces, as detailed in Section 15-5-01(B) of this UDO shall be provided in an attached or detached garage.
 - 3) Exterior building cladding materials shall be time- and weather-tested materials and techniques, such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture.

Response: Comment Acknowledged. Please see revised Modification Standards document.

Site Plan Application

The proposed development is being reviewed against B-MU zoning standards, with allowances crafted for a proposed Planned Development Overlay to accommodate the applicant's designs. Multifamily Residential use is allowed as a conditional use in BMU. The size of the development requires Plan Commission approval.

General

8. Signage requires separate permitting. Contact staff for information about sign permits.
Response: Comment Acknowledged.
9. Site Plan approval will be conditioned on approval of the Conditional Use and PDO.
Response: Comment Acknowledged.
10. The Traffic Impact Analysis recommends inclusion of stop signs on the LEO site for the access roads to 31st St. (TADI TIA P 13); staff concurs with this recommendation.
Response: Comment Acknowledged.
11. Are proposed interior roads all "two way" allowing travel in both directions?
Response: All internal roads will be two-way allowing travel in both directions.
12. Please provide information about dumpsters or other waste management facilities on site. Note that any dumpster area must be screened.
Response: The LEO Development will propose a singular trash compactor that will be privately maintained. Additionally, the property management team will contract with a third party contractor, like Valet Living, which will be responsible for nightly trash collection from the individual units. This limits a resident needing to access the trash compactor. The trash compactor will be properly screened by fencing material and landscape.
13. Retaining Wall (§ 15-5-09):
 - 1) Please verify that the retaining wall on the north property line does not impact any City or other utility easement.
Response: The proposed wall does not impact any existing or proposed utility easements.
 - 2) Plans for any wall more than three (3) feet in height above the natural lot grade shall be stamped and signed by a professional engineer and submitted to the City Engineer for approval.
Response: Understood, final plans shall be signed and stamped.



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- 3) A safety guard rail or fence is recommended along any portion of a retaining wall exceeding three (3) feet in height.

Response: Comment Acknowledged.

14. Ground-/wall-mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.

Response: Comment Acknowledged.

15. Please include vision clearance areas along S. 31st St. on the site plan (§ 15-5-12). S. 31st is a collector street.

Response: Vision clearance areas have been added to the plans.

16. Site Intensity: See Natural Resources

Response: Comment Acknowledged.

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

17. The application provides adequate plant quantities to comply with Table 15-5-04(A).

Response: Comment Acknowledged.

18. A full Landscape Plan (§15-5-04H) including plant list is required. Staff is OK with conditional approval of this element of the site plan, to allow for full plans to be provided later on. Please note that the City has preferred tree types and encourages the use of native species when practicable.

Response: Comment Acknowledged.

19. All areas not covered by buildings or paving should be covered with landscaping. The use of conventional sod or turf grass as ground cover should be limited to those areas planned for active or passive recreation use, or other areas where substantial use of the area is anticipated. Low-growing ground cover such as Barren Strawberry (*Waldesteinia*) is preferred to grass.

Response: Comment Acknowledged. Please refer to the Landscape Plan provided. Although sod is still being proposed, groundcover in strategic areas of the site has also been proposed throughout the property.

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20. Irrigation is required. Please include information about irrigation in landscape plans.

Response: Comment Acknowledged. Please see provided Irrigation Plan set for details. The Enlarged Irrigation Plan (I1.02) depicts the point of connection, and the irrigation system for the amenity space. Per the Irrigation Plan notations and as coordinated with staff, irrigation infrastructure throughout the site will be performed design-build by a landscape/irrigation contractor.

Parking 15-5-01 (See PDO)

21. The overall quantity of parking provided complies with the requirements of the UDO for residential development.

- 1) Eight (8) ADA compliant parking spaces are required.

Response: Refer to revised Site Plan. Additional ADA stalls have been added, totaling eight (8) stalls.

22. Table 15-5-01(C): Parking Stall and Aisle Dimensional Requirements - On Street parking spaces and aisle width do not comply with requirements.

- 1) Required size is 10'x22' - staff recommends a modification of this requirement

- 2) Required Aisel width is 18' for two-way traffic. A modification of this standard is needed.

Response: Comment Acknowledged. Please see revised Modification Standards document.

23. Please verify that curb and gutter are provided in parking and circulation areas and will be improved with asphalt, concrete, or a permeable paving system approved by the City Engineer, and with stormwater management facilities as approved by the City Engineer.

Response: Curb and gutter are provided along parking areas. See Civil Site Plan for details.

24. Residence driveways comply with the requirements of the UDO.

Response: Comment Acknowledged.

25. Bicycle parking is required – a minimum of five (5) percent of the off-street vehicle parking spaces provided, up to ten (10) required bicycle parking spaces. This must be located within 50' of a building's main entrance (§ 15-5-01E4).

Response: 70% of the LEO Development units include attached garages, where residents may store bicycles. Additional bicycle parking will be provided at the Clubhouse/Leasing Office and primarily near units without attached garages. Please refer to updated Site Plan.

26. Are any electric charging stations proposed?

Response: The LEO Development will have 3 dual charger stations proposed throughout the property. Please refer to updated Site Plan.

27. Please indicate snow storage areas on plans. Landscaped and conservation areas cannot be used for snow storage.

Response: Call outs have been added to the site plan indicating which areas shall be used for snow storage. Please refer to updated Site Plan.

Lighting 15-5-11

28. Pole height of 16' complies with max of 20' for BMU. Pole-mounted outdoor lighting shall be located outside of utility easements, designed in coordination with required landscape zones.

Response: Comment Acknowledged.

29. All outdoor lighting fixtures shall either have a fixture cutoff classification of "Full Cutoff" or be fully shielded. Please provide cut sheets or other documentation of the shielding type for review. (One Copy for Staff)

Response: Comment Acknowledged.



30. Lighting color temperature must be between four thousand (4,000) and five thousand (5,000) degrees Kelvin.

Response: Comment Acknowledged.

31. Please provide information about light levels (footcandles) at property lines

- 1) Lighting may not exceed 0 footcandles at property lines adjacent to a residential zoning district (the north, west, and south property lines).
- 2) Lighting may not exceed 0.5 footcandles at all other property lines.

Response: Comment Acknowledged. Please refer to provided Lighting Plans. A full site lighting/photometric plan will be provided prior to submission of building permits, as necessary.

Architecture 15-5-10 (See PDO)

32. Please provide tables detailing material quantity for each façade of the various building types (see example provided and attached). Building architecture does not comply with the standards of this section. Modifications of standards will be based on proposed tables.

Response: Comment acknowledged. Please see attached Material Matrix excel file with material quantities for each cottage type.

33. Please provide elevations of proposed garages.

Response: Please see attached package of elevations for all four sides of buildings. Also see tearsheet package which is updated to include garage elevations where applicable.

Natural Resources – Article 7

34. Please provide a complete Natural Resource Protection Plan (NRPP) with information required by §15-7-03. Supplemental guidance for this is attached. Please note this guidance document is a draft; the NRPP must comply with the requirements of Article 7.

Response: Updates have been made to the NRPP. Please refer to updated NRPP. Per response to comment below (35), impacts to Secondary Environmental Corridor are no longer proposed, therefore supplemental applications are no longer needed.

35. Impacts to Secondary Environmental Corridor require a Natural Resource Special Exception. The application form and related questionnaire are attached for you.

Response: Comment Acknowledged. Impacts to the Secondary Environmental corridor have been removed. The area has been graded to avoid impacts.

36. Site Intensity calculations provided appear to include only information about proposed impact areas. The calculations should be based on all existing natural resource features on the site as described in Article 7. For example, staff estimates that there are approximately 6 acres of Secondary Environmental Corridor based on our internal GIS. Please provide revised calculations.

Response: The Natural Resource Protection Land Area table included in the Site Intensity Capacity Calculation document, includes updated acreage. Per City of Franklin GIS, the secondary corridor is shown incorrectly, per the wetland report the assured delineator refined this boundary. The Wetland Delineation Report is provided with this submittal per response to comment below (37).

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37. Please provide a copy of the wetland delineation report. Note that delineations must be certified by the DNR, and may not be older than 5 years. (One copy for staff)

Response: Please refer to provided Wetland Delineation Report. Conservation easements are required for all natural resources to remain on the property. All areas of Environmental Corridor should be included. If the applicants would like to propose future trails this may be added to the easement subject to review and approval. Staff has provided a template for review.

Response: Comment Acknowledged. A legal description and sketch is currently being created. In the meantime, the applicant will review and modify the document to include language regarding the maintenance of the environmental corridor for review by the City. The conservation easement will be executed once the LEO entity owns the property and will be recorded shortly thereafter. A recorded copy will be provided to the City.

Fire Department - General Comments

38. Given existing Fire/EMS station locations and current fire department staffing levels, the cumulative effect of this and several other residential developments will pose a challenge to maintaining industry standard emergency response times to fire and medical emergencies.

Response: Comment Acknowledged. Internal wayfinding signage will be proposed to lessen the challenge of maintaining industry standards.

39. Access routes and roadway widths must be acceptable to AHJ and sufficiently accommodate City of Franklin Fire Department apparatus.

Response: Comment Acknowledged. Drive aisle widths are larger than required by the City. An exhibit showcasing location of fire hydrants and turning movements is provided. Please refer to the Fire Truck Turning Exhibit.

40. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.

Response: All DSPS and IBC code requirements are met; per DSPS and IBC code requirements, fire protection systems for the individual units are not required.

41. Fire hydrant placement and density must be acceptable to AHJ.

Response: Comment Acknowledged. Please refer to provided Fire Truck Turning Exhibit.

42. Master Key set required for placement in Knox Box (if required).

Response: A Knox Box will not be required for this development.

43. Permitting and submittal instructions for fire protection system review and inspection can be found at: <https://www.franklinwi.gov/Departments/Fire.htm>

Response: Comment Acknowledged. Per coordination with the City's 3rd party reviewer, review of the drive aisle and fire hydrant locations will be directly handled by City staff. Coordination with staff is forthcoming.

Conclusion

Advenir Azora Development welcomes the opportunity to present its most recent plans to the Plan Commission and Common Council.

Please do not hesitate to reach out with any questions or requests for additional information. We appreciate the City's continued coordination and look forward to working collaboratively as the project advances.

Sincerely,

Joann Rubio

Joann Rubio, AAD Development Manager

	BMU	Allowable Percentage	
		Front/Street	Interior
Elevation Total			
Less Glazing		50/40	0
Net Elevation Area			
Masonry	Min	50	25
Lap Siding, Stucco	Max	50	75
EFIS, Concrete	Max	15	25
Metal Siding	Max	15	25
Vinyl Siding, Unfinished Concrete Block	Max	NP	NP
		(Not Permitted)	

	Proposed	Allowable Percentage	
		Front	Street
Elevation Total		841.13	998.34
Less Glazing	Min	152.41	83.61
Percent Glazing		18%	8%
Net Elevation Area		688.72	914.73
Masonry	Min	0%	0%
Lap Siding, Stucco	Max	12%	8%
Fiber Cement Board and Batten	Max	88%	47%
EFIS, Concrete	Max	0%	0%
Metal Siding	Max	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	0%	0%
Door		0%	0%
Garage Door		0%	0%
Mailboxes		0%	45%

Rear

0

any

any

25

25

25

[illegible]

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Street
Elevation Total			227.42	343.89
Less Glazing	Min		0	0
Percent Glazing			0%	0%
Net Elevation Area			227.42	343.89
Masonry	Min		0%	0%
Lap Siding, Stucco	Max		0%	0%
Fiber Cement Board and Batten	Max		0%	53%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		91%	0%
Door			9%	0%
Garage Door			0%	47%
Mailboxes			0%	0%

Rear

0

any

any

25

25

25

Rear	Interior
227.46	343.49
0	0
0%	0%
227.46	343.49
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	100%
0%	0%
0%	0%
0%	0%

	BMU	Allowable Percentage	
		Front/Street	Interior
Elevation Total			
Less Glazing		50/40	0
Net Elevation Area			
Masonry	Min	50	25
Lap Siding, Stucco	Max	50	75
EFIS, Concrete	Max	15	25
Metal Siding	Max	15	25
Vinyl Siding, Unfinished Concrete Block	Max	NP	NP
		(Not Permitted)	

	Proposed	Allowable Percentage	
		Front	Front
Elevation Total		358.96	644.61
Less Glazing	Min	22.91	93.48
Percent Glazing		6%	15%
Net Elevation Area		336.05	551.13
Masonry	Min	0%	0%
Lap Siding, Stucco	Max	0%	0%
Fiber Cement Board and Batten	Max	0%	0%
EFIS, Concrete	Max	0%	0%
Metal Siding	Max	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	94%	96%
Door		6%	4%
Garage Door		0%	0%
Mailboxes		0%	0%

Rear

0

any

any

25

25

25

Interior	Rear
359.15	571.32
15.58	0
4%	0%
343.57	571.32
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	93%
0%	7%
0%	0%
0%	0%

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Front
Elevation Total			251.13	570.05
Less Glazing		Min	22.91	93.48
Percent Glazing			9%	16%
Net Elevation Area			228.22	476.57
Masonry	Min		0%	0%
Lap Siding, Stucco	Max		0%	0%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		91%	96%
Door			9%	4%
Garage Door			0%	0%
Mailboxes			0%	0%

Rear

0

any

any

25

25

25

Interior	Rear
251.38	571.32
15.58	0
6%	0%
235.8	571.32
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	93%
0%	7%
0%	0%
0%	0%

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Street
Elevation Total			823.47	356.73
Less Glazing		Min	124.64	15.58
Percent Glazing			15%	4%
Net Elevation Area			698.83	341.15
Masonry	Min		0%	0%
Lap Siding, Stucco	Max		0%	0%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		94%	100%
Door			6%	0%
Garage Door			0%	0%
Mailboxes			0%	0%

Rear

0

any

any

25

25

25

Street	Rear
356.73	675.32
15.58	0
4%	0%
341.15	675.32
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	94%
0%	6%
0%	0%
0%	0%

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	

Proposed		Allowable Percentage	
		Front	Street
Elevation Total		684.28	253.88
Less Glazing		124.64	15.58
Percent Glazing	Min	18%	6%
Net Elevation Area		559.64	238.3
Masonry	Min	0%	0%
Lap Siding, Stucco	Max	0%	0%
Fiber Cement Board and Batten	Max	0%	0%
EFIS, Concrete	Max	0%	0%
Metal Siding	Max	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	93%	100%
Door		7%	0%
Garage Door		0%	0%
Mailboxes		0%	0%

Rear

0

any

any

25

25

25

Street	Rear
253.88	681.84
15.58	0
6%	0%
238.3	681.84
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	94%
0%	6%
0%	0%
0%	0%

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Interior
Elevation Total			370.8	350.16
Less Glazing	Min		31.16	14.66
Percent Glazing			8%	4%
Net Elevation Area			339.64	335.5
Masonry	Min		0%	0%
Lap Siding, Stucco	Max		0%	0%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		73%	0%
Door			6%	100%
Garage Door			21%	0%
Mailboxes			0%	0%

Rear

0

any

any

25

25

25

Interior*	Rear
-----------	------

126.03	365.47
--------	--------

15.58	31.16
-------	-------

12%	9%
-----	----

110.45	334.31
--------	--------

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	94%
----	-----

100%	6%
------	----

0%	0%
----	----

0%	0%
----	----

*Calculated as duplex

	BMU	Allowable Percentage	
		Front/Street	Interior
Elevation Total			
Less Glazing		50/40	0
Net Elevation Area			
Masonry	Min	50	25
Lap Siding, Stucco	Max	50	75
EFIS, Concrete	Max	15	25
Metal Siding	Max	15	25
Vinyl Siding, Unfinished Concrete Block	Max	NP	NP
		(Not Permitted)	

Proposed		Allowable Percentage	
		Front	Street
Elevation Total		365.89	350.16
Less Glazing	Min	46.74	14.66
Percent Glazing		13%	4%
Net Elevation Area		319.15	335.5
Masonry	Min	0%	0%
Lap Siding, Stucco	Max	0%	0%
Fiber Cement Board and Batten	Max	0%	0%
EFIS, Concrete	Max	0%	0%
Metal Siding	Max	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	94%	0%
Door		6%	100%
Garage Door		0%	0%
Mailboxes		0%	0%

Rear

0

any

any

25

25

25

Interior*	Rear
126.03	364.18
15.58	15.58
12%	4%
110.45	348.6
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
0%	74%
100%	6%
0%	21%
0%	0%

*Calculated as duplex

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Interior
Elevation Total			580.44	350.4
Less Glazing	Min		46.74	22.91
Percent Glazing			8%	7%
Net Elevation Area			533.7	327.49
Masonry	Min		0%	0%
Lap Siding, Stucco	Max		0%	0%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		83%	0%
Door			4%	100%
Garage Door			13%	0%
Mailboxes			0%	0%

Rear

0

any

any

25

25

25

Interior*	Rear
-----------	------

126.03	580.11
--------	--------

15.58	46.74
-------	-------

12%	8%
-----	----

110.45	533.37
--------	--------

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	96%
----	-----

100%	4%
------	----

0%	0%
----	----

0%	0%
----	----

*Calculated as duplex

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Interior
Elevation Total			580.44	350.4
Less Glazing	Min		46.74	22.91
Percent Glazing			8%	7%
Net Elevation Area			533.7	327.49
Masonry	Min		11%	31%
Lap Siding, Stucco	Max		72%	69%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		0%	0%
Door			4%	0%
Garage Door			13%	0%
Mailboxes			0%	0%

NOTE: UNIT ONLY OCCURS ALONG PUBLIC ROW

Rear

0

any

any

25

25

25

Interior*	Rear
-----------	------

126.03	580.11
--------	--------

15.58	46.74
-------	-------

12%	8%
-----	----

110.45	533.37
--------	--------

29%	11%
-----	-----

71%	85%
-----	-----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	4%
----	----

0%	0%
----	----

0%	0%
----	----

*Calculated as duplex

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Interior
Elevation Total			582.32	350.4
Less Glazing	Min		62.32	22.91
Percent Glazing			11%	7%
Net Elevation Area			520	327.49
Masonry	Min		0%	0%
Lap Siding, Stucco	Max		0%	0%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		96%	0%
Door			4%	100%
Garage Door			0%	0%
Mailboxes			0%	0%

Rear

0

any

any

25

25

25

Interior*	Rear
126.03	584.27
15.58	31.16
12%	5%
110.45	553.11
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
0%	83%
100%	4%
0%	13%
0%	0%

*Calculated as duplex

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP (Not Permitted)	NP
Proposed			Allowable Percentage	
			Front	Interior
Elevation Total			475.08	619.61
Less Glazing		Min	41.16	38.49
Percent Glazing			9%	6%
Net Elevation Area			433.92	581.12
Masonry	Min		0%	0%
Lap Siding, Stucco	Max		0%	0%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		79%	0%
Door			5%	100%
Garage Door			17%	0%
Mailboxes			0%	0%

Rear

0

any

any

25

25

25

Interior*	Rear
-----------	------

390.32	608.91
--------	--------

26.83	46.74
-------	-------

7%	8%
----	----

363.49	562.17
--------	--------

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	96%
----	-----

100%	4%
------	----

0%	0%
----	----

0%	0%
----	----

*Calculated as duplex

	BMU	Allowable Percentage	
		Front/Street	Interior
Elevation Total			
Less Glazing		50/40	0
Net Elevation Area			
Masonry	Min	50	25
Lap Siding, Stucco	Max	50	75
EFIS, Concrete	Max	15	25
Metal Siding	Max	15	25
Vinyl Siding, Unfinished Concrete Block	Max	NP	NP
		(Not Permitted)	

	Proposed	Allowable Percentage	
		Front	Interior
Elevation Total		475.08	619.61
Less Glazing	Min	56.74	38.49
Percent Glazing		12%	6%
Net Elevation Area		418.34	581.12
Masonry	Min	0%	0%
Lap Siding, Stucco	Max	0%	0%
Fiber Cement Board and Batten	Max	0%	0%
EFIS, Concrete	Max	0%	0%
Metal Siding	Max	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	95%	0%
Door		5%	100%
Garage Door		0%	0%
Mailboxes		0%	0%

Rear

0

any

any

25

25

25

Interior*	Rear
-----------	------

390.32	608.91
--------	--------

26.83	31.16
-------	-------

7%	5%
----	----

363.49	577.75
--------	--------

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	96%
----	-----

100%	4%
------	----

0%	0%
----	----

0%	0%
----	----

*Calculated as duplex

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP (Not Permitted)	NP
Proposed			Allowable Percentage	
			Front	Interior
Elevation Total			510.84	549.69
Less Glazing		Min	46.74	77.9
Percent Glazing			9%	14%
Net Elevation Area			464.1	471.79
Masonry	Min		0%	0%
Lap Siding, Stucco	Max		0%	0%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		91%	100%
Door			9%	0%
Garage Door			0%	0%
Mailboxes			0%	0%

Rear

0

any

any

25

25

25

Interior	Rear
----------	------

550.49	511.2
--------	-------

29.32	31.16
-------	-------

5%	6%
----	----

521.17	480.04
--------	--------

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

0%	0%
----	----

96%	100%
-----	------

4%	0%
----	----

0%	0%
----	----

0%	0%
----	----

	BMU	Allowable Percentage	
		Front/Street	Interior
Elevation Total			
Less Glazing		50/40	0
Net Elevation Area			
Masonry	Min	50	25
Lap Siding, Stucco	Max	50	75
EFIS, Concrete	Max	15	25
Metal Siding	Max	15	25
Vinyl Siding, Unfinished Concrete Block	Max	NP	NP
		(Not Permitted)	

	Proposed	Allowable Percentage	
		Front	Interior / Street
Elevation Total		767.98	716.59
Less Glazing	Min	62.32	77.9
Percent Glazing		8%	11%
Net Elevation Area		705.66	638.69
Masonry	Min	0%	0%
Lap Siding, Stucco	Max	0%	0%
Fiber Cement Board and Batten	Max	0%	0%
EFIS, Concrete	Max	0%	0%
Metal Siding	Max	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	94%	100%
Door		6%	0%
Garage Door		0%	0%
Mailboxes		0%	0%

Rear

0

any

any

25

25

25

Interior /

Street

Rear

716.59 768.24

77.9 37.16

11% 5%

638.69 731.08

0% 0%

0% 0%

0% 0%

0% 0%

0% 0%

100% 0%

0% 0%

0% 0%

0% 0%

	BMU	Allowable Percentage	
		Front/Street	Interior
Elevation Total			
Less Glazing		50/40	0
Net Elevation Area			
Masonry	Min	50	25
Lap Siding, Stucco	Max	50	75
EFIS, Concrete	Max	15	25
Metal Siding	Max	15	25
Vinyl Siding, Unfinished Concrete Block	Max	NP	NP
		(Not Permitted)	

	Proposed	Allowable Percentage	
		Front	Interior / Street
Elevation Total		767.98	962.97
Less Glazing	Min	62.32	85.23
Percent Glazing		8%	9%
Net Elevation Area		705.66	877.74
Masonry	Min	0%	0%
Lap Siding, Stucco	Max	0%	0%
Fiber Cement Board and Batten	Max	0%	0%
EFIS, Concrete	Max	0%	0%
Metal Siding	Max	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	94%	100%
Door		6%	0%
Garage Door		0%	0%
Mailboxes		0%	0%

Rear

0

any

any

25

25

25

Interior /	
Street	Rear
962.97	652.16
85.23	14.66
9%	2%
877.74	637.5
0%	0%
0%	0%
0%	0%
0%	0%
0%	0%
100%	77%
0%	0%
0%	23%
0%	0%

	BMU	Allowable Percentage	
		Front/Street	Interior
Elevation Total			
Less Glazing		50/40	0
Net Elevation Area			
Masonry	Min	50	25
Lap Siding, Stucco	Max	50	75
EFIS, Concrete	Max	15	25
Metal Siding	Max	15	25
Vinyl Siding, Unfinished Concrete Block	Max	NP	NP
		(Not Permitted)	

	Proposed	Allowable Percentage	
		Front	Interior / Street
Elevation Total		628.91	775.26
Less Glazing	Min	62.32	62.32
Percent Glazing		10%	8%
Net Elevation Area		566.59	712.94
Masonry	Min	0%	0%
Lap Siding, Stucco	Max	0%	0%
Fiber Cement Board and Batten	Max	0%	0%
EFIS, Concrete	Max	0%	0%
Metal Siding	Max	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	93%	100%
Door		7%	0%
Garage Door		0%	0%
Mailboxes		0%	0%

Rear

0

any

any

25

25

25

Interior /

Street

Rear

775.26 742.26

62.32 37.16

8% 5%

712.94 705.1

0% 0%

0% 0%

0% 0%

0% 0%

0% 0%

100% 94%

0% 6%

0% 0%

0% 0%

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Interior / Street
Elevation Total			628.91	812.01
Less Glazing		Min	62.32	62.32
Percent Glazing			10%	8%
Net Elevation Area			566.59	749.69
Masonry	Min		14%	3%
Lap Siding, Stucco	Max		86%	97%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		0%	0%
Door			7%	0%
Garage Door			0%	0%
Mailboxes			0%	0%

NOTE: UNIT ONLY OCCURS ALONG PUBLIC ROW

Rear

0

any

any

25

25

25

Interior /

Street

Rear

812.01 742.26

62.32 37.16

8% 5%

749.69 705.1

3% 0%

97% 94%

0% 0%

0% 0%

0% 0%

0% 0%

0% 6%

0% 0%

0% 0%

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Interior / Street
Elevation Total			628.91	1020.97
Less Glazing		Min	62.32	69.65
Percent Glazing			10%	7%
Net Elevation Area			566.59	951.32
Masonry	Min		0%	0%
Lap Siding, Stucco	Max		0%	100%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		93%	0%
Door			7%	0%
Garage Door			0%	0%
Mailboxes			0%	0%

Rear

0

any

any

25

25

25

Interior /

Street

Rear

1020.97 628.86

69.65 14.66

7% 2%

951.32 614.2

0% 0%

100% 77%

0% 0%

0% 0%

0% 0%

0% 0%

0% 0%

0% 23%

0% 0%

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Interior / Street
Elevation Total			628.91	1050.48
Less Glazing	Min		62.32	62.32
Percent Glazing			10%	6%
Net Elevation Area			566.59	988.16
Masonry	Min		14%	2%
Lap Siding, Stucco	Max		86%	98%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		0%	0%
Door			7%	0%
Garage Door			0%	0%
Mailboxes			0%	0%

NOTE: UNIT ONLY OCCURS ALONG PUBLIC ROW

Rear

0

any

any

25

25

25

Interior /

Street

Rear

1050.48 628.86

62.32 14.66

6% 2%

988.16 614.2

2% 0%

98% 77%

0% 0%

0% 0%

0% 0%

0% 0%

0% 0%

0% 23%

0% 0%

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Interior / Street
Elevation Total			710.2	835.37
Less Glazing		Min	62.32	62.32
Percent Glazing			9%	7%
Net Elevation Area			647.88	773.05
Masonry	Min		11%	14%
Lap Siding, Stucco	Max		82%	86%
Fiber Cement Board and Batten	Max		0%	0%
EFIS, Concrete	Max		0%	0%
Metal Siding	Max		0%	0%
Vinyl Siding, Unfinished Concrete Block	Max		0%	0%
Door			6%	0%
Garage Door			0%	0%
Mailboxes			0%	0%

NOTE: UNIT ONLY OCCURS ALONG PUBLIC ROW

Rear

0

any

any

25

25

25

Interior /

Street

Rear

835.37 762.1

62.32 37.16

7% 5%

773.05 724.94

14% 9%

86% 85%

0% 0%

0% 0%

0% 0%

0% 0%

0% 6%

0% 0%

0% 0%

		BMU	Allowable Percentage	
			Front/Street	Interior
Elevation Total				
Less Glazing			50/40	0
Net Elevation Area				
Masonry	Min		50	25
Lap Siding, Stucco	Max		50	75
EFIS, Concrete	Max		15	25
Metal Siding	Max		15	25
Vinyl Siding, Unfinished Concrete Block	Max		NP	NP
			(Not Permitted)	
Proposed			Allowable Percentage	
			Front	Street
Elevation Total				
Less Glazing	Min			
Net Elevation Area				
Masonry	Min			
Lap Siding, Stucco	Max			
EFIS, Concrete	Max			
Metal Siding	Max			
Vinyl Siding, Unfinished Concrete Block	Max			
Door				
Garage Door				

Rear

0

any

any

25

25

25

Interior	Rear	Etc
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LEO Residential Development
Franklin, WI

Calculation of Natural Resource Protection Land Area §15-9-04(A)(4)					
	Square Footage	Acres	Required Compensation Ratio	Compensation Square Footage	Compensation Acres
SEWRPC Primary Environmental Corridor	- sf	- ac	1.5	- sf	- ac
SEWRPC Secondary Environmental Corridor	- sf	0.00 ac	1.5	- sf	0.00 ac
SEWRPC Isolated Natural Resource	- sf	- ac	1.5	- sf	- ac
Surface Water or Wetland Buffer	- sf	0.00 ac	1.5	- sf	0.00 ac
Woodland or Forest	124,645 sf	2.86 ac	0.75	93,484 sf	2.15 ac
Wetland	- sf	- ac	1.5	- sf	- ac
Degraded Wetland Buffers	14,581 sf	0.33 ac	1.0	14,581 sf	0.33 ac
Degraded Wetland	3,204 sf	0.07 ac	1.5	4,806 sf	0.11 ac
Lake or Pond	- sf	- ac	1.5	- sf	- ac
Gross Land Surface Area of Natural Resource					
Features	142,430 sf	3.27 ac		112,871 sf	2.59 ac
Net Natural Resource Protection Land - Total area of the site	399,722 sf	9.18 ac.		112,871 sf	2.59 ac

Calculation of Base Site Area for Development §15-9-04(A)(5)	
Total Gross Site Area	24.19 ac
Land Dedicated to Public	- ac
Land Reserved for Open Space (as part of	- ac
Land reserved for parks and schools	- ac
Net Resource Protection Lands*	2.59 ac
Net Buildable Area for Development	21.60 ac

*Sum of required Compensation column on Natural Resource Protection Plan

Calculation of Site Capacity for Residential Uses §15-9-04(A)(6)	
Net Buildable Area for Development for Multifamily Units (SF)	940,748 sf
Net Buildable Area for Development for Multifamily Units (ac)	21.60 ac
Number of Units proposed	166
Minimum Lot Area per unit	4,500 sf
Minimum Land Area required (SF)	747,000 sf*
Minimum Land Area required (Acres)	17.15 ac*

*The Minimum Land Area required standards are met with 847,636 sf / 19.46 ac provided



CARMEL CITY HALL
ONE CIVIC SQUARE
CARMEL INDIANA, 46032

May 8, 2026

Mayor John Nelson
JNelson@FranklinWI.gov
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Experience with Advenir Azora Development

Dear Mayor Nelson:

I am writing to you in my capacity as Mayor of Carmel, Indiana to share my city's positive experience working with Advenir Azora Development. Like you, I have been a long-time resident of the city that I lead, and I have a deep-rooted connection to my community and unique understanding of its current and future housing needs.

As we have likely both seen during our times of leadership, build-to-rent housing proposals can bring challenges and concerns. However, from my experience with Advenir, I would encourage you to keep an open mind. While I was unsure of what LEO at Carmel would mean for my community, Advenir quickly demonstrated that their build-to-rent development was constructed and is operated with quality, care, and the community in mind.

I can attest that their development provides well-designed homes at a scale that fits comfortably within the surrounding area. They seamlessly integrate into their site design amenities including walking paths, gathering areas, green spaces, and pet friendly features.

Importantly, LEO offers something that many communities across the nation desperately need: missing middle housing. The approach by Advenir blends convenience and connection in their development that offers individual spaces, privacy, and the lifestyle of a home. Advenir exceeded my expectations in this regard, and they have shown the value of embracing innovative housing solutions.

Because I strongly believe that developments like Advenir's can benefit communities while preserving the qualities and character that residents care about, I felt it was important to share my experiences and observations with you. Thank you for considering my perspective and I would be happy to answer any questions about working with their team at all stages of their process from development, construction, and operations.

Sincerely,

Sue Finkam
Mayor of the City of Carmel, Indiana
mayor@carmel.in.gov | 317-571-2401

LEO @ FRANKLIN — ECONOMIC & FISCAL IMPACT SUMMARY

166-Unit Built-to-Rent Community · 7705 S 31st Street, Franklin WI · Advenir Azora Development

- Fully funded using private capital. No request for or use of TIF or any other public funding sources.
- Lower density, with the right product in the right place. Smaller-scale, single-family rental homes built well under the permitted density.
- Fills Franklin's "missing middle" housing gap with high-quality, attainable single-family scale cottages and townhomes built with a craftsman style of architecture consistent with the higher-end, new single-family subdivisions being built in Franklin.
- Economic driver that adds to Franklin's tax base without burdening existing homeowners.
- Net-positive fiscal impact on the Oak Creek-Franklin School District.

\$14,745

CURRENT ANNUAL TAX REVENUE
(ALL JURISDICTIONS)

\$717,517

NEW ANNUAL TAX REVENUE
(ALL JURISDICTIONS)

49x

TAX REVENUE UPLIFT VS. VACANT LAND

PUBLIC SECTOR FISCAL IMPACT (STABILIZED 2029)

JURISDICTION	TAX REV.	STATE AID	TOTAL REV.
City of Franklin	\$179,362	\$20,340	\$199,702
OC-Franklin School District	\$276,933	\$169,576	\$446,509
Milwaukee County	\$159,273	—	\$159,273
MMSD + MATC	\$101,617	—	\$101,617
TOTAL ALL JURISDICTIONS	\$717,517	\$189,916	\$907,433

ECONOMIC & EMPLOYMENT IMPACT (RIMS II — MILWAUKEE-WAUKESHA MSA)

PHASE	JOBS	EARNINGS	ECONOMIC OUTPUT
Construction (one-time, 23 months)	283 job-years	\$15.6M	\$78.1M
Operations (permanent, annual)	~132 jobs	\$6.5M/yr	\$31.3M/yr
10-Year Cumulative	~1,603 job-yr	\$80.6M	\$391.1M

SCHOOL DISTRICT & RENT VS. OWN (STABILIZED 2029)

School District Impact		Rent vs. Own (3-Mile Radius)	
SD revenue (levy + state aid):	\$446,509	Own median home (full cost):	\$3,891/mo
SD cost (22 students):	\$279,972	LEO blended avg. rent:	\$2,522/mo
Net SD surplus:	+\$166,537	Monthly savings by renting LEO:	\$1,369
LEO rental community: 0.13 K-12 students/unit		Annual savings:	\$16,428
vs. 0.52 students/unit for for-sale SF (75% fewer)		Even 4BR cottage saves	\$491/mo

DATA SOURCES BY ANALYSIS

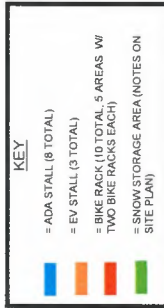
- Fiscal / Revenue & Expenditure:** City of Franklin 2026 Mayor's Recommended Budget; WI DOR 2025 Statement of Merged Equalized Values (72.8% residential); Ryan LLC Pre-Development Tax Report (Feb 2026); CBRE Q4 2025 Cap Rate Survey; Wfs. Stat. \$79.02 (Act 12 shared revenue).
- School District:** NCES Common Core of Data 2024-25 (OC-Franklin SD, ID 5510830); Wisconsin DPI per-pupil categorical aid; Wfs. Stat. \$121.07 (state equalization aid); NAHB student-generation benchmark.
- RIMS II Economic & Employment:** BEA Regional Input-Output Modeling System, Milwaukee-Waukesha-West Allis MSA multipliers; Advenir Azora \$51.3M development budget; BEA PCE regional spending data; IMPLAN cross-validation.
- Rent vs. Own:** Redfin & Zillow (May 2026); Freddie Mac PMMS 30-yr fixed (6.85%); MBA Purchase Applications Survey; EIA Dec 2025 utility costs; ValuePenguin/Insure.com; HIRI maintenance benchmark.
- Population & Demographics:** ACS Table B25010 (renter-occupied single-family attached); EIA RECS 2024 Table HC9.1; SEWRPC Milwaukee County suburban renter household data (2.19 blended PPU).

"Franklin's shared revenue per capita is near the very bottom for cities of a similar size in the State." — City of Franklin 2025 Adopted Budget. LEO's new residents incrementally improve this structural deficit.

Valuation basis: \$46.8M stabilized value (income approach, 6.30% cap rate; NOI \$2,949,684; conservative relative to Milwaukee Class A multifamily cap rate of 4.74%, CBRE Q4 2025). Full methodology in available exhibits upon request.



EXISTING IMPERVIOUS AREA: 1,042,390 SF (13.93 AC)
EXISTING PERVIOUS AREA: 11,438 SF (0.25 AC)
TOTAL EXISTING AREA: 1,153,734 SF (16.93 AC)
PROPOSED IMPERVIOUS AREA: 348,904 SF (5.01 AC)
PROPOSED PERVIOUS AREA: 104,384 SF (1.51 AC)
TOTAL PROPOSED AREA: 453,288 SF (6.52 AC)
EXISTING PARKING STALL COUNT:
- NO PARKING STALLS
PROPOSED PARKING STALL COUNT:
- 101 ADJACENT PARKING STALLS
- SURFACE OF GARAGE PARKING: 176 STALLS
- ASPHALT PARKING: 189 STALLS
- ASPHALT PARKING: 8 STALLS
- ASPHALT PARKING: 3 STALLS
- TOTAL PARKING: 365 STALLS
TOTAL UNITS: 181 UNITS



REVISIONS		SHEET	
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SITE PLAN OVERVIEW

LEO COTTAGES - FRANKLIN
FRANKLIN, WI

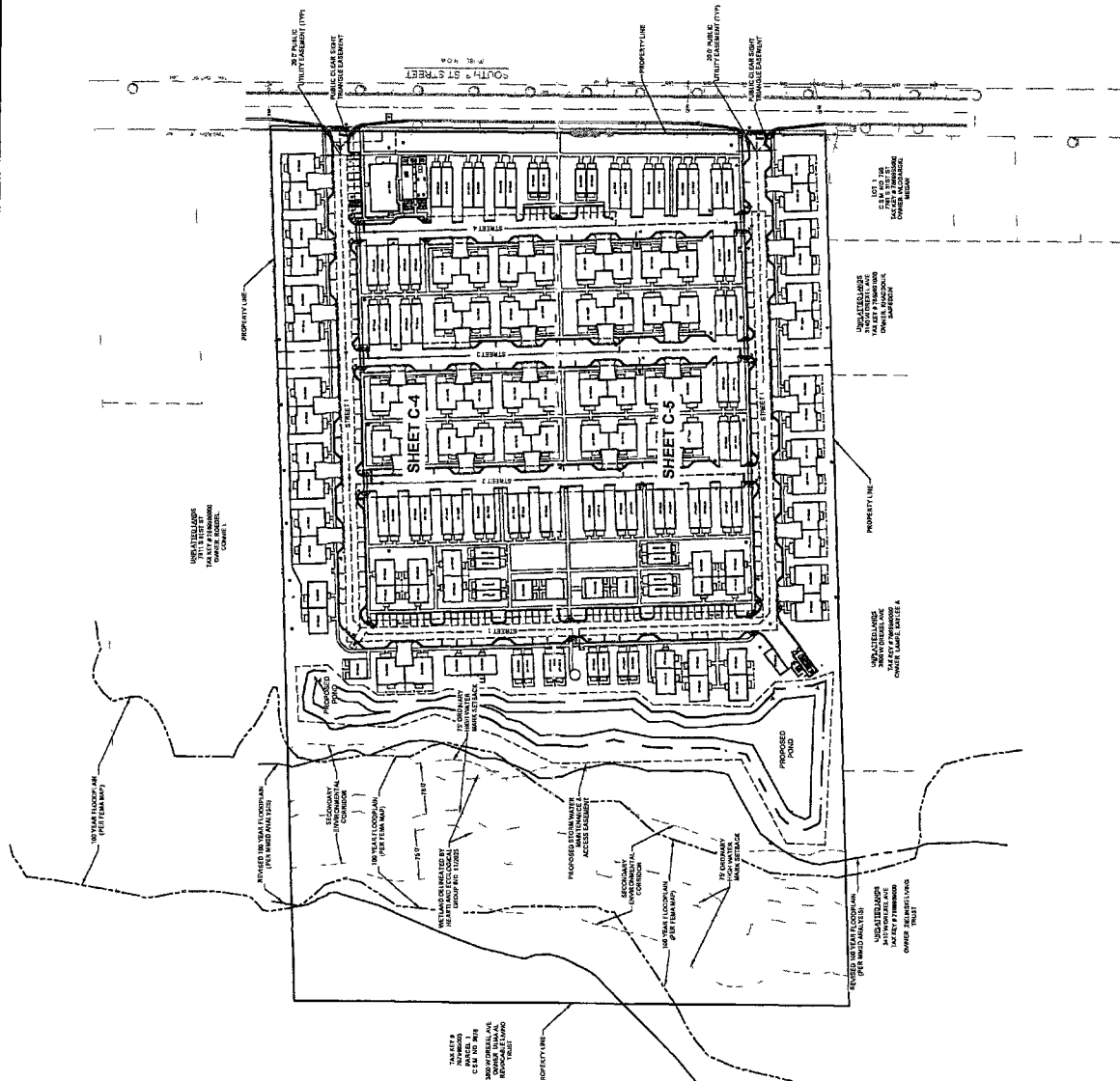


PINNACLE ENGINEERING GROUP
ENGINEERING THAT LOGIC RESOURCES SERVING

PLAN | DESIGN | DELIVER
CONSTRUCTION | FACILITY

WILSONVILLE OFFICE
40015 NW 10TH AVE
WILSONVILLE, OR 97150
(503) 734-0000
info@pinnacle-engineering.com

EXISTING PARKING STALL COUNT*	NO PARKING STALLS	116 STALLS	161 UNITS
PROPOSED PARKING STALL COUNT*	ATTACHED GARAGE PARKING*	70 STALLS	
	ADJACENT GARAGE PARKING*	189 STALLS	
	SURFACE PARKING:	8 STALLS	
	ADA PARKING:	3 STALLS	
	EV PARKING*	355 STALLS	
	TOTAL PARKING:		
	TOTAL UNITS:		

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SITE PLAN OVERVIEW

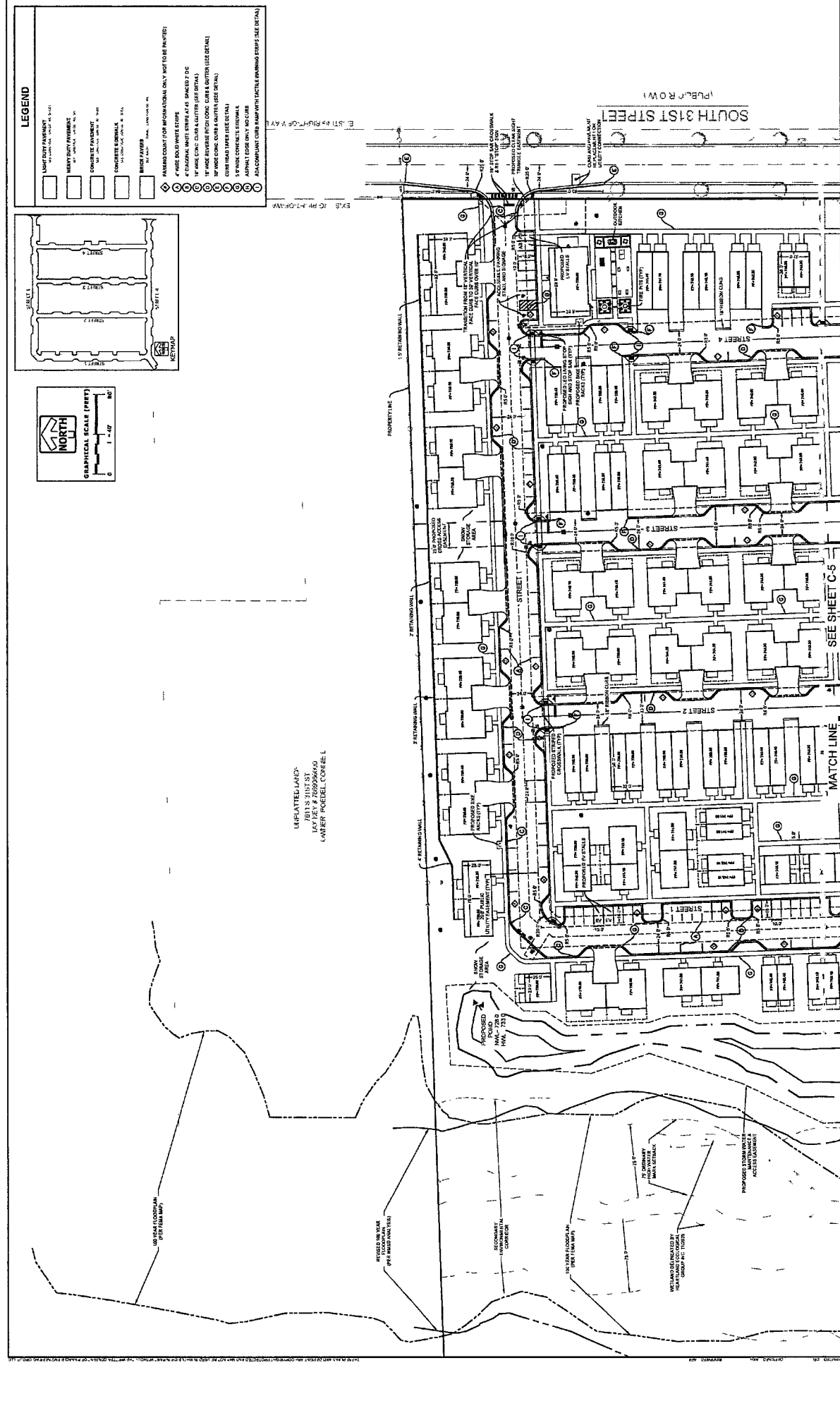
LEO COTTAGES - FRANKLIN
FRANKLIN, WI

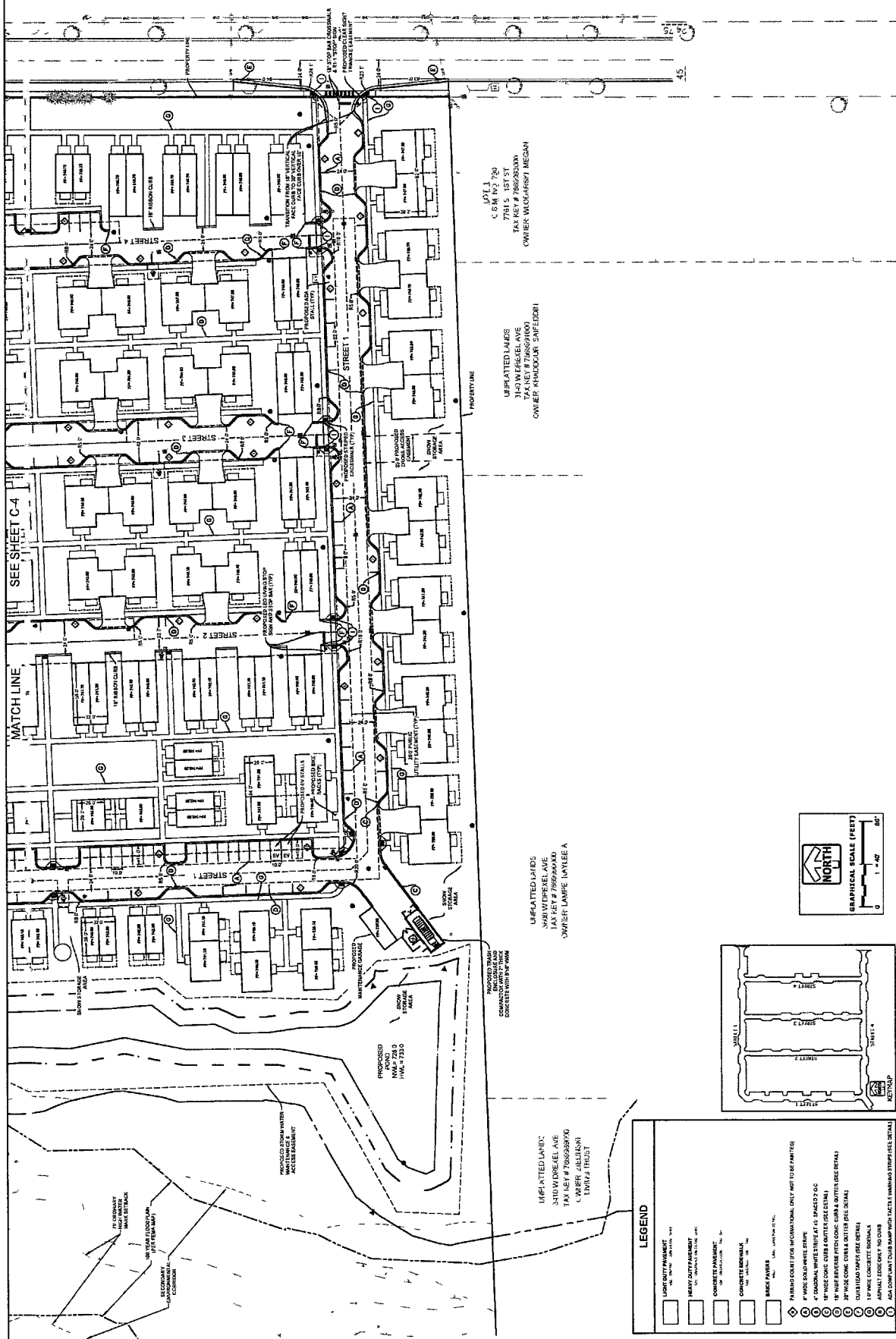
PLAN I DESIGN I DELIVER
www.pinnaclegroup.com

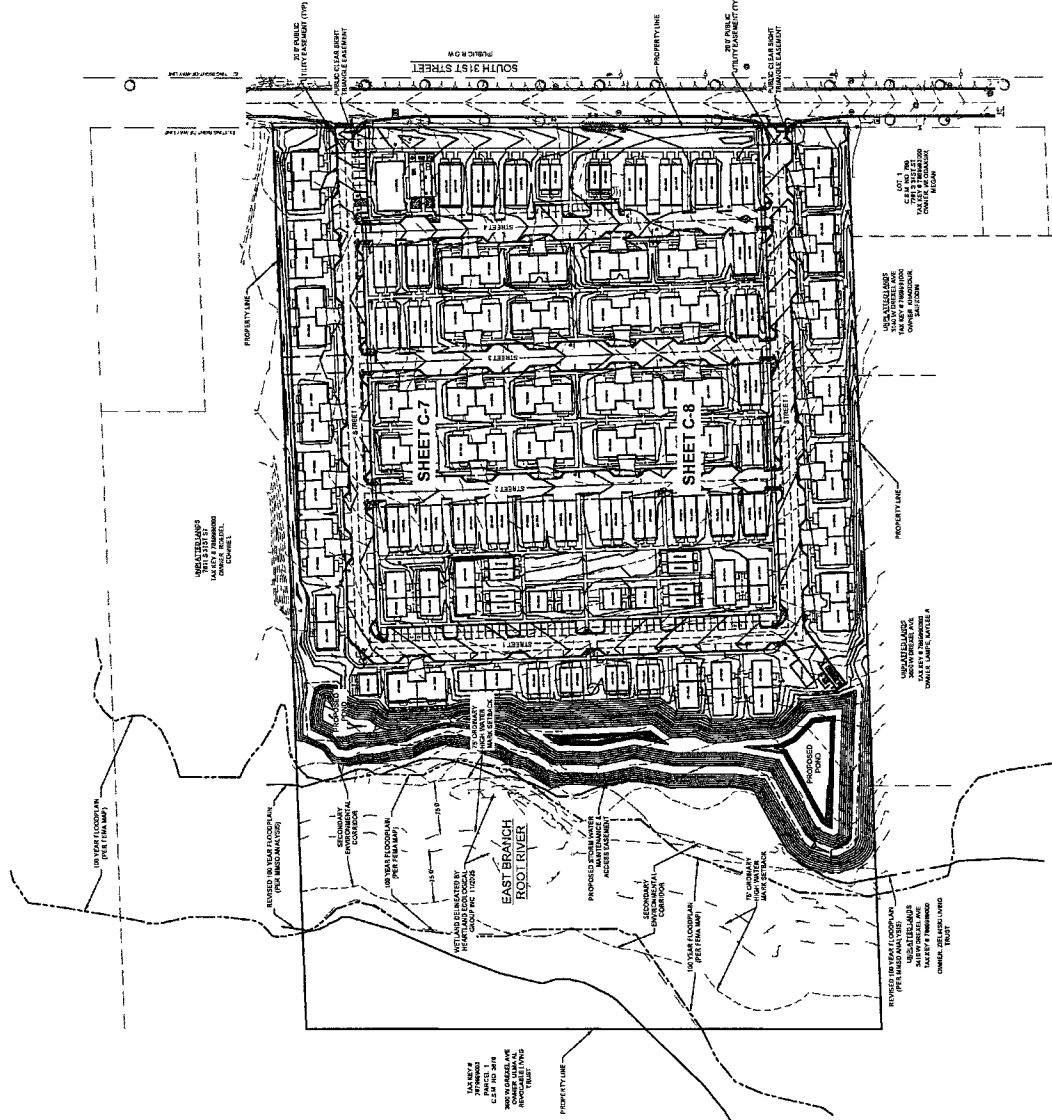
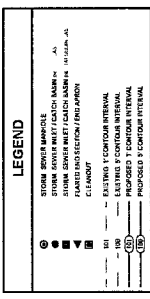
PINNACLE ENGINEERING GROUP
EMERGING NATURAL RESOURCES SUPPORTING

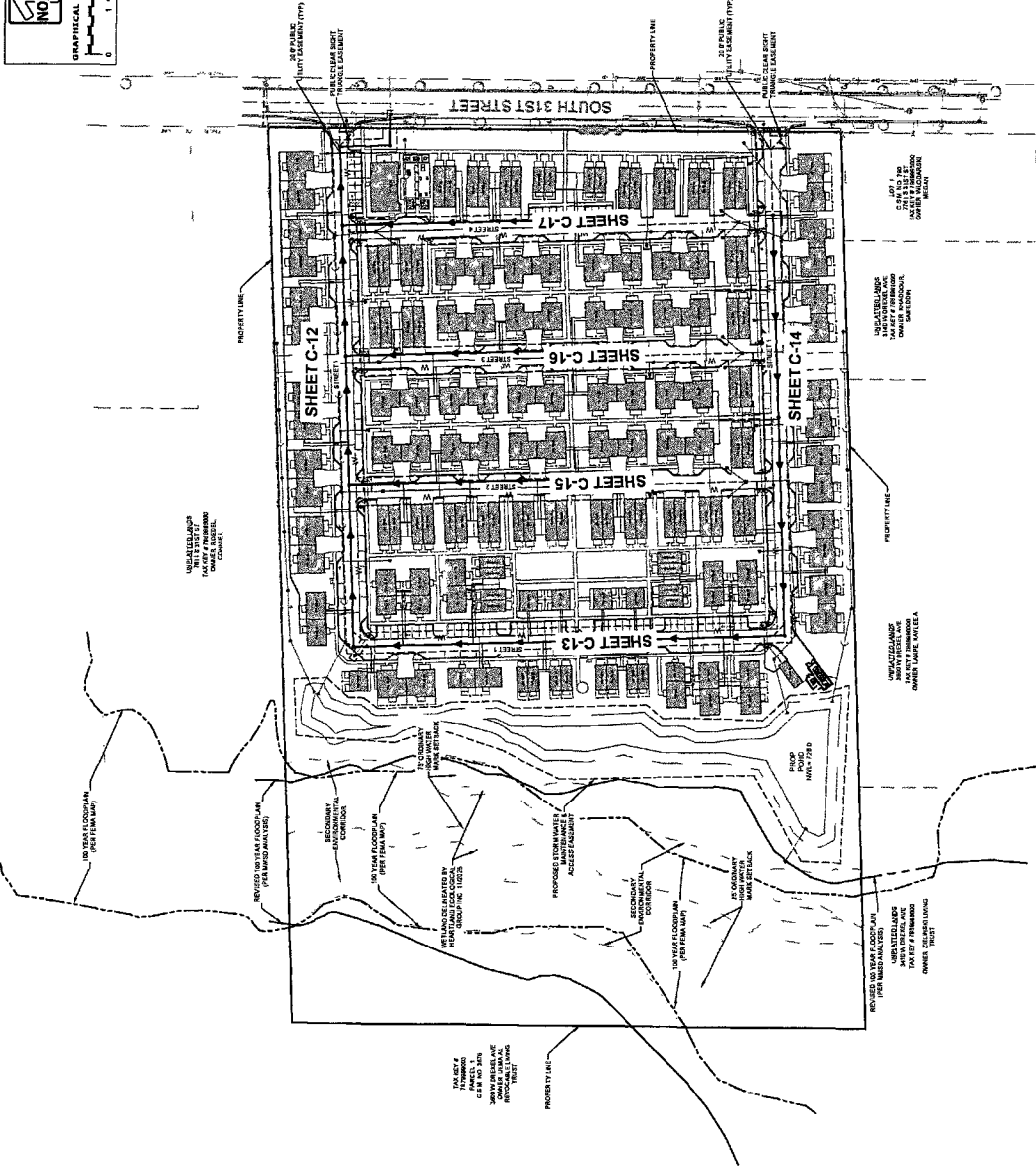
MEMBERSHIP OF FIRM:
ANALYSTS AND ENGINEERS 1,200
MANUFACTURING 12,000
RESEARCH AND DEVELOPMENT 1,000
TOTAL 14,200

www.pinnaclegroup.com







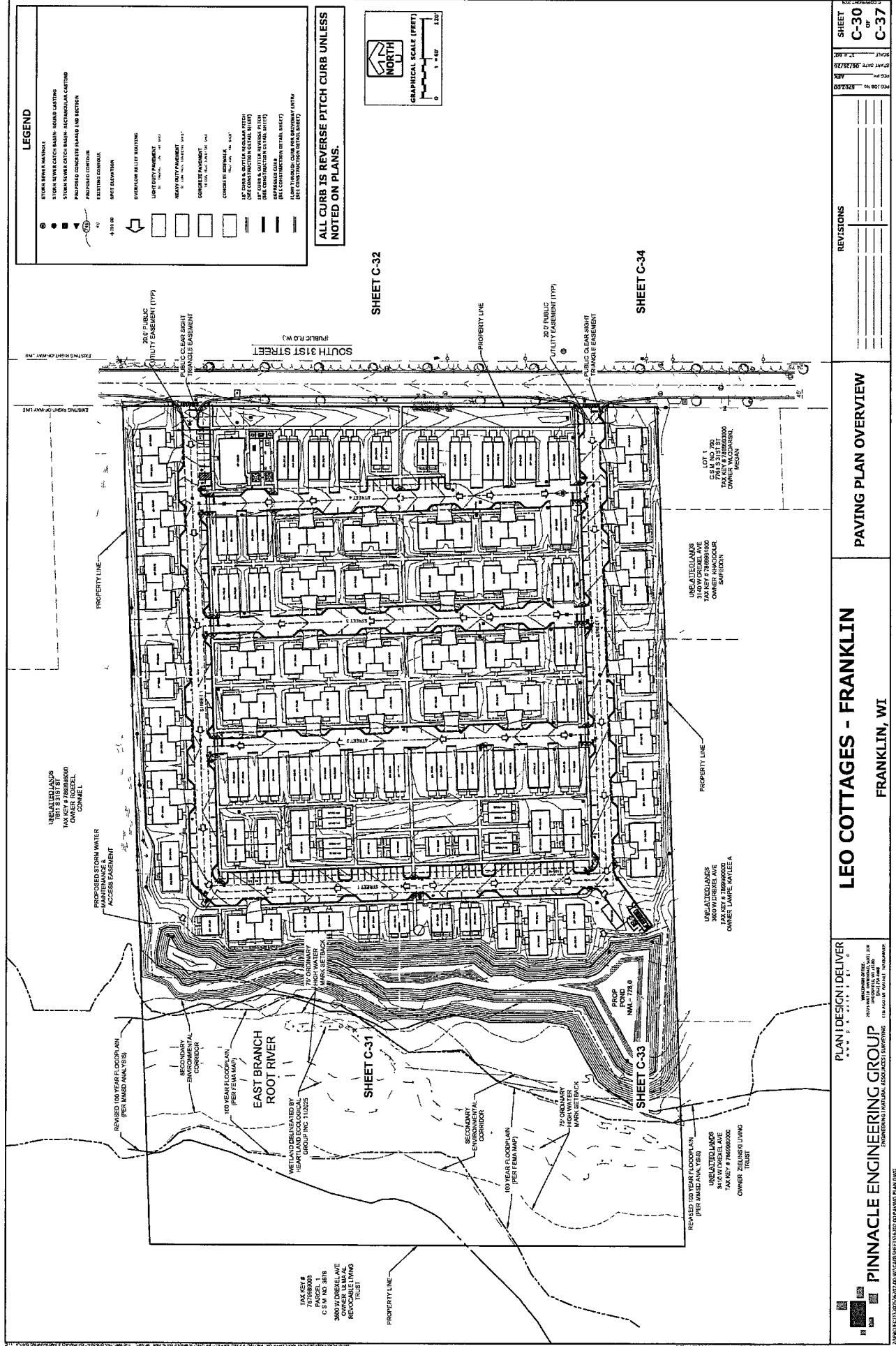


**REFER TO CONSTRUCTION DETAILS SHEET
FOR ALL UTILITY RELATED DETAILS**

PINNACLE ENGINEERING GROUP

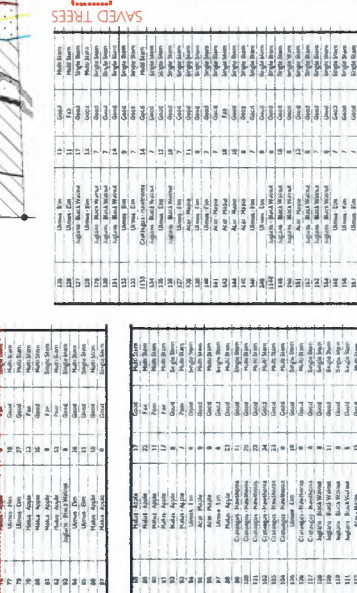
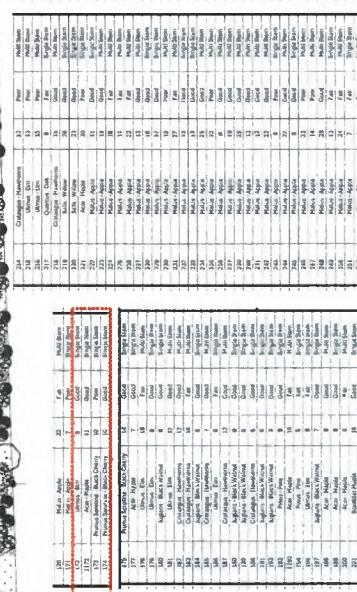
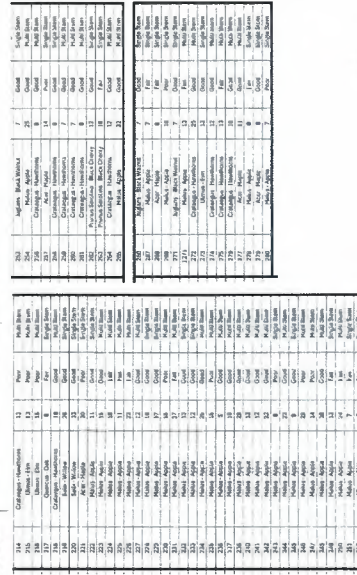
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South 31st Street
Franklin, Wisconsin

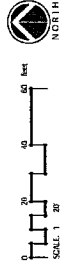
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17.02 SHEET



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- (2) 4" or (1) 6" Sch 40 PVC Sleeving



ENLARGED IRRIGATION PLAN

ALVIN K. BAKER, JR., PRESIDENT AND MANAGING PARTNER, CHANDLER AND SUTHERLAND, 1000 CALIFORNIA STREET, SUITE 3000, SAN FRANCISCO, CALIFORNIA 94104-1000

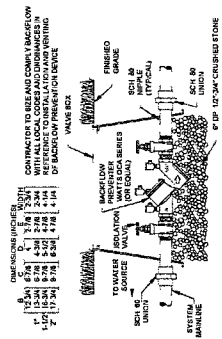


www.leofranklin.com

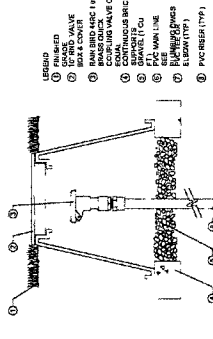
A LANDSCAPE DEVELOPMENT PLAN FOR
LEO FRANKLIN
South 31st Street
Franklin, Wisconsin

REVISIONS
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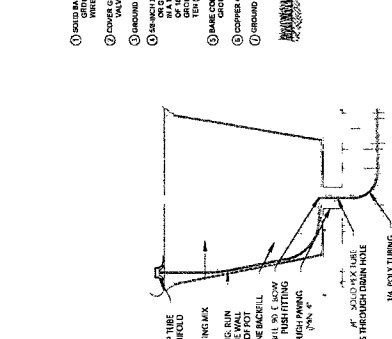
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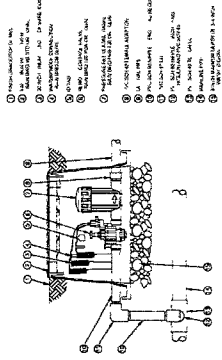
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N.I.S.



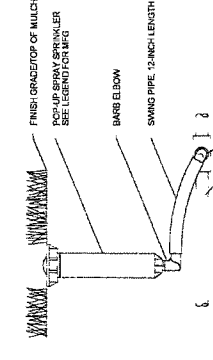
5 TYPICAL QUICK COUPLER
N.I.S.



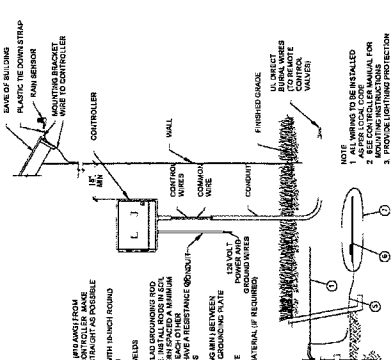
9 TYPICAL POT DETAIL
N.I.S.



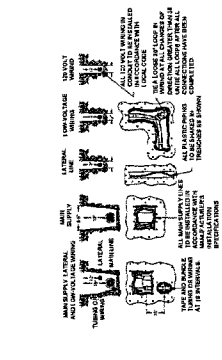
2 TYPICAL REMOTE CONTROL VALVE
N.I.S.



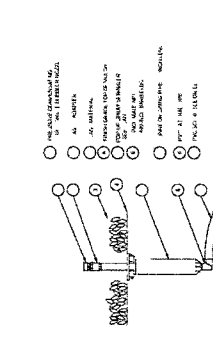
6 TYPICAL 1804 SPRAY HEAD
N.I.S.



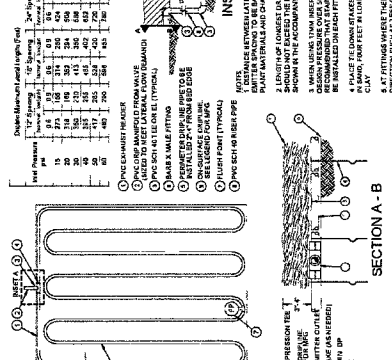
10 TYPICAL CONTROLLER DETAIL
N.I.S.



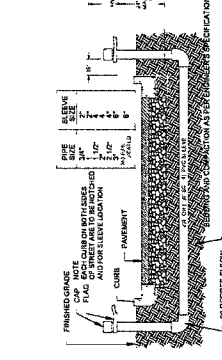
3 TYPICAL DIRECT BURY WIRE
N.I.S.



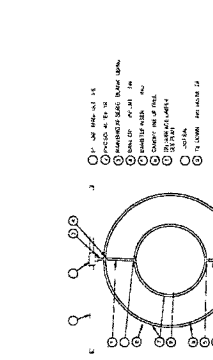
7 TYPICAL BUBBLER HEAD
N.I.S.



11 TYPICAL DRIPLINE LAYOUT DETAIL
N.I.S.



4 TYPICAL SLEEVING DETAIL
N.I.S.



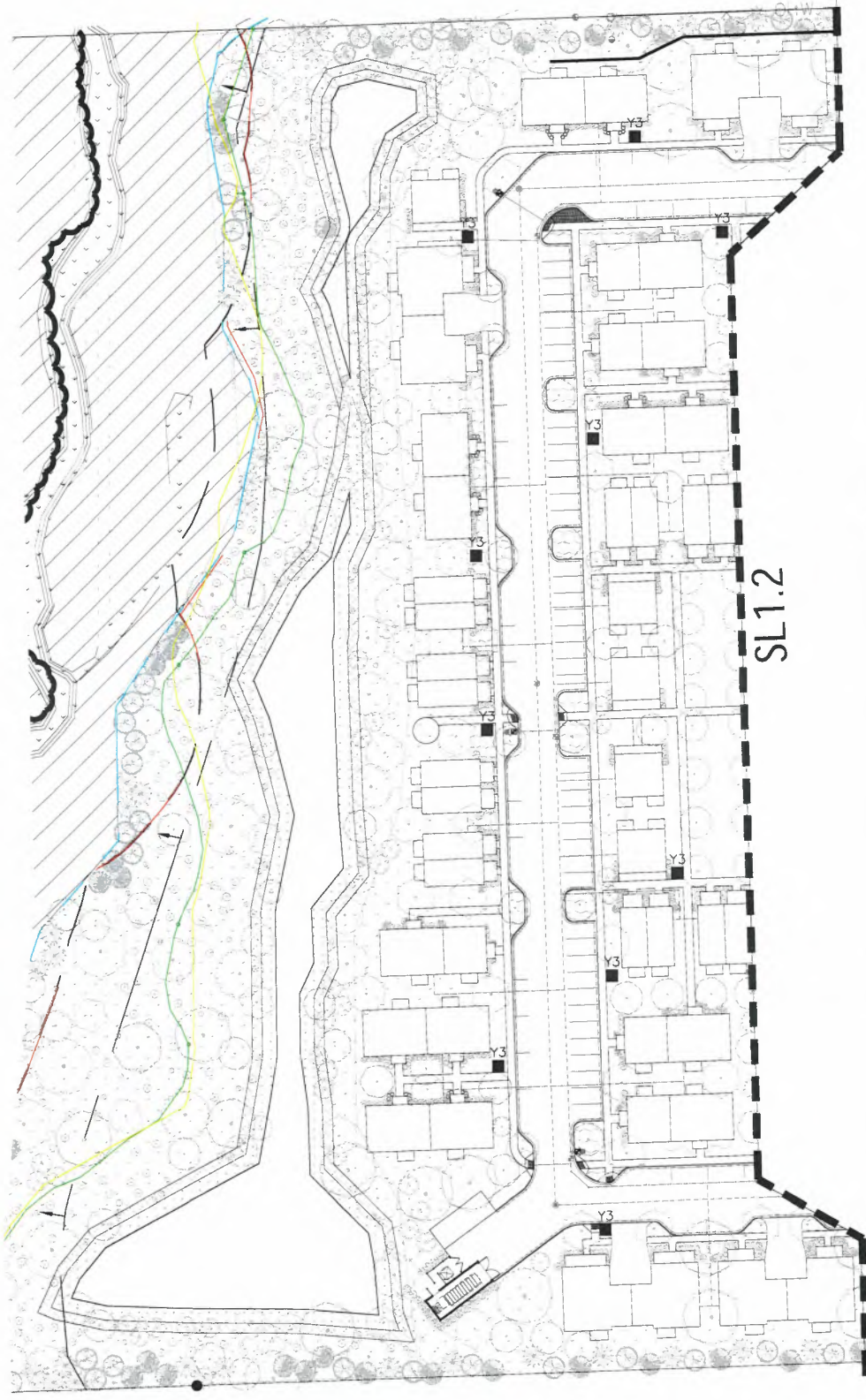
7 TYPICAL DRIP TUBE AT TREE
N.I.S.

GENERAL IRRIGATION NOTES

1. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO OPERATE AT A PRESSURE OF 100 PSI.
2. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO OPERATE AT A FLOW RATE OF 10 GPM PER LINEAL FOOT OF EMISSIONAL DEVICE.
3. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO OPERATE AT A SCHEDULING INTERVAL OF 10 MINUTES.
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30. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO OPERATE AT A SCHEDULING INTERVAL OF 10 MINUTES.

IRRIGATION DETAILS

11.03



SL1.2

- LIGHTING NOTES**
1. ALL OUTDOOR LIGHTING FIXTURES SHALL EITHER HAVE A FIXTURE CUTOFF CLASSIFICATION OF "FULL CUTOFF" OR BE FULLY SHIELDED.
 2. LIGHTING COLOR TEMPERATURE MUST BE BETWEEN FOUR THOUSAND (4,000) AND FIVE THOUSAND (5,000) DEGREES KELVIN.

LIGHTING FIXTURE SCHEDULE									
MARK	MANUFACTURER	CATALOG NUMBER	VOLTAGE	WATTS	LUMENS	TYPE	MOUNTING HEIGHT	MOUNTING TYPE	REMARKS
P3	VISIONARE LIGHTING	ODEN-LL-T3-10L-3K-AM--CS/H1 VA100-S-S1	240	65	8,574	LED 3000K	MOUNT ON 16 FOOT ROUND STEEL POLE		L, FSA
Y3	VISIONARE LIGHTING	VSK-II-T3-10L-3K-AM--CLS	240	70	8,618	LED 3000K	MOUNT ON 16 FOOT ROUND STEEL POLE		L, FSA

LIGHTING FIXTURE SCHEDULE KEYED NOTES:
PROVIDE FINISH AS SELECTED BY ARCHITECT.
FSA POLES SHALL BE LOCATED A MINIMUM OF 3'-0" FROM BACK OF CURB AND UTILIZE FLUSH-WITH-GRADE POLE BASE PER DETAIL "E-LP2" WHERE POLES CAN NOT BE LOCATED A MINIMUM OF 3'-0" FROM BACK OF CURB, UTILIZE EXPOSED POLE BASE PER DETAIL "E-LP1"

221149



SITE LIGHTING PLAN

SHEET
SL1.1



A LANDSCAPE DEVELOPMENT PLAN FOR
LEO FRANKLIN
South 31st Street
Franklin, Wisconsin

PROJ. CODE	26-004
DRAWN BY	DEM
REVIEWED BY	DAL
ISSUED	
DATE	
DESCRIPTION	
REVISIONS	



www.mcnair-sylvester.com

A LANDSCAPE DEVELOPMENT PLAN FOR
LEO FRANKLIN
South 31st Street
Franklin, Wisconsin

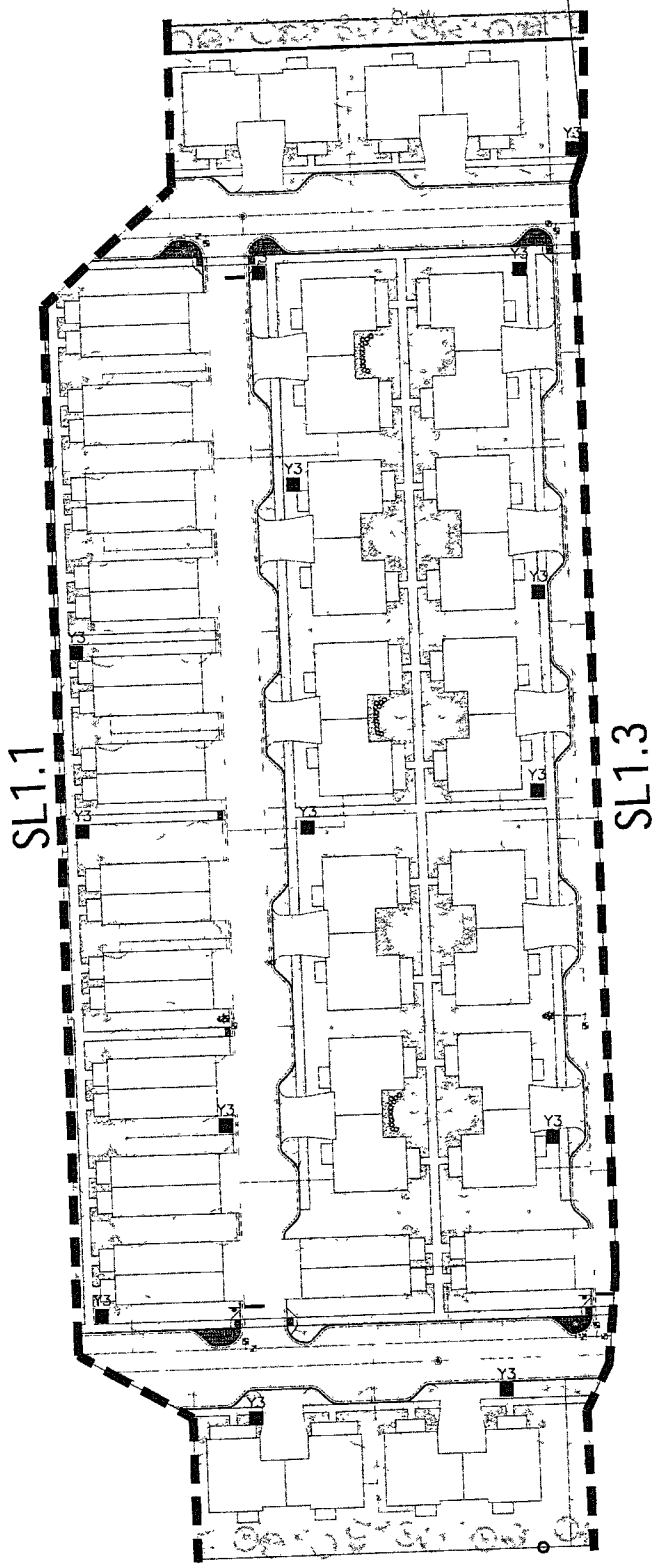
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REVISIONS

SHEET
SL1.2



SITE LIGHTING PLAN



- LIGHTING NOTES**
- 1 ALL OUTDOOR LIGHTING FIXTURES SHALL EITHER HAVE A FIXTURE CUTOFF CLASSIFICATION OF FULL CUTOFF OR BE FULLY SHIELDED.
 - 2 LIGHTING COLOR TEMPERATURE MUST BE BETWEEN FOUR THOUSAND (4000) AND FIVE THOUSAND (5000) DEGREES KELVIN.

LIGHTING FIXTURE SCHEDULE									
MARK	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMPS		WATTS	FOOT CANDLE	MOUNTING HEIGHT	REMARKS
P3	VISIONARE LIGHTING	QDENT-L-T3-10L-3K-AM--C5H1 VA100-S-S1	240	65	8,574	65	100	MOUNT ON 18 FOOT ROUND STEEL POLE	L, FSA
Y3	VISIONARE LIGHTING	V5K-L-T3-10L-3K-AM--C5L5	240	70	8,618	70	100	MOUNT ON 18 FOOT ROUND STEEL POLE	L, FSA

LIGHTING FIXTURE SCHEDULE KEYED NOTES:
FSA PROVIDE FINISH AS SELECTED BY ARCHITECT
L POLES SHALL BE LOCATED A MINIMUM OF 3' FROM BACK OF CURB AND UTILIZE FLUSH-WITH-GRADE POLE BASE PER DETAIL "E-1P2" WHERE POLES CAN NOT BE LOCATED A MINIMUM OF 3' FROM BACK OF CURB, UTILIZE EXPOSED POLE BASE PER DETAIL "E-1P1"



LEO FRANKLIN
A LANDSCAPE DEVELOPMENT PLAN FOR
South 31st Street
Franklin, Wisconsin

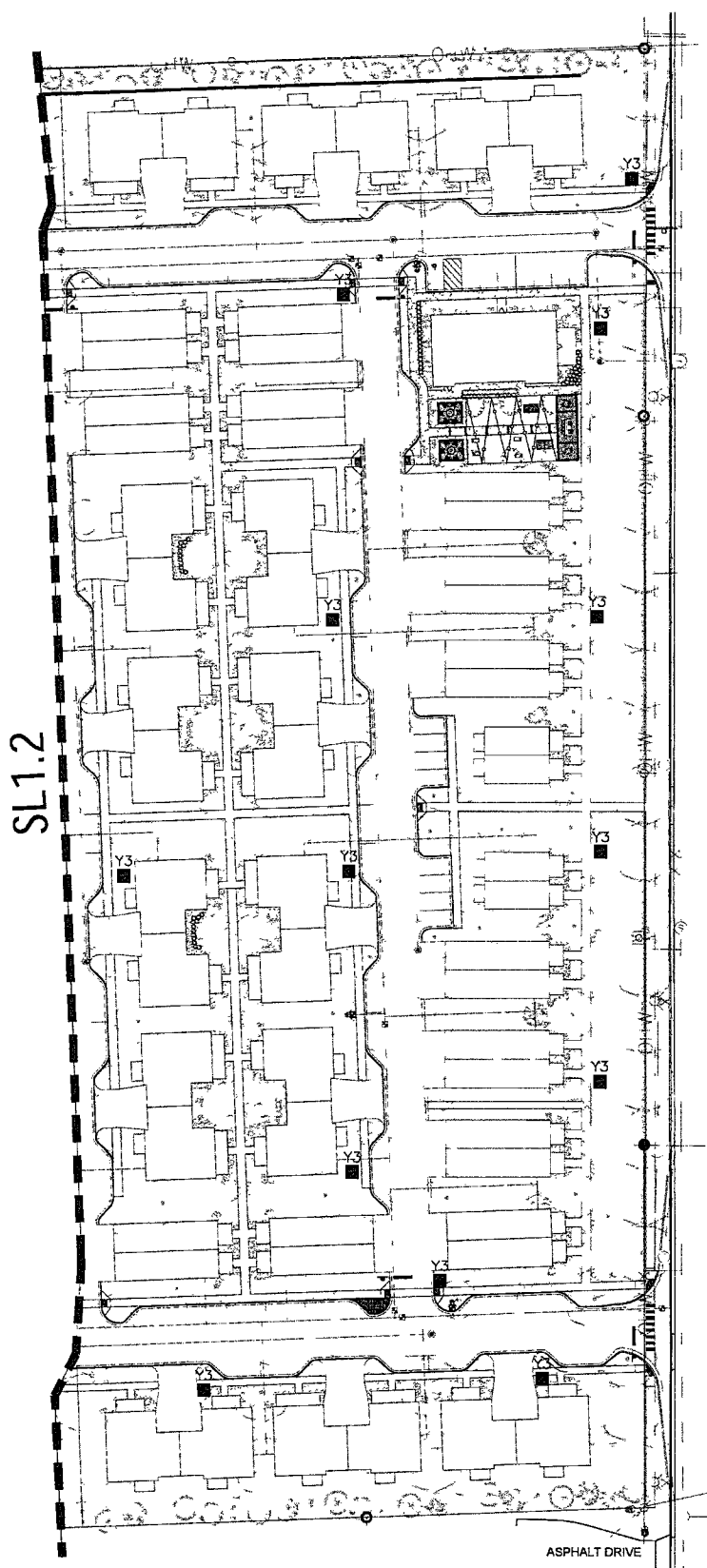
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REVIEWED BY	DML
ISSUED	
DATE	DESCRIPTION

REVISIONS

SHEET
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SITE LIGHTING PLAN



SL1.2

ASPHALT DRIVE

LIGHTING NOTES

1. ALL OUTDOOR LIGHTING FIXTURES SHALL EITHER HAVE A FIXTURE CUTOFF CLASSIFICATION OF FULL CUTOFF* OR BE FULLY SHIELDED
2. LIGHTING COLOR TEMPERATURE MUST BE BETWEEN FOUR THOUSAND (4,000) AND FIVE THOUSAND (5,000) DEGREES KELVIN

LIGHTING FIXTURE SCHEDULE									
MARK	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMPS		MOUNTING HEIGHT	MOUNTING TYPE	REMARKS	
				WATTS	LUMENS				
P3	VISIONARE LIGHTING	ODEN+L-T3-10L-3K-AM-**-C5H1 VA100-S-81	240	65	9,574	LED 3000K	MCUNT ON 16 FOOT ROUND STEEL POLE	L, FSA	
Y3	VISIONARE LIGHTING	VX3H-T3-10L-3K-AM-**-CLS	240	70	8,318	LED 3000K	MCUNT ON 16 FOOT ROUND STEEL POLE	L, FSA	

LIGHTING FIXTURE SCHEDULE KEYED NOTES.

PROVIDE FINISH AS SELECTED BY ARCHITECT

FSA POLES SHALL BE LOCATED A MINIMUM OF 3'-0" FROM BACK OF CURB AND UTILIZE FLUSH-WITH GRADE POLE BASE PER DETAIL "E-LP2" WHERE POLES CAN NOT BE LOCATED A MINIMUM OF 3'-0" FROM BACK OF CURB UTILIZE EXPOSED POLE BASE PER DETAIL "E-LP1"

221149

221149

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/21/2026
REPORTS & RECOMMENDATIONS	A Housing Development, Resident Community Center, and Related Facilities, upon property located at 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000), (Advenir Azora Development, APPLICANT) (Matteo and Germano Norante, Owner, 7705 S 31st Street) (BC Management, Owner, 7631 S. 31st Street) (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street)	ITEM NUMBER 95.13 Ald. Dist. 3

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

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

At their July 9, 2026 meeting, the Plan Commission recommended approval of this request and the related applications. The Commission held a hearing for this Conditional Use: three residents commented on the matter, including District 4 Ald. Kresovic. Comments included concerns about traffic and pedestrian safety on S. 31st St., impacts to natural resources, and the overall intensity or density of development.

Fiscal Impact: Not Applicable

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2026-_____, a Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for a Housing Development, Resident Community Center, and Related Facilities, upon property located at 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000), (Advenir Azora Development, APPLICANT), (Matteo and Germano Norante, Owner, 7705 S 31st Street), (BC Management, Owner, 7631 S. 31st Street), (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 06/30/2026

RESOLUTION NO. 2026-_____

A CONDITIONAL USE FOR A HOUSING DEVELOPMENT, RESIDENT COMMUNITY CENTER, AND RELATED FACILITIES, UPON PROPERTY LOCATED AT 7705 S 31ST STREET, (TKN 786 9988 000), 7631 S. 31ST STREET, (TKN 786 9987 000), AND 7721 S 31ST STREET (TKN 786 9992 000),
(ADVENIR AZORA DEVELOPMENT, APPLICANT)
(MATTEO AND GERMANO NORANTE, OWNER, 7705 S 31ST STREET)
(BC MANAGEMENT, OWNER, 7631 S. 31ST STREET)
(ESTATE OF GERALD F ZAWADZKI, OWNER, 7721 S. 31ST STREET)

WHEREAS, Advenir Azora Development, having petitioned the City of Franklin for the approval of a Conditional Use to allow for a housing development with gross density of seven (7) units per acre (one hundred and sixty-six (166) units), resident community center and related facilities in the B-MU South 27th Street Mixed-Use District, upon property located at 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000), properties more particularly described as follows:

Being a part of the West 1/2 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the southwest corner of the West 1/2 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1000.07 feet to the Point of Beginning; Thence continuing North 00°06'51" East along said west line, 819.45 feet; thence North 88°00'35" East along the monumented line, 1286.01 feet to the west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 819.41 feet; thence South 88°00'35" West along the north line of Lot 1 of Certified Survey Map No. 790 and its westerly extension, 1287.12 feet to the Point of Beginning.; 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 §15-9-06.E. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of July, 2026, and the Plan Commission thereafter having determined to recommend that the proposed Conditional Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Conditional Use upon such conditions, pursuant to §15-9-06.H. and §15-4-09.D. of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

ADVENIR AZORA DEVELOPMENT – CONDITIONAL USE

RESOLUTION NO. 2026-_____

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

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

1. That this Conditional Use is approved only for the use of the subject property by Advenir Azora Development, successors and assigns, as a housing development, resident community center and related facilities, in the B-MU South 27th Street Mixed-Use District, which shall be constructed, operated and maintained by Advenir Azora Development, pursuant to those plans date-stamped June 30, 2026 and annexed hereto and incorporated herein as Exhibit A.
2. Advenir Azora Development, 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 Lake Grove Place multi-family residential development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Advenir Azora Development, and the housing development, resident community center and related facilities use, for the property located at 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000): (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 applicant must obtain approval of the related application for a Planned Development Overlay to allow for modification of the standards of § 15-4-01.B Residential Use-Specific Standards for Duplex or comply with the standards.
5. The applicant must obtain approval of the related application for a Planned Development Overlay to allow for modification of the standards of § 15-4-01.C Residential Use-Specific Standards for Townhomes or comply with the standards.

BE IT FURTHER RESOLVED, that in the event Advenir Azora Development, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Conditional Use Resolution, following a ten (10) day

ADVENIR AZORA DEVELOPMENT – CONDITIONAL USE

RESOLUTION NO. 2026-_____

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notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Conditional Use permission granted under this Resolution.

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

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

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

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

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

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

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/21/2026
REPORTS & RECOMMENDATIONS	An Ordinance to Create Planned Development Overlay No. 46 (Advenir Azora Development) 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000)	ITEM NUMBER J. 14. Ald. Dist. 3

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

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

At their July 9, 2026 meeting, the Plan Commission recommended approval of this request with the additional condition “requiring elevated exterior materials where appropriate, including but not limited to replacing vinyl siding with lap siding, subject to review by Planning Department staff.” The draft ordinance tables have been updated to reflect this condition.

The Plan Commission also held a public hearing for this PDO. A neighboring resident had concerns about the proximity of trash compactors to their property line.

Fiscal Impact: Not Applicable

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2026-_____, an Ordinance to Create Planned Development Overlay No. No. 46 (Advenir Azora Development), 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000) (Advenir Azora Development, APPLICANT), (Matteo and Germano Norante, Owner, 7705 S 31st Street), (BC Management, Owner, 7631 S. 31st Street), (Estate of Gerald F Zawadzki, Owner, 7721 S. 31st Street)

ORDINANCE NO. 2026-_____

AN ORDINANCE TO CREATE PLANNED DEVELOPMENT OVERLAY NO. 46
(ADVENIR AZORA DEVELOPMENT)
7705 S 31ST STREET, (TKN 786 9988 000),
7631 S. 31ST STREET, (TKN 786 9987 000),
AND 7721 S 31ST STREET (TKN 786 9992 000),
OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE

WHEREAS, a petition having been filed to create a Planned Development Overlay, which tract of land is a part of located at 7705 S 31st Street, (TKN 786 9988 000), 7631 S. 31st Street, (TKN 786 9987 000), and 7721 S 31st Street (TKN 786 9992 000), and which is more particularly described below; and

WHEREAS, the Plan Commission having determined that the proposed Planned Development Overlay No. 46 (*ADVENIR AZORA*) is in conformance with the City of Franklin Comprehensive Master Plan and contains more than 20.18 acres; and

WHEREAS, a Public Hearing was held before the Plan Commission on the 9th day of July, 2026, and the Plan Commission having reviewed the Planned Development Overlay No. 46 petition and having found that the proposed Planned Development Overlay conforms to the standards for adoption of a Planned Development Overlay, and having recommended to the Common Council that the creation of Planned Development Overlay NO. 46 be approved; and

WHEREAS, the Common Council having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create Planned Development Overlay No. 46 will promote the health, safety and welfare of the Community.

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

SECTION 1: §15-2-03 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be governed by the base zoning of B-MU South 27th Street Mixed-Use District and also the standards of this Planned Development Overlay NO. 46 (*Advenir Azora*) as is created under SECTION 2 of this ordinance:

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

Commencing at the southwest corner of the West 1/2 of said Section 12; thence North 00°06'51" East along the west line of said Southeast 1/4, 1000.07 feet to the Point of Beginning; Thence continuing North 00°06'51" East along said west line, 819.45 feet; thence North 88°00'35" East along the monumented line, 1286.01 feet to the west right of way line of South 31st Street; thence South 00°02'10" West along said west right of way line, 819.41 feet; thence South 88°00'35" West along the north line of Lot 1 of Certified Survey Map No. 790 and its westerly extension, 1287.12 feet to the Point of Beginning.

SECTION 2: PLANNED DEVELOPMENT OVERLAY NO. 46 (*ADVENIR AZORA*)

A. **Definitions.**

This Planned Development Overlay shall be constructed, operated and maintained in conformance with the following listed Exhibits, all containing matters approved hereunder or by the separate approval of the Common Council as set forth below, and all applicable terms and provisions of the Municipal Code and the Unified Development Ordinance not enumerated herein and not contrary to the terms or provisions of this ordinance, including, but not limited to such permits as are required under Article 8 related to Construction and Construction Site Erosion Control, as well as the Development Agreement required as a condition of approval of Exhibit A, below. The plans contained in the following listed Exhibits may be adjusted in minor detail and so noted prior to construction upon the written approval of the City Engineer or City Planning manager in order to comply with all of the conditions of this Ordinance.

1. **Exhibit A:** Development Plan prepared by AMUNDSEN DAVIS LAW and Advenir Azora Development, dated June 29, 2026

2. **Developer:** Advenir Azora Development

B. **District Intent.** It is the intent of the Planned Development Overlay NO. 46 (Advenir Azora) to allow for development according to the standards of the B-MU - South 27th Street Mixed-Use District (§ UDO 15-2-02.B.4) subject to the modifications described herein.

C. **General Requirements.**

1. The site shall be developed in substantial compliance with the district standards and specific development standards for the Planned Development Overlay NO. 46 (Advenir Azora) set forth in this Ordinance.
2. **Permitted, Accessory, and Special Uses.** Permitted, Accessory, and Special Uses shall be those uses as allowed in the B-MU - South 27th Street Mixed-Use District by Table 15-3-04(C)

3. **Development Standards.** Development standards are governed by the provisions of 2025 UDO for the base zoning of B-MU - South 27th Street Mixed-Use District, subject to the following modifications (Table A):

Table A Modifications

#	Item	UDO Section	Modification Section
1	Duplex	§15-4-01.B Duplex	Conditional Use Standards - Duplex
2	Townhome	§15-4-01.C Townhome	Conditional Use Standards - Townhome
3	Glazing	§15-5-10E Glazing	See Table B
4	Cladding	Table 15-5-10(B)	See Table B
5	Definitions	§15-12-01 Definitions	Exterior Building Cladding Materials and Glazing – Façade definitions

Modifications of Conditional Use Standards

Modifications to §15-4-01.B Duplex and §15-4-01.B Townhome

Item 1 Duplex

- Duplexes shall be oriented with their primary entrances either:
 - Toward an interior private road.
 - Toward an internal courtyard space.
- A minimum of one (1) of the parking spaces, as specified in Section 15-5-01(B) of this UDO, shall be provided for each unit.
- Attached garages are encouraged to be located on rear facades. If attached garages are located on the primary facade they shall be recessed from the primary front facade (excluding porches) of the duplex.
- Exterior building cladding materials shall comply with the requirements of the PDO.

Item 2 Townhome

- Townhomes shall be oriented with their primary entrances either:
 - Toward an interior private road.
 - Toward an internal courtyard space.
- Individual townhome units should be articulated through the exterior design of the townhome cluster. This can be accomplished through dormers, porches, vertical design elements, varying roof forms, or other architectural devices.
- The maximum length of a townhome cluster shall be two hundred (200) lineal feet.
- The siting of the townhome units in a cluster shall be staggered in order to define street edges, entry points, and public gathering spaces.

5. A minimum of one (1) of the parking spaces, as specified in Section 15-5-01(B) of this UDO, shall be provided for each unit.
6. Exterior building cladding materials shall comply with the requirements of the PDO

Exterior Building Cladding Materials and Glazing

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

Item 5 Façade definitions (Modification to Article 12):

1. **Front:** Façade which includes the primary entrance to a dwelling unit.
2. **Rear:** Façade facing a community area or shared amenity including a private internal road, or which includes private outdoor space.
3. **Street:** Façade facing a private road.
4. **Interior:** Façade facing a dwelling unit or other building.

Table B Cladding and Glazing

AA Clubhouse		Allowable Percentage			
		Front	Street	Street	Rear
Percent Glazing	Min	15%	4%	4%	0%
Masonry	Min	0%	0%	0%	0%
Lap Siding, Stucco	Max	94%	100%	100%	94%
Fiber Cement Board and Batten	Max	0%	0%	0%	0%
EFIS, Concrete	Max	0%	0%	0%	0%
Metal Siding	Max	0%	0%	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	0%	0%	0%	0%
Door	Max	6%	0%	0%	6%
Garage Door	Max	0%	0%	0%	0%
Mailboxes	Max	0%	0%	0%	0%
AD Maintenance		Allowable Percentage			
		Front	Street	Rear	Interior
Percent Glazing	Min	0%	0%	0%	0%
Masonry	Min	0%	0%	0%	0%
Lap Siding, Stucco	Max	91%	0%	100%	100%
Fiber Cement Board and Batten	Max	0%	53%	0%	0%
EFIS, Concrete	Max	0%	0%	0%	0%
Metal Siding	Max	0%	0%	0%	0%
Vinyl Siding, Unfinished	Max	0%	0%	0%	0%

ADVENIR AZORA DEVELOPMENT – PLANNED DEVELOPMENT OVERLAY
ORDINANCE NO. 46 2026-_____

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Concrete Block					
Door	Max	9%	0%	0%	0%
Garage Door	Max	0%	47%	0%	0%
Mailboxes	Max	0%	0%	0%	0%
Duplex		Allowable Percentage			
		Front	Street	Interior	Rear
Glazing	Min	6%	4%	4%	0%
Masonry	Min	0%	0%	0%	0%
Lap Siding, Stucco	Max	94%	96%	100%	93%
Fiber Cement Board and Batten	Max	0%	0%	0%	0%
EFIS, Concrete	Max	0%	0%	0%	0%
Metal Siding	Max	0%	0%	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	0%	0%	0%	0%
Door	Max	9%	9%	9%	9%
Garage Door	Max	0%	0%	0%	0%
Mailboxes	Max	0%	0%	0%	0%
Stacked Duplex		Allowable Percentage			
		Front	Interior	Interior	Rear
Percent Glazing	Min	9%	14%	5%	6%
Masonry	Min	0%	0%	0%	0%
Lap Siding, Stucco	Max	91%	100%	96%	100%
Fiber Cement Board and Batten	Max	0%	0%	0%	0%
EFIS, Concrete	Max	0%	0%	0%	0%
Metal Siding	Max	0%	0%	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	0%	0%	0%	0%
Door	Max	9%	0%	9%	0%
Garage Door	Max	0%	0%	0%	0%
Mailboxes	Max	0%	0%	0%	0%
Cottage		Allowable Percentage			
		Front	Interior	Interior*	Rear
Percent Glazing	Min	8%	4%	7%	4%
Masonry	Min	0%	0%	0%	0%
Lap Siding, Stucco	Max	92%	96%	93%	96%
Fiber Cement Board and Batten	Max	0%	0%	0%	0%
EFIS, Concrete	Max	0%	0%	0%	0%
Metal Siding	Max	0%	0%	0%	0%

ADVENIR AZORA DEVELOPMENT – PLANNED DEVELOPMENT OVERLAY

ORDINANCE NO. 46 2026-_____

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Vinyl Siding, Unfinished Concrete Block	Max	0%	0%	0%	0%
Door	Max	6%	6%	6%	6%
Garage Door	Max	21%	0%	0%	21%
Mailboxes	Max	0%	0%	0%	0%
					*Calculated as duplex
Row/Townhouse		Allowable Percentage			
		Front	Interior / Street	Interior / Street	Rear
Percent Glazing	Min	8%	7%	7%	2%
Masonry	Min	0%	0%	0%	0%
Lap Siding, Stucco	Max	92%	93%	93%	98%
Fiber Cement Board and Batten	Max	0%	0%	0%	0%
EFIS, Concrete	Max	0%	0%	0%	0%
Metal Siding	Max	0%	0%	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	0%	0%	0%	0%
Door	Max	7%	0%	0%	0%
Garage Door	Max	0%	0%	0%	0%
Mailboxes	Max	0%	0%	0%	0%
South 31st Street		Allowable Percentage			
		Front	Interior / Street	Interior / Street	Rear
Percent Glazing	Min	9%	6%	6%	2%
Masonry	Min	11%	2%	2%	0%
Lap Siding, Stucco	Max	80%	92%	92%	98%
Fiber Cement Board and Batten	Max	0%	0%	0%	0%
EFIS, Concrete	Max	0%	0%	0%	0%
Metal Siding	Max	0%	0%	0%	0%
Vinyl Siding, Unfinished Concrete Block	Max	0%	0%	0%	0%
Door	Max	6%	0%	0%	6%
Garage Door	Max	0%	0%	0%	0%
Mailboxes	Max	0%	0%	0%	0%
		NOTE: UNIT ONLY OCCURS ALONG PUBLIC ROW			

G. Conditions of Approval.

The condition of general approval for Planned Development Overlay NO. 46 Advenir Azora are listed below:

1. Grading, stormwater management, erosion control and utility plans shall be subject to review by the Engineering Department.
2. The Common Council **[does not] find[s]** that the wetlands on site meet the exemption requirements of UDO §15-7-02.D., provided these wetlands are determined to be non-federal.
3. The applicant shall provide compensation for natural resource impacts in accordance with Article 7 prior to the issuance of any building permit, subject to the review and approval of Planning Staff.
4. All protected natural resources indicated in the Natural Resource Protection Plan, including environmental corridor, wetlands, and woodlands shall be protected by a conservation easement in accordance with the Unified Development Ordinance.
5. In the event that no building permit has been issued for any one of the structures in Advenir Azora development prior to the expiration of 24 months from the date of enactment of this Ordinance, and allowing a three month extension, the zoning overlay designation shall revert back to the base zoning for the subject parcel(s).

SECTION 3: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

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

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

ADVENIR AZORA DEVELOPMENT – PLANNED DEVELOPMENT OVERLAY
ORDINANCE NO. 46 2026-_____

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APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE July 21, 2026
REPORTS & RECOMMENDATIONS	2027 Mayor's Recommended Budget Initiation & Review	ITEM NUMBER B.15.

As we begin preparations for the 2027 municipal budget, it is important to recognize the significant fiscal challenges facing not only the City of Franklin, but municipalities throughout Wisconsin and across the nation. Each year, these challenges require strategizing our decisions, careful prioritization of resources, and proactive communication throughout the budget process.

It's important to remember within the city, the gap between revenue growth and expenditure growth continues to widen dramatically. The combination of levy limitations, inflationary pressures, increasing personnel costs, infrastructure demands, and uncertainty surrounding state and federal funding will create a difficult budget environment for 2027.

Outlined below are several key challenges, their implications, and considerations as departments begin preparing budget requests.

1. Structural Budget Imbalance

Municipal governments continue to face a structural imbalance between recurring revenues and expenditure growth. While revenues remain constrained by state-imposed levy limits, both operational and capital expenditures continue to increase due to factors largely outside local control.

As a result, municipalities are increasingly challenged to maintain existing service levels while also addressing growing infrastructure, staffing, technology, and operational needs. Local governments frequently balance budgets by deferring road repairs, stalling building upgrades, reducing library or parks hours, and understaffing key departments.

2. Property Tax Levy Limitations

Under current Wisconsin law, municipalities are limited in their ability to increase property tax levies. Annual levy growth is generally restricted to the value of net new construction, regardless of inflationary pressures or increases in service demands.

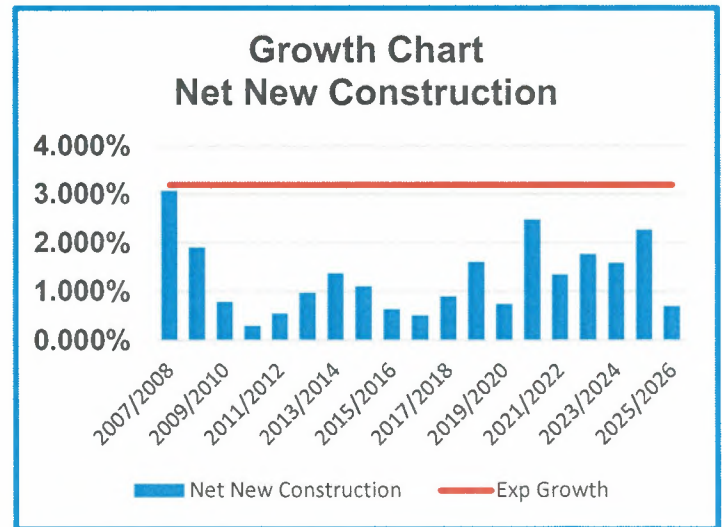
Although Franklin has experienced continued development, net new construction growth has remained relatively modest in recent years and is insufficient to offset increasing expenditures. The value of net new construction in 2026 is at an all-time low since the 2018 and 2020 fiscal year. Although several major development projects are progressing throughout the City, the financial benefits associated with those projects are not immediate. Due to the timing of construction, occupancy, assessment, and levy limit calculations, much of the additional tax base generated by these developments will not be realized until future budget years. While these projects will strengthen the City's long-term financial position and provide additional levy capacity over time, they do little to address the budget challenges facing the City in 2027.

One significant future revenue opportunity is the eventual closure of the City's Tax Increment Districts. Unlike traditional development, where levy growth is limited to annual net new construction calculations, the closure of a TID returns the district's full equalized value to the City's tax base and may provide a one-time levy limit adjustment under state law. This can create meaningful additional levy capacity and improve long-term financial sustainability. However, the city cannot rely on these future adjustments to solve current budget

challenges, as the timing of district closures and the ultimate levy limit impacts remain subject to future valuation growth and state law requirements. The next time the city will see this benefit is the closure of TID 5.

Historical Net New Construction:

Levy Year	Amount of Net New Construction	Net New Construction Percentage
2017	\$18,990,600	.509%
2018	\$34,676,200	.892%
2019	\$64,576,600	1.605%
2020	\$32,475,200	.745%
2021	\$113,793,500	2.480%
2022	\$65,706,200	1.344%
2023	\$95,637,400	1.763%
2024	\$97,119,500	1.585%
2025	\$94,883,600	2.265%
2026	\$50,782,500	.701%



** Initial preliminary estimates propose a levy increase of roughly \$165,000 based on net new construction only. As more confirmed numbers are indicated, levy limit increase will be easier identifiable.

While state levy limits restrict the City's ability to increase its operating levy, municipalities retain the authority to levy for debt service associated with General Obligation borrowing outside of the levy limit. As a result, the City has the ability to increase the total property tax levy by issuing additional debt to fund capital projects, infrastructure improvements, equipment replacements, or other eligible capital expenditures. As of the 2027 budget year, the city has not maxed its debt service levy.

It's important to note, increasing the debt levy carries several important implications:

- **Higher Property Taxes:** Any increase in debt service payments directly increases the property tax burden on residents and businesses.
- **Long-Term Financial Commitments:** Borrowing allows the City to address current needs, but repayment obligations typically extend over many years, reducing future budget flexibility.
- **Reduced Capacity for Future Borrowing:** Additional debt issued today decreases the City's ability to respond to future infrastructure needs, emergencies, or unforeseen capital expenditures.
- **Growing Debt Service Costs:** As debt obligations increase, a larger portion of annual property tax revenues must be dedicated to debt repayment rather than current services.

Although debt financing remains an important tool for funding major infrastructure investments and asset replacements, it should not be viewed as a solution to ongoing operating budget challenges. The City must carefully balance current infrastructure needs with the long-term impact that additional debt service obligations will have on future budgets and taxpayers.

The Finance Committee reviewed this item along with the attached preliminary 2026 Levy Limit Worksheet as part of its ongoing evaluation of the City's long-term financial strategy. Historically, the city has not levied the maximum allowable amount for debt service. While this approach has helped maintain a lower tax rate in the short term, it also results in a portion of the City's debt service levy authority going unused each year. Because unused debt service levy capacity does not carry forward indefinitely, the City is unable to fully utilize its available levy authority to support future capital investments and debt obligations. After reviewing the proposed capital projects and debt borrowing anticipated to be amended into the 2026 budget, the Finance Committee recommended applying the maximum allowable debt service levy while reducing the 2026 levy by \$260,000, representing one-third of the unused prior-year debt service levy. This phased approach allows the City to gradually transition to utilizing its full debt service levy authority while minimizing the impact on the City's tax rate. The long-term intent is to apply one-third of the remaining unused prior-year debt service levy to each of the next three annual levy limit worksheets, ultimately positioning the City to fully maximize its debt service levy authority in a measured and fiscally responsible manner while providing greater flexibility to fund future capital improvements.

3. Expenditure Pressures

Unfortunately, several expenditure categories continue to place significant pressure on the city's operating budget.

- Personnel costs: personnel expenses remain the city's largest operating cost. Current and future labor agreements, compensation projections and increased inflationary costs indicate estimated increases. (Police = 4%, Fire = ~3-4%, non-reps = unknown)
- Health insurance premiums: unknown at this time.
- Infrastructure maintenance: The city is currently estimating a \$8-\$10 million borrowing in 2026 to support extremely outdated infrastructure and equipment needs.
- Inflationary pressures: CPI increase is tracking at roughly 3.6-4.0% for year-end 2026 based on data from the U.S. Bureau of Labor Statistics, with an estimated 2027 inflation rate of 2.5%-2.9%.

4. Revenue Constraints

In addition to levy limitations, other revenue sources remain constrained.

- State shared revenue: rates are lower than inflation (estimates are provided annually in August/September)
 - State shared revenue projection = 2.1% increase or ~ \$31,700
- User fee revenues: (e.g. recreation, permits) are variable and may not cover program costs.
 - The city provided increases to state regulated court fees, increased planning & inspection department fees, and implemented an increase to allowable clerk office fees to align with inflation costs.
- Grant funding: grant opportunities continue to be competitive and frequently include restrictions on allowable expenditures. Federal funding and pandemic related funding sources are no longer available and were required to be spent by 12/31/26. The city's long-term drug-free communities support grant expires 9/29/26, which produced \$125,000 in grant funding. The city continues to receive annual opioid settlement funds, along with police and fire grants.

Staff have been working diligently to compile departmental requests, assess revenue projections, and evaluate funding priorities in alignment with strategic goals.

5. Implications for Service Levels

Without additional revenue sources or expenditure reductions, municipalities throughout Wisconsin, including Franklin, are increasingly forced to make difficult decisions regarding service delivery.

Potential impacts include:

- Delayed capital projects
- Deferred maintenance activities
- Reduced equipment replacement schedules
- Hiring delays, hiring freezes, or layoffs
- Increased reliance on borrowing
- Reduction or consolidation of non-mandated services (Health, Inspection, Joint police/fire, joint library, cross training between departments, etc.)
- Increasing user fees, special charges and/or interest charges

6. Progress to Date:

- **Personnel Requests:** Requests for new positions are due Friday, July 24th. This provides enough time for staff review and consideration of inclusion or exclusion in the 2027 budget.
- **Capital Planning:** Staff are refining the capital improvement plan (CIP) to ensure alignment with available resources and long-term financial strategies. Departments are requested to submit all Capital related requests to the Finance Department by July 24th.
- **Department Submissions:** All departments are to have operational requests submitted into BS&A by July 31st. This provides additional time to weigh the priorities of the various requests.
- **Revenue Projections:** Updated revenue estimates have been prepared using the most recent state aid information, local trends, and preliminary property value assessments. Most state aid information is not available until August/September. Final Statement of Assessment (minus manufacturing) has been prepared and will be submitted to the Department of Revenue.
 - 2020 - \$4,511,933,200
 - 2021 - \$4,877,836,200 – 8.1% increase
 - 2022 - \$5,409,719,900 – 10.9% increase
 - 2023 - \$5,955,191,700 – 10.1% increase
 - 2024 - \$6,464,571,800 – 8.5% increase
 - 2025 – \$6,538,279,900 – 1.1% increase
 - Estimated 2026 - \$6,615,671,400 – 1.2% increase

Next Steps:

As part of the 2027 budget process, areas as described above will need to be evaluated. Some include user fee adjustments, alternative service delivery methods, process improvements, grant opportunities, capital project prioritization, and potential restructuring of personnel services to fit budgetary constraints.

- Meetings with department heads will begin and continue through the end of August to refine budget figures and adjust priorities where necessary.
- The Mayor's Recommended Budget will be presented to the Common Council on September 15th.
- Public hearing and adoption timelines remain on track for November 17th.

We will continue to discuss challenges as they arise between now and the final adoption of the 2027 budget. Please keep in mind these decisions are very hard, and recommendations are purely based on the fiscal governance of the taxpayers' dollars.

The Finance Director is unavailable to attend this meeting due to a prearranged vacation, but the Mayor, Director of Administration and council members who are on the Finance Committee can speak to this item. Any questions for the Director of Finance can be directed via email. This item will be on the agenda again prior to the presentation of the Mayor's Recommended Budget for further consideration of the recommendation presented by the Finance Committee.

COUNCIL ACTION REQUESTED

This document is informational only. Please receive and place it on file.

Finance Dept – DB/Admin-KH/Mayor Nelson

City of Franklin
Tax Levy Allocation to Funds
2027

	2023 Budget Final	2024 Adopted	2025 Adopted	2026 Adopted	*Preliminary - Finance Committee Recommended	**Preliminary - Max Levy	
	2022	2023	2024	2025	2026		
Prior Yr Levy	22,509,992	22,929,400	23,450,500	23,883,300	24,328,925	24,328,925	
Plus Pers Prop Aids	-	77,988	77,988	288,935	288,935	288,935	
Less Debt Service	(539,000)	(539,000)	(539,000)	(813,578)	(730,128)	(730,128)	
Adjusted Levy	21,970,992	22,468,388	22,989,488	23,358,657	23,887,732	23,887,732	
Net New Construction	2.2640%	2.3410%	1.585%	2.265%	0.701%	0.701%	
	22,468,415	22,994,373	23,353,871	23,887,732	24,055,157	24,055,157	
Less Pers Prop Aids	77,988	77,988	288,935	288,935	288,935	288,935	
Allowable levy b/4 debt Service	22,390,427	22,916,385	23,064,936	23,598,797	23,766,222	23,766,222	
Plus Unused Levy from Previous Year			4,884				
Plus Increase for Unused Levy Carryforward from Prior Years							
Plus Debt Service	539,000	539,000	813,578	730,128	1,335,625	1,615,500	
Max Levy	22,929,427	23,455,385	23,883,460	24,328,925	25,101,847	25,381,722	
	419,435	525,985	432,960	445,625	772,922		
							Chng fr Pr Yr
General Fund	20,455,400	20,616,100	20,975,600	21,391,875	21,989,295	22,269,170	597,420
Shift from Str Improv							-
Library	1,374,000	1,442,700	1,467,700	1,497,050	1,497,050	1,497,050	-
Capital Outlay	-						
Equipment Replacement							
Shift to Gen Fund							
Street Improvement		291,700	300,000	300,000	-	-	(300,000)
Sub-total	21,829,400	22,350,500	22,743,300	23,188,925	23,486,345	23,766,220	297,420
Debt Service	1,100,000	1,100,000	1,140,000	1,140,000	1,615,500	1,615,500	475,500
Total	22,929,400	23,450,500	23,883,300	24,328,925	25,101,845	25,381,720	772,920
Pers Prop Tax Aid	77,988	77,988	288,935	288,935	288,935	288,935	
Total Levy	23,007,388	23,528,488	24,172,235	24,617,860	25,390,780	25,670,655	772,920
Allowable							
Under limit							

Percentage Tax Increase Avg. Resident

Both scenarios will provide a tax increase on the residents, unknown at this time

***Preliminary - Finance Committee
Recommended**

Keeps the library levy flat from prior year with no reduction, removes levy funding from the street improvement fund (which would need to be included in future debt issuances along with all other capital projects) and increases the general fund levy \$595,000 from prior year

****Preliminary - Max Levy**

Keeps the library levy flat from prior year with no reduction, removes levy funding from the street improvement fund (which would need to be included in future debt issuances along with all other capital projects) and increases the general fund levy \$877,000 from prior year

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE July 21, 2026
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$10,000,000 IN GENERAL OBLIGATION DEBT TO FUND CRITICAL CAPITAL IMPROVEMENT PROJECTS AND PROVIDING DIRECTION FOR FUTURE LONG- TERM DEBT PLANNING	ITEM NUMBER M.16.

Background

The 2026 Capital improvement Fund (CIP) included approximately \$31 million in requests from Department Heads for necessary projects and equipment.

The 2026 Capital improvement Fund (CIP) did not include a debt offering as a 2026 resource. The 2026 Annual Budget reflects projects funded through resources received by transportation aids, tax levy, landfill siting revenue and grants.

There has been some traction on a few projects that calls a debt offering into question. Additionally, resources from the Development and Utility Development Funds are available should qualifying projects occur.

The Finance Committee met multiple times to discuss this item.

A capital projects memo is attached with current and future projects in 2026-2027.

Analysis

There are several debt service issues to decide:

- **Sell all debt in late Q2-3, deciding on fund balance usage in the 2026 budget or later.**
- **Include the 2027 borrowing requirements in a 2026 issue?**
 - This raises the arbitrage risk, should the proceeds not be spent fast enough. **However, as the timing of the borrow has evolved, there doesn't seem to be a spend down issue.
 - There is also a risk that some projects don't happen, or require more/less financing
 - Borrowing costs are greater for bigger issues
- **Sell the City debt in 2026 and the Utility and TID debt in 2027**
 - There are other obligated Capital projects in 2027 that will require a future debt borrowing
 - Consideration of special assessment fund usage for portions of the project collection special assessments
 - Borrowing costs on annual issues becomes costly

Debt Policy considerations: The City has \$80.1 million of debt issuance capacity (under the Debt Policy) at December 31, 2025, with issuance needs of: (these are just some)

- Fire Apparatus – 2028 (\$3.5 million approved by Council)
- City projects in the 2026 capital improvement plan – to be determined internally by staff - \$20 million
- Possible infrastructure needs on Fire Station 1 and facilities needs study - \$4.5 million

- Water Main Ryan Rd / 92nd St - \$2.5 million
- 112th Oakwood to County Line - \$6.7 million
- TID 8 – utility and road infrastructure needs - \$8-10 million
- Total \$47.2 million.
- \$5.5 million in scheduled debt payments between Jan 1, 2026 and March 1, 2027 frees up additional debt capacity.

Ehlers has been engaged and put together a few different scenarios with the tax impact based on an \$8M, \$9, and \$10M borrow in 2026 with an interest rate of 4.3%. These scenarios cannot factually present a percentage of tax increase on the residents at this time. Variables are still unknown.

Fiscal Note

A budget amendment is elsewhere on this agenda to propose approximately \$8.1M of capital projects be appropriated accordingly.

Options

1. Borrow ~\$8M in G.O. Debt to accommodate the known needs of the city and as presented on page 1&2 of the memo.
2. Borrow ~\$9M in G.O. Debt to accommodate the known needs of the city and include other necessary projects from pages 3&4.
3. Borrow ~\$10M in G.O. Debt to accommodate the known needs of the city and include other necessary projects from pages 3&4.

****SIDE NOTE: As discussed in the finance committee meeting, I want to note that the comment made about a potential 4-4.5% tax increase was based on several factors that are still assumptions. This is an assumption based on the city maximizing the full debt service levy and borrowing \$10M in 2026 for capital projects.**

Recommendation

The Common Council authorizes the issuance of up to \$10 million in General Obligation debt to provide flexibility in funding the City's most critical capital projects while preserving the ability to evaluate and utilize other financing mechanisms, including utility revenue-supported borrowing, where appropriate. The authorization establishes a maximum borrowing capacity and does not obligate the City to issue the full \$10 million. The final borrowing amount will be determined based on project priorities, available alternative funding sources, updated cost estimates, and the City's overall financial position.

The Council must recognize that any additional debt issuance will have an impact on the City's property tax levy and, ultimately, the tax rate paid by residents. However, the city continues to face increasing infrastructure and capital replacement needs. Much of the City's infrastructure is aging, major equipment has reached or exceeded its useful life, and many capital improvement projects have been deferred for years due to limited financial capacity. Continuing to postpone these investments increases the risk of system failures, emergency repairs, higher long-term costs, and reduced service levels.

COUNCIL ACTION REQUESTED

Motion to Authorize Resolution 2026-____, a Resolution Authorizing the Issuance of up to \$10,000,000 in General Obligation Debt to Fund Critical Capital Improvement Projects.

Finance – DB/DOA-KH/Mayor Nelson

STATE OF WISCONSIN : CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 - _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$10,000,000 IN GENERAL
OBLIGATION DEBT TO FUND CRITICAL CAPITAL IMPROVEMENT PROJECTS

WHEREAS, the City of Franklin continues to experience increasing capital infrastructure and equipment replacement needs that are necessary to maintain reliable municipal services; and

WHEREAS, much of the City's infrastructure is aging, significant equipment has reached or exceeded its useful life, and numerous capital improvement projects have been deferred over several budget cycles due to limited financial resources; and

WHEREAS, delaying these critical investments increases the risk of infrastructure failures, emergency repairs, service interruptions, and higher long-term replacement costs; and

WHEREAS, the Common Council desires to provide funding flexibility for the City's highest-priority capital projects while preserving the opportunity to evaluate alternative financing options, including utility revenue-supported borrowing, where appropriate; and

WHEREAS, authorizing borrowing capacity does not obligate the City to issue the full authorized amount but establishes a maximum borrowing authority to allow the City to proceed with financing as project priorities, funding sources, and costs are finalized; and

WHEREAS, the Common Council recognizes that the issuance of General Obligation debt will increase the City's debt service obligations and may result in an increase to the property tax levy and tax rate; however, the Council finds that prudent investment in essential public infrastructure and equipment is necessary to protect public assets, maintain service levels, and avoid greater future costs.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed:

1. The Common Council authorizes the issuance of **up to Ten Million Dollars (\$10,000,000)** in General Obligation debt for the purpose of financing critical capital improvement projects, subject to final project costs, available funding sources, and all applicable statutory requirements.
2. This authorization establishes the maximum borrowing capacity and shall not be construed as authorization to issue the full \$10,000,000. The final amount of debt to be issued shall be determined based on the City's capital project priorities, available alternative funding sources, updated cost estimates, and financing recommendations.
3. City staff is directed to continue evaluating all available financing alternatives, including utility revenue-supported debt and other appropriate funding sources, to minimize the City's reliance on General Obligation borrowing whenever feasible.

Resolution introduced at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2026.

PASSED AND ADOPTED by 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 ____

Projects needed in 2026 & 2027 – Finance Committee approved**Capital Improvement Fund****Fire Department**

- Facilities Improvements - \$355,000
 - No other funding available
- Facilities Needs Assessment - \$50,000
 - No other funding available
- Station 1 Improvements - \$105,000 as of March 2026
 - Windows, cabinetry, drywall
 - Price increased to \$179,000
 - Further discussion needed

Police Department

- Parking Lot Replacement - \$500,000 (all to be complete in 2027)
 - No other funding available
- Emergency Medical Dispatch - \$100,000
 - This software system will allow our dispatchers to offer options for pre-arrival medical instructions while waiting for EMS to arrive. The City of Franklin is among the few agencies left in MKE County that do not offer full EMD services to its callers.

Engineering Department

- 51st St Reconstruction - \$2.8 million total design, construction, inspection, contingency
 - Special assessments? No
 - Graef to do design and inspection
- WisDOT – S. LL (USH 45) from W. St. Martins Rd. to W. Rawson Ave (CTHBB) - \$502,500
 - Park Impact Fees - \$311,550
 - Borrowing - \$190,950

DPW

- Equipment Replacement and Purchases - \$3,000,000 (or any amount suggested)
 - 2 plows are penciled in already
 - Absolute need now per Kevin
 - Roadside mower - ~\$355,000
 - Mini excavator - ~\$165,000
 - Brush chipper #06 - ~\$190,000
 - Brush chipper #05 - ~\$340,000
- Ken Windl Repairs & Maintenance - \$260,000 – Kevin to explain alternative

Water

- S. Chapel Hill Relay - \$700,000 – already approved

TID 8

Engineering Department

- Elm Road – Design Only - \$360,000 (already Council approved)
 - Could internally loan TID 8 the funding?
- 27th Street MIS Connection - \$500,000 – Council approved
 - Essential project to serve the SE corner of the city. The state is extending the MIS Sanitary Sewer in 2026-2027 and we would have the opportunity to connect at the South end. This would need to be done prior to the State reconstructing S. 27th Street.

TID 9

Engineering Department

- Sidewalk – S. 76th Street from N. Carma Labs driveway – Franklin Little League Fields driveway (Creekview Ct. to High St) - \$370,000 as of March 2026
- Could internally loan TID 9 the funding?
- Price increased to \$420,000 for sidewalk & \$80,000 for utilities

Total borrowing needed: \$8,150,000 (without TID 8 and 9)

Projects considered for discussion in 2026 & 2027

Capital Improvement Fund

Maintenance

- City Hall Upgrades (should we provide a flat amount for upgrades as set in previous years?)
 - Handrails
 - Décor
 - Sidewalk slabs (ADA compliance)
 - Roof repair (PD, Library, City Hall)
 - Retaining wall
 - Chiller/Compressor (PD)
 - Controller for Boiler #1 (PD)

DPW

- \$4,100,000 equipment requested in 2026 & 2027 – how to manage?
- Perimeter Security Fence – missing section - \$50,000
- Perimeter Security Camera System - \$60,000 (increased concerns/issues)
- Salt Conveyor - \$175,000
- Salt Dome #2 - \$525,000
- Roof Replacement - \$500,000
- Temp fix to salt barn? - \$200,000 with ~ 5 year life extension

Parks

- Play structure & park play equipment needs to be replaced - \$350,000 over 2 years
- Ken Windl Repairs & Maintenance - \$260,000 over 2 years
 - Biggest rental facility
 - Revenue generating (could increase fees for park rentals)

Fire Department

- How to financially manage the concerns at Station 1?
- Station #4 construction - \$4,000,000
- ADDED 5/28/26: Vehicle & base station radios (~16 radios) - \$200,000
 - Vehicle radios: At end of support by Motorola & no longer able to be upgraded for planned enhancements to the County radio system (next 2-3 years)
 - Station fixed radios: end of life
 - County updates – 2027 or 2028
- New ambulance – waiting on \$ from Chief

Police Department

- Replacement motorcycles - \$62,000
- Police-Radio System – Dispatch Consoles - \$780,000 in 2028
 - Motorola has advised that our current radio consoles will require replacement in the near future. Production of the existing consoles will cease in 2027, and they will reach “end-of-life” status in 2030. While “end-of-life” does not mean the consoles will immediately stop functioning, it does indicate that replacement parts will no longer be manufactured and technical support will no longer be provided by Motorola.
 - It is recommended that the MCC7500 consoles be replaced in the earliest available budget year, as costs associated with the AXS consoles are expected to increase as the discontinuation date approaches.
- Officer Portable & Squad Radio Replacements - \$850,000 (can be divided into three purchases in 2026, 2027, and 2028)
 - Motorola has advised that most of our current portable and squad radios require replacement. All but a small number of our radios are APX6000 “AN” model, which are

already at end-of-life and no longer supported. If these radios fail, they cannot be repaired and must be replaced.

- Additionally, 18 of our radios are APX6000 “BN” models. While these units are not yet at end-of-life, they may not be compatible with WISPN beginning in 2028, according to a radio technician from BAYCOM.
- Our plan is to transition to Motorola’s current APX8000 model for all portable and squad radios by 2028

Engineering Department/Utilities/DPW

- W. Forest Home Pedestrian Bridge Rehabilitation - \$125,000
 - Do we repair or replace? Cost difference?
 - This bridge was passed to the City from We Energies.
 - The bridge is not in good condition and is a hazard for safety.
 - There are necessary repairs to the bridge that need to be addressed as soon as possible, otherwise, it will become completely unsafe and need to close permanently.
- WisDOT S. 27th Street (STH 241) from W. Elm Road to W. Villa Drive
 - Engineering & Design of pathway - \$300,000
 - Engineering & Design of Utilities - \$600,000
 - What’s the appetite of utilities going in?
 - Surveys?
 - Special Assessments?
 - Further discussion needed in the near future on the utilities piece
 - Construction is slated for 2029-2030

Sewer

- St. Martin’s Lift Station Upgrade - \$960,000
 - Engineering & Utilities recommendation to design in 2026 and construct in Spring 2027
- 112th Street Lining Project - \$250,000
 - This project would stop the flow of ground water entering the sewer system at the St. Martins Lift Station. This would save energy and added wear on lift station pumps.
 - How much of a priority is this? For these larger sewer projects and increase sewer rates to recoup?

Water

- Abandon Well 10 & 10A - \$200,000
 - This project would relieve the utility of their obligation to this property that is in disrepair.
- Abandon Well 8 - \$200,000
 - This well is no longer in use and is a liability. The utility would no longer be paying We Energies for bills and maintenance on a facility that is no longer needed.
 - Could decommission the well and remove wall for ~\$80,000
- Main Ryan Rd./92nd Street - \$2,500,000 – only water utility
 - Surveys went out

TID 8

Engineering Department

Elm Road – Reconstruction - \$9.4 million

- Grant available totaling \$1.2M (only available if project is complete by 12/31/28)

Hickory Street Relief Sewer - \$2.2M

**Both projects are slated in the project plan for 2027 with an \$8.0M borrowing in 2027.

**Increment with current projects could barely cover the debt service but nothing further. It would be extremely tight given the current estimated Elm road construction costs.

**Design of Elm Road is being done in 2026 and can be held for years.

**Could move both projects to 2028 to coincide with a 2028 capital borrowing to save issuance costs

**Delayed development in TID 8 has hindered further infrastructure projects above these 2.

TID 9

Engineering Department/Utilities

- 76th Street Water/Sewer - \$1.5M estimate
 - Survey residents – results were all “No”
 - \$800,000 for water only
 - Sewer not a necessity
 - Want to construct in 2027 with the roadwork
 - Special assessments – need info
 - Can the TID support additional \$1.5M in debt with no future development assumptions at this time? Possibly. Carma exceeded their assessment assumption but has a \$1.5 MRO to be paid beginning in 2026.
 - Just because road is being repaved in 2027, doesn't mean utilities have to be put in, but would be preferred if favorable
 - Not part of the initial project plan – only sewer/water along Ryan Rd. Not 76th Street.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 21, 2026
REPORTS & RECOMMENDATIONS	A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing	ITEM NUMBER M.17.

Background

The Capital Improvement program for 2026 requested a \$29 million Debt issue to provide resources for necessary projects. The Common Council has moved forward on some projects, and some projects are already included in the 2026 Budget. The City has spoken about borrowing general obligation debt to fund several projects in 2026 and 2027.

Financing needs to fund at this time:

- Debt resources are required for the 2026 & 2027 Capital Improvement Program,

Analysis

See attached capital projects memo for details on all projects being recommended.

Total Debt Resources \$8-10 million

Prior to the Debt Sale, the plan would use available City cash reserves to finance activities. Because the City Financing will take advantage of tax-exempt provisions of the internal Revenue Code, the City must declare its intent to reimburse itself for projects costs incurred prior to the Debt sale and list the projects involved.

The debt components will require expenditures at different times, some before the debt proceeds will become available:

- City projects – some prior to debt sale

Once a resolution has been passed regarding the proceedings of the bond sale, Ehler's & Associates will be directed to move forward.

Recommendation

The Finance Committee examined the sizing of the issue at multiple meetings.

The Director of Finance & Treasurer recommends the Common Council adopts the proposed Resolution, declaring its intent to reimburse the city from proceeds for expenditures on the projects prior to the debt sale.

COUNCIL ACTION REQUESTED

Motion adopting Resolution 2026-____, A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM
PROCEEDS OF BORROWING

WHEREAS, the City of Franklin, Milwaukee County, Wisconsin (the “Issuer”) plans to undertake a Capital Improvement program for the city including projects related to the 2026 and 2027 budget year; and

WHEREAS, the City expects to finance the Projects on a long-term basis by issuing tax-exempt notes or other tax-exempt obligation (collectively, the “Notes”); and

WHEREAS, because the Notes will not be issued prior to commencement of the Projects, the Issuer must provide interim financing to cover costs of the Projects incurred prior to receipt of the proceeds of the Notes; and

WHEREAS, the Common Council of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on and on an interim basis to pay the costs of the Projects until the Notes are issued.

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

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Projects until proceeds of the Notes become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treasury Regulation Section 1.150-2 to reimburse said expenditures with proceeds of the Notes, the principal amount of which is not expected to exceed \$10,000,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Projects from sources other than the Notes are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer’s Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Notes are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

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

Passed 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 ____

Projects needed in 2026 & 2027 – Finance Committee approved

Capital Improvement Fund

Fire Department

- Facilities Improvements - \$355,000
 - No other funding available
- Facilities Needs Assessment - \$50,000
 - No other funding available
- Station 1 Improvements - \$105,000 as of March 2026
 - Windows, cabinetry, drywall
 - Price increased to \$179,000
 - Further discussion needed

Police Department

- Parking Lot Replacement - \$500,000 (all to be complete in 2027)
 - No other funding available
- Emergency Medical Dispatch - \$100,000
 - This software system will allow our dispatchers to offer options for pre-arrival medical instructions while waiting for EMS to arrive. The City of Franklin is among the few agencies left in MKE County that do not offer full EMD services to its callers.

Engineering Department

- 51st St Reconstruction - \$2.8 million total design, construction, inspection, contingency
 - Special assessments? No
 - Graef to do design and inspection
- WisDOT – S. LL (USH 45) from W. St. Martins Rd. to W. Rawson Ave (CTHBB) - \$502,500
 - Park Impact Fees - \$311,550
 - Borrowing - \$190,950

DPW

- Equipment Replacement and Purchases - \$3,000,000 (or any amount suggested)
 - 2 plows are penciled in already
 - Absolute need now per Kevin
 - Roadside mower - ~\$355,000
 - Mini excavator - ~\$165,000
 - Brush chipper #06 - ~\$190,000
 - Brush chipper #05 - ~\$340,000
- Ken Windl Repairs & Maintenance - \$260,000 – Kevin to explain alternative

Water

- S. Chapel Hill Relay - \$700,000 – already approved

TID 8

Engineering Department

- Elm Road – Design Only - \$360,000 (already Council approved)
 - Could internally loan TID 8 the funding?
- 27th Street MIS Connection - \$500,000 – Council approved
 - Essential project to serve the SE corner of the city. The state is extending the MIS Sanitary Sewer in 2026-2027 and we would have the opportunity to connect at the South end. This would need to be done prior to the State reconstructing S. 27th Street.

TID 9

Engineering Department

- Sidewalk – S. 76th Street from N. Carma Labs driveway – Franklin Little League Fields driveway (Creekview Ct. to High St) - \$370,000 as of March 2026
- Could internally loan TID 9 the funding?
- Price increased to \$420,000 for sidewalk & \$80,000 for utilities

Total borrowing needed: \$8,150,000 (without TID 8 and 9)

Projects considered for discussion in 2026 & 2027

Capital Improvement Fund

Maintenance

- City Hall Upgrades (should we provide a flat amount for upgrades as set in previous years?)
 - Handrails
 - Décor
 - Sidewalk slabs (ADA compliance)
 - Roof repair (PD, Library, City Hall)
 - Retaining wall
 - Chiller/Compressor (PD)
 - Controller for Boiler #1 (PD)

DPW

- \$4,100,000 equipment requested in 2026 & 2027 – how to manage?
- Perimeter Security Fence – missing section - \$50,000
- Perimeter Security Camera System - \$60,000 (increased concerns/issues)
- Salt Conveyor - \$175,000
- Salt Dome #2 - \$525,000
- Roof Replacement - \$500,000
- Temp fix to salt barn? - \$200,000 with ~ 5 year life extension

Parks

- Play structure & park play equipment needs to be replaced - \$350,000 over 2 years
- Ken Windl Repairs & Maintenance - \$260,000 over 2 years
 - Biggest rental facility
 - Revenue generating (could increase fees for park rentals)

Fire Department

- How to financially manage the concerns at Station 1?
- Station #4 construction - \$4,000,000
- ADDED 5/28/26: Vehicle & base station radios (~16 radios) - \$200,000
 - Vehicle radios: At end of support by Motorola & no longer able to be upgraded for planned enhancements to the County radio system (next 2-3 years)
 - Station fixed radios: end of life
 - County updates – 2027 or 2028
- New ambulance – waiting on \$ from Chief

Police Department

- Replacement motorcycles - \$62,000
- Police-Radio System – Dispatch Consoles - \$780,000 in 2028
 - Motorola has advised that our current radio consoles will require replacement in the near future. Production of the existing consoles will cease in 2027, and they will reach “end-of-life” status in 2030. While “end-of-life” does not mean the consoles will immediately stop functioning, it does indicate that replacement parts will no longer be manufactured and technical support will no longer be provided by Motorola.
 - It is recommended that the MCC7500 consoles be replaced in the earliest available budget year, as costs associated with the AXS consoles are expected to increase as the discontinuation date approaches.
- Officer Portable & Squad Radio Replacements - \$850,000 (can be divided into three purchases in 2026, 2027, and 2028)
 - Motorola has advised that most of our current portable and squad radios require replacement. All but a small number of our radios are APX6000 “AN” model, which are

already at end-of-life and no longer supported. If these radios fail, they cannot be repaired and must be replaced.

- Additionally, 18 of our radios are APX6000 “BN” models. While these units are not yet at end-of-life, they may not be compatible with WISPN beginning in 2028, according to a radio technician from BAYCOM.
- Our plan is to transition to Motorola’s current APX8000 model for all portable and squad radios by 2028

Engineering Department/Utilities/DPW

- W. Forest Home Pedestrian Bridge Rehabilitation - \$125,000
 - Do we repair or replace? Cost difference?
 - This bridge was passed to the City from We Energies.
 - The bridge is not in good condition and is a hazard for safety.
 - There are necessary repairs to the bridge that need to be addressed as soon as possible, otherwise, it will become completely unsafe and need to close permanently.
- WisDOT S. 27th Street (STH 241) from W. Elm Road to W. Villa Drive
 - Engineering & Design of pathway - \$300,000
 - Engineering & Design of Utilities - \$600,000
 - What’s the appetite of utilities going in?
 - Surveys?
 - Special Assessments?
 - Further discussion needed in the near future on the utilities piece
 - Construction is slated for 2029-2030

Sewer

- St. Martin’s Lift Station Upgrade - \$960,000
 - Engineering & Utilities recommendation to design in 2026 and construct in Spring 2027
- 112th Street Lining Project - \$250,000
 - This project would stop the flow of ground water entering the sewer system at the St. Martins Lift Station. This would save energy and added wear on lift station pumps.
 - How much of a priority is this? For these larger sewer projects and increase sewer rates to recoup?

Water

- Abandon Well 10 & 10A - \$200,000
 - This project would relieve the utility of their obligation to this property that is in disrepair.
- Abandon Well 8 - \$200,000
 - This well is no longer in use and is a liability. The utility would no longer be paying We Energies for bills and maintenance on a facility that is no longer needed.
 - Could decommission the well and remove wall for ~\$80,000
- Main Ryan Rd./92nd Street - \$2,500,000 – only water utility
 - Surveys went out

TID 8

Engineering Department

Elm Road – Reconstruction - \$9.4 million

- Grant available totaling \$1.2M (only available if project is complete by 12/31/28)

Hickory Street Relief Sewer - \$2.2M

**Both projects are slated in the project plan for 2027 with an \$8.0M borrowing in 2027.

**Increment with current projects could barely cover the debt service but nothing further. It would be extremely tight given the current estimated Elm road construction costs.

**Design of Elm Road is being done in 2026 and can be held for years.

**Could move both projects to 2028 to coincide with a 2028 capital borrowing to save issuance costs

**Delayed development in TID 8 has hindered further infrastructure projects above these 2.

TID 9

Engineering Department/Utilities

- 76th Street Water/Sewer - \$1.5M estimate
 - Survey residents – results were all “No”
 - \$800,000 for water only
 - Sewer not a necessity
 - Want to construct in 2027 with the roadwork
 - Special assessments – need info
 - Can the TID support additional \$1.5M in debt with no future development assumptions at this time? Possibly. Carma exceeded their assessment assumption but has a \$1.5 MRO to be paid beginning in 2026.
 - Just because road is being repaved in 2027, doesn't mean utilities have to be put in, but would be preferred if favorable
 - Not part of the initial project plan – only sewer/water along Ryan Rd. Not 76th Street.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/21/2026
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens Travel Program Semi-Annual Update for 2026	ITEM NUMBER 15.18.

Per a June 19, 2007 directive by the Common Council, an update of the Franklin Seniors Travel Program is to be prepared semi-annually, reporting to the Council in January and July of each year. Numerous notifications and reminders were sent to Mr. Basil Ryan, director of the Franklin Senior Travelers, but no semi-annual report has been submitted thus far for January-June 2026.

The Franklin Senior Travel Program is funded through the City's general "Recreation" operating fund 01-0521-5721, which for 2026 has a total budget amount of \$24,133.40, including \$22,000 as approved in the 2026 budget and \$2,133.40 of unused 2025 appropriations carried forward to 2026 as approved by the Common Council on 1/20/2026 by Budget Amendment Ordinance 2026-2719.

Per City records, three (3) trips have been taken from January through June 2026, where the bus transportation was paid by the City, expending \$7,722.39 against the \$24,133.40 Senior Travel Program Budget for 2026, leaving a remaining balance of \$16,411.01.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information.

EXPENDITURE REPORT FOR CITY OF FRANKLIN
Balances as of 06/30/2026
Fund 01 - GENERAL FUND

GL Number	Description	2026 Amended Budget	YEAR-TO-DATE THRU 06/30/26	Available Balance	% Used
Expenditures					
Department 0521: RECREATION					
01-0521-5721 SENIOR CITIZEN TRAVEL					
04/09/2026	AP FRANKLIN SENIOR TRAVELERS/SENIOR CITIZEN TRAVEL		2,400.00 Inv #: '165082' Vendor 'MISC'		
05/26/2026	AP FRANKLIN SENIOR TRAVELERS/SENIOR CITIZEN TRAVEL		2,896.79 Inv #: '73483/10781' Vendor 'MISC'		
06/19/2026	AP BADGER COACHES/SENIOR CITIZEN TRAVEL		2,425.60 Inv #: '62040' Vendor '089530'		
01-0521-5721	SENIOR CITIZEN TRAVEL	24,133.40	7,722.39	16,411.01	32.00
Total - Dept 0521		24,133.40	7,722.39	16,411.01	32.00
Total Expenditures		24,133.40	7,722.39	16,411.01	32.00

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/21/2026
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens, Inc. Program Semi-Annual Update for 2026	ITEM NUMBER J. 19.

At their February 17, 2015 meeting, the Common Council directed that the Franklin Senior Citizens, Inc. organization attend and give a status update on the organization semi-annually (January and July). This group disbanded January 2021 and then started back up again in June 2022.

Attached is correspondence from Mr. Noah Borkenhagen, President of the Franklin Senior Citizens, Inc. group, with a status update for the January through June 2026 activity.

The Franklin Senior Citizens, Inc. activities are funded through the City's general "Recreation" operating fund 01-0521-5723, which for 2026 has a total budget amount of \$12,000. The Franklin Senior Citizens, Inc. budget funds a portion of the cost of their monthly business meeting luncheons held at Root River Center in Franklin as well as entertainment and miscellaneous costs.

For the period January 1 through June 30, 2026, \$5,712 has been expended from the \$12,000 City budget for Senior Citizen Activities, leaving a remaining balance of \$6,288.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information.

Semi Annual Report Franklin Seniors Inc. 7/2/2026

I would again thank the Council for carrying over the budget leftovers from 2024 and 2025 to make this year a good start, earlier this year we matched the highest reservations for lunch ever at 125; July 1st we beat that at 130! (Even though we an 8% attrition in membership, participation is at an all-time high!)

We are currently on course to be slightly within the \$12,000 budget approved for this year, (at 48% for food alone) and we are trying to anticipate food and entertainment costs to increase next year by increasing the contribution per member from \$6.00 to \$7.00 starting September 2nd, and increasing the annual membership from \$15.00 per person to \$20.00.

We are also limiting the entertainment by providing just background music at 1/3 of the meetings, and limiting decorations and gifts.

I would like also to thank Mayor Nelson, Kelly Hersh, and Lisa Huening for their help and also in providing a signup sheet for the monthly Franklin Newsletter so that those still no longer can use computers access or no longer have or had; to what is happening in the community.

Thank you for your continued support of the seniors in the community!

Sincerely:

Noah Borkenhagen

President

Franklin Seniors Inc.

EXPENDITURE REPORT FOR CITY OF FRANKLIN
Balances as of 06/30/2026
Fund 01 - GENERAL FUND

GL Number	Description	2026 Amended Budget	YEAR-TO-DATE THRU 06/30/26	Available Balance	% Used
Expenditures					
Department 0521: RECREATION					
01-0521-5723 SENIOR CITIZEN ACTIVITIES					
01/08/2026	AP ROOT RIVER CENTER/SENIOR CITIZEN ACTIVITIES		920.00 Inv #: 'A257' Vendor '018051'		
02/04/2026	AP ROOT RIVER CENTER/SENIOR CITIZEN ACTIVITIES		920.00 Inv #: 'A261' Vendor '018051'		
03/04/2026	AP ROOT RIVER CENTER/SENIOR CITIZEN ACTIVITIES		936.00 Inv #: 'A272' Vendor '018051'		
04/02/2026	AP ROOT RIVER CENTER/SENIOR CITIZEN ACTIVITIES		984.00 Inv #: 'A274' Vendor '018051'		
05/14/2026	AP ROOT RIVER CENTER/SENIOR CITIZEN ACTIVITIES		992.00 Inv #: 'A6' Vendor '018051'		
06/08/2026	AP ROOT RIVER CENTER/SENIOR CITIZEN ACTIVITIES		960.00 Inv #: 'A10' Vendor '018051'		
01-0521-5723	SENIOR CITIZEN ACTIVITIES	12,000.00	5,712.00	6,288.00	47.60
Total - Dept 0521		12,000.00	5,712.00	6,288.00	47.60
Total Expenditures		12,000.00	5,712.00	6,288.00	47.60

Franklin Senior Citizens, Inc.

BIANNUAL REPORT June 2026

Report for the City of Franklin, Wisconsin

Submitted by Linda Mathwig, Franklin Senior Citizen, Inc. Treasurer

[illegible]

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE July 21, 2026
Reports & Recommendations	Pleasant View Reserve Claims by Veridian Homes. The Common Council may enter closed session pursuant to Wis.Stat. 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claims and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NO. 9.20, Ald Dist 3

COUNCIL ACTION REQUESTED

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

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

VH PVR, LLC
6801 S. Towne Drive
Madison, WI 53713,

Plaintiff,

vs.

Case No.:
Case Codes: 30303; 30704

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132,

Defendant.

COMPLAINT

NOW COMES Plaintiff VH PVR, LLC, by their attorneys, Axley LLP, by Christopher T. Nelson and Robert C. Procter, and for its Complaint against Defendant City of Franklin, states and alleges as follows:

PARTIES

1. Plaintiff VH PVR, LLC is a Wisconsin limited liability company with its principal office located at 6801 S. Towne Dr., Madison, Wisconsin 53713.

2. Defendant City of Franklin is a Wisconsin municipal corporation with its principal office located at 9229 W. Loomis Road, Franklin, Wisconsin 53132

JURISDICTION AND VENUE

3. This Court has personal jurisdiction over Defendant pursuant to Wis. Stat. § 801.05(1)(c) and (d).

4. Milwaukee County Circuit Court is the proper venue pursuant to Wis. Stat. § 801.50(2)(a), (b), and (c) because the claims at issue herein arose in Milwaukee County, the claims relate to real property located in Milwaukee County, and the Defendant is a municipal corporation located in Milwaukee County.

FACTUAL BACKGROUND

5. Plaintiff is a residential real estate developer, which has subdivided approximately 39.6 acres of property to develop and sell residences in the City of Franklin, Milwaukee County, Wisconsin.

6. The subdivision at issue in this Complaint is called Pleasant View Reserve.

7. Defendant approved the subdivision and development of Pleasant View Reserve in three phases: Phase 1, Phase 2A, and Phase 2B.

8. Plaintiff and Defendant entered into Subdivision Development Agreements for each phase of Pleasant View Reserve.

9. The Subdivision Development Agreement for Phase 1 is dated October 8, 2021.

10. The Subdivision Development Agreement for Phase 2A is dated November 17, 2022.

11. The Subdivision Development Agreement for Phase 2B is dated July 20, 2023.

12. Pursuant to each Subdivision Development Agreement for Pleasant View Reserve, Plaintiff is required to install certain public improvements, including water mains, sanitary sewer, storm sewer, roads, and curb and gutter.

13. Pursuant to each Subdivision Development Agreement for Pleasant View Reserve, Plaintiff is required to “prepare plans and specifications for the [Public] Improvements, under the

direction of the City Engineer, and to be approved by the City Engineer[,]" and thereafter "take bids, and award contracts...for and install all of the [Public I]mprovements."

14. For each Subdivision Development Agreement, the Public Improvements are to be constructed in accordance with the construction specifications articulated in Exhibit F thereto.

15. For each Subdivision Development Agreement, the concrete curb and gutter that Defendant requires Plaintiff to install must meet the specifications adopted by Defendant.

16. In accordance with the terms of each Subdivision Development Agreement, Plaintiff bid the concrete curb and gutter work required and awarded the bid to Stark Pavement Corp. ("Stark").

17. Stark has extensive experience installing concrete curb and gutters in new residential subdivisions, in accordance industry standards and applicable municipal specifications.

18. Stark installed concrete curb and gutter for Phase 1, Phase 2A, and Phase 2B of Pleasant View Reserve and such installation met industry standards and complied with Defendant's adopted specifications for concrete curb and gutter.

19. In accordance with the provisions of each Subdivision Development Agreement, Plaintiff paid Stark for installation of concrete curb and gutter for each phase of the Pleasant View Reserve.

20. On or about August 21, 2025, Defendant provided Plaintiff with a punch-list of outstanding items for all phases of the Pleasant View Reserve subdivision, which required Plaintiff to replace approximately forty (40) percent of the installed curbing, including the curbing at every curb cut throughout each phase of Pleasant View Reserve, regardless of whether the installed curbing or curb cuts are defective.

21. Defendant attempted to force Plaintiff to replace approximately forty (40) percent of the installed curbing throughout Pleasant View Reserve even though Defendant had previously inspected this curbing and did not find it defective at the time of its inspection.

22. Stark has also inspected the curbing that Defendant attempts to force Plaintiff to replace and has determined that the installed curbing is not defective and does not require replacement.

23. At its Common Council meeting on September 16, 2025, Defendant's Common Council authorized Defendant to hire a contractor to replace the curbing installed by Stark for a cost not to exceed \$500,000.

24. Defendant improperly declared the need to replace the curbing in Pleasant View Reserve constituted an "emergency" and therefore did not publicly bid the curbing replacement project as required by Wis. Stat. Sec. 62.15.

25. Based on information and belief, Defendant has entered into a contract with Payne & Dolan, Inc. ("Payne & Dolan"), to replace approximately forty (40) percent of the installed curbing in Pleasant View Reserve for \$480,000.00.

26. The cost of Defendant's no-bid contract with Payne & Dolan vastly exceeds the amount required to replace the curbing Defendant wrongly claims is defective. Indeed, \$480,000.00 represents fifteen (15) percent of the entire costs all public improvements (which includes water mains, sanitary sewer, stormwater, road installation, and curb and gutter) required for all phases of Pleasant View Reserve.

27. To cover the costs of the curbing replacement, Defendant now is attempting to draw on the subdivision bonds posted by Plaintiff for each phase of Pleasant View Reserve.

28. The Subdivision Development Agreements do not allow for Defendant to draw on the subdivision bonds to cover the cost of a replacement contractor to replace public improvements that Plaintiff caused to be installed.

29. Further, the Subdivision Development Agreements do not provide Defendant with authority to hire contractors to replace public improvements Plaintiff has caused to be installed.

30. The City originally sent notice to the residents that Payne & Dolan is scheduled to begin replacement approximately forty (40) percent of the curb and gutter in Pleasant View Reserve on Monday, October 20, 2025, but as of the date of this Complaint such work has not begun.

31. Defendant lacks any right in Wisconsin Statutes, its own Ordinances, or in any provision of the Subdivision Development Agreements to hire a contractor to replace public improvements installed by Defendant prior to its acceptance of the public improvements.

32. If Defendant proceeds with its project to replace approximately forty (40) percent of the curb and gutter Plaintiff caused to be installed, Defendant will breach Subdivision Development Agreements for Phase 1, 2A, and 2B.

33. Defendant lacks authority to cause Plaintiff to pay for the contractor it hired to replace curbing that Plaintiff caused to be installed and that was not defective.

CAUSES OF ACTION

Claim I – Anticipatory Breach of Contract

34. Plaintiff restates and incorporates by reference all preceding paragraphs of its Complaint as if fully set forth herein.

35. Plaintiff and Defendant entered into a Subdivision Development Agreement, dated October 8, 2021, for Phase 1 of Pleasant View Reserve (the “Phase 1 Agreement”).

36. Under the Phase 1 Agreement, Plaintiff was required to install certain public improvements to serve the subdivision, including concrete curb and gutter, in accordance with Defendant's adopted specifications.

37. Under the Phase 1 Agreement, Plaintiff is "fully responsive for all [Public] Improvements in the [s]ubdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City."

38. Defendant has yet not accepted the Public Improvements for Phase 1 of Pleasant View Reserve.

39. Defendant has hired a contractor to replace curb and gutter in Phase 1 of Pleasant View Reserve despite the curb and gutter remaining, by contract, the sole and full responsibility of Plaintiff.

40. Defendant has no authority under the Phase 1 Agreement to hire a contractor to replace the curb and gutter prior to acceptance of the curb and gutter.

41. If Defendant proceeds with the replacement work, Defendant will be in breach of the Phase 1 Agreement.

Claim II – Breach of Contract

42. Plaintiff restates and incorporates by reference all preceding paragraphs of its Complaint as if fully set forth herein.

43. As part of the Phase 1 Agreement, Plaintiff was required to pay all costs associated with the labor, equipment, material, engineering, surveying, inspection, and overhead costs necessary or incidental to completing the Public Improvements for Phase 1 of Pleasant View Reserve, which includes curb and gutter.

44. As part of the Phase 1 Agreement, Plaintiff was required to provide Defendant a subdivision bond to secure its payment for the labor, equipment, material, engineering, surveying, inspection, and overhead costs necessary or incidental to completing the Public Improvements for Phase 1 of Pleasant View Reserve, which includes curb and gutter.

45. Plaintiff has made all required payments to the contractors who installed Public Improvements in Phase 1 of Pleasant View Reserve, including Stark, who installed curb and gutter in Phase 1 of Pleasant View Reserve.

46. The Phase 1 Agreement does not permit Defendant to draw on the subdivision bond to hire a contractor to replace Public Improvements Plaintiff has caused to be installed in Phase 1 of Pleasant View Reserve.

47. Nevertheless, Defendant has attempted to draw on the subdivision bond to obtain funds to pay for the contractor it has hired to replace curb and gutter in Phase 1 of Pleasant View Reserve.

48. Defendant has hired a contractor to replace curb and gutter in Phase 1 of Pleasant View Reserve despite the curb and gutter Plaintiff caused to be installed meeting industry standards and Defendant's own adopted specifications.

49. Defendant has breached the Phase 1 Agreement by attempting to draw on the subdivision bond without the required conditions precedents permitting such a draw to have occurred.

Claim III – Anticipatory Breach of Contract

50. Plaintiff restates and incorporates by reference all preceding paragraphs of its Complaint as if fully set forth herein.

51. Plaintiff and Defendant entered into a Subdivision Development Agreement, dated November 17, 2022, for Phase 2A of Pleasant View Reserve (the “Phase 2A Agreement”).

52. Under the Phase 2A Agreement, Plaintiff was required to install certain public improvements to serve the subdivision, including concrete curb and gutter, in accordance with Defendant’s adopted specifications.

53. Under the Phase 2A Agreement, Plaintiff is “fully responsive for all [Public] Improvements in the [s]ubdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City.”

54. Defendant has yet not accepted the Public Improvements for Phase 2A of Pleasant View Reserve.

55. Defendant has hired a contractor to replace curb and gutter in Phase 2A of Pleasant View Reserve despite the curb and gutter remaining, by contract, the sole and full responsibility of Plaintiff.

56. Defendant has no authority under the Phase 2A Agreement to hire a contractor to replace the curb and gutter prior to acceptance of the curb and gutter.

57. If Defendant proceeds with the replacement work, Defendant will be in breach of the Phase 2A Agreement.

Claim IV – Breach of Contract

58. Plaintiff restates and incorporates by reference all preceding paragraphs of its Complaint as if fully set forth herein.

59. As part of the Phase 2A Agreement, Plaintiff was required to pay all costs associated with the labor, equipment, material, engineering, surveying, inspection, and overhead costs

necessary or incidental to completing the Public Improvements for Phase 2A of Pleasant View Reserve, which includes curb and gutter.

60. As part of the Phase 2A Agreement, Plaintiff was required to provide Defendant a subdivision bond to secure its payment for the labor, equipment, material, engineering, surveying, inspection, and overhead costs necessary or incidental to completing the Public Improvements for Phase 2A of Pleasant View Reserve, which includes curb and gutter.

61. Plaintiff has made all required payments to the contractors who installed Public Improvements in Phase 2A of Pleasant View Reserve, including Stark, who installed curb and gutter in Phase 2A of Pleasant View Reserve.

62. The Phase 2A Agreement does not permit Defendant to draw on the subdivision bond to hire a contractor to replace Public Improvements Plaintiff has caused to be installed in Phase 2A of Pleasant View Reserve.

63. Nevertheless, Defendant has attempted to draw on the subdivision bond to obtain funds to pay for the contractor it has hired to replace curb and gutter in Phase 2A of Pleasant View Reserve.

64. Defendant has hired a contractor to replace curb and gutter in Phase 2A of Pleasant View Reserve despite the curb and gutter Plaintiff caused to be installed meeting industry standards and Defendant's own adopted specifications.

65. Defendant has breached the Phase 2A Agreement by attempting to draw on the subdivision bond without the required conditions precedents permitting such a draw to have occurred.

Claim V – Anticipatory Breach of Contract

66. Plaintiff restates and incorporates by reference all preceding paragraphs of its Complaint as if fully set forth herein.

67. Plaintiff and Defendant entered into a Subdivision Development Agreement, dated July 20, 2023, for Phase 2B of Pleasant View Reserve (the “Phase 1 Agreement”).

68. Under the Phase 2B Agreement, Plaintiff was required to install certain public improvements to serve the subdivision, including concrete curb and gutter, in accordance with Defendant’s adopted specifications.

69. Under the Phase 2B Agreement, Plaintiff is “fully responsive for all [Public] Improvements in the [s]ubdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City.”

70. Defendant has yet not accepted the Public Improvements for Phase 2B of Pleasant View Reserve.

71. Defendant has hired a contractor to replace curb and gutter in Phase 2B of Pleasant View Reserve despite the curb and gutter remaining, by contract, the sole and full responsibility of Plaintiff.

72. Defendant has no authority under the Phase 2B Agreement to hire a contractor to replace the curb and gutter prior to acceptance of the curb and gutter.

73. If Defendant proceeds with the replacement work, Defendant will be in breach of the Phase 2B Agreement.

Claim VI – Breach of Contract

74. Plaintiff restates and incorporates by reference all preceding paragraphs of its Complaint as if fully set forth herein.

75. As part of the Phase 2B Agreement, Plaintiff was required to pay all costs associated with the labor, equipment, material, engineering, surveying, inspection, and overhead costs necessary or incidental to completing the Public Improvements for Phase 2B of Pleasant View Reserve, which includes curb and gutter.

76. As part of the Phase 2B Agreement, Plaintiff was required to provide Defendant a subdivision bond to secure its payment for the labor, equipment, material, engineering, surveying, inspection, and overhead costs necessary or incidental to completing the Public Improvements for Phase 2B of Pleasant View Reserve, which includes curb and gutter.

77. Plaintiff has made all required payments to the contractors who installed Public Improvements in Phase 2B of Pleasant View Reserve, including Stark, who installed curb and gutter in Phase 2B of Pleasant View Reserve.

78. The Phase 2B Agreement does not permit Defendant to draw on the subdivision bond to hire a contractor to replace Public Improvements Plaintiff has caused to be installed in Phase 2B of Pleasant View Reserve.

79. Nevertheless, Defendant has attempted to draw on the subdivision bond to obtain funds to pay for the contractor it has hired to replace curb and gutter in Phase 2B of Pleasant View Reserve.

80. Defendant has hired a contractor to replace curb and gutter in Phase 2B of Pleasant View Reserve despite the curb and gutter Plaintiff caused to be installed meeting industry standards and Defendant's own adopted specifications.

81. Defendant has breached the Phase 2B Agreement by attempting to draw on the subdivision bond without the required conditions precedents permitting such a draw to have occurred.

Claim VII – Declaratory Judgment

82. Plaintiff restates and incorporates by reference all preceding paragraphs of its Complaint as if fully set forth herein.

83. Wisconsin Statutes Section 62.15(1) requires that all public contracts which are estimated to exceed a cost of \$25,000.00 be publicly bid and awarded to the lowest responsible bidder.

84. Wisconsin Statutes Section 62.15(1b) provides a narrow exception to the public bidding requirements, which states that public bidding of construction projects exceeding \$25,000.00 is not required in an emergency that endangers public health or welfare of the city.

85. Defendant has declared that the presence of claimed defective curb and gutter in Pleasant View Reserve constitutes an emergency affecting public safety and the welfare of the City, allowing Defendant to hire a contractor to replace the allegedly defective curb and gutter without public bidding.

86. Based on information and belief, Defendant has entered a no-bid contract with Payne & Dolan for \$480,000.00 to replace the allegedly defective curb and gutter in Pleasant View Reserve.

87. Defendant will attempt to charge the costs of its no-bid contract with Payne & Dolan to Plaintiff or attempt to collect the costs from the subdivision bonds Plaintiff provided for Phases 1, 2A and 2B of Pleasant View Reserve.

88. Defendant's no-bid contract with Payne & Dolan vastly exceeds the amount required to replace the curbing and curb cuts.

89. Plaintiff will be harmed if Defendant is permitted to replace allegedly defective curb and gutter on a no-bid contract, the costs of which amount of fifteen (15) percent of the total costs incurred by Plaintiff to install all of the public improvements for Pleasant View Reserve.

90. Defendant's no-bid contract with Payne & Dolan violates Wisconsin Statutes Section 62.15 because no emergency exists that permits Defendant to proceed without publicly bidding the contract.

WHEREFORE, Plaintiffs respectfully request that the Court:

A. Permanently enjoin Defendant from engaging a contractor to replace public improvements installed by Plaintiff prior to Defendant's acceptance of said improvements;

B. Permanently enjoin Defendant from drawing on any subdivision bond issued for Pleasant View Reserve;

C. Permanently enjoin Defendant from engaging in further breaches of the Subdivision Development Agreements for Pleasant View Reserve;

D. Awarding Plaintiff damages incurred because of Defendant's breach of contract, to be determined at trial;

E. Awarding Plaintiff its costs, disbursements, and attorney's fees as allowed by law; and,

F. Granting such further relief as the Court deems just and equitable.

Dated this January ____, 2026

AXLEY LLP

Electronically signed by Christopher T. Nelson

Robert C. Procter, SBN 1034777

Christopher T. Nelson, SBN 1113547

Axley LLP

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/21/2026
REPORTS & RECOMMENDATIONS	AUTHORIZATION TO SOLICIT AND RECEIVE BIDS FOR THE PLEASANT VIEW RESERVE REPAIRS PROJECT	ITEM NUMBER M.21. District #3

BACKGROUND

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$50,000.

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

The roadways currently have binder asphalt on them. This is the base layer of asphalt which is followed by a surface course of asphalt. The binder course is not meant to withstand and be exposed for multiple years. It will deteriorate and weaken the structure, which is what we are seeing on these roadways. It cannot last another winter and needs to be surfaced this fall.

The Engineering Department has a letter of credit with the developer for all three phases. With the assistance of the City Attorney, the bond companies were contacted last fall in anticipation that we could draw from the letter of credit to get the repairs completed. Unfortunately, the bond company denied the City of this request believing there must be an emergency for the City to declare a default and draw on the bond. It is not believed such position is in line with the issues and terms of the agreement with the developer.

The homeowners have complained about the roadways. The City staff likewise believe the roadways are not acceptable and dispute the contentions of the developer and bond company.

We are now at the point where we need to get the work done for the sake of our infrastructure and the homeowners.

We are requesting authorization to solicit and receive bids for all three phases to complete the repairs that need to be made by the fall.

ANALYSIS

The engineering estimate for the repairs is approximately \$750,000.

OPTIONS

- A. Direct Staff to proceed to advertise and bid the Pleasant View Reserve Repairs Project. Note that the bids will return to Common Council for awarding contracts. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

There is currently no appropriation in the 2026 Budget for the Pleasant View Reserve Repairs Project. As a result, Common Council approval of a budget amendment will need to be made.

STAFF RECOMMENDATION

Authorize Staff to proceed to advertise and bid the Pleasant View Reserve Repairs Project.

DPW – KS; Engineering – MNP; DOA – KH; Finance – DB

APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 07/21/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of July 21st, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of July 21st, 2026.



414-425-7500

License Committee Agenda
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
July 21, 2026 – 6:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2026-2027 New	Chelsea Gagliano Swiss Street Pub & Grille			
Operator 2026-2027 New	Michele Gilbert Iron Mike's			
Operator 2026-2027 New	Andrew Hushek VFW Post 10394			
Operator 2026-2027 New	Jena Obarski Walgreens #05459			
Operator 2026-2027 New	Richard Rehberg The Landmark			
Operator 2026-2027 New	Dominique Tarpley Romey's Place			
Operator 2026-2027 New	Jeffrey Terp Franklin Lions Club			
Operator 2026-2027 New	Vernon Wienke On The Border			
3.	Adjournment	Time:		

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/21/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated July 3, 2026 through July 16, 2026 Nos. 207627 through Nos. 207806 in the amount of \$ 2,105,853.96. Also included in this listing are EFT Nos. 6565 through EFT Nos. 6580, Library vouchers totaling \$ 1,067.13 and Water Utility vouchers totaling \$ 42,525.30.

Early release disbursements dated July 3, 2026 through July 15, 2026 in the amount of \$ 1,479,906.33 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of a property tax disbursement, EFT No. 598 dated July 13, 2026 in the amount of \$ 64.84. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated July 10, 2026 is \$ 472,045.17, previously estimated at \$ 479,000. Payroll deductions dated July 10, 2026 are \$ 272,001.14, previously estimated at \$ 284,000.

The estimated payroll for July 24, 2026 is \$ 501,000 with estimated deductions and matching payments of \$ 588,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of July 16, 2026 in the amount of \$ 2,105,853.96
- Payroll dated July 10, 2026 in the amount of \$ 472,045.17 and payments of the various payroll deductions in the amount of \$ 272,001.14 plus City matching payments and
- Estimated payroll dated July 24, 2026 in the amount of \$ 501,000 and payments of the various payroll deductions in the amount of \$ 588,000, plus City matching payments.

ROLL CALL VOTE NEEDED