

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

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

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of February 18, 2026.
- D. Hearings.
- E. Organizational Mayoral Commission Appointment: Rhandi Rios, 4313 W. Hunters Ct., Ald. Dist. 4-Civic Celebrations, 1 year unexpired term expiring 06/30/26.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Resolution to Authorize Acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from Franklin Area School District – Franklin High School (8222 S. 51st St., TKN 807-9999-001).
 - 2. A Resolution to Amend Resolution No. 2021-7722 Imposing Conditions and Restrictions for the Approval of a Special Use for Overnight Parking for Vehicles Exceeding 8,000 Pounds Manufactured Gross Vehicle Weight, to Allow for Warehouse, Distribution and Storage Uses, Upon Property Located at 3617 W. Oakwood Road (Joe Wisniewski, Kronos, Inc., Applicant, Franklin Industrial I, LLC, Property Owner).
 - 3. A Resolution to Accept a Modification of Access and Release of a Setback Upon Property Located on a Part of 2710 W. Drexel Ave., 1 and 2 Northwestern Mutual Way (TKN 786-9980-003) (Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners).
 - 4. A Resolution Conditionally Approving a Revised Two-Lot Certified Survey Map, Being a Part of a Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, In Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, (Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners).

Common Council Meeting Agenda

March 3, 2026

Page 2

5. A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for an Attached Accessory Dwelling Unit Upon Property Located at 8866 W. Puetz Road (TKN 839-9997-009).
6. Extraordinary Entertainment and Special Event application for Country Rising Concert and Tacos and Tequila.
7. Fire Chief to Provide an Update on Fire Department Facilities and Mold Remediation Project at Fire Station No. 1.
8. Request Council Approval to Accept a \$700.00 Public Donation from the Residents of the Sacred Heart at Monastery Lake Senior Complex and to Spend the Donation Towards Firefighter Health and Wellness.
9. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the Health Grant Fund to Provide Resources and Appropriations for the Approved 2026-2027 Public Health Infrastructure Grant.
10. An Ordinance Amendment to Update Chapter 169, License and Permits Associated with the Health Department.
11. Franklin Health Department Annual Report 2025.
12. A Resolution to Execute the 2026-2029 Service Agreement with Crisis24, Inc. for the City of Franklin Emergency Notification System.
13. Potential Commercial/Industrial/Manufacturing Development(s) and Proposal(s) and Potential Development(s) Agreement(s) in Relation Thereto for, Including, but Not Limited to the Properties at the Southwest Corner of South Oakwood Park Drive and West Ryan Road. The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(E), for Market Competition and Bargaining Reasons, to Deliberate and Consider Terms Relating to Potential Commercial/Industrial/Manufacturing Development(s) and Proposal(s) and the Investing of Public Funds and Governmental Actions In Relation Thereto and to Affect Such Development(s), Including the Terms and Provisions of Potential Development Agreement(s) for, Including, but not Limited to the Properties at the Southwest Corner of South Oakwood Park Drive and West Ryan Road, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.

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

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

Common Council Meeting Agenda

March 3, 2026

Page 3

*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:

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

BLANK PAGE

Martins Road to the north and West Saint Martins Road to the south.
Public hearing was closed at 7:20 p.m.

- RES. NO. 2026-8430
WATER TRANSMISSION
MAIN – CONTRACT C
- G.2. Alderman Hasan moved to adopt Resolution No. 2026-8430, A FINAL RESOLUTION DIRECTING INSTALLATION OF, PAYMENT AND LEVY OF SPECIAL ASSESSMENT FOR INSTALLATION OF A WATER TRANSMISSION MAIN ON SOUTH LOVERS LANE ROAD FROM WEST SAINT MARTINS ROAD TO 1,900 FEET NORTH OF WEST SAINT MARTINS ROAD (CONTRACT C), and to authorize deferments only in compliance with §207-15 K.(2)(i) upon approved application. Seconded by Alderman Craig. On roll call, Alderman Craig, Alderman Salous, Alderwoman Day, Alderman Hasan and Alderman Peccarelli voted Aye; Alderwoman Eichmann abstained. Motion carried.
- MAYORAL
APPOINTMENTS
- E. Alderwoman Eichmann moved to confirm the following Mayoral appointments:
1. Dan Romanski, 9044 W. Elm Ct., Unit C, Ald. Dist. 1 – Technology Commission, 3 year unexpired term expiring 04/30/2026.
 2. Dan Romanski, 9044 W. Elm Ct., Unit C, Ald. Dist. 1 – Technology Commission 3 year term expiring 04/30/29.
 3. David Bartels, 8489 S. Golden Lake Ct., Ald. Dist. 2 – Fair Commission, 3 year unexpired term expiring 04/30/26.
 4. David Bartels, 8489 S. Golden Lake Ct., Ald. Dist. 2 – Fair Commission, 3 year term expiring 04/30/29.
- Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- 2026 LOCAL STREET
IMPROVEMENT
PROGRAM BID
- G.3. Alderman Craig moved to authorize staff to proceed to advertise and bid the 2026 Local Street Improvement Program. Seconded by Alderman Salous. All voted Aye; motion carried.
- W DREXEL AVE ROAD
RECONSTRUCTION
PROJECT
- G.4. Alderman Peccarelli moved to authorize staff to proceed to advertise and bid the West Drexel Avenue (S. Bridge View Dr. to S. Northwestern Mutual Way) Reconstruction Project. Seconded by Alderman Salous. All voted Aye; motion carried.
- CONSENT AGENDA
- G.5. Alderwoman Eichmann moved to approve the following consent agenda items:
- DECOMMISSIONED
FITNESS EQUIPMENT
- G.5.(a) Approve Fire Department request to dispose of decommissioned fitness equipment utilizing the Wisconsin Surplus online auction; and

- RES. NO. 2026-8431
2026 MEANINGFUL
MARKS LLC CONTRACT
- G.5.(b) Adopt Resolution No. 2026-8431, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO SIGN THE 2026 MEANINGFUL MARKS, LLC, CONTRACT ON BEHALF OF VOLITION FRANKLIN. Approval of the above consent agenda items was seconded by Alderman Hasan. All voted Aye; motion carried.
- ORD. NO. 2026-2722
AMEND ORDINANCE
2025-2712 FOR
PLANNING
DEPARTMENT
SUBSCRIPTIONS
- G.6. Alderman Hasan moved to adopt Ordinance No. 2026-2722, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AND ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO CARRYFORWARD \$2,084 OF UNUSED 2025 APPROPRIATIONS FOR THE PLANNING DEPARTMENT SUBSCRIPTIONS ACCOUNT. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- SCHOOL RESOURCE
OFFICER PROGRAM
REPORT
- G.7. Alderman Hasan moved to accept the informational report regarding the School Resource Officer Program, including the successful implementation of a second School Resource Officer, and place the report on file. Seconded by Alderman Craig. All voted Aye; motion carried.
- ORD. NO. 2026-2721
AMEND CHAPTER 245 –
STREET PARKING IN
SNOW EMERGENCIES
- G.8. Alderwoman Eichmann moved to adopt Ordinance No. 2026-2721, AN ORDINANCE TO AMEND CHAPTER 245, VEHICLES AND TRAFFIC, § 245-5(I), REPEALING SUBSECTION (I)(1) AND AMENDING SUBSECTION (I)(3), RELATING TO PARKING DURING DECLARED SNOW EMERGENCIES, subject to technical corrections presented. Seconded by Alderman Craig. All voted Aye, motion carried.
- MISCELLANEOUS
LICENSES
- H. Alderwoman Day moved to approve the following licenses of the License Committee Meeting of February 18, 2026. Seconded by Alderman Craig. All voted Aye; motion carried.
- Grant New 2025-26 Operator License to Eliza Lara with a letter;
Grant New 2025-26 Operator License Joy Aune, Martha Bowman,
& Jacqueline Randa;
- Alderwoman Eichmann moved to approve ROC Ventures fireworks/drone show post Milkmen Games. Person in Charge : Christ Conley, Location: 7035 S. Ballpark Dr., Franklin Field. Dates of 2026 Event: 5/15, 6/5, 6/26, 7/3, 7/4, 7/10, 7/24, 8/14, 8/21 and 9/4. The shows are approximately 7-10 minutes long and start approximately 15 minutes after the baseball game ends, with the last start time at 10:20 p.m. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

Alderwoman Eichmann moved to approve ROC Ventures Umbrella Bar 2026 Summer Concert Series Outdoor Music Event. Person in Charge: Carinn Hoffman. Location: 7005 S. Ballpark Dr., Umbrella Bar. Dates of 2026 Event: 6/6, 6/13, 6/20, 6/27, 7/3, 7/4, 7/11, 7/18, 7/25, 8/1, 8/8, 8/15, 8/22, 8/29, 9/5, 9/12 and 9/19. A hard stop time of 10:35 p.m., 65 decibels at all monitors using their system when applicable with a 15 minute correction timeframe if the Police are contacted via phone complaint to the Police Department in real time. Seconded by Alderwoman Day. On roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Craig voted Aye; Alderman Salous abstained. Motion carried.

Alderwoman Eichmann moved to approve ROC Ventures Country Rising Concert and Tacos & Tequila Concert Festivals 2026. Person in Charge: ROC Ventures (Michael Zimmerman & Carinn Hoffmann) and Social House Entertainment. Location: 7035 S. Ballpark Dr. Franklin Field. Dates of 2026 Event: Friday and Saturday, 5/29 and 5/30. Motion failed due to lack of a second.

Alderwoman Eichmann moved to table the ROC Ventures Country Rising Concert and Tacos & Tequila Concert Festivals 2026 to the meeting of March 3, 2026. Seconded by Alderman Peccarelli. On roll call, all voted Aye. Motion carried.

Alderwoman Eichmann moved to approve the Hill Has Eyes Haunted Attraction 2026: Fridays and Saturdays, 9/25 through 10/31; Sundays for family orientated events, 9/27 through 11/1. The requirements are the same as 2025, box office closes at 11 p.m., DJ and music will stop at midnight; however, people will be able to finish the attraction if it is after that time. Decibel limits are the same as last year, they are varied at each monitor (60 decibels at West Monitor, 60 decibels at East Monitor and 69 decibels at North Monitor). Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Craig moved to approve City vouchers with an ending date of February 12, 2026 in the amount of \$1,813,864.33, and payroll dated February 6, 2026 in the amount of \$507,893.97 and payments of the various payroll deductions in the amount of \$285,920.11 plus City matching payments, and estimated payroll dated February 20, 2026 in the amount of \$501,000 and payments of the various payroll deductions in the amount of \$565,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 8:28 p.m.
Mayor Nelson reconvened at 8:37 p.m.

CLOSED SESSION
*FRANKLIN PUBLIC
SCHOOLS, ET AL. V. CITY
OF FRANKLIN COMMON
COUNCIL, ET AL.*

- G.9. Alderman Hasan moved to enter closed session at 8:28 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 litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, Alderman Salous, Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli voted Aye; Alderman Craig and Alderwoman Day voted No, motion carried.

Upon reentering at 9:04 p.m., Alderwoman Day moved to proceed as discussed in closed session. Seconded by Alderman Craig. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 9:05 p.m. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

BLANK PAGE

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 3-3-26
ORGANIZATIONAL BUSINESS	Mayoral Board and Commission Appointment	ITEM NUMBER E.

Rhandi Rios, 4313 W. Hunters Ct., Ald. Dist. 4-Civic Celebrations, 1 year unexpired term expiring 06/30/26.

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral Appointment: Rhandi Rios, 4313 W. Hunters Ct., Ald. Dist. 4-Civic Celebrations, 1 year unexpired term expiring 06/30/26.

ROLL CALL VOTE

CLERKDEPT

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Friday, February 20, 2026 3:47 PM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: Rhandi Rios
PhoneNumber:
EmailAddress: knowledge783@yahoo.com
YearsasResident: 5
Alderman:
ArchitecturalBoard:
CivicCelebrations: on
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission: on
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission: on
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners:
CompanyNameJob1: Northwestern Mutual
CompanyAddressJob1: 720 E Wisconsin Ave
TelephoneJob1:
StartDateandPositionJob1: 8/2019
EndDateandPositionJob1: current
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

Rhandi Rios

Date:

02/20/2026

Signature2:

Rhandi Rios

Date2:

02/20/2026

Address:

4313 W Hunters Ct

PriorityListing:

Civic Celebrations Tourism Parks

WhyInterested:

Interested in becoming more involved with the City of Franklin. I am also interested in learning more about the process of planning events.

DescriptionofDutiesJob1:

Operations Manager

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

I have over ten years of experience in people leadership and operations at NM.

[See Current Results](#)

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/3/2026
Reports & Recommendations	RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER ACCESS EASEMENT FROM FRANKLIN AREA SCHOOL DISTRICT – FRANKLIN HIGH SCHOOL (8222 S. 51ST ST., TKN 807 9999 001)	ITEM NO. ALD DIST. 5 D.I.

BACKGROUND

The City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments or redevelopments in this instance, which meet thresholds as defined in each entity’s rules and regulations. These facilities as designed may be for water quantity and/or quality control. In the City of Franklin developers/residents typically use wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As an MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the Municipal Code is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association, to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The enclosed agreements include the property of Franklin High School at S 51st St.

ANALYSIS

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

OPTIONS

Approve or Deny the Storm Water Facilities Maintenance Agreement and Storm Water Access Easement.

FISCAL IMPACT

All costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement.

RECOMMENDATION

Motion to Adopt Resolution 2026-_____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from Franklin Area School District – Franklin High School (8222 S 51st St. TKN 807 9999 001).

Engineering Department: KAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2026 -

RESOLUTION TO AUTHORIZE ACCEPTANCE OF
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND STORM WATER
ACCESS EASEMENT FROM
FRANKLIN AREA SCHOOL DISTRICT – FRANKLIN HIGH SCHOOL
(8222 S 51ST ST., TKN 807 9999 001)

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

WHEREAS, a Maintenance Agreement and Access Easement are required to be developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, all costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement; and

WHEREAS, property owner has executed and submitted to the City of Franklin Storm Water Facilities Maintenance Agreement and Storm Water Access Easement

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities Maintenance Agreement and Storm Water Access Easement, and, therefore, the Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Storm Water Facilities Maintenance Agreement and Storm Water Access Easement with the Register of Deeds for Milwaukee County.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2026.

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Document Number

**Storm Water Facilities
Maintenance Agreement**

Name and Return Address:

City of Franklin
Attn: Kyle Baker
9229 W Loomis Rd
Franklin, WI 53132

PIN: 8079999001

**STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

Franklin High School Building Addition and Site Improvements
8222 S 51st St, Franklin, WI 53132
Tax Key Number: 8079999001

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the FRANKLIN PUBLIC SCHOOL DISTRICT, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

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

The West 1/2 of the Northeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXCEPTING THEREFROM that portion of Land conveyed in instrument recorded on June 06, 1967 in Reel 362, Images 1062-1065 as Document No. 4321782; August 12, 1983, in Reel 1556, Image 914 as Document No. 5642797; August 07, 1986, in Reel 1932, Images 950-951 as Document No. 5947553; and December 01, 2009 as Document No. 09819502.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as Franklin High School Building Addition and Site Improvements hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "C"; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated 12/23/2025 and erosion control plan dated 12/23/25 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.

2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is

under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

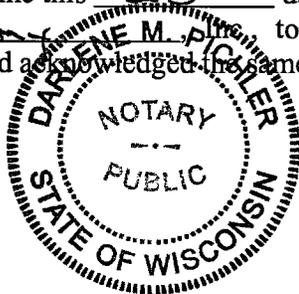
IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF: Andy Chroy, Owner

By: Andy Chroy
Name: Andy Chroy

STATE OF WISCONSIN)ss.
Milwaukee COUNTY)

Personally came before me this 25th day of February, 2026, the above named Andrew Chroy to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Darlene M. Pichler
Notary Public, Milwaukee County, WI
(Darlene M. Pichler)
My commission expires: 7-14-27

CITY OF FRANKLIN

By: _____ (Seal)
Name: John R. Nelson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Shirley J. Roberts
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

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

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

This instrument was drafted by the City Engineer for the City of Franklin.
Form approved: _____
Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT
STORMWATER MANAGEMENT PONDS
City of Franklin**

Name of Development _____

Responsible Party Name _____ Address _____

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

Inspector Name _____ Address _____

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

Basin Location General Address _____ Section No. _____

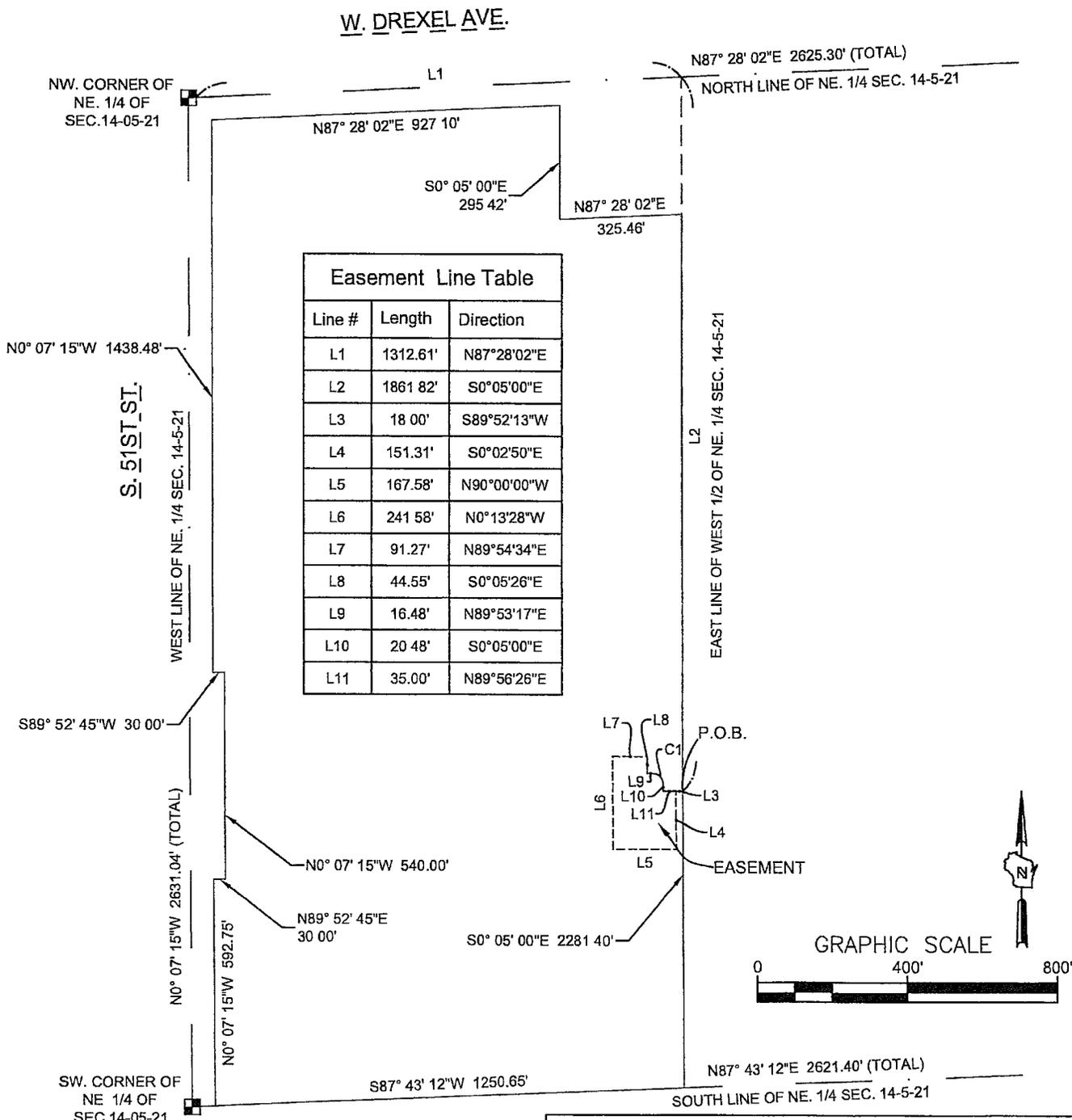
Normal Pool Yes No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10. Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "B" - STORMWATER FACILITIES MAINTENANCE EASEMENT

Being a part of the West 1/2 of the Northeast 1/4 of Section 14, Town 5 North, Range 21 East in the
City of Franklin, Milwaukee County, Wisconsin

EASEMENT DEPICTION



Easement Line Table		
Line #	Length	Direction
L1	1312.61'	N87°28'02"E
L2	1861.82'	S0°05'00"E
L3	18.00'	S89°52'13"W
L4	151.31'	S0°02'50"E
L5	167.58'	N90°00'00"W
L6	241.58'	N0°13'28"W
L7	91.27'	N89°54'34"E
L8	44.55'	S0°05'26"E
L9	16.48'	N89°53'17"E
L10	20.48'	S0°05'00"E
L11	35.00'	N89°56'26"E

Easement Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	40.07'	25.50'	90°01'43"	S45°05'51"E	36.07'

Prepared For:
Franklin High School
8222 S. 51st Street
Franklin, WI 53132



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

EXHIBIT "C" - STORMWATER FACILITIES MAINTENANCE EASEMENT

Being a part of the West 1/2 of the Northeast 1/4 of Section 14, Town 5 North, Range 21 East in the
City of Franklin, Milwaukee County, Wisconsin

EASEMENT LEGAL DESCRIPTION

One (1) variable width easement for stormwater maintenance access located on the Franklin High School campus, being in the West 1/2 of the Northeast 1/4 of Section 14, Town 5 North, Range 21 East, more particularly described as:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 14; thence N87° 28' 02"E along the North line of said Northeast 1/4, 1312.61 feet to the Northeast corner of the West 1/2 of said Northeast 1/4 Section; thence S0° 05' 00"E along the East line of said West 1/2 of said Northeast 1/4 Section, 1861.82 feet; thence S89°52'13"W, 18.00 feet; feet to the point of beginning; thence S0°02'50"E, 151.31 feet; thence N90°00'00"W, 167.58 feet; thence N0°13'28"W, 241.58 feet; thence N89°54'34"E, 91.27 feet; thence S0°05'26"E, 44.55 feet; thence N89°53'17"E, 16.48 feet to a point of curvature; thence southeasterly along a curve to the right (having a radius of 25.50 feet and a long chord that bears S45°05'51"E, 36.07 feet) 40.07 feet to a point of tangency; thence S0°05'00"E, 20.48 feet; thence N89°56'26"E, 35.00 feet to the point of beginning.

Said Easement containing 35,416 square feet/0.8130 acres of land more or less.

Prepared For:

Franklin High School
8222 S. 51st Street
Franklin, WI 53132



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

Document Number

**Storm Water Management
Access Easement**

Name and Return Address:

City of Franklin
Attn: Kyle Baker
9229 W Loomis Rd
Franklin, WI 53132

PIN: 8079999001

STORM WATER MANAGEMENT ACCESS EASEMENT

Franklin High School Building Addition and Site Improvements
8222 S 51st St, Franklin, WI 53132
Tax Key Number: 8079999001

THIS EASEMENT is made this _____ day of _____, 202__ by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and the FRANKLIN PUBLIC SCHOOL DISTRICT, a common school district governed by Wisconsin Law, owner, (including successors and assign's of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast Quarter of Section Fourteen (14), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the District, at the sole cost and expense of the District. The City, at its sole discretion, may assume the rights of the District to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the District, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the District to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the District at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

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

ON THIS DATE OF: February 25, 2026

FRANKLIN PUBLIC SCHOOL DISTRICT

By: Andy Chrony (Seal)

Name & Title: Andy Chrony, Asst Supt

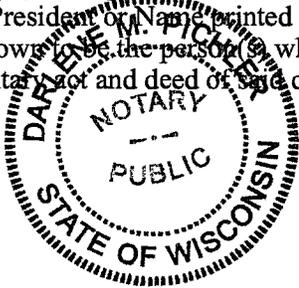
STATE OF Wisconsin

SS
COUNTY OF Milwaukee

Before me personally appeared on the 25th day of February, A.D. 2026.

Andrew Chrony President or Name printed
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as
the voluntary act and deed of said corporation.

Secretary or Name printed
Darlene M. Pichler



Notary Public
(Darlene M. Pichler)
My commission expires 7-14-27

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

SS
COUNTY OF MILWAUKEE)

On this _____ day of _____ A.D. 20 _____ before me personally appeared John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 20 _____.

Notary Public, Milwaukee County, Wisconsin
()
My commission expires _____

Exhibit A

(Legal Description of the Property)

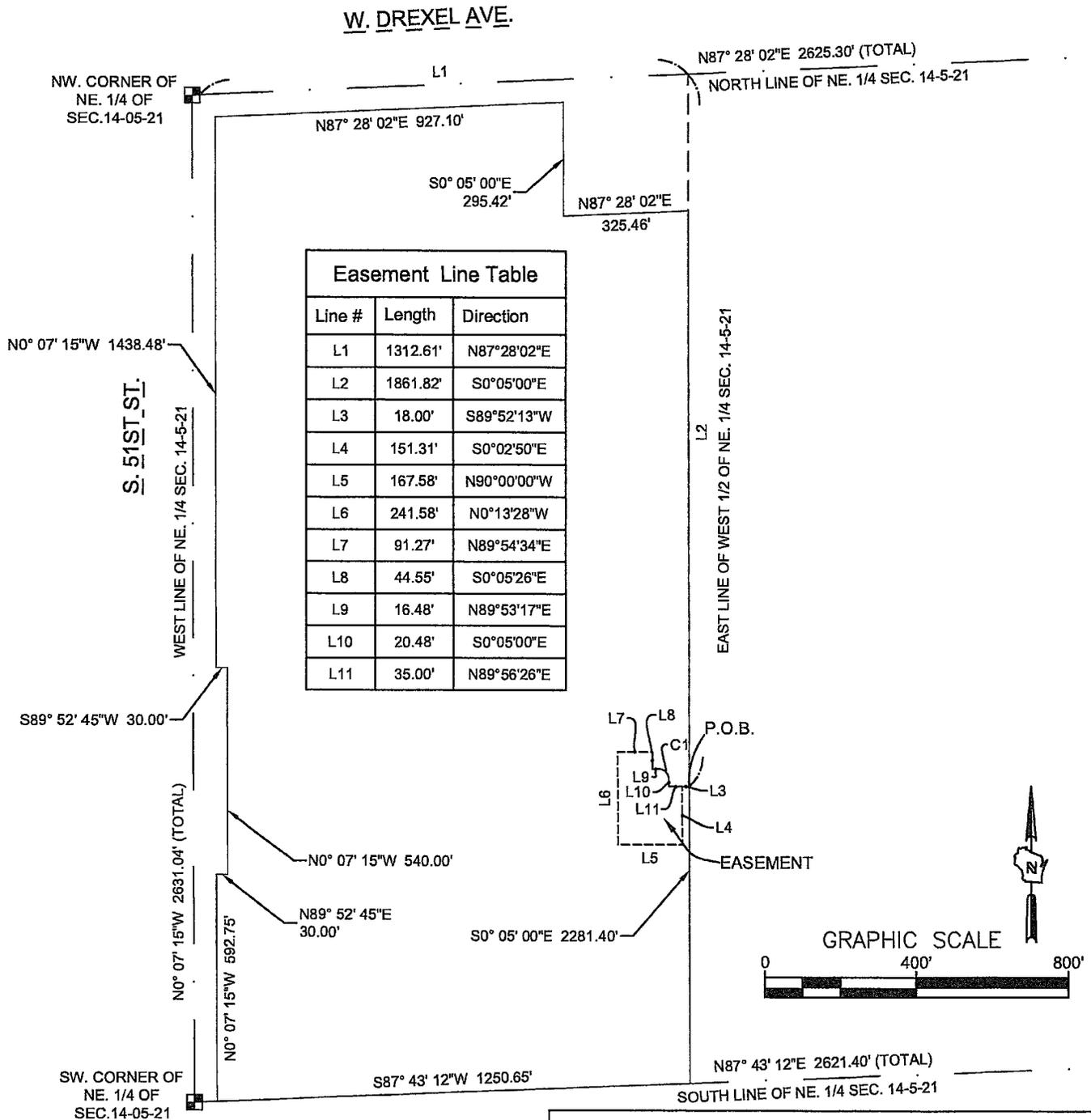
The West 1/2 of the Northeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXCEPTING THEREFROM that portion of Land conveyed in instrument recorded on June 06, 1967 in Reel 362, Images 1062-1065 as Document No. 4321782; August 12, 1983, in Reel 1556, Image 914 as Document No. 5642797; August 07, 1986, in Reel 1932, Images 950-951 as Document No. 5947553; and December 01, 2009 as Document No. 09819502.

EXHIBIT B - DEPICTION OF THE FACILITIES

Being a part of the West 1/2 of the Northeast 1/4 of Section 14, Town 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin

EASEMENT DEPICTION



Easement Line Table		
Line #	Length	Direction
L1	1312.61'	N87°28'02"E
L2	1861.82'	S0°05'00"E
L3	18.00'	S89°52'13"W
L4	151.31'	S0°02'50"E
L5	167.58'	N90°00'00"W
L6	241.58'	N0°13'28"W
L7	91.27'	N89°54'34"E
L8	44.55'	S0°05'26"E
L9	16.48'	N89°53'17"E
L10	20.48'	S0°05'00"E
L11	35.00'	N89°56'26"E

Easement Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	40.07'	25.50'	90°01'43"	S45°05'51"E	36.07'

Prepared For:
 Franklin High School
 8222 S. 51st Street
 Franklin, WI 53132



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

EXHIBIT C - LEGAL DESCRIPTION OF THE FACILITIES

Being a part of the West 1/2 of the Northeast 1/4 of Section 14, Town 5 North, Range 21 East in the
City of Franklin, Milwaukee County, Wisconsin
LEGAL DESCRIPTION

One (1) variable width easement for stormwater maintenance access located on the Franklin High School campus, being in the West 1/2 of the Northeast 1/4 of Section 14, Town 5 North, Range 21 East, more particularly described as:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 14; thence N87° 28' 02"E along the North line of said Northeast 1/4, 1312.61 feet to the Northeast corner of the West 1/2 of said Northeast 1/4 Section; thence S0° 05' 00"E along the East line of said West 1/2 of said Northeast 1/4 Section, 1861.82 feet; thence S89°52'13"W, 18.00 feet; feet to the point of beginning; thence S0°02'50"E, 151.31 feet; thence N90°00'00"W, 167.58 feet; thence N0°13'28"W, 241.58 feet; thence N89°54'34"E, 91.27 feet; thence S0°05'26"E, 44.55 feet; thence N89°53'17"E, 16.48 feet to a point of curvature; thence southeasterly along a curve to the right (having a radius of 25.50 feet and a long chord that bears S45°05'51"E, 36.07 feet) 40.07 feet to a point of tangency; thence S0°05'00"E, 20.48 feet; thence N89°56'26"E, 35.00 feet to the point of beginning.

Said Easement containing 35,416 square feet/0.8130 acres of land more or less.



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

Prepared For:

Franklin High School
8222 S. 51st Street
Franklin, WI 53132

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2026
REPORTS AND RECOMMENDATIONS	<p>A Resolution to Amend Resolution No. 2021-7722 Imposing Conditions and Restrictions for the Approval of a Special Use for Overnight Parking for Vehicles Exceeding 8,000 Pounds Manufactured Gross Vehicle Weight, to Allow for Warehouse, Distribution and Storage Uses, Upon Property Located at 3617 WEST OAKWOOD ROAD (Joe Wisniewski, KRONES, INC., Applicant, FRANKLIN INDUSTRIAL I, LLC, Property Owner)</p>	ITEM NUMBER M.2.

This item is an application to amend Resolution No. 2021-7722 Imposing Conditions and Restrictions for the Approval of a Special Use for Overnight Parking for Vehicles Exceeding 8,000 Pounds Manufactured Gross Vehicle Weight.

The new request is to allow for warehouse, distribution and storage uses within the building. These use classes require "Special Use" approval in the Planned Development - Legacy (PDL) 39 zoning district. The proposed amendment to RES 2021-7722 will allow for such uses throughout the entire building of 3617. The applicant may propose to sublease to other companies; tenants would then be eligible for this type of use with a simple zoning compliance approval.

At their February 19, 2026 meeting, the Plan Commission recommended approval of this request. The Commission held a hearing for this item; there were no community comments.



Milwaukee County submitted a comment in response to the public hearing notice related to Stormwater for this lot: "The stormwater from this site is saturating parkland (the pink polygon below), which was previously a dry area. Evaluation of site drainage in compliance with the approved stormwater management plan should be conducted to ensure damage to parkland is not taking place."

Fiscal Impact: Not Applicable

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution to Amend Resolution No. 2021-7722 Imposing Conditions and Restrictions for the Approval of a Special Use for Overnight Parking for Vehicles Exceeding 8,000 Pounds Manufactured Gross Vehicle Weight, to Allow for Warehouse, Distribution and Storage Uses, Upon Property Located at 3617 West Oakwood Road (Joe Wisniewski, KRONES, INC., Applicant, FRANKLIN INDUSTRIAL I, LLC, Property Owner)

Dept. of City Development: MX

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 02-10-2026]

RESOLUTION NO. 2026-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2021-7722 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR OVERNIGHT PARKING FOR VEHICLES EXCEEDING 8,000 POUNDS MANUFACTURED GROSS VEHICLE WEIGHT, TO ALLOW FOR WAREHOUSE, DISTRIBUTION AND STORAGE USES UPON PROPERTY LOCATED AT 3617 WEST OAKWOOD ROAD (JOE WISNIEWSKI, KRONES, INC., APPLICANT, FRANKLIN INDUSTRIAL I, LLC, PROPERTY OWNER)

WHEREAS, Joe Wisniewski, representative of Kronos, Inc. having petitioned the City of Franklin for the approval of an amendment to Resolution No. 2021-7722 of a Special Use within Planned Development District No. 39 (Mixed Use Business Park), to allow for warehouse, distribution and storage uses (which requires Special Use approval per Section 15-3.0444B.D.1.a.iii.), upon property located at 3617 West Oakwood Road. The property which is the subject of the application bears Tax Key No. 950 9001 000, and is more particularly described as follows:

CERTIFIED SURVEY MAP NO. 9530, NW ¼ SEC 36-5-21, LOT 1; 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 19th day of February, 2026, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-9-06.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

WHEREAS, the Common Council having found that the proposed Special 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 Kronos, Inc., for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Krones, Inc, successors and assigns, for warehouse, distribution and storage uses, which shall be operated and maintained by Krones, Inc, pursuant to those plans City file-stamped February 9th, 2026 and annexed hereto and incorporated herein as Exhibit A.
2. Krones, Inc, 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 Krones, Inc. Special Use amendment, 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 the Krones, Inc overnight parking for warehouse, distribution and storage uses Special Use Amendment for the property located at 3617 West Oakwood Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9-14 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 Special 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 Special 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 Special 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:

John R. Nelson, Mayor

ATTEST:

Shirley Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION



Meeting of February 19, 2026

Special Use Amendment

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

Project Name:	Krones PDD 39 SU Amendment
Property Owner:	Franklin Industrial I, LLC
Applicant:	Joe Wisniewski, Krones
Property Address/Tax Key Number:	3617 W Oakwood Rd. / 950-9001-000,
Aldermanic District:	District 4
Agent:	Joe Wisniewski, Krones
Zoning District:	PDL 39
Use of Surrounding Properties:	PDL 39 (West and South) P Park (North and East)
Application Request:	Special (Conditional) Use Amendment
Staff Planner:	Marion Ecks, AICP

This application is a request to amend an existing Special Use for the building located at 3617 W Oakwood Rd., which allows for overnight truck parking. The new request is to allow for warehouse, distribution and storage uses within the building. These use classes require “Special Use” approval in the Planned Development - Legacy (PDL) 39 zoning district. The proposed amendment to RES 2021-7722 will allow for such uses throughout the entire building of 3617. The applicant may propose to sublease to other companies; tenants would then be eligible for this type of use with a simple zoning compliance approval.

The applicants received approval of a Minor Site Plan Amendment (an administrative review) in January to allow for the addition of nine (9) fire access doors to comply with Building Code requirements. The structure continues to comply with the requirements of the PDL and Unified Development Ordinance (UDO). The applicant is not proposing any additional site changes with this amendment, and will therefore not impact natural resources or require alterations to infrastructure. Primary hours of operation will occur between 8:00 a.m. and 6:00 p.m., with limited operations during second and third shifts.

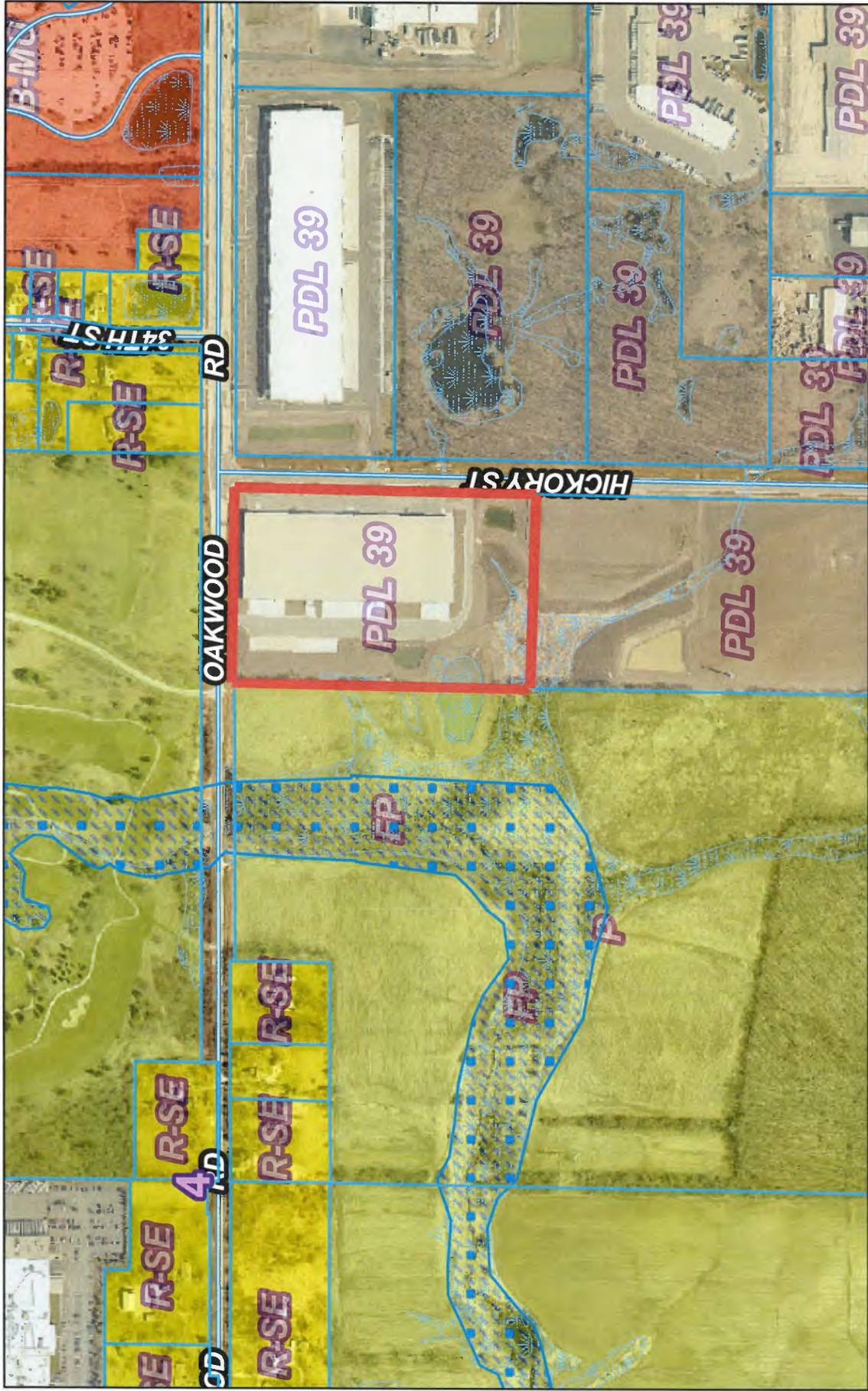
Recommendation

Staff recommends approval of the applications for a Special Use Amendment. Recommended Conditions of Approval are provided in the draft Resolution(s).

Exhibits:

- Applicant Exhibits

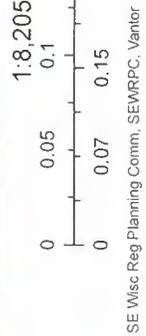
City of Franklin Property Viewer



1/29/2026, 9:56:22 AM

 Aldermanic District

 Parcel



SE Wisc Reg Planning Comm. SEWRPC. Vantor

Legal Description of 3617 W Oakwood Road, Franklin, WI

CERTIFIED SURVEY MAP NO. 9530, NW ¼ SEC 36-5-21, LOT 1

Standards for Conditional Uses

Date: 11/17/25
Property Owner: FRANKLIN INDUSTRIAL I, LLC.
Property Address: 3617 W. OAKWOOD RD., FRANKLIN, WI 53132

SECTION 15-9-06.H GENERAL STANDARDS FOR CONDITIONAL USES

General Standards. No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this UDO was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response:

I confirm that our proposed use by Kronos, Inc. aligns with the Unified Development Ordinance and the City of Franklin Comprehensive Master Plan by maintaining compatible land use and complying with all zoning regulations. The facility will operate as a warehouse with crating operations, not manufacturing, and supports the intent of the Planned Development Legacy District while preserving community character.

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response:

I confirm that our proposed use by Kronos, Inc. will not create any substantial or undue adverse impact on adjacent properties, the character of the area, or public health, safety, comfort, or welfare. Most activity will occur between 8:00 a.m. and 6:00 p.m., with only limited operations during second and third shifts, and we will comply with all zoning and environmental standards to ensure minimal traffic, noise, and visual impact.

3. **Compatibility with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

Response:

I confirm that our proposed use by Kronos, Inc. will be arranged and operated so as not to dominate the immediate vicinity or interfere with the use and development of neighboring properties. The building and site design comply with all applicable zoning regulations and will integrate harmoniously with surrounding development.

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Response:

I confirm that our proposed use by Kronos, Inc. will be adequately served by essential public facilities and services, including streets, utilities, water supply, sanitary sewer, police and fire protection, and refuse disposal. We have coordinated with the City to ensure all necessary infrastructure and emergency access plans are in place, and our operations will not place undue demand on public resources.

5. **Adequate Circulation.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response:

I confirm that our proposed use by Kronos, Inc. will not cause undue traffic congestion or draw significant traffic through residential streets. We have designed ingress and egress points to minimize congestion, and a clearly posted street sign instructs truck drivers that they cannot travel west on Oakwood Road, ensuring safe and efficient circulation.

6. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this UDO was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response:

This is a duplicate question to #1. Please see response to #1 above.

7. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. This criterion shall be deemed to have been met with respect to natural features upon approval by the Plan Commission of a Natural Resource Protection Plan for the proposed use.

Response:

I confirm that our proposed use by Kronos, Inc. will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. We will comply with all requirements, including approval of a Natural Resource Protection Plan by the Plan Commission, to ensure preservation of existing natural features.



**STEPHEN
PERRY
SMITH**
ARCHITECTS, INC.

**Project Narrative - Conditional Use Amendment
11/18/2025**

From: Stephen Perry Smith Architects
Regarding: Krones Inc. Logistics Center (Oakwood Industrial 1)
3617 W Oakwood Rd, Franklin, WI 53132

Narrative:

The Krones tenant improvement project is a 33,125 s.f. build-out of an existing and previously approved 236,180 s.f. industrial building located at 3617 W. Oakwood Rd. in Franklin, Wisconsin. This property is currently zoned in PDL-39 and was originally approved as a Manufacturing use. The current tenant improvement plans intend to use this space for crating and warehousing.

The tenant is seeking approval for a Conditional Use Amendment to change this space from the previously approved Manufacturing to a Warehousing use. To demonstrate compliance, Krones has provided updated operational details and information in the attached 'Standards for Conditional Uses' document. Please reach out with any questions or requests for further information.

PROJECT:
OAKWOOD INDUSTRIAL

LOCATION:
**3817 W. OAKWOOD RD.
 FRANKLIN, WISCONSIN**

CLIENT:
WANGARD PARTNERS, INC.

PROJECT TITLE:
**BID PACKAGE #1 -
 BUILDING I SITE
 WORK & OVERALL
 MASS GRADING**

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/11/2020	ISSUED FOR PERMIT
2	11/11/2020	ISSUED FOR BIDDING
3	11/11/2020	ISSUED FOR BIDDING
4	11/11/2020	ISSUED FOR BIDDING



SCALE:

SIN.

SHEET:
**SITE LAYOUT PLAN -
 AREA A**

PROJECT NUMBER	DATE	PROJECT
1000000000	11/03/2020	1000000000

SHEET NUMBER:
C1.21A

VICINITY MAP

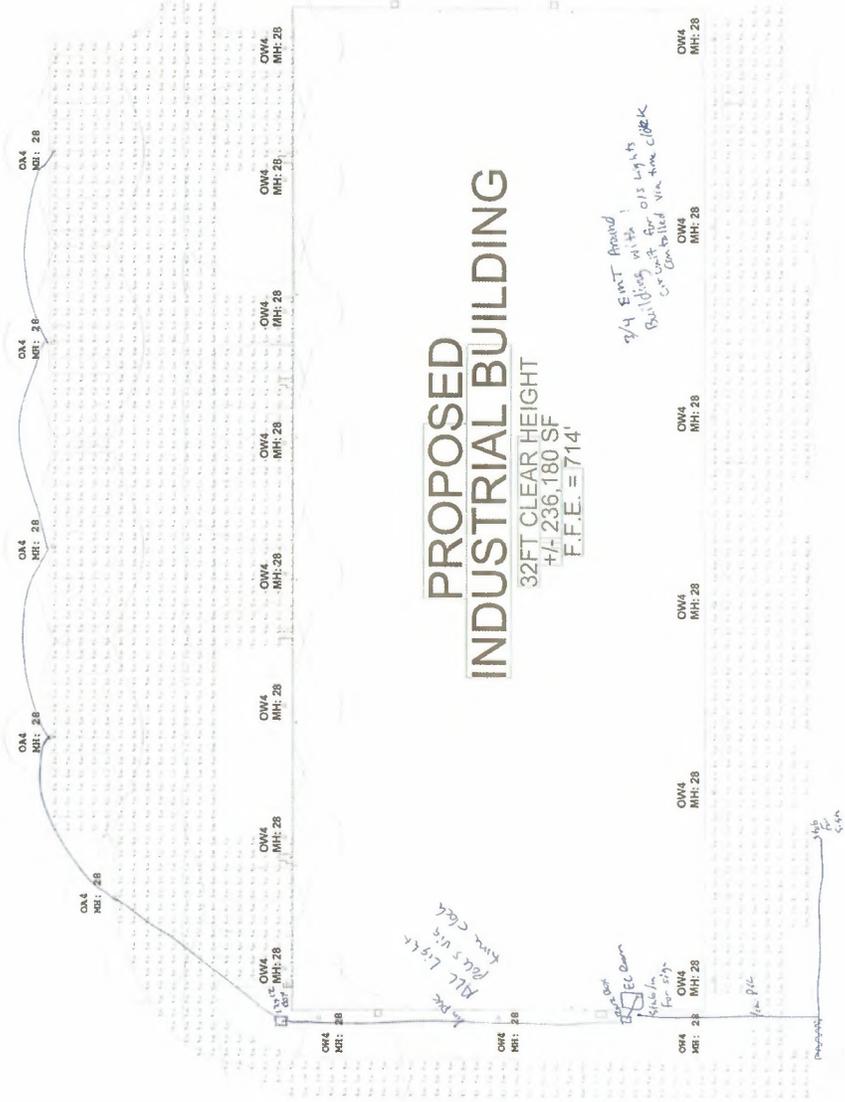


KEY INDEX

PROJECT ITEM	DESCRIPTION
1	3" ASPHALT DRIVE
2	4" ASPHALT DRIVE
3	5" ASPHALT DRIVE
4	6" ASPHALT DRIVE
5	8" ASPHALT DRIVE
6	10" ASPHALT DRIVE
7	12" ASPHALT DRIVE
8	15" ASPHALT DRIVE
9	18" ASPHALT DRIVE
10	21" ASPHALT DRIVE
11	24" ASPHALT DRIVE
12	27" ASPHALT DRIVE
13	30" ASPHALT DRIVE
14	33" ASPHALT DRIVE
15	36" ASPHALT DRIVE
16	39" ASPHALT DRIVE
17	42" ASPHALT DRIVE
18	45" ASPHALT DRIVE
19	48" ASPHALT DRIVE
20	51" ASPHALT DRIVE
21	54" ASPHALT DRIVE
22	57" ASPHALT DRIVE
23	60" ASPHALT DRIVE
24	63" ASPHALT DRIVE
25	66" ASPHALT DRIVE
26	69" ASPHALT DRIVE
27	72" ASPHALT DRIVE
28	75" ASPHALT DRIVE
29	78" ASPHALT DRIVE
30	81" ASPHALT DRIVE
31	84" ASPHALT DRIVE
32	87" ASPHALT DRIVE
33	90" ASPHALT DRIVE
34	93" ASPHALT DRIVE
35	96" ASPHALT DRIVE
36	99" ASPHALT DRIVE
37	102" ASPHALT DRIVE
38	105" ASPHALT DRIVE
39	108" ASPHALT DRIVE
40	111" ASPHALT DRIVE
41	114" ASPHALT DRIVE
42	117" ASPHALT DRIVE
43	120" ASPHALT DRIVE
44	123" ASPHALT DRIVE
45	126" ASPHALT DRIVE
46	129" ASPHALT DRIVE
47	132" ASPHALT DRIVE
48	135" ASPHALT DRIVE
49	138" ASPHALT DRIVE
50	141" ASPHALT DRIVE
51	144" ASPHALT DRIVE
52	147" ASPHALT DRIVE
53	150" ASPHALT DRIVE
54	153" ASPHALT DRIVE
55	156" ASPHALT DRIVE
56	159" ASPHALT DRIVE
57	162" ASPHALT DRIVE
58	165" ASPHALT DRIVE
59	168" ASPHALT DRIVE
60	171" ASPHALT DRIVE
61	174" ASPHALT DRIVE
62	177" ASPHALT DRIVE
63	180" ASPHALT DRIVE
64	183" ASPHALT DRIVE
65	186" ASPHALT DRIVE
66	189" ASPHALT DRIVE
67	192" ASPHALT DRIVE
68	195" ASPHALT DRIVE
69	198" ASPHALT DRIVE
70	201" ASPHALT DRIVE
71	204" ASPHALT DRIVE
72	207" ASPHALT DRIVE
73	210" ASPHALT DRIVE
74	213" ASPHALT DRIVE
75	216" ASPHALT DRIVE
76	219" ASPHALT DRIVE
77	222" ASPHALT DRIVE
78	225" ASPHALT DRIVE
79	228" ASPHALT DRIVE
80	231" ASPHALT DRIVE
81	234" ASPHALT DRIVE
82	237" ASPHALT DRIVE
83	240" ASPHALT DRIVE
84	243" ASPHALT DRIVE
85	246" ASPHALT DRIVE
86	249" ASPHALT DRIVE
87	252" ASPHALT DRIVE
88	255" ASPHALT DRIVE
89	258" ASPHALT DRIVE
90	261" ASPHALT DRIVE
91	264" ASPHALT DRIVE
92	267" ASPHALT DRIVE
93	270" ASPHALT DRIVE
94	273" ASPHALT DRIVE
95	276" ASPHALT DRIVE
96	279" ASPHALT DRIVE
97	282" ASPHALT DRIVE
98	285" ASPHALT DRIVE
99	288" ASPHALT DRIVE
100	291" ASPHALT DRIVE
101	294" ASPHALT DRIVE
102	297" ASPHALT DRIVE
103	300" ASPHALT DRIVE
104	303" ASPHALT DRIVE
105	306" ASPHALT DRIVE
106	309" ASPHALT DRIVE
107	312" ASPHALT DRIVE
108	315" ASPHALT DRIVE
109	318" ASPHALT DRIVE
110	321" ASPHALT DRIVE
111	324" ASPHALT DRIVE
112	327" ASPHALT DRIVE
113	330" ASPHALT DRIVE
114	333" ASPHALT DRIVE
115	336" ASPHALT DRIVE
116	339" ASPHALT DRIVE
117	342" ASPHALT DRIVE
118	345" ASPHALT DRIVE
119	348" ASPHALT DRIVE
120	351" ASPHALT DRIVE
121	354" ASPHALT DRIVE
122	357" ASPHALT DRIVE
123	360" ASPHALT DRIVE
124	363" ASPHALT DRIVE
125	366" ASPHALT DRIVE
126	369" ASPHALT DRIVE
127	372" ASPHALT DRIVE
128	375" ASPHALT DRIVE
129	378" ASPHALT DRIVE
130	381" ASPHALT DRIVE
131	384" ASPHALT DRIVE
132	387" ASPHALT DRIVE
133	390" ASPHALT DRIVE
134	393" ASPHALT DRIVE
135	396" ASPHALT DRIVE
136	399" ASPHALT DRIVE
137	402" ASPHALT DRIVE
138	405" ASPHALT DRIVE
139	408" ASPHALT DRIVE
140	411" ASPHALT DRIVE
141	414" ASPHALT DRIVE
142	417" ASPHALT DRIVE
143	420" ASPHALT DRIVE
144	423" ASPHALT DRIVE
145	426" ASPHALT DRIVE
146	429" ASPHALT DRIVE
147	432" ASPHALT DRIVE
148	435" ASPHALT DRIVE
149	438" ASPHALT DRIVE
150	441" ASPHALT DRIVE
151	444" ASPHALT DRIVE
152	447" ASPHALT DRIVE
153	450" ASPHALT DRIVE
154	453" ASPHALT DRIVE
155	456" ASPHALT DRIVE
156	459" ASPHALT DRIVE
157	462" ASPHALT DRIVE
158	465" ASPHALT DRIVE
159	468" ASPHALT DRIVE
160	471" ASPHALT DRIVE
161	474" ASPHALT DRIVE
162	477" ASPHALT DRIVE
163	480" ASPHALT DRIVE
164	483" ASPHALT DRIVE
165	486" ASPHALT DRIVE
166	489" ASPHALT DRIVE
167	492" ASPHALT DRIVE
168	495" ASPHALT DRIVE
169	498" ASPHALT DRIVE
170	501" ASPHALT DRIVE
171	504" ASPHALT DRIVE
172	507" ASPHALT DRIVE
173	510" ASPHALT DRIVE
174	513" ASPHALT DRIVE
175	516" ASPHALT DRIVE
176	519" ASPHALT DRIVE
177	522" ASPHALT DRIVE
178	525" ASPHALT DRIVE
179	528" ASPHALT DRIVE
180	531" ASPHALT DRIVE
181	534" ASPHALT DRIVE
182	537" ASPHALT DRIVE
183	540" ASPHALT DRIVE
184	543" ASPHALT DRIVE
185	546" ASPHALT DRIVE
186	549" ASPHALT DRIVE
187	552" ASPHALT DRIVE
188	555" ASPHALT DRIVE
189	558" ASPHALT DRIVE
190	561" ASPHALT DRIVE
191	564" ASPHALT DRIVE
192	567" ASPHALT DRIVE
193	570" ASPHALT DRIVE
194	573" ASPHALT DRIVE
195	576" ASPHALT DRIVE
196	579" ASPHALT DRIVE
197	582" ASPHALT DRIVE
198	585" ASPHALT DRIVE
199	588" ASPHALT DRIVE
200	591" ASPHALT DRIVE
201	594" ASPHALT DRIVE
202	597" ASPHALT DRIVE
203	600" ASPHALT DRIVE
204	603" ASPHALT DRIVE
205	606" ASPHALT DRIVE
206	609" ASPHALT DRIVE
207	612" ASPHALT DRIVE
208	615" ASPHALT DRIVE
209	618" ASPHALT DRIVE
210	621" ASPHALT DRIVE
211	624" ASPHALT DRIVE
212	627" ASPHALT DRIVE
213	630" ASPHALT DRIVE
214	633" ASPHALT DRIVE
215	636" ASPHALT DRIVE
216	639" ASPHALT DRIVE
217	642" ASPHALT DRIVE
218	645" ASPHALT DRIVE
219	648" ASPHALT DRIVE
220	651" ASPHALT DRIVE
221	654" ASPHALT DRIVE
222	657" ASPHALT DRIVE
223	660" ASPHALT DRIVE
224	663" ASPHALT DRIVE
225	666" ASPHALT DRIVE
226	669" ASPHALT DRIVE
227	672" ASPHALT DRIVE
228	675" ASPHALT DRIVE
229	678" ASPHALT DRIVE
230	681" ASPHALT DRIVE
231	684" ASPHALT DRIVE
232	687" ASPHALT DRIVE
233	690" ASPHALT DRIVE
234	693" ASPHALT DRIVE
235	696" ASPHALT DRIVE
236	699" ASPHALT DRIVE
237	702" ASPHALT DRIVE
238	705" ASPHALT DRIVE
239	708" ASPHALT DRIVE
240	711" ASPHALT DRIVE
241	714" ASPHALT DRIVE
242	717" ASPHALT DRIVE
243	720" ASPHALT DRIVE
244	723" ASPHALT DRIVE
245	726" ASPHALT DRIVE
246	729" ASPHALT DRIVE
247	732" ASPHALT DRIVE
248	735" ASPHALT DRIVE
249	738" ASPHALT DRIVE
250	741" ASPHALT DRIVE
251	744" ASPHALT DRIVE
252	747" ASPHALT DRIVE
253	750" ASPHALT DRIVE
254	753" ASPHALT DRIVE
255	756" ASPHALT DRIVE
256	759" ASPHALT DRIVE
257	762" ASPHALT DRIVE
258	765" ASPHALT DRIVE
259	768" ASPHALT DRIVE
260	771" ASPHALT DRIVE
261	774" ASPHALT DRIVE
262	777" ASPHALT DRIVE
263	780" ASPHALT DRIVE
264	783" ASPHALT DRIVE
265	786" ASPHALT DRIVE
266	789" ASPHALT DRIVE
267	792" ASPHALT DRIVE
268	795" ASPHALT DRIVE
269	798" ASPHALT DRIVE
270	801" ASPHALT DRIVE
271	804" ASPHALT DRIVE
272	807" ASPHALT DRIVE
273	810" ASPHALT DRIVE
274	813" ASPHALT DRIVE
275	816" ASPHALT DRIVE
276	819" ASPHALT DRIVE
277	822" ASPHALT DRIVE
278	825" ASPHALT DRIVE
279	828" ASPHALT DRIVE
280	831" ASPHALT DRIVE
281	834" ASPHALT DRIVE
282	837" ASPHALT DRIVE
283	840" ASPHALT DRIVE
284	843" ASPHALT DRIVE
285	846" ASPHALT DRIVE
286	849" ASPHALT DRIVE
287	852" ASPHALT DRIVE
288	855" ASPHALT DRIVE
289	858" ASPHALT DRIVE
290	861" ASPHALT DRIVE
291	864" ASPHALT DRIVE
292	867" ASPHALT DRIVE
293	870" ASPHALT DRIVE
294	873" ASPHALT DRIVE
295	876" ASPHALT DRIVE
296	879" ASPHALT DRIVE
297	882" ASPHALT DRIVE
298	885" ASPHALT DRIVE
299	888" ASPHALT DRIVE
300	891" ASPHALT DRIVE
301	894" ASPHALT DRIVE
302	897" ASPHALT DRIVE
303	900" ASPHALT DRIVE
304	903" ASPHALT DRIVE
305	906" ASPHALT DRIVE
306	909" ASPHALT DRIVE
307	912" ASPHALT DRIVE
308	915" ASPHALT DRIVE
309	918" ASPHALT DRIVE
310	921" ASPHALT DRIVE
311	924" ASPHALT DRIVE
312	927" ASPHALT DRIVE
313	930" ASPHALT DRIVE
314	933" ASPHALT DRIVE
315	936" ASPHALT DRIVE
316	939" ASPHALT DRIVE
317	942" ASPHALT DRIVE
318	945" ASPHALT DRIVE
319	948" ASPHALT DRIVE
320	951" ASPHALT DRIVE
321	954" ASPHALT DRIVE
322	957" ASPHALT DRIVE
323	960" ASPHALT DRIVE
324	963" ASPHALT DRIVE
325	966" ASPHALT DRIVE
326	969" ASPHALT DRIVE
327	972" ASPHALT DRIVE
328	975" ASPHALT DRIVE
329	978" ASPHALT DRIVE
330	981" ASPHALT DRIVE
331	984" ASPHALT DRIVE
332	987" ASPHALT DRIVE
333	990" ASPHALT DRIVE
334	993" ASPHALT DRIVE
335	996" ASPHALT DRIVE
336	999" ASPHALT DRIVE
337	1002" ASPHALT DRIVE
338	1005" ASPHALT DRIVE
339	1008" ASPHALT DRIVE
340	1011" ASPHALT DRIVE
341	1014" ASPHALT DRIVE
342	1017" ASPHALT DRIVE
343	1020" ASPHALT DRIVE
344	1023" ASPHALT DRIVE
345	1026" ASPHALT DRIVE
346	1029" ASPHALT DRIVE
347	1032" ASPHALT DRIVE
348	1035" ASPHALT DRIVE
349	1038" ASPHALT DRIVE
350	1041" ASPHALT DRIVE
351	1044" ASPHALT DRIVE
352	1047" ASPHALT DRIVE
353	1050" ASPHALT DRIVE
354	1053" ASPHALT DRIVE
355	1056" ASPHALT DRIVE
356	1059" ASPHALT DRIVE
357	1062" ASPHALT DRIVE
358	1065" ASPHALT DRIVE
359	1068" ASPHALT DRIVE
360	1071" ASPHALT DRIVE
361	1074" ASPHALT DRIVE
362	1077" ASPHALT DRIVE
363	1080" ASPHALT DRIVE
364	1083" ASPHALT DRIVE
365	1086" ASPHALT DRIVE
366	1089" ASPHALT DRIVE
367	1092" ASPHALT DRIVE
368	1095" ASPHALT DRIVE
369	1098" ASPHALT DRIVE
370	1101" ASPHALT DRIVE
371	1104" ASPHALT DRIVE
372	1107" ASPHALT DRIVE
373	1110" ASPHALT DRIVE
374	1113" ASPHALT DRIVE
375	1116" ASPHALT DRIVE
376	1119" ASPHALT DRIVE
377	1122" ASPHALT DRIVE
378	1125" ASPHALT DRIVE

Luminaire Schedule		Total Lamp Lumens	LLF	Description	Tag	Lum. Watts	Lum. Lumens
Qty	Label						
5	OA4	N.A.	0.950	RSX2 LED P6 40K R4 MVOLT XPA (finish) +25' POLE+3' BASE	LITHONIA	244	30662
17	OW4	N.A.	0.950	RSX2 LED P6 40K R4 MVOLT WBA	LITHONIA	244	30662

Calculation Summary			
Label	Avg	Max	Min
Oakwood Ind Bldg Parking Areas	2.04	8.57	0.20
Docking Area	3.94	8.6	2.2
			Avg/Min
			10.20
			1.79
			42.85
			3.91



#	Date	Comments

Revisions

Drawn By: Nick Harris
 Checked By:
 Date: 6/18/2021
 Scale: 1 inch = 44 Ft.

Oakwood Industrial Building Site

EXTERIOR

#	Date	Comments

Revisions

Scale: 1 inch = 44 ft
 Date: 6/18/2021
 Checked By:
 Drawn By: Nick Harms

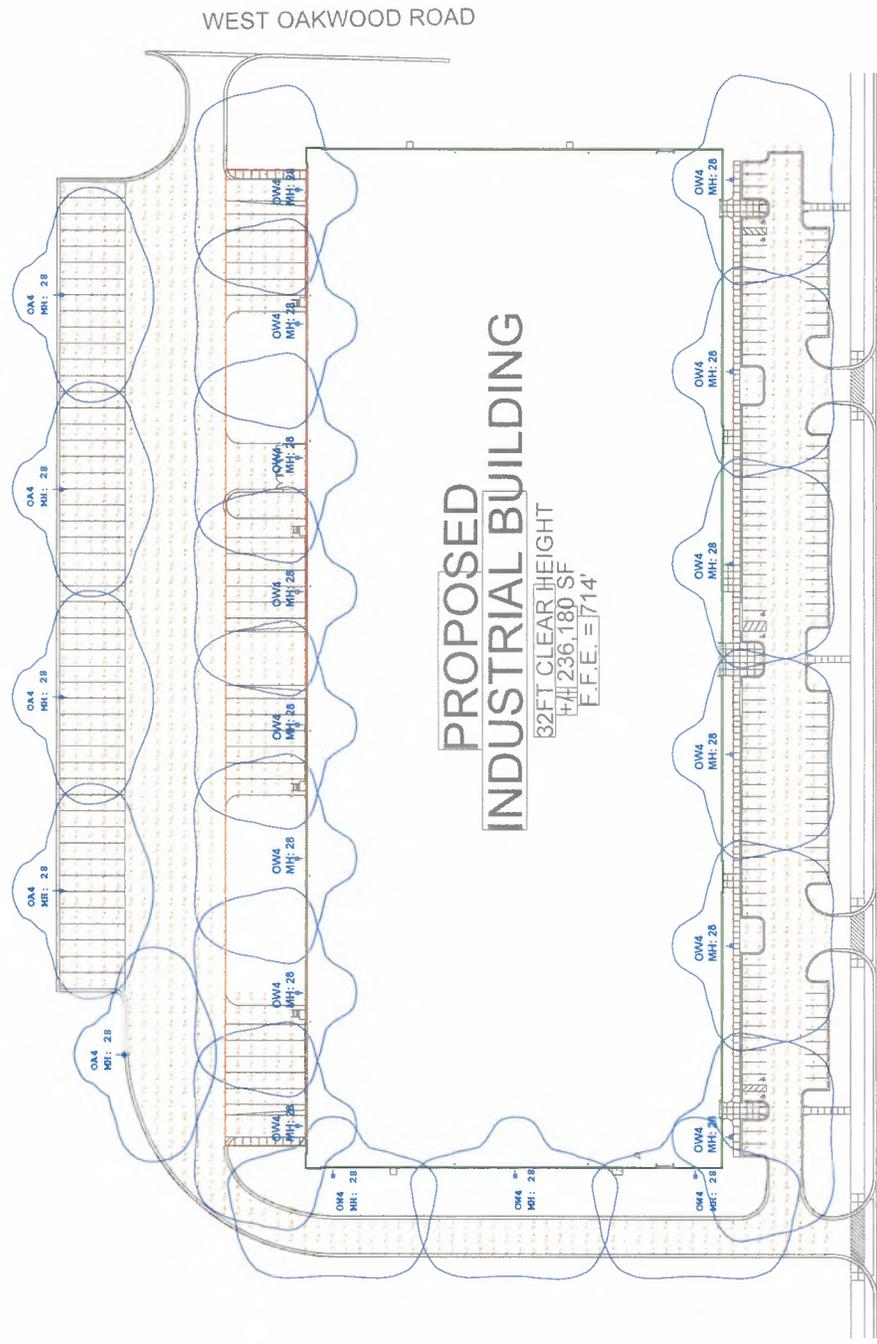
Oakwood Industrial Building Site

EXTERIOR

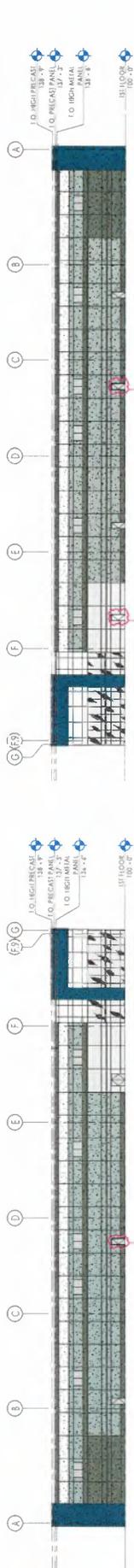
Luminaire Schedule	LLF	Description	Tag	Lum. Watts	Lum. Lumens
Qty	0.950	RSX2 LED P6 40K R4 MVOLT XPA (finish) +25' POLE+3' BASE	LITHONIA	244	30662
5	N.A.	RSX2 LED P6 40K R4 MVOLT XPA (finish) +25' POLE+3' BASE	LITHONIA	244	30662
17	N.A.	RSX2 LED P6 40K R4 MVOLT WBA	LITHONIA	244	30662

Calculation Summary

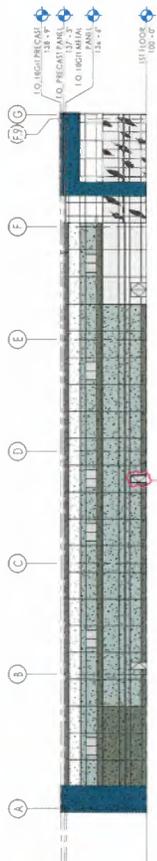
Label	Avg	Max	Min	Avg/Min	Max/Min
Oakwood Ind Bldg Parking Areas	2.04	8.57	0.20	10.20	42.85
Docking Area	3.94	8.6	2.2	1.79	3.91



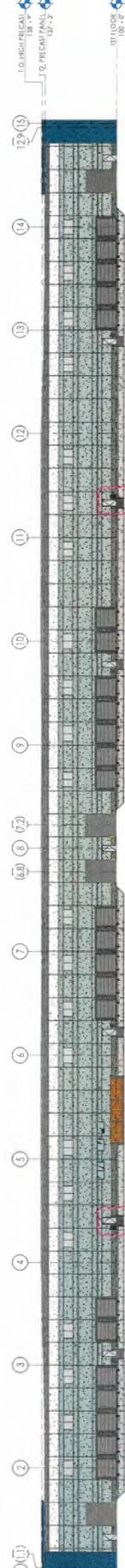
FUTURE SOUTH HICKORY STREET



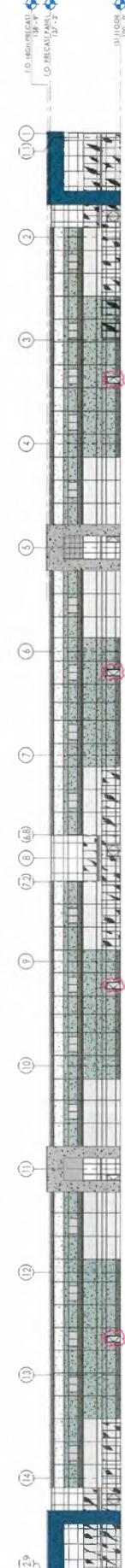
3 NORTH ELEVATION - NEW FIRE ACCESS
1/8" = 1'-0"



4 SOUTH ELEVATION - NEW FIRE ACCESS
1/8" = 1'-0"



2 WEST ELEVATION - NEW FIRE ACCESS DOORS
1/8" = 1'-0"



1 EAST ELEVATION - NEW FIRE ACCESS DOORS
1/8" = 1'-0"

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2026
REPORTS AND RECOMMENDATIONS	A Resolution to Accept a Modification of Access and Release of a Setback Upon Property Located on a Part of 2710 W. Drexel Ave., 1 & 2 Northwestern Mutual Way (TKN 786 9980 003) (Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners)	ITEM NUMBER A.3.

(Item 1 of 2, Costco CSM)

As part of their proposed development, Costco requested that the Wisconsin Department of Transportation (WISDOT) release a state required setback, and access along S. 27th St. WISDOT has agreed to this request, and the local municipality must accept the alteration of requirement.

Planning has reviewed the request and development otherwise complies with the requirements of the Unified Development Ordinance and PDO 45. Separately, the applicant has requested an update to the proposed CSM to create the lot for the Costco development to reflect this change.

The applicant has provided the attached access modification instrument for City of Franklin signatures.

Fiscal Impact: Not Applicable

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution to accept a Modification of Access and Release of a Setback Upon Property Located on a Part of 2710 W. Drexel Ave., 1 & 2 Northwestern Mutual Way (TKN 786 9980 003) (Brian Konyn, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 02-26-2026]

RESOLUTION NO. 2026-_____

A RESOLUTION TO ACCEPT A MODIFICATION OF ACCESS AND RELEASE OF A SETBACK UPON PROPERTY LOCATED ON A PART OF 2710 W. DREXEL AVENUE, 1 & 2 NORTHWESTERN MUTUAL WAY (TKN 786 9980 003) (BRIAN KONYN, NORTHWESTERN MUTUAL LIFE INSURANCE) (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS)

WHEREAS, the Wisconsin Department of Transportation has elected to permit a modification of access and release of a setback upon request of the applicant; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed modification of access and release of a setback, and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the modification of access and release of a setback submitted by Brian Konyn, Northwestern Mutual Life, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such modification of access and release of a setback as evidence of the consent to and acceptance of such modification by the City of Franklin.

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 _____

**Correction Instrument
Rescission of Trans 233 Restrictions**

Wisconsin Department of Transportation
DT 1458

Pursuant to s.236.295(1)(a), Wis. Stats., I, Kolin Erickson, authorized Wisconsin Department of Transportation representative, certify that in the plat of:

Legal Description: CSM 7389 being a division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. Recorded in the Milwaukee County Register of Deeds Office on March 16, 2004.

This correction instrument is for the purpose of modifying the above document as follows:

Modify the access restriction to allow 1 Access Point to STH 241 at the existing median opening approximately 1,265 feet north of Drexel Ave

To remove the 50 foot highway setback restriction and the setback language.

This space is reserved for recording data

Wisconsin Department of Transportation
SE Region
141 NW Barstow St
PO Box 798
Waukesha, WI 53187-0798
ATTN: Sue King

Parcel Identification Number/Tax Key Number
7869980003

Kolin Erickson

(Authorized DOT Signature)

Kolin Erickson

(Print Name)



[Signature]

(Surveyor Signature)

KATHRYN KUECKER

(Print Name)



State Approval Notary Certificate

State of Wisconsin }
Waukesha County } ss.

Subscribed and sworn to before me this date: 12/11/25

Susan M. King

(Signature, Notary Public, State of Wisconsin)

SUSAN M KING

(Print or Type Name, Notary Public, State of Wisconsin)

9/12/27

(Date Commission Expires)

Surveyor Approval Notary Certificate

State of Wisconsin }
Waukesha County } ss.

Subscribed and sworn to before me this date: 9/12/27

Susan M. King

(Signature, Notary Public, State of Wisconsin)

SUSAN M KING

(Print or Type Name, Notary Public, State of Wisconsin)

9/12/27

(Date Commission Expires)

Approval Certification

(Date)

(Name of Local Government)
Approved for recording by the government identified above

(Authorized Local Government Signature)

(Print or Type Name)

Local Government Approval Notary Certificate

State of Wisconsin)
County) ss.

Subscribed and sworn to before me this date: _____

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)



Division of Transportation
System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Governor Tony Evers
Secretary Kristina Boardman
wisconsin.gov
Telephone: (262) 548-5903
FAX: (262) 548-5662
Email: ser.dtsd@dot.wi.gov

EXHIBIT A

CSM 7389 being a division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. Recorded in the Milwaukee County Register of Deeds Office on March 16, 2004.

The Department of Transportation has reviewed your request to modify the access and release setback restriction/s on the above referenced property.

The Department hereby releases the 50 foot highway setback restriction and setback language.

The access restriction/s is hereby modified as follows: To allow 1 Access Point to STH 241 at the existing median opening approximately 1,265 feet north of Drexel Ave.

It is required that this release be incorporated into a correction document under ss. 236.295 wis.stats., as an Exhibit


Tony Barth, SE Region Planning Chief

Exhibit B

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

HIGHWAY SETBACK RESTRICTION

No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, walls, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. See sheet 16 for other restrictions.

BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN COORDINATE SYSTEM, SOUTH ZONE (NAD 27). THE EAST LINE OF THE SE 1/4 OF SECTION 12 HAS A BEARING OF N 00°02'30" W (APRIL, 2002 DATUM).

WETLANDS DELINEATED BY CEDARBURG SCIENCE, LLC, W62 N556 WASHINGTON AVE., CEDARBURG, WI. 53012 ON FEBRUARY 27, 2002.

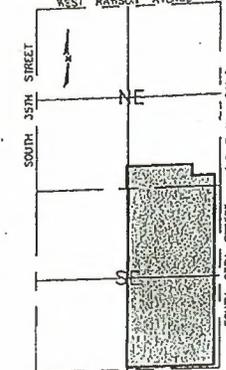
Setback Language has been released by WisDOT.

LEGEND

- ☐ CONCRETE MONUMENT WITH BRASS CAP EXCEPT AS NOTED
- 1" DIA. IRON PIPE FOUND
- SET IRON PIPE, 1.315" OUTSIDE DIAMETER, 24" LONG, WEIGHING 1.68 LBS. PER LINEAL FOOT
- ▨ WETLAND AS DELINEATED BY CEDARBURG SCIENCE
- ▩ INDICATES CONSERVATION AREA
- ⊘ INDICATES NO ACCESS TO S.T.H. 241

VICINITY MAP

NORTHEAST 1/4 & SOUTHEAST 1/4 SECTION 12, T 5 N, R 21 E



LINE TABLE

LINE	LENGTH	BEARING
L1	80.05	S 87°43'22" W
L2	22.49	S 87°43'22" W
L3	165.93	S 00°02'27" E
L4	322.60	N 87°42'58" E
L5	47.51	S 87°43'22" W
L6	70.69	N 45°03'41" W
L7	150.00	S 89°55'07" W
L8	119.00	N 00°02'30" W
L9	150.00	N 89°55'07" E
L10	70.74	N 44°58'19" E
L11	219.00	S 00°02'30" W

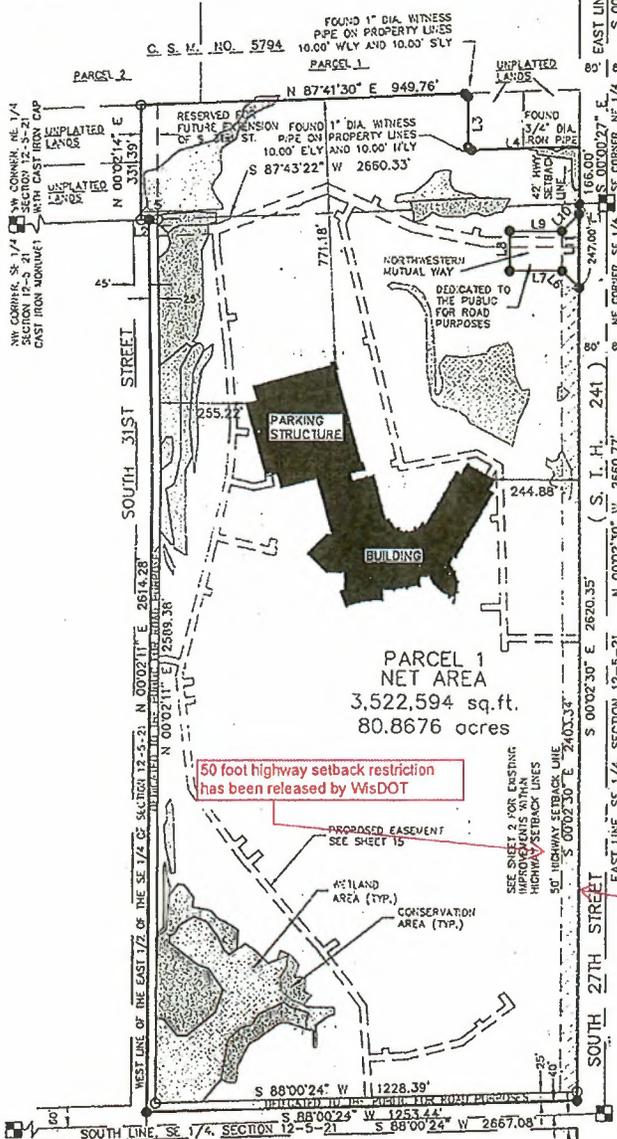
GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

Stephan E. Spitznagel
STEPHAN E. SPITZNAGEL
LAND SURVEYOR

WisDOT has modified the no access restriction to allowed 1 AP at the existing median opening approximately 1,296 feet north of Drexel Ave.



PARCEL 1
NET AREA
3,522,594 sq.ft.
80.8676 acres

50 foot highway setback restriction has been released by WisDOT

PROPOSED EASEMENT SEE SHEET 15

WEST DREXEL AVENUE
DOT CERTIFICATION NO. 40-241-0690-02
ZONING: BP (BUSINESS PARK DISTRICT), SECTION 15-3.0311, FRANKLIN CODE OF ORDINANCES
SEE SHEET 2 FOR SETBACK LINES

SHEET 1 OF 17 SHEETS

REEL 5795 MADE 1780

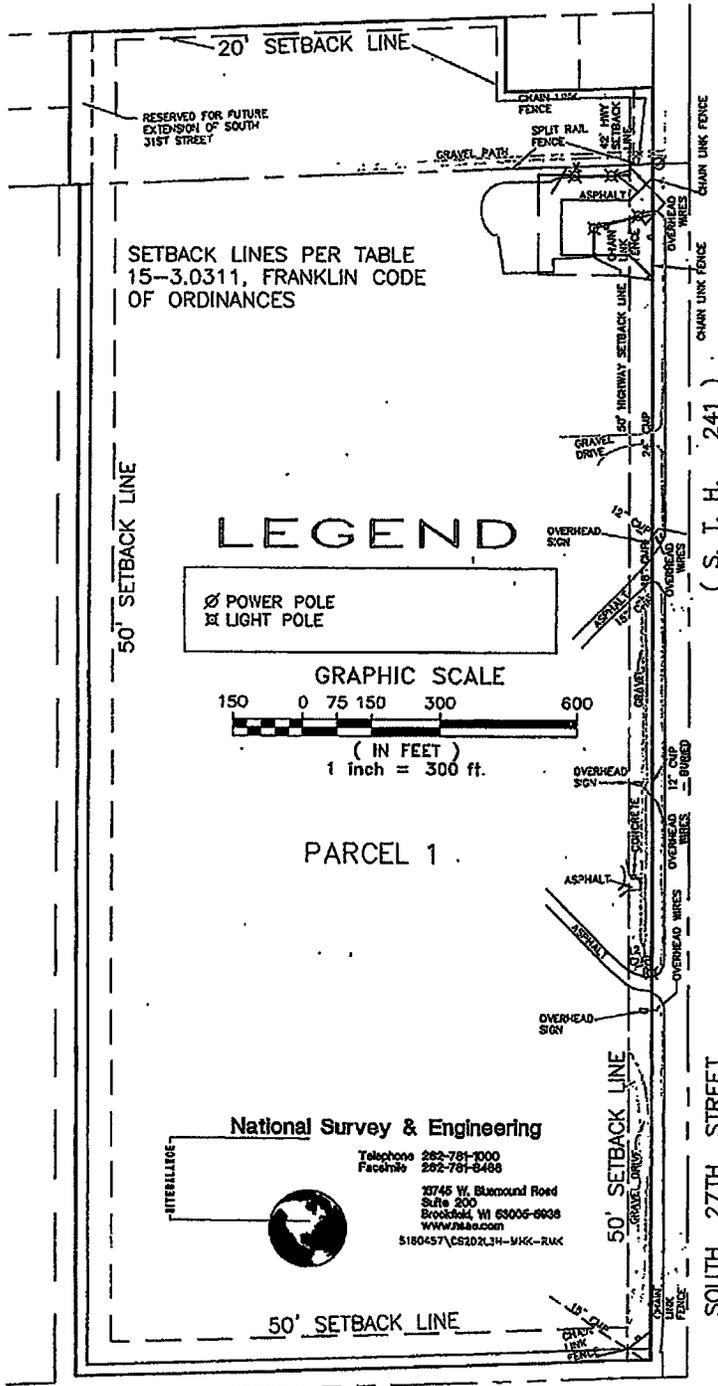
National Survey & Engineering

Telephone 202-781-1000
Facsimile 282-781-8400
18745 W. Bluemound Road
Suite 200
Brockfield, WI 53005-5938
www.nseo.com
5180-457/CS211L4H-UHX



CERTIFIED SURVEY MAP NO. 7389

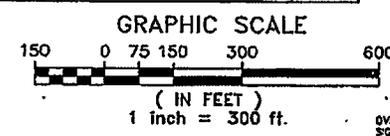
A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



SETBACK LINES PER TABLE 15-3.0311, FRANKLIN CODE OF ORDINANCES

LEGEND

- ⊙ POWER POLE
- ⊠ LIGHT POLE



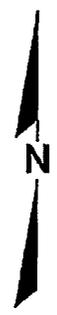
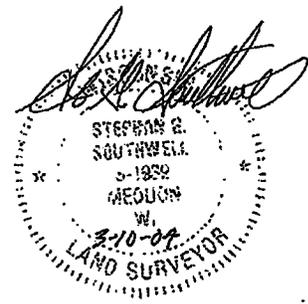
PARCEL 1

National Survey & Engineering
 Telephone 262-781-1000
 Facsimile 262-781-8488
 2745 W. Bluemond Road
 Suite 200
 Brookfield, WI 53005-6036
 www.nse.com
 S180457\CS202L34-MKK-RMK

8746895
 REGISTER'S OFFICE } SS
 Milwaukee County, WI }
 RECORDED AT 11:15AM

MAR 16 2004 1780
 REEL 5795 IMAGE 101796
 REGISTER incl. OF DEEDS

8746895
 AMOUNT 43.00



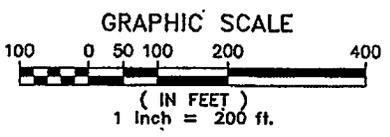
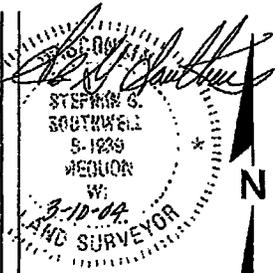
WEST DREXEL AVENUE

REEL 5795 IMAGE

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 IMAGE 1782



**LINE TABLE
WETLAND AREA "B"**

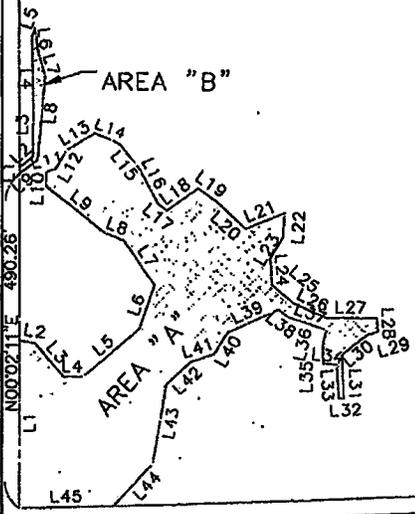
LINE	BEARING	LENGTH
L1	N00°02'11"E	9.34
L2	N47°47'33"E	26.50
L3	N00°29'46"E	94.59
L4	N01°29'18"W	79.77
L5	N17°07'26"E	14.01
L6	S07°01'22"E	32.76
L7	S18°11'24"E	39.06
L8	S05°22'29"W	124.24
L9	S50°37'56"W	33.33

**LINE TABLE
WETLAND AREA "A"**

LINE	BEARING	LENGTH
L1	N00°02'11"E	247.71
L2	S81°40'09"E	22.41
L3	S39°49'37"E	62.88
L4	S89°43'51"E	28.35
L5	N49°59'58"E	109.02
L6	N18°08'23"E	69.62
L7	N34°25'41"W	76.76
L8	N89°50'31"W	31.64
L9	N52°10'05"W	108.21
L10	N02°28'40"E	21.92
L11	N77°18'10"E	13.09
L12	N29°06'44"E	32.59
L13	N59°22'21"E	49.17
L14	S67°46'19"E	40.07
L15	S37°18'27"E	50.46
L16	S26°36'09"E	52.26
L17	S51°52'54"E	16.51
L18	N54°48'23"E	58.32
L19	S56°00'23"E	26.78
L20	S48°57'27"E	62.40
L21	N68°14'16"E	61.01
L22	S03°31'25"W	33.42
L23	S31°37'05"W	36.14
L24	S03°40'27"E	39.95
L25	S50°02'30"E	40.27
L28	S85°24'15"E	51.93
L27	S89°05'18"E	75.29
L28	S03°47'11"E	20.39
L29	S73°47'55"W	16.57
L30	S52°46'44"W	46.24
L31	S01°46'36"E	64.78
L32	S86°20'03"W	6.84
L33	N02°49'45"W	50.40
L34	N62°43'27"W	21.04
L35	N01°12'13"E	26.67
L36	N13°06'53"E	21.37
L37	N70°36'09"W	57.66
L38	N53°02'09"W	19.58
L39	S63°55'45"W	82.08
L40	S31°34'59"W	35.49
L41	S71°59'39"W	34.51
L42	S48°36'13"W	49.75
L43	S09°23'32"W	118.65
L44	S41°10'51"W	85.12
L45	S88°00'24"W	138.14

SOUTH 31ST STREET

SOUTH 27TH STREET (S. T. H. 241)



National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-8466

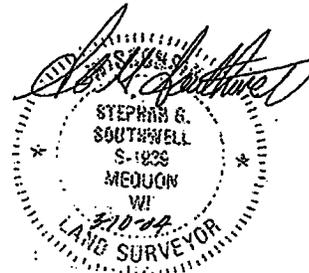
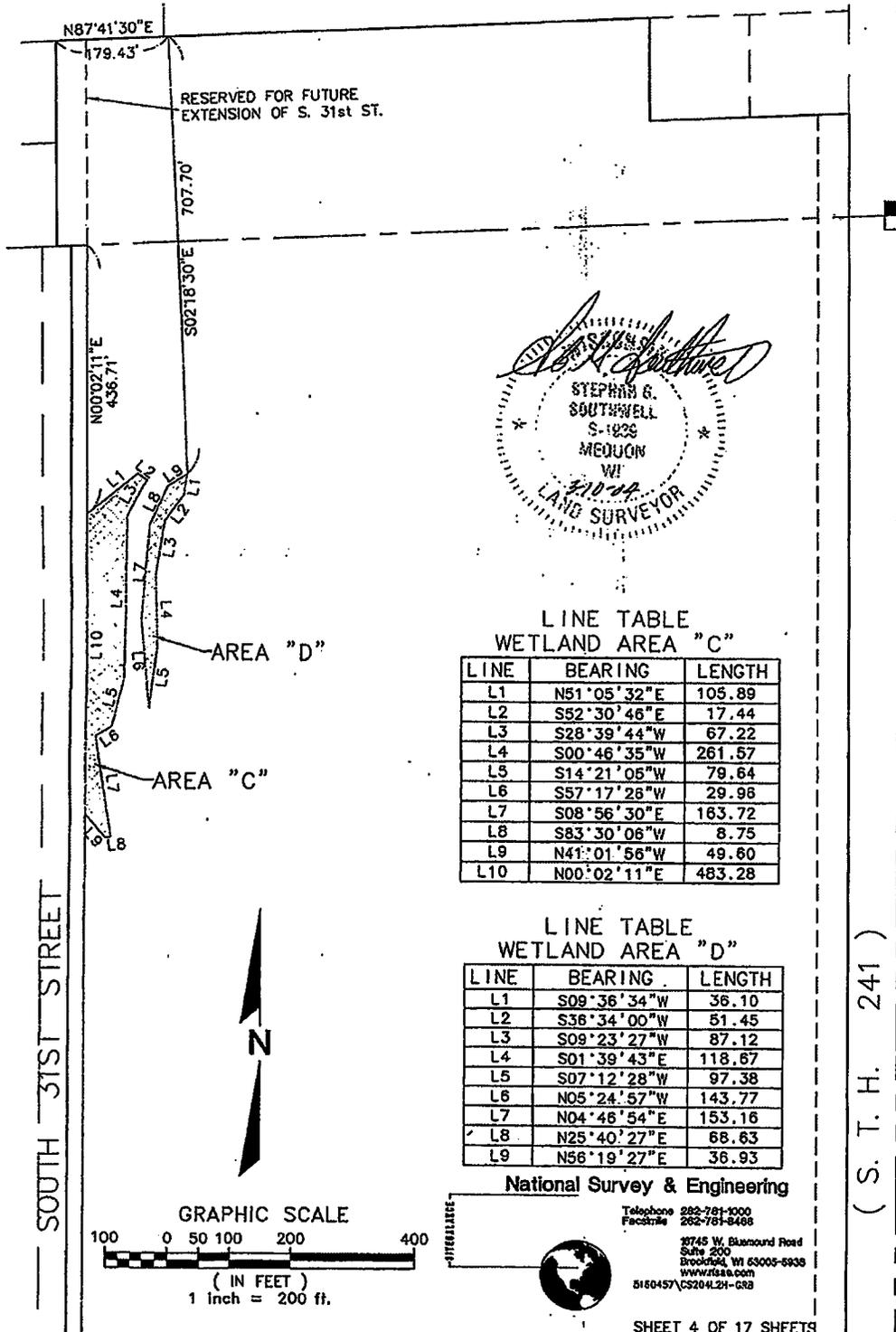
4745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-6838
www.nseas.com
5150457\0520021-028

WEST DREXEL AVENUE

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO: 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 IMAGE 1783



LINE TABLE
WETLAND AREA "C"

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

LINE TABLE
WETLAND AREA "D"

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

National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-8468

3745 W. Blumound Road
Suite 200
Brookfield, WI 53005-6938
www.nse.com

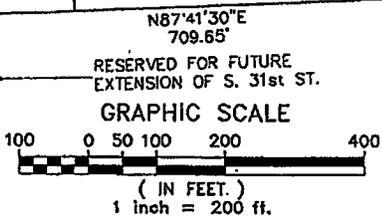
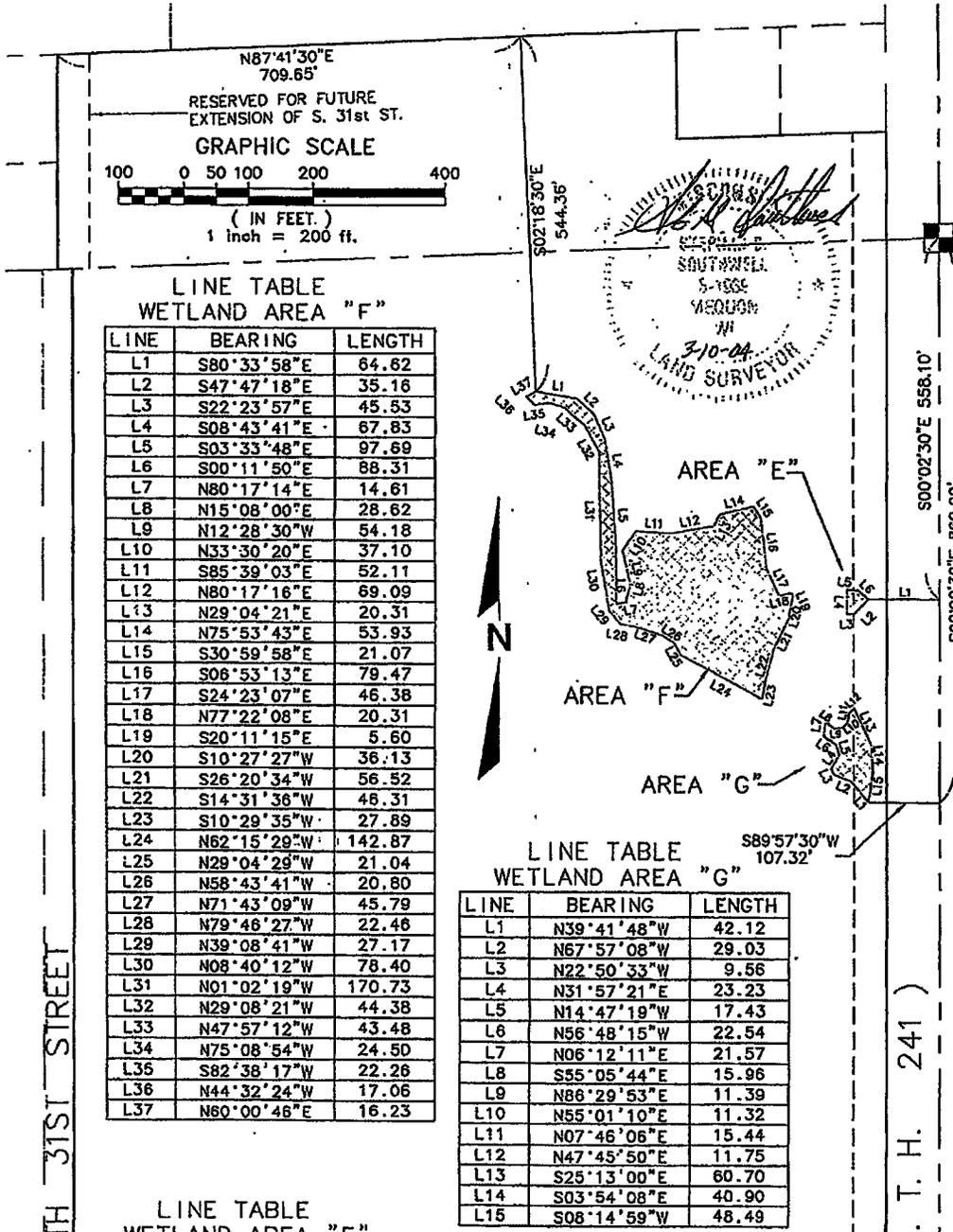
5160457\CS204L21-028



(S. T. H. 241)

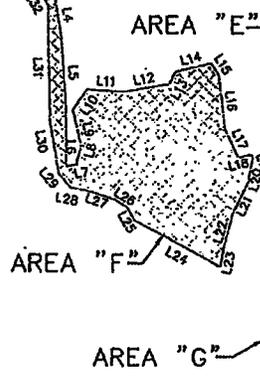
CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



LINE TABLE
WETLAND AREA "F"

LINE	BEARING	LENGTH
L1	S80°33'58"E	64.62
L2	S47°47'18"E	35.16
L3	S22°23'57"E	45.53
L4	S08°43'41"E	67.83
L5	S03°33'48"E	97.69
L6	S00°11'50"E	88.31
L7	N80°17'14"E	14.61
L8	N15°08'00"E	28.62
L9	N12°28'30"W	54.18
L10	N33°30'20"E	37.10
L11	S85°39'03"E	52.11
L12	N80°17'16"E	69.09
L13	N29°04'21"E	20.31
L14	N75°53'43"E	53.93
L15	S30°59'58"E	21.07
L16	S06°53'13"E	79.47
L17	S24°23'07"E	46.38
L18	N77°22'08"E	20.31
L19	S20°11'15"E	5.60
L20	S10°27'27"W	36.13
L21	S26°20'34"W	56.52
L22	S14°31'36"W	46.31
L23	S10°29'35"W	27.89
L24	N62°15'29"W	142.87
L25	N29°04'29"W	21.04
L26	N58°43'41"W	20.80
L27	N71°43'09"W	45.79
L28	N79°46'27"W	22.46
L29	N39°08'41"W	27.17
L30	N08°40'12"W	78.40
L31	N01°02'19"W	170.73
L32	N29°08'21"W	44.38
L33	N47°57'12"W	43.48
L34	N75°08'54"W	24.50
L35	S82°38'17"W	22.26
L36	N44°32'24"W	17.06
L37	N60°00'46"E	16.23



LINE TABLE
WETLAND AREA "G"

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

LINE TABLE
WETLAND AREA "E"

LINE	BEARING	LENGTH
L1	S89°57'30"W	107.53
L2	S43°38'25"W	31.03
L3	S86°01'49"W	12.03
L4	N01°13'58"E	36.62
L5	S83°52'21"E	18.10
L6	S47°28'21"E	19.81

SOUTH 31ST STREET

(S. T. H. 241)

REEL 5795
IMAGE 1784

National Survey & Engineering

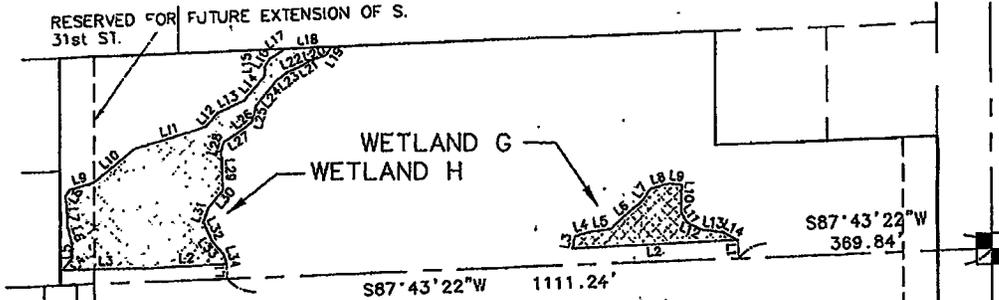
Telephone 262-781-1000
Facsimile 262-781-8468

19745 W. Elmwood Road
Suite 200
Brookfield, WI 53005-6936
www.nse.com
5160457/CS20SL2K-GR

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

RESERVED FOR FUTURE EXTENSION OF S. 31st ST.



REEL 5795 IMAGE 1785

LINE TABLE
WETLAND AREA "H"

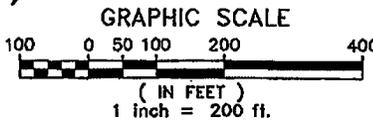
LINE	BEARING	LENGTH
L1	S02°16'38"E	21.84
L2	S86°40'13"W	115.11
L3	S88°46'42"W	122.53
L4	N37°26'30"E	22.83
L5	N02°15'08"W	21.69
L6	N14°10'48"W	20.76
L7	N03°18'36"W	48.40
L8	N31°35'22"E	10.48
L9	N75°06'03"E	33.87
L10	N50°24'49"E	80.56
L11	N73°17'00"E	108.50
L12	N40°29'30"E	28.84
L13	N65°25'56"E	41.27
L14	N39°46'28"E	46.88
L15	N00°59'41"W	12.98
L16	N31°42'52"E	14.64
L17	N57°50'11"E	26.65
L18	N87°41'30"E	65.87
L19	S33°52'47"W	15.46
L20	S70°33'51"W	25.46
L21	S58°21'28"W	15.33
L22	S67°39'08"W	15.93
L23	S53°54'44"W	22.71
L24	S39°09'10"W	48.49
L25	S12°37'14"W	23.37
L26	S46°51'01"W	15.59
L27	S57°30'41"W	34.52
L28	S16°37'15"W	14.63
L29	S03°00'52"E	56.09
L30	S39°31'43"W	34.80
L31	S18°42'17"W	21.94
L32	S25°23'56"E	30.70
L33	S41°46'45"E	24.85
L34	S15°09'33"E	13.97

LINE TABLE
WETLAND AREA "G"

LINE	BEARING	LENGTH
L1	S02°16'38"E	27.08
L2	S86°56'01"W	242.80
L3	N11°04'54"E	18.17
L4	N74°43'17"E	25.95
L5	N82°54'18"E	28.49
L6	N48°51'02"E	62.78
L7	N33°47'17"E	20.15
L8	N74°42'51"E	29.71
L9	S82°38'21"E	17.42
L10	S01°08'59"W	40.66
L11	S32°09'36"E	16.98
L12	S66°33'06"E	26.41
L13	S86°03'58"E	26.42
L14	S62°34'01"E	25.28

SOUTH 31ST STREET

(S. T. H. 241)

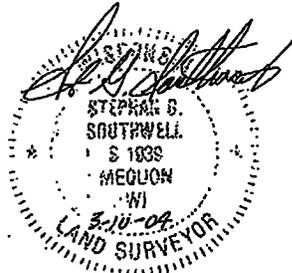


National Survey & Engineering

Telephone 262-781-2000
 Facsimile 262-781-8468
 16745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-6038
 www.nse.com
 5160457\CS206L21-R42C

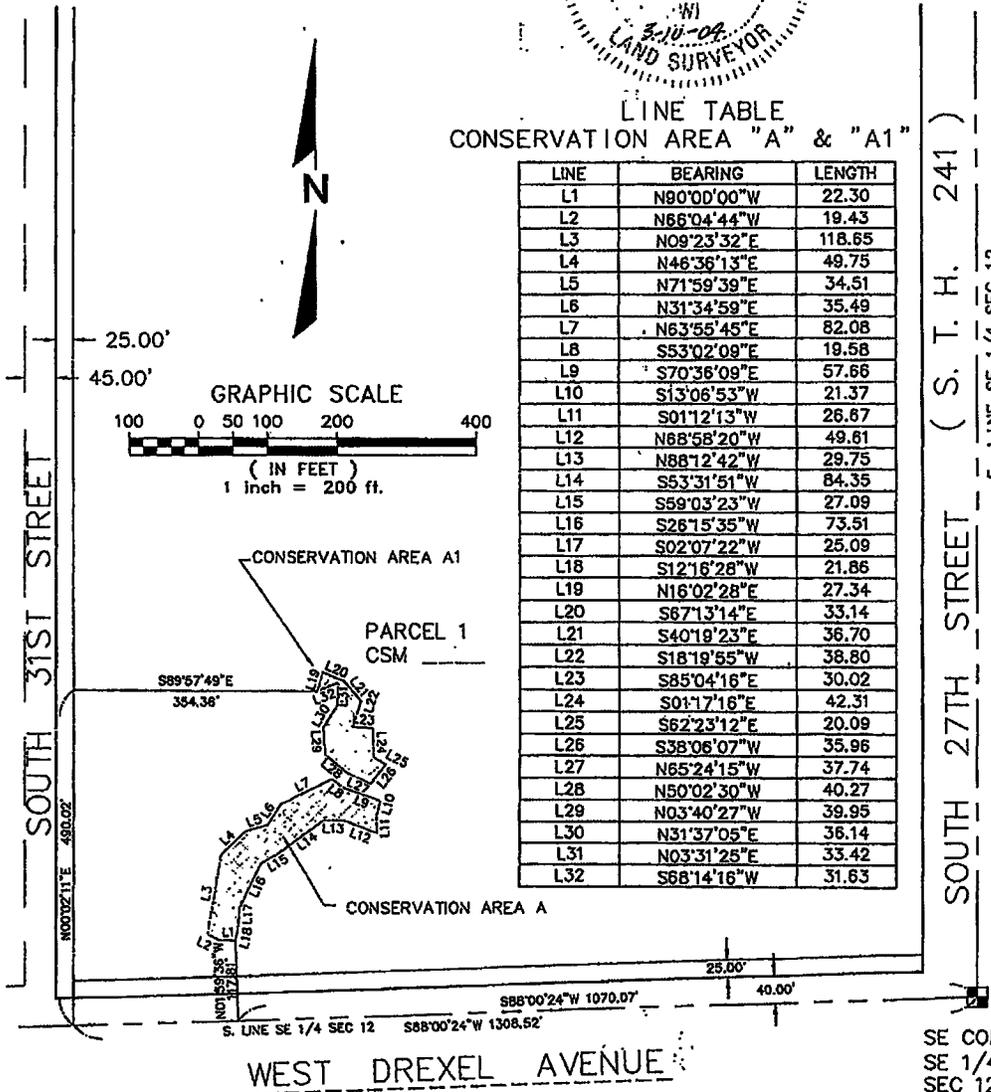
CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



LINE TABLE
CONSERVATION AREA "A" & "A1"

LINE	BEARING	LENGTH
L1	N90°00'00"W	22.30
L2	N66°04'44"W	19.43
L3	N09°23'32"E	118.65
L4	N46°36'13"E	49.75
L5	N71°59'39"E	34.51
L6	N31°34'59"E	35.49
L7	N63°55'45"E	82.08
L8	S53°02'09"E	19.58
L9	S70°36'09"E	57.66
L10	S13°06'53"W	21.37
L11	S01°12'13"W	26.87
L12	N68°58'20"W	49.61
L13	N88°12'42"W	29.75
L14	S53°31'51"W	84.35
L15	S59°03'23"W	27.09
L16	S26°15'35"W	73.51
L17	S02°07'22"W	25.09
L18	S12°16'28"W	21.86
L19	N16°02'28"E	27.34
L20	S67°13'14"E	33.14
L21	S40°19'23"E	36.70
L22	S18°19'55"W	38.80
L23	S85°04'16"E	30.02
L24	S01°17'16"E	42.31
L25	S62°23'12"E	20.09
L26	S38°06'07"W	35.96
L27	N65°24'15"W	37.74
L28	N50°02'30"W	40.27
L29	N03°40'27"W	39.95
L30	N31°37'05"E	36.14
L31	N03°31'25"E	33.42
L32	S68°14'16"W	31.63



REFL 5795 INARE 1786

National Survey & Engineering

Telephone 262-781-4000
Facsimile 262-781-0406
19745 W. Blumound Road
Suite 200
Brockfield, WI 53005-5936
www.nsea.com
5160457\CS2072H-RUK

CERTIFIED SURVEY MAP NO. 7389

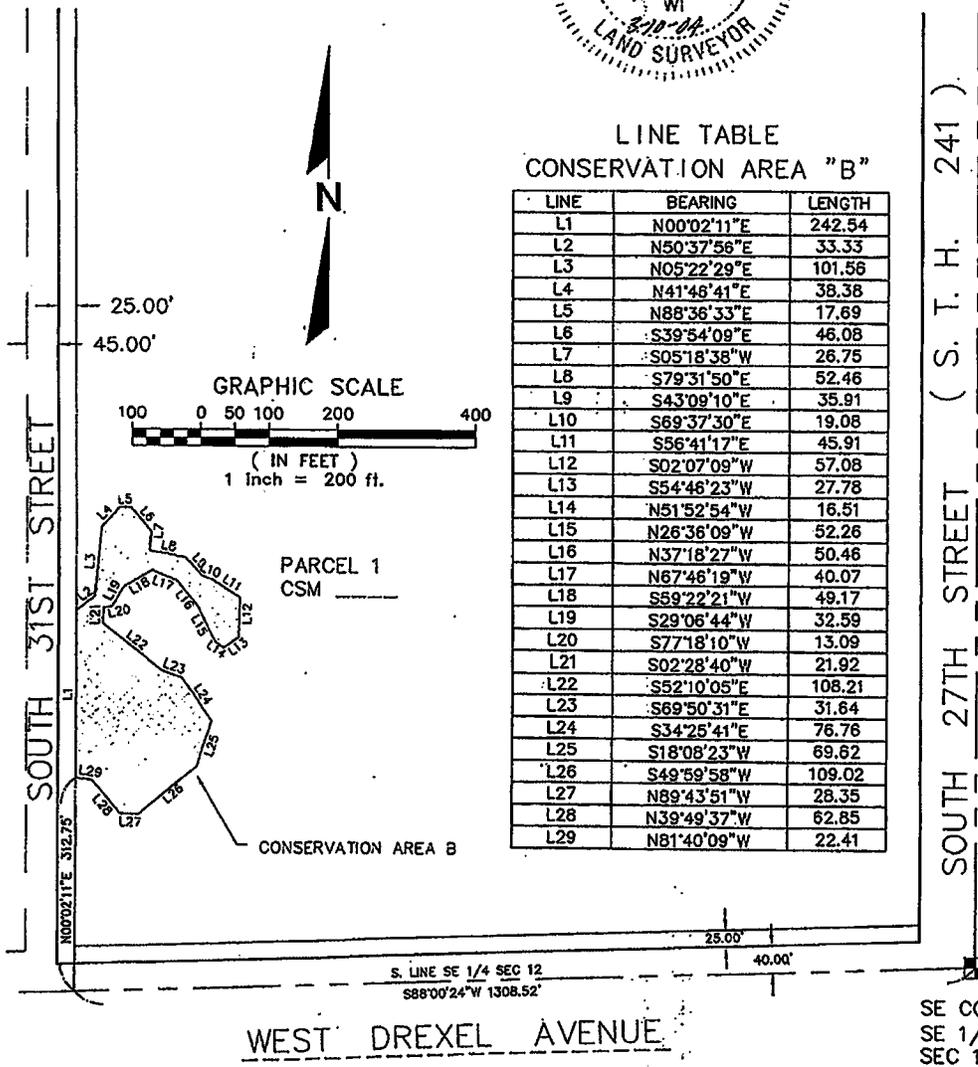
A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 IMAGE 1787



LINE TABLE
CONSERVATION AREA "B"

LINE	BEARING	LENGTH
L1	N00°02'11"E	242.54
L2	N50°37'56"E	33.33
L3	N05°22'29"E	101.56
L4	N41°46'41"E	38.38
L5	N88°36'33"E	17.69
L6	S39°54'09"E	46.08
L7	S05°18'38"W	26.75
L8	S79°31'50"E	52.46
L9	S43°09'10"E	35.91
L10	S69°37'30"E	19.08
L11	S56°41'17"E	45.91
L12	S02°07'09"W	57.08
L13	S54°46'23"W	27.78
L14	N51°52'54"W	16.51
L15	N26°36'09"W	52.26
L16	N37°18'27"W	50.46
L17	N67°46'19"W	40.07
L18	S59°22'21"W	49.17
L19	S29°06'44"W	32.59
L20	S77°18'10"W	13.09
L21	S02°28'40"W	21.92
L22	S52°10'05"E	108.21
L23	S69°50'31"E	31.64
L24	S34°25'41"E	76.76
L25	S18°08'23"W	69.62
L26	S49°59'58"W	109.02
L27	N69°43'51"W	28.35
L28	N39°49'37"W	62.85
L29	N81°40'09"W	22.41



SOUTH 27TH STREET (S. T. H. 241)

E. LINE SE 1/4 SEC 12
NO. 02.50"W 2660.77'

National Survey & Engineering

Telephone 262-761-0000
Facsimile 262-761-6466

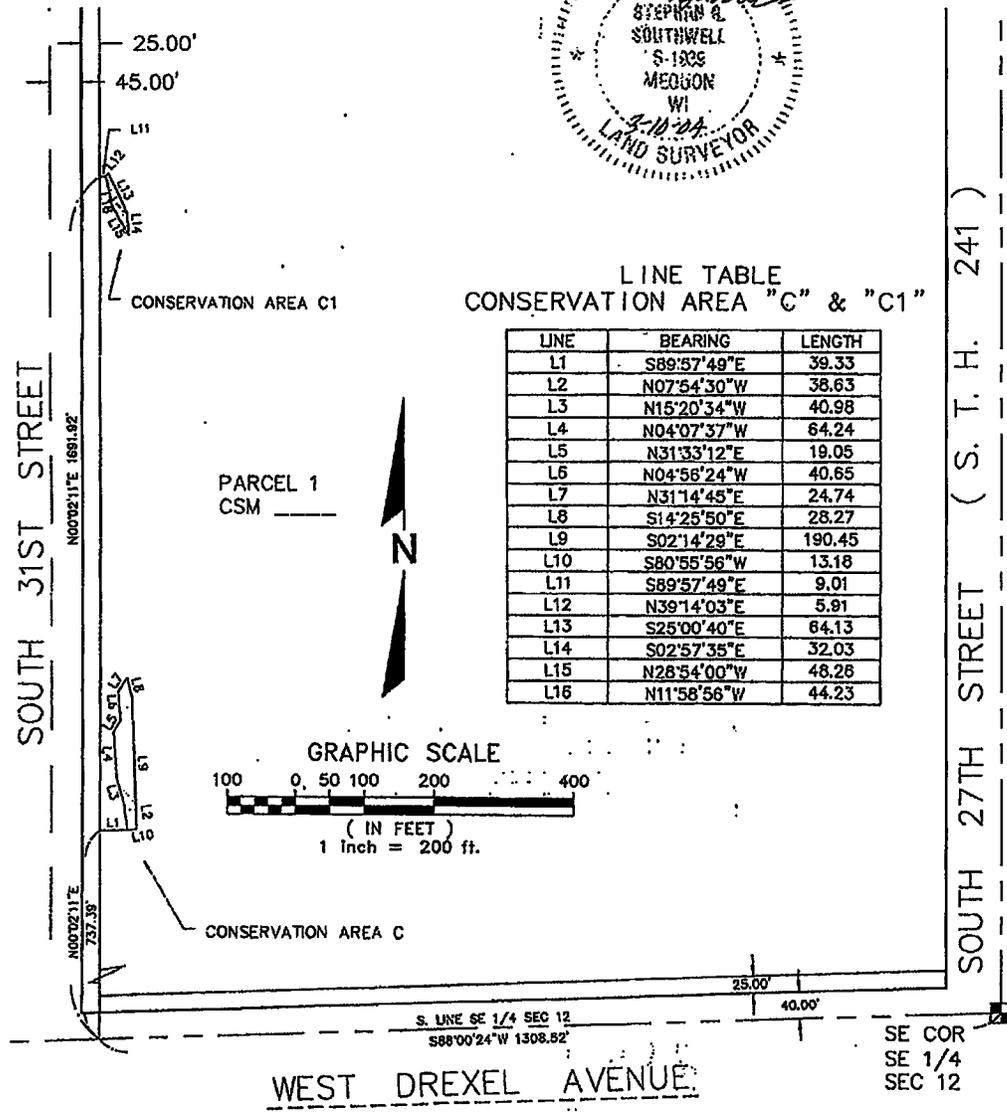
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-6838
www.nse.com

5160457\CS200821-CR2

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REF. 5795 IMAGE 1788



S:\11\1004\1\dwg\CS209124.dwg 03/09/01 01:13:19 Pp 14/15

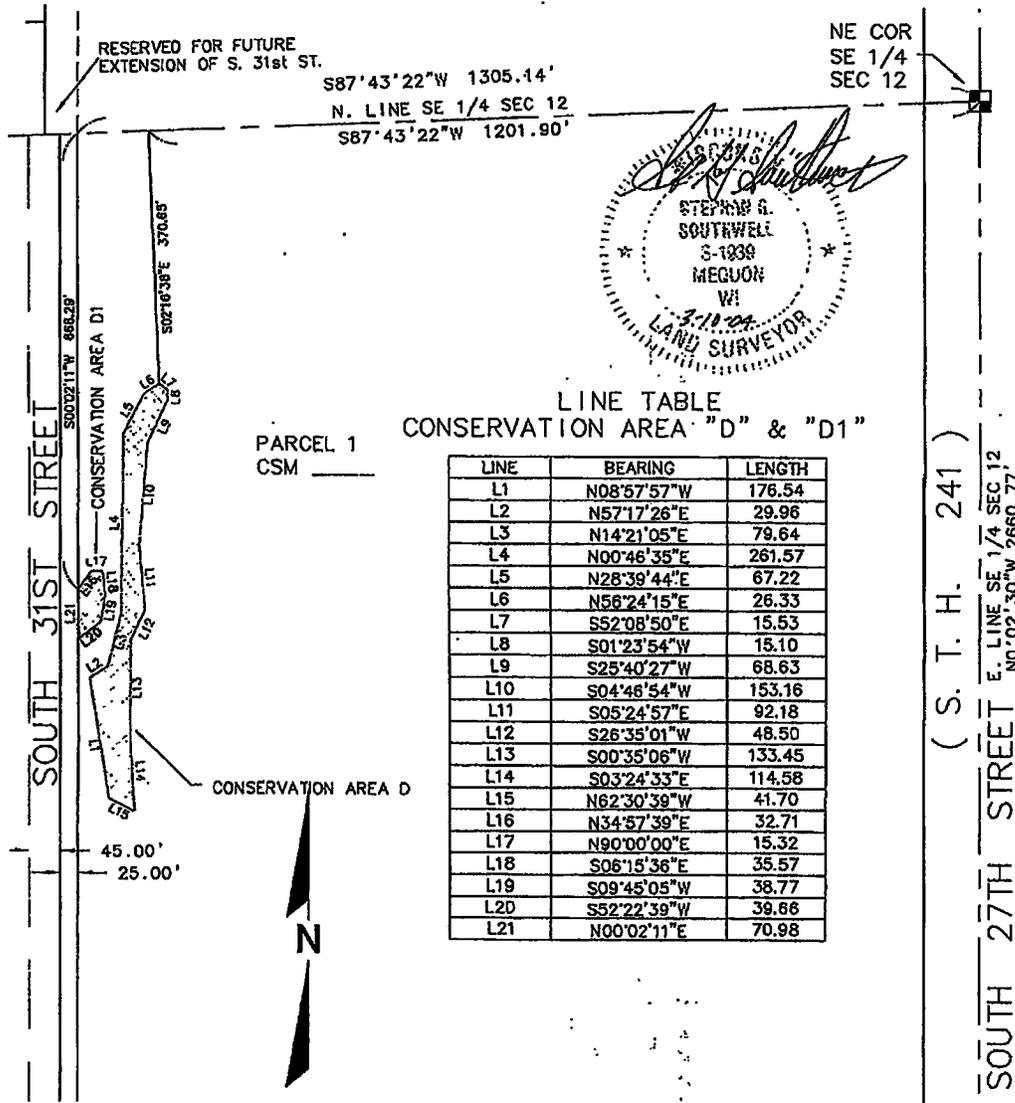
National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-8406
10745 W. Blumound Road
Suite 200
Brookfield, WI 53005-6836
www.nseae.com
5160457/CS209124-RVK

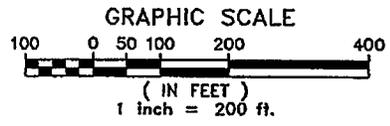
CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 IMAGE 1789



LINE	BEARING	LENGTH
L1	N08°57'57"W	176.54
L2	N57°17'26"E	29.96
L3	N14°21'05"E	79.64
L4	N00°46'35"E	261.57
L5	N28°39'44"E	67.22
L6	N58°24'15"E	26.33
L7	S52°08'50"E	15.53
L8	S01°23'54"W	15.10
L9	S25°40'27"W	68.63
L10	S04°46'54"W	153.16
L11	S05°24'57"E	92.18
L12	S26°35'01"W	48.50
L13	S00°35'06"W	133.45
L14	S03°24'33"E	114.58
L15	N62°30'39"W	41.70
L16	N34°57'39"E	32.71
L17	N90°00'00"E	15.32
L18	S06°15'36"E	35.57
L19	S09°45'05"W	38.77
L20	S52°22'39"W	39.66
L21	N00°02'11"E	70.98



National Survey & Engineering

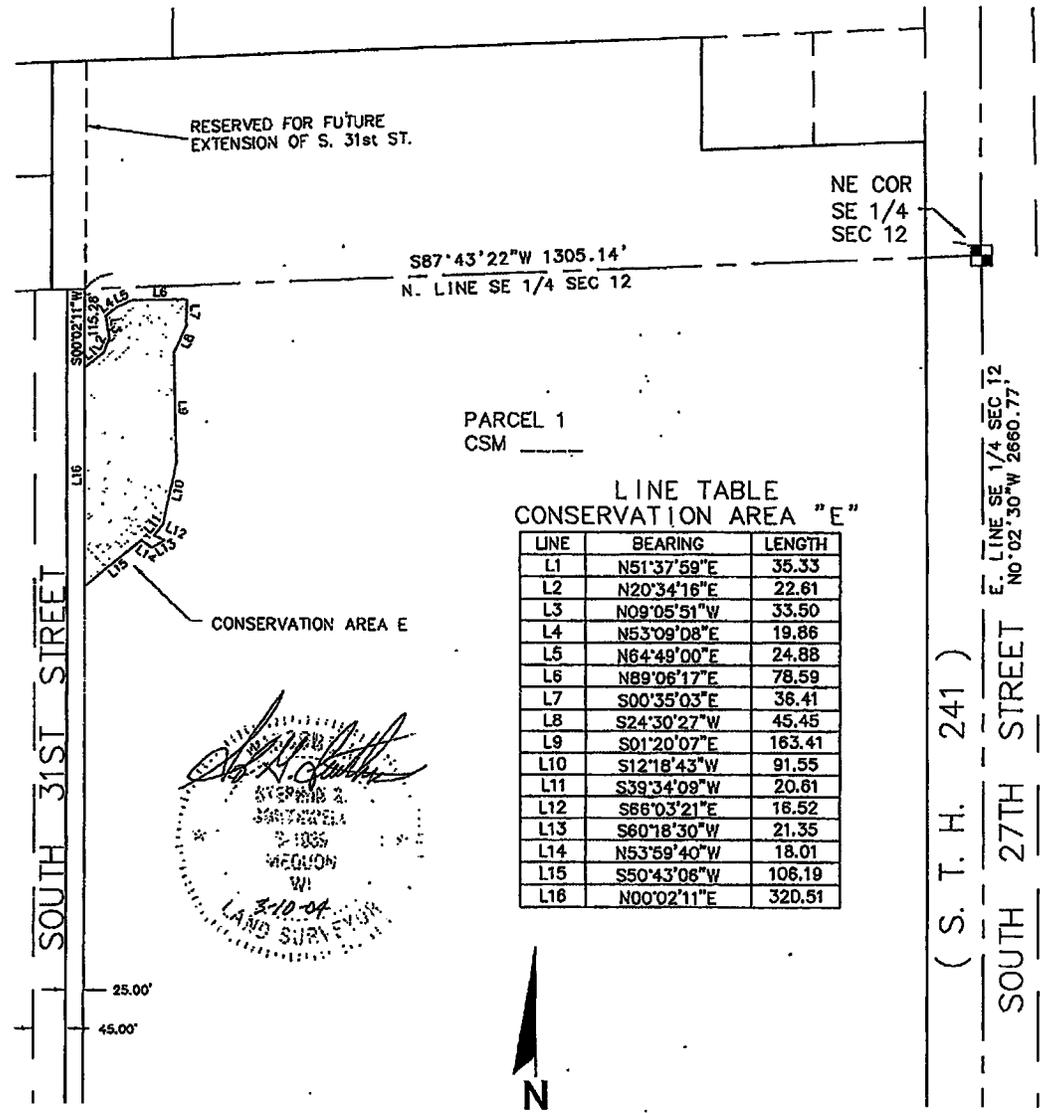
Telephone 262-781-0000
Facsimile 262-781-8468

15748 W. Blumound Road
Suite 200
Brookfield, WI 53005-8938
www.nse.com
5160457\CS20AL2H-RUC

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

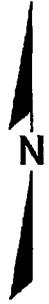
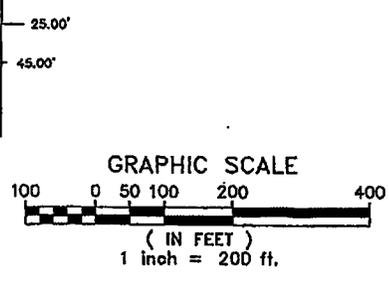
REEL 5795 INADE 1790



LINE TABLE
CONSERVATION AREA "E"

LINE	BEARING	LENGTH
L1	N51°37'59"E	35.33
L2	N20°34'16"E	22.61
L3	N09°05'51"W	33.50
L4	N53°09'08"E	19.86
L5	N64°49'00"E	24.88
L6	N89°06'17"E	78.59
L7	S00°35'03"E	36.41
L8	S24°30'27"W	45.45
L9	S01°20'07"E	163.41
L10	S12°18'43"W	91.55
L11	S39°34'09"W	20.61
L12	S66°03'21"E	18.52
L13	S60°18'30"W	21.35
L14	N53°59'40"W	18.01
L15	S50°43'06"W	106.19
L16	N00°02'11"E	320.51

STEPHEN A. SARAVELLA
SURVEYOR
NO. 1036
COMMISSION
WI
3-10-04
LAND SURVEYOR



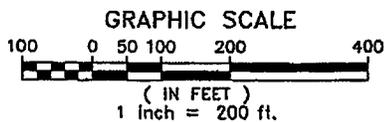
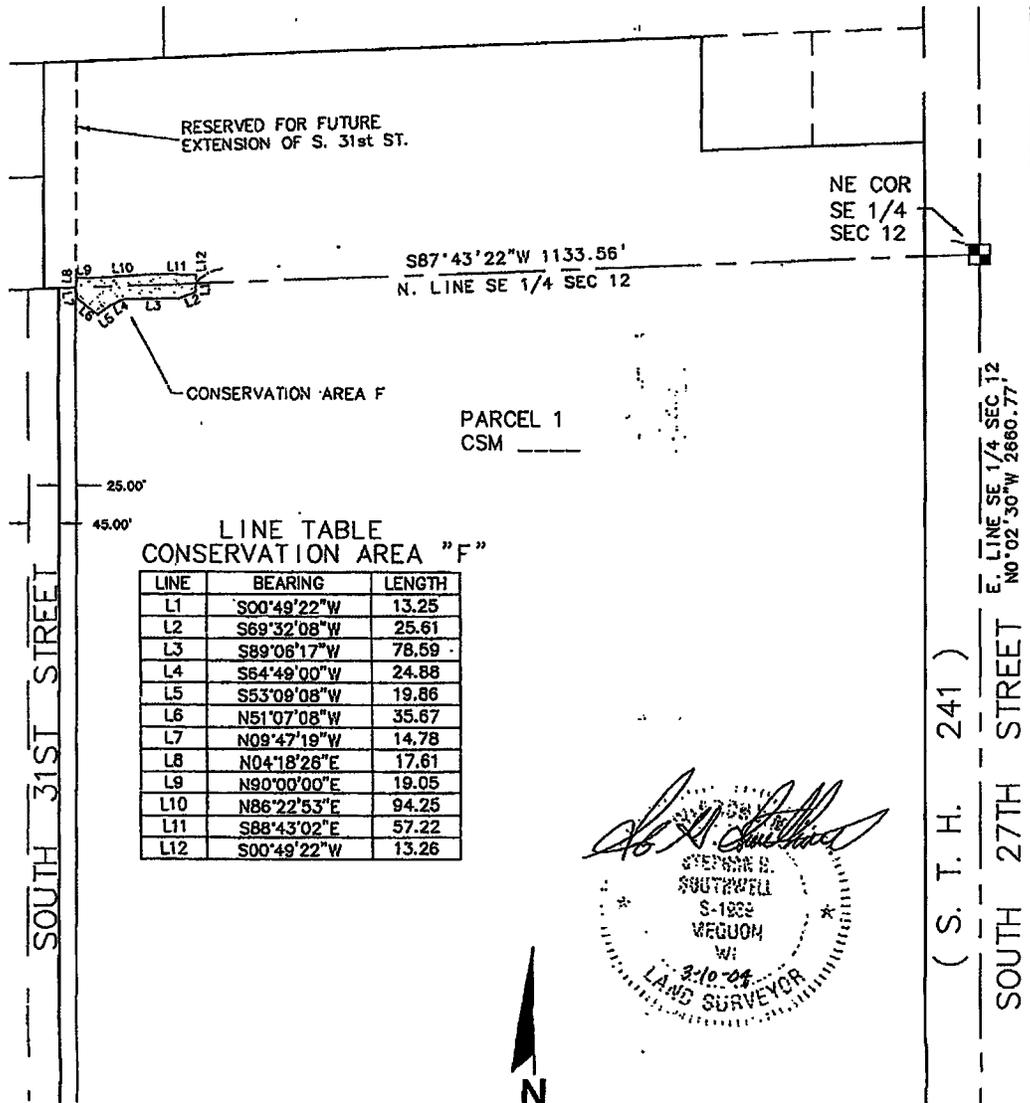
National Survey & Engineering

Telephone 262-781-1000
 Facsimile 262-781-8466
 19745 W. Blumound Road
 Suite 200
 Brookfield, WI 53005-6838
 www.nse.com
 5160457\CS200L24-RMK

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REFL 5795 IMAGE 1791



National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-8408

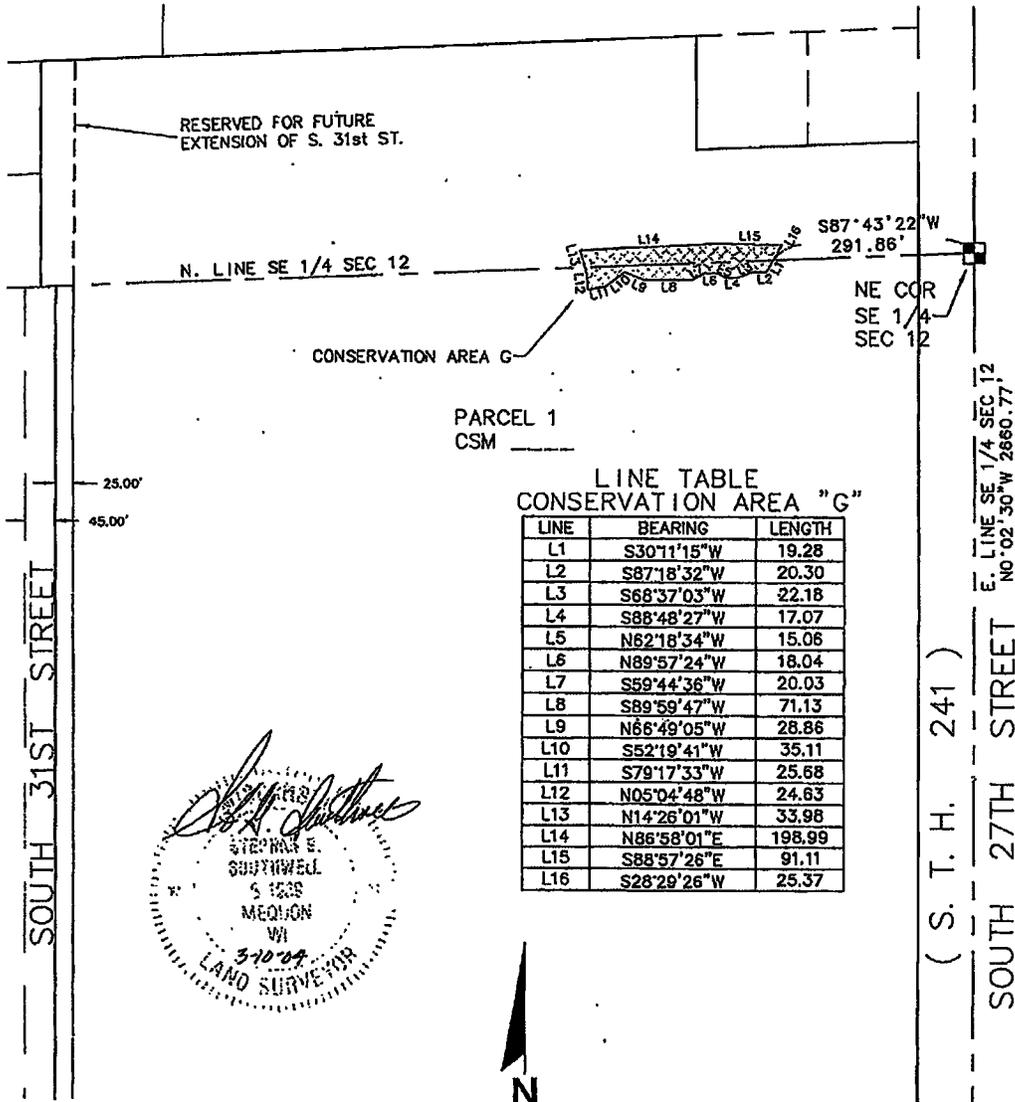
18745 W. Blumound Road
Suite 200
Brookfield, WI 53005-0838
www.nse.com
5160457\CS20CL24-RVC



CERTIFIED SURVEY MAP NO. 7389

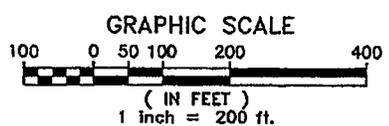
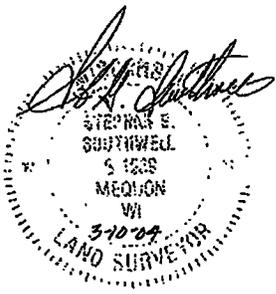
A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12. TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 RANGE 1792



LINE TABLE
CONSERVATION AREA "G"

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



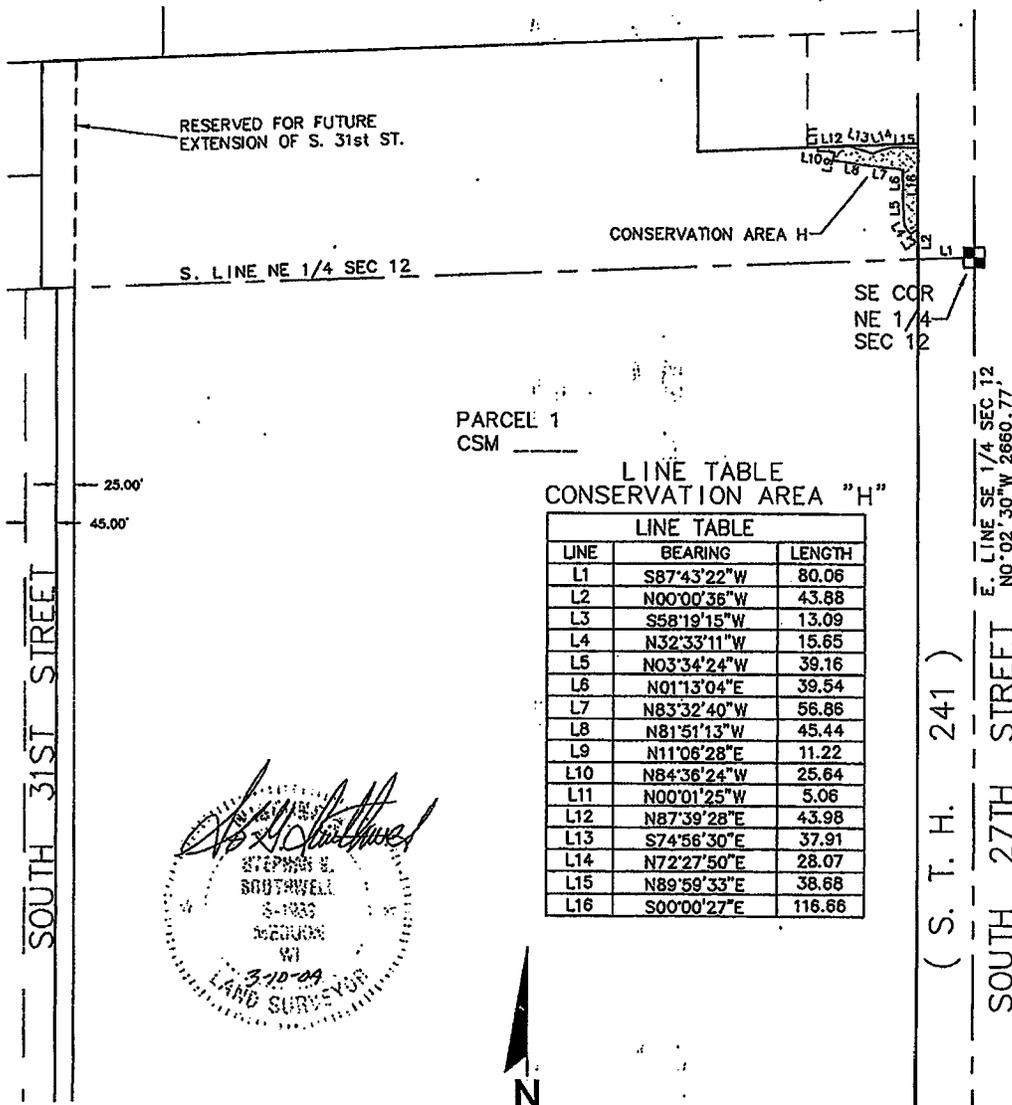
National Survey & Engineering

Telephone 262-781-1000
 Facsimile 262-781-8486
 18745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-6938
 www.nse.com
 5160457\CS20021-RW

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

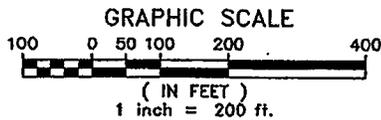
REEL : 5795 IMAGE : 1793



LINE TABLE
CONSERVATION AREA "H"

LINE	BEARING	LENGTH
L1	S87°43'22"W	80.06
L2	N00°00'36"W	43.88
L3	S58°19'15"W	13.09
L4	N32°33'11"W	15.65
L5	N03°34'24"W	39.16
L6	N01°13'04"E	39.54
L7	N83°32'40"W	56.86
L8	N81°51'13"W	45.44
L9	N11°06'28"E	11.22
L10	N84°36'24"W	25.64
L11	N00°01'25"W	5.06
L12	N87°39'28"E	43.98
L13	S74°56'30"E	37.91
L14	N72°27'50"E	28.07
L15	N89°59'33"E	38.68
L16	S00°00'27"E	116.66


 STEPHEN E. SOUTHWELL
 S-1933
 WISCONSIN
 WI
 3-10-09
 LAND SURVEYOR



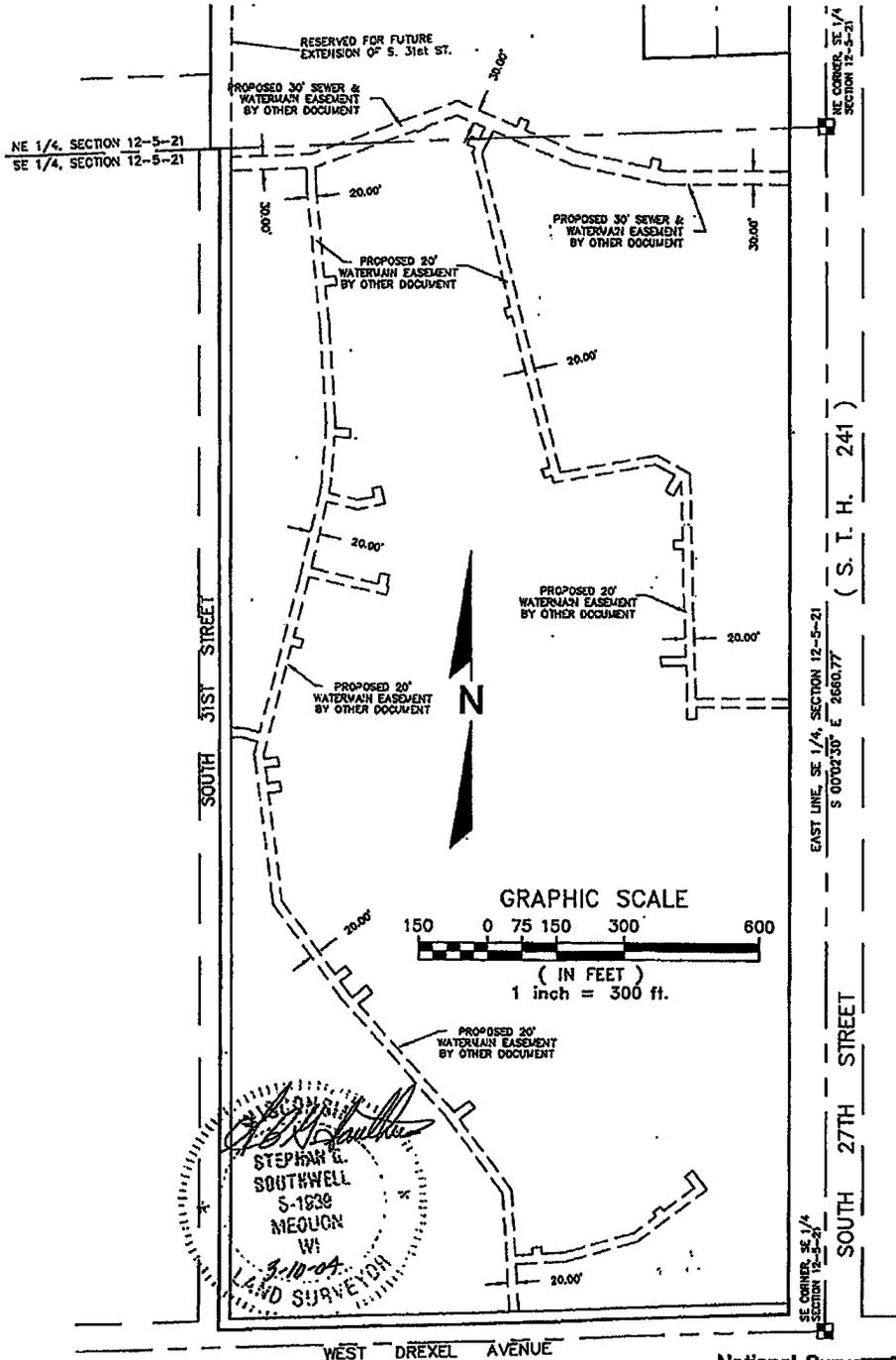
National Survey & Engineering

Telephone 262-781-1000
 Facsimile 262-781-8498
 16745 W. Blumound Road
 Suite 200
 Brookfield, WI 53005-6838
 www.nsea.com
 5160457/CS20E124-RUX

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 IMAGE 1794



STEPHAN E. SOUTHWELL
S-1939
MEUCON
WI
3-10-04
LAND SURVEYOR

National Survey & Engineering

Telephone 262-781-0000
Facsimile 262-781-8400

18746 W. Bluemound Road
Suite 200
Brookfield, WI 53006-5038
www.nse.com
5180457/CS21FL24-BLK

CERTIFIED SURVEY MAP NO. 7389

A division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

REEL : 5795 IMAGE 1795

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
WAUKESHA COUNTY }

I, STEPHAN G. SOUTHWELL, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

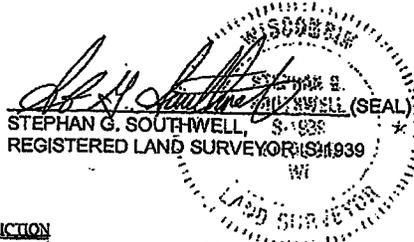
COMMENCING at the Northeast corner of said Southeast 1/4 Section; thence South 87°43'22" West along the North line of said Southeast 1/4 Section 80.06 feet to the West line of South 27th Street and the point of beginning of the lands to be described; thence South 00°02'30" East along said West line 2620.35 feet to the North line of West Drexel Avenue; thence South 88°00'24" West along said North line 1253.44 feet to the East line of South 31st Street and the West line of the East 1/2 of the Southeast 1/4 of said Section 12; thence North 00°02'11" East along said West line 2614.28 feet to the South line of the Northeast 1/4 of said Section 12; thence South 87°43'22" West along said South line 22.49 feet to a point; thence North 00°02'14" East 331.39 feet to the South line of Certified Survey Map No. 5794; thence North 87°41'30" East along said South line 949.76 feet to a point; thence South 00°00'27" East 165.93 feet to a point; thence North 87°42'58" East 322.60 feet to the West line of South 27th Street; thence South 00°00'27" East along said West line 166.00 feet to the point of beginning. Containing 3,642,262 square feet or 83.6148 acres.

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

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 provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance Division 15 in surveying, dividing and mapping said lands.

3/10/04
DATE



ACCESS RESTRICTION

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

NOISE ABATEMENT

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

CERTIFIED SURVEY MAP NO. 7389

A division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said corporation caused the land described on this map to the surveyed, divided and mapped as represented on this map.

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

WITNESS the hand and seal of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, has caused these presents to be signed by Thomas E. Dyer, its Vice President and countersigned by Catherine Young, its Assistant Secretary, this 11th day of March, 2004.

In the presence of:

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Jo N. Rubin

Thomas E. Dyer

Janet Rose

Catherine Young

STATE OF WISCONSIN }
 :SS
MILWAUKEE COUNTY }

PERSONALLY came before me this 11th day of March, 2004, the above named Thomas E. Dyer, Vice President and Catherine Young, Assistant Secretary, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers, by its authority.

Michelle Ann Scheel (SEAL)
Notary Public, State of Wisconsin
My commission expires 9/19/04
~~My commission is permanent.~~

CITY OF FRANKLIN COMMON COUNCIL

APPROVED by the Common Council of the City of Franklin by Resolution No. 2002-5407 signed on this 11th day of March, 2004.



Frederick F. Klimetz
FREDERICK F. KLIMETZ, MAYOR
Sandra L. Wesolowski
SANDRA L. WESOLOWSKI, CITY CLERK

REEL 5795 INAGE 1796

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2026
REPORTS AND RECOMMENDATIONS	A Resolution Conditionally Approving a Revised Two-Lot Certified Survey Map, Being a Part of a Part of Parcel 1, in Certified Survey Map NO. 7389, Being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, In Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Brian Konym, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners)	ITEM NUMBER D.4.

(Item 2 of 2, Costco CSM)

This application is a revised request to create a new parcel from a portion of the property owned by Northwestern Mutual Life, to allow for a future retail development on the Southeast corner of their existing lot. The revised CSM does not depict DOT requirements that will be released. No other aspect have changed.

This CSM was previously conditionally approved by Common Council on September 16, 2025. The applicants are requesting this revision due to the fact that the WI Department of Transportation has released a setback which was required to be shown on the face of the CSM.

At the February 19, 2026 regular meeting, the Plan Commission carried a motion recommending approval of the revised Certified Survey Map.

Fiscal Impact: Not Applicable

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution Conditionally Approving a Revised Two-Lot Certified Survey Map, Being a Part of a Part of Parcel 1, in Certified Survey Map NO. 7389, Being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, In Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Brian Konym, Northwestern Mutual Life Insurance) (Northwestern Mutual Life Insurance, Property Owners)

RESOLUTION NO. 2026-_____

A RESOLUTION CONDITIONALLY APPROVING A REVISED TWO-LOT CERTIFIED SURVEY MAP, BEING A PART OF A PART OF PARCEL 1, IN CERTIFIED SURVEY MAP NO. 7389, BEING IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 12, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BRIAN KONYN, NORTHWESTERN MUTUAL LIFE INSURANCE) (NORTHWESTERN MUTUAL LIFE INSURANCE, PROPERTY OWNERS)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of a part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and adopted RES 2025-8378 on September 16, 2025 approving requested Certified Survey Map; and

WHEREAS, the applicants now request approval of a revised Certified Survey Map depicting an updated setback on S. 27th St., which the WI Department of Transportation released; and

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

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

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building

NORTHWESTERN MUTUAL LIFE INSURANCE – CERTIFIED SURVEY MAP
RESOLUTION NO. 2026-_____

Page 2

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. Northwestern Mutual Life Insurance, successors and assigns, and any developer of the Northwestern Mutual Life Insurance two (2) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Northwestern Mutual Life Insurance and the two (2) lot certified survey map project for the property located at 2710 W. Drexel Avenue, 1 & 2 Northwestern Mutual Way (TKN 786 9980 003: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall apply for a Site Plan Amendment to account for changes to their site resulting from the CSM prior to the approval of any Site Plan for development of the new Lot 1.
7. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

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

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

NORTHWESTERN MUTUAL LIFE INSURANCE – CERTIFIED SURVEY MAP
RESOLUTION NO. 2026-_____

Page 3

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 _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION



E.2.

Meeting of February 19, 2026

Certified Survey Map Update

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

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

The application before the Commission today is a request to update a previously approved two-lot Certified Survey Map (CSM). The applicant, Northwestern Mutual Life Insurance, is seeking approval of a CSM to create a new parcel from a portion of the property which is undeveloped. The applicants are requesting this revision due to the fact that the WI Department of Transportation has released a setback which was required to be shown on the face of the easement.

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

The proposed land division was reviewed by Plan Commission on August 7, 2025, and conditionally approved by Common Council on September 16, 2025 (RES 2025-8378). A final version was submitted for City signatures and recording, however, during the final review process the applicants were notified that this release would occur. The related setback line is no longer required to be depicted. No other aspects of the CSM have changed.

Recommendation

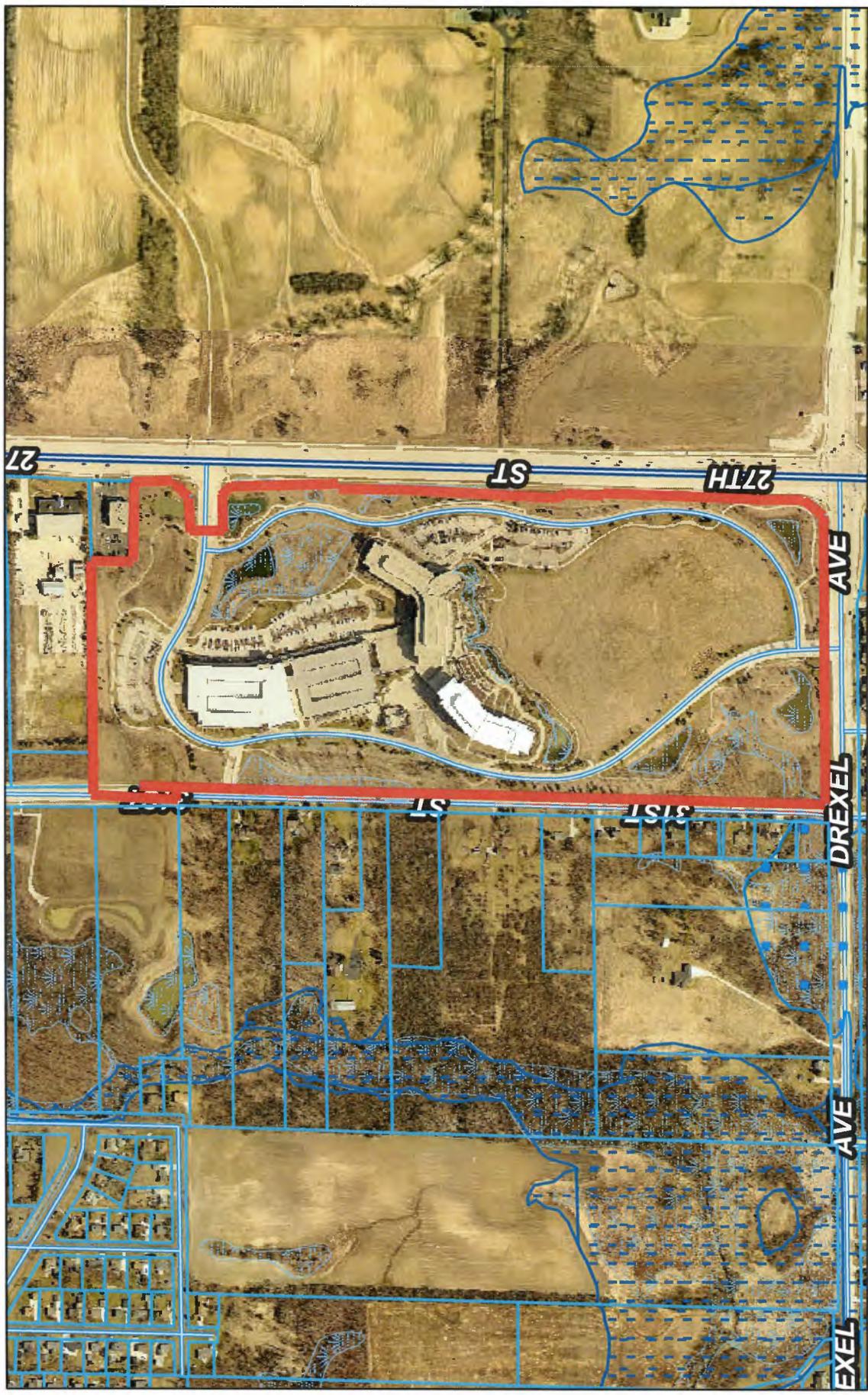
All resolutions are drafted with a standard set of condition relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Staff recommends the new

resolution include the same conditions as RES 2025-8378 based on review of these applications for compliance with the Unified Development Ordinance:

Exhibits:

- Applicant Exhibits

City of Franklin Property Viewer



7/31/2025, 8:53:26 AM

Parcel

1:9,028
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km
SE Wisc Reg Planning Comm. SEWRPC. Maxlar



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

collaborāte / formulāte / innovāte

February 9, 2026

City of Franklin
Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132

SUBJECT: Costco Wholesale- Franklin, WI

Dear Planning Department:

Costco Wholesale Corporation (Costco) and Agents, in conjunction with Northwestern Mutual, hereby present this application for a Certified Survey Map (CSM). The hard copies are per the City's request for the February 19th Plan Commission and the March 3rd Common Council meetings.

We are including the following items in our submittal:

- 12 Copies of the following:
 - Application Form
 - Narrative and illustration of changes from previous Plan Commission submittal
 - Certified Survey Map
 - Access Modification Letter
- Electronic copies will be emailed to the City before February 9, 2026.
- Northwestern Mutal will pay the CSM recording Fee upon approval

Sincerely,

Ben Langemeier, PE
Project Manager

BRL: brl

X:\ML\2024\20240222\Correspondence\Submittals\2026-02-09 CSM PC and CC submittal

Project Description – Northwestern Mutual Parcel – South 27th Street

Costco Wholesale Corporation is planning to develop the northwest corner of the intersection of South 27th Street and West Drexel Avenue in the City of Franklin, Wisconsin. The parcel is a 20.1757-acre site that is to be subdivided from a larger, existing 79.5-acre parcel owned by The Northwestern Mutual Life Insurance Company.

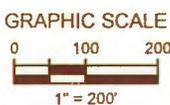
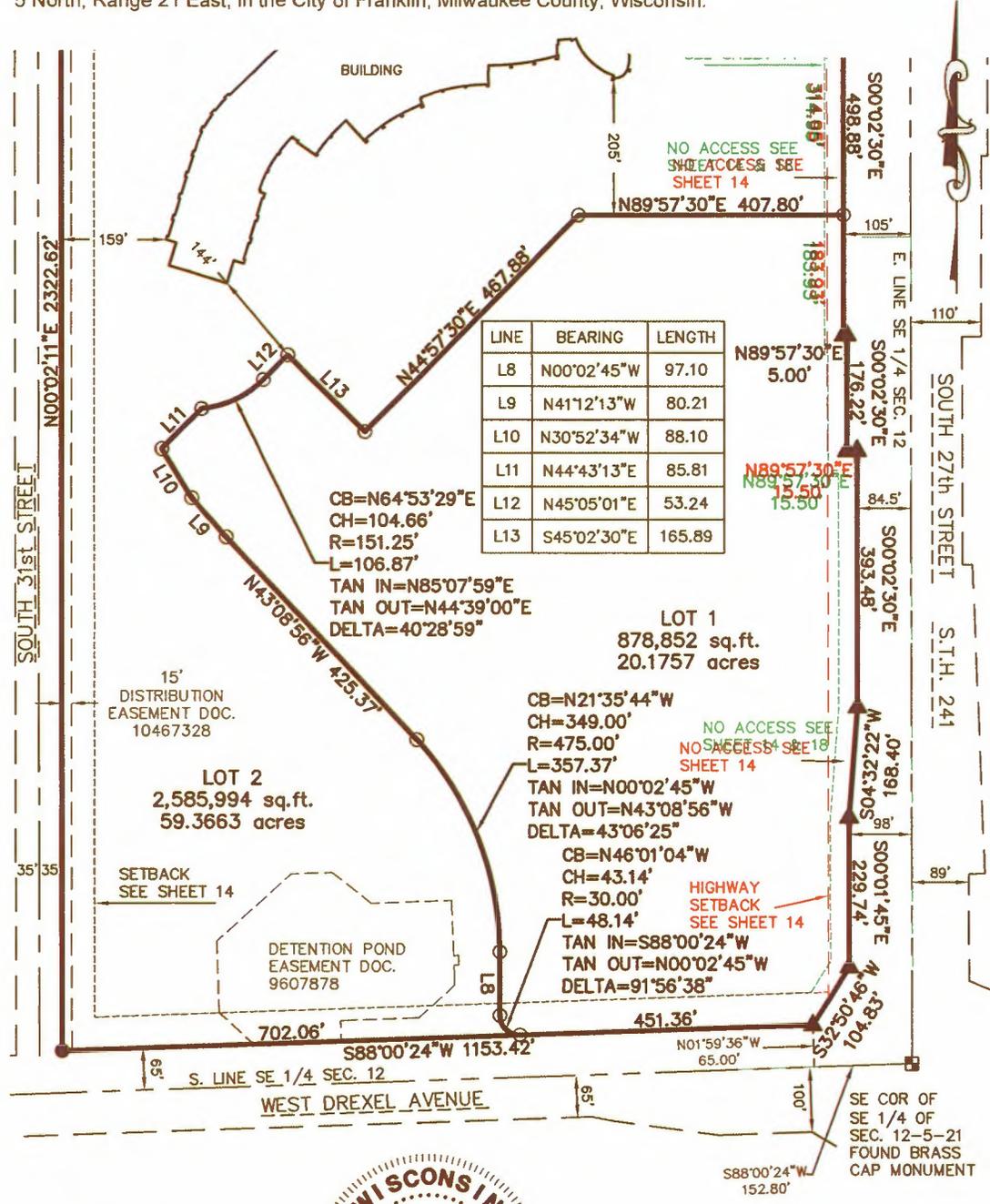
The portion of the site Costco is anticipating developing is undeveloped and was rough graded with the 2001 development of the Northwestern Mutual campus to the north. The non-campus portion of the site includes stormwater ponds that capture runoff from the campus and landscape features (including the large prairie area) that were installed with the intent of development at a later date.

The project is planning to commence construction during the 2026 Construction Schedule. And opening in late 2026.

The CSM is being resubmitted as a result of a Wisconsin Department of Transportation Rescission of Restrictions, a copy is attached via electronic and paper copies submittal. To assist with understanding, an overlay of the two CSMs has also been provided.

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



John P. Casucci

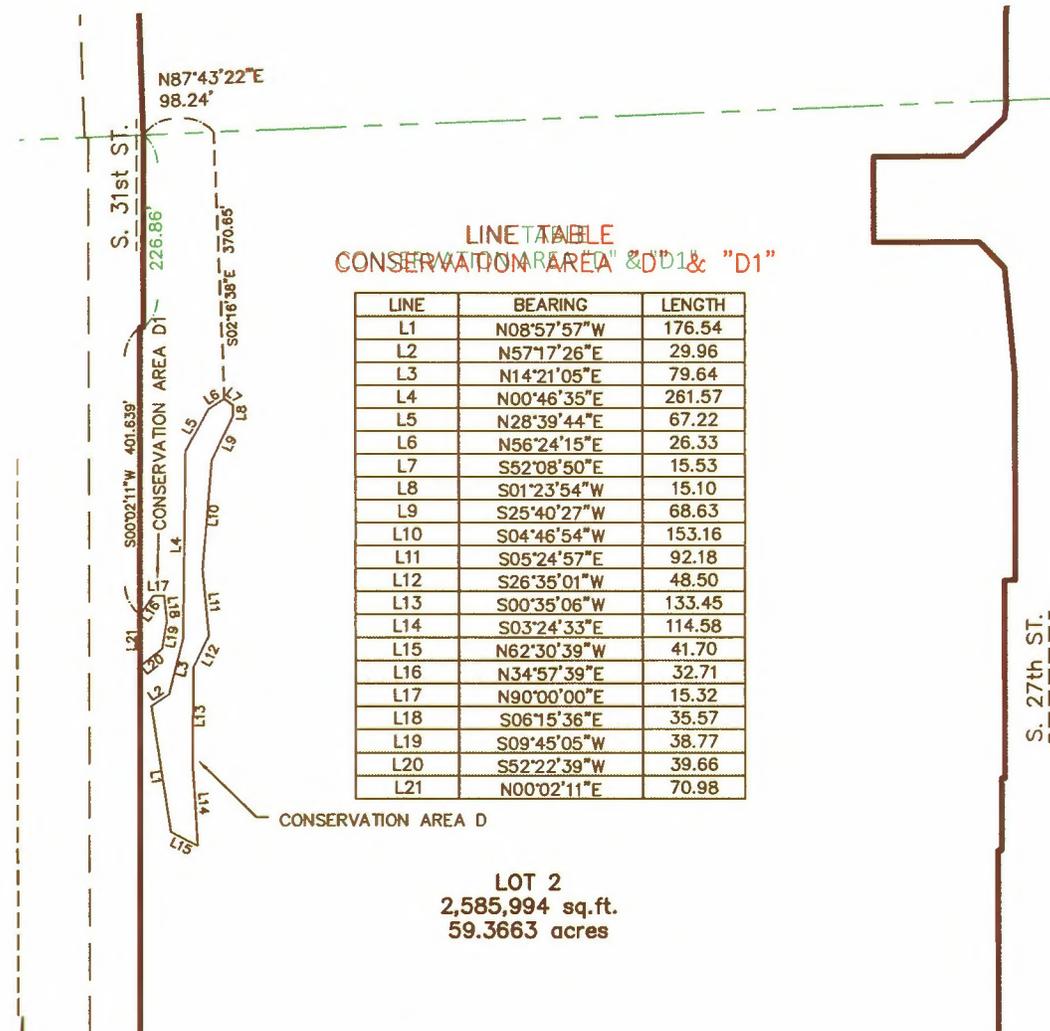
raSmith
CREATIVITY BEYOND ENGINEERING

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

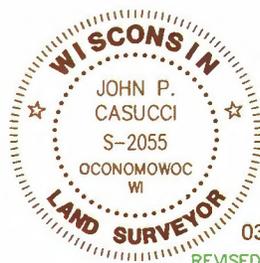
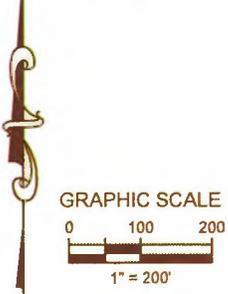
CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Conservation Area per Certified Survey Map No. 7389.



LOT 2
2,585,994 sq.ft.
59.3663 acres



John P. Casucci

03/18/2025

REVISED 01-05-26

raSmith
CREATIVITY BEYOND ENGINEERING

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

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

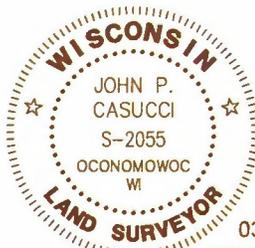
~~DOT CERTIFICATION 406240-249000 FOR PERMITTED SURVEY MAP NO. 7389~~

~~AND CORRECTION INSTRUMENT RECORDED AS DOCUMENT NO. _____~~

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

~~Access Restriction~~
All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway within the right-of-way of U.S.H. 241 except for one access point to STD 241 at the existing median opening approximately 1,765 feet north of Dexter Ave. All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of U.S.H. 241, it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its assigns. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable.

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



John P. Casucci

03/18/2025

REVISED 01-05-26

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, S-2055

**Correction Instrument
Rescission of Trans 233 Restrictions**

Wisconsin Department of Transportation
DT 1458

Pursuant to s.236.295(1)(a), Wis. Stats., I, Kolin Erickson, authorized Wisconsin Department of Transportation representative, certify that in the plat of:

Legal Description: CSM 7389 being a division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. Recorded in the Milwaukee County Register of Deeds Office on March 16, 2004.

This correction instrument is for the purpose of modifying the above document as follows:

Modify the access restriction to allow 1 Access Point to STH 241 at the existing median opening approximately 1,265 feet north of Drexel Ave

To remove the 50 foot highway setback restriction and the setback language.

This space is reserved for recording data

Wisconsin Department of Transportation
SE Region
141 NW Barstow St
PO Box 798
Waukesha, WI 53187-0798
ATTN: Sue King

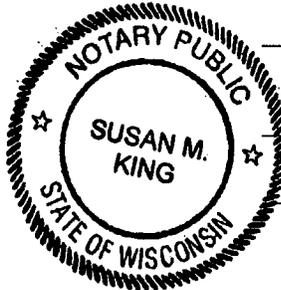
Parcel Identification Number/Tax Key Number
7869980003

Kolin Erickson

(Authorized DOT Signature)

Kolin Erickson

(Print Name)

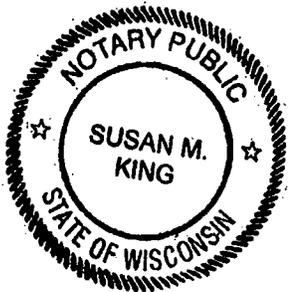


Kathryn M. Kuecker

(Surveyor Signature)

KATHRYN KUECKER

(Print Name)



State Approval Notary Certificate

State of Wisconsin)
Waukesha County) ss.

Subscribed and sworn to before me this date: 12/11/25

Susan M. King

(Signature, Notary Public, State of Wisconsin)

SUSAN M KING

(Print or Type Name, Notary Public, State of Wisconsin)

9/12/27

(Date Commission Expires)

Surveyor Approval Notary Certificate

State of Wisconsin)
Waukesha County) ss.

Subscribed and sworn to before me this date: 9/12/27

Susan M. King

(Signature, Notary Public, State of Wisconsin)

SUSAN M KING

(Print or Type Name, Notary Public, State of Wisconsin)

9/12/27

(Date Commission Expires)

Approval Certification

(Date)

(Name of Local Government)
Approved for recording by the government identified above

(Authorized Local Government Signature)

(Print or Type Name)

Local Government Approval Notary Certificate

State of Wisconsin)
) ss.
_____ County)

Subscribed and sworn to before me this date: _____

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)



Division of Transportation
System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Governor Tony Evers
Secretary Kristina Boardman
wisconsindot.gov
Telephone: (262) 548-5903
FAX: (262) 548-5662
Email: ser.dtsd@dot.wi.gov

EXHIBIT A

CSM 7389 being a division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. Recorded in the Milwaukee County Register of Deeds Office on March 16, 2004.

The Department of Transportation has reviewed your request to modify the access and release setback restriction/s on the above referenced property.

The Department hereby releases the 50 foot highway setback restriction and setback language.

The access restriction/s is hereby modified as follows: To allow 1 Access Point to STH 241 at the existing median opening approximately 1,265 feet north of Drexel Ave.

It is required that this release be incorporated into a correction document under ss. 236.295 wis.stats., as an Exhibit

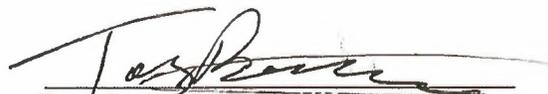

Tony Barth, SE Region Planning Chief

Exhibit B

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

HIGHWAY SETBACK RESTRICTION

No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 235.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. See sheet 16 for other restrictions.

BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN COORDINATE SYSTEM, SOUTH ZONE (NAD'27). THE EAST LINE OF THE SE 1/4 OF SECTION 12 HAS A BEARING OF N 00°02'30" W (APRIL, 2002 DATUM).

WETLANDS DELINEATED BY CEDARBURG SCIENCE, LLC. W62 N556 WASHINGTON AVE., CEDARBURG, WI. 53012 ON FEBRUARY 27, 2002.

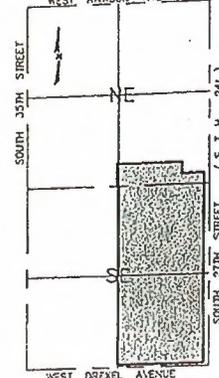
Setback Language has been released by WisDOT.

LEGEND

- ☐ CONCRETE MONUMENT WITH BRASS CAP EXCEPT AS NOTED
- 1" DIA. IRON PIPE FOUND
- SET IRON PIPE, 1.315" OUTSIDE DIAMETER, 24" LONG, WEIGHING 1.68 LBS. PER LINEAL FOOT
- ▨ WETLAND AS DELINEATED BY CEDARBURG SCIENCE
- ▨ INDICATES CONSERVATION AREA
- ▨ INDICATES NO ACCESS TO S.T.H. 241

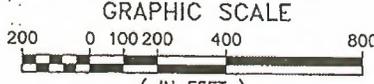
VICINITY MAP

NORTHEAST 1/4 & SOUTHEAST 1/4 SECTION 12, T 5 N, R 21 E
WEST RANSOM AVENUE



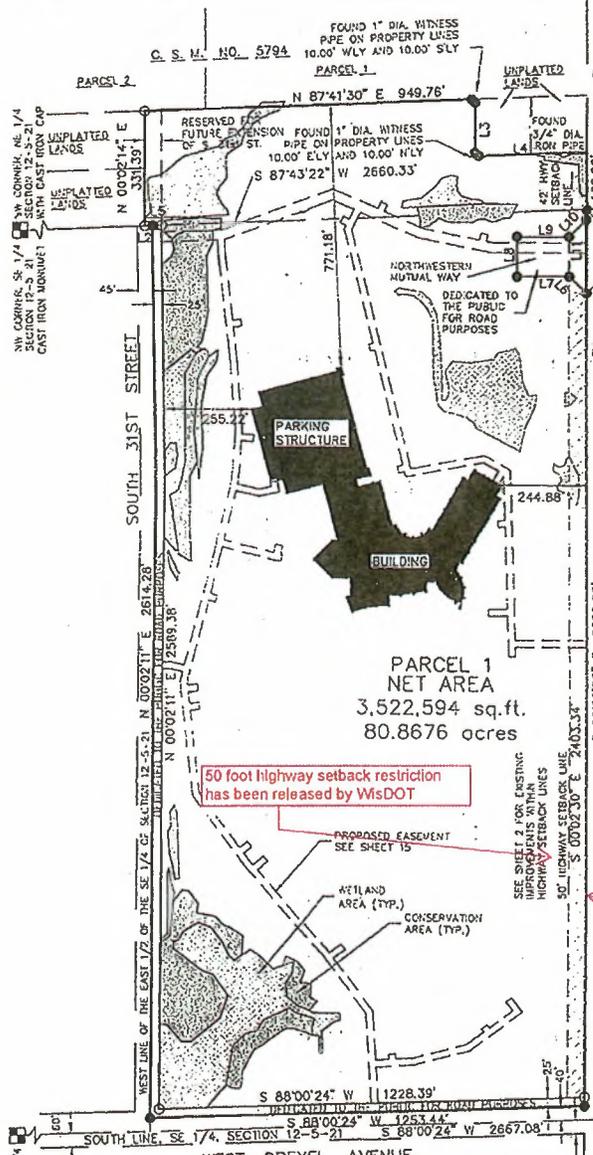
SCALE: 1" = 2000'

LINE	LENGTH	BEARING
L1	80.06	S 87°43'22" W
L2	22.49	S 87°43'22" W
L3	165.93	S 00°02'27" E
L4	322.60	N 87°42'58" E
L5	47.51	S 87°43'22" W
L6	70.69	N 45°03'41" W
L7	150.00	S 89°55'07" W
L8	119.00	N 00°02'30" W
L9	150.00	N 89°55'07" E
L10	70.74	N 44°55'19" E
L11	219.00	S 00°02'30" W



[Signature]
SURVEYOR

WisDOT has modified the no access restriction to allowed 1 AP at the existing median opening approximately 1,296 feet north of Drexel Ave.



50 foot Highway setback restriction has been released by WisDOT

DOT CERTIFICATION NO. 40-241-0690-02
ZONING: BP (BUSINESS PARK DISTRICT), SECTION 15-3.0311, FRANKLIN CODE OF ORDINANCES
SEE SHEET 2 FOR SETBACK LINES

SHEET 1 OF 17 SHEETS

National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-8400

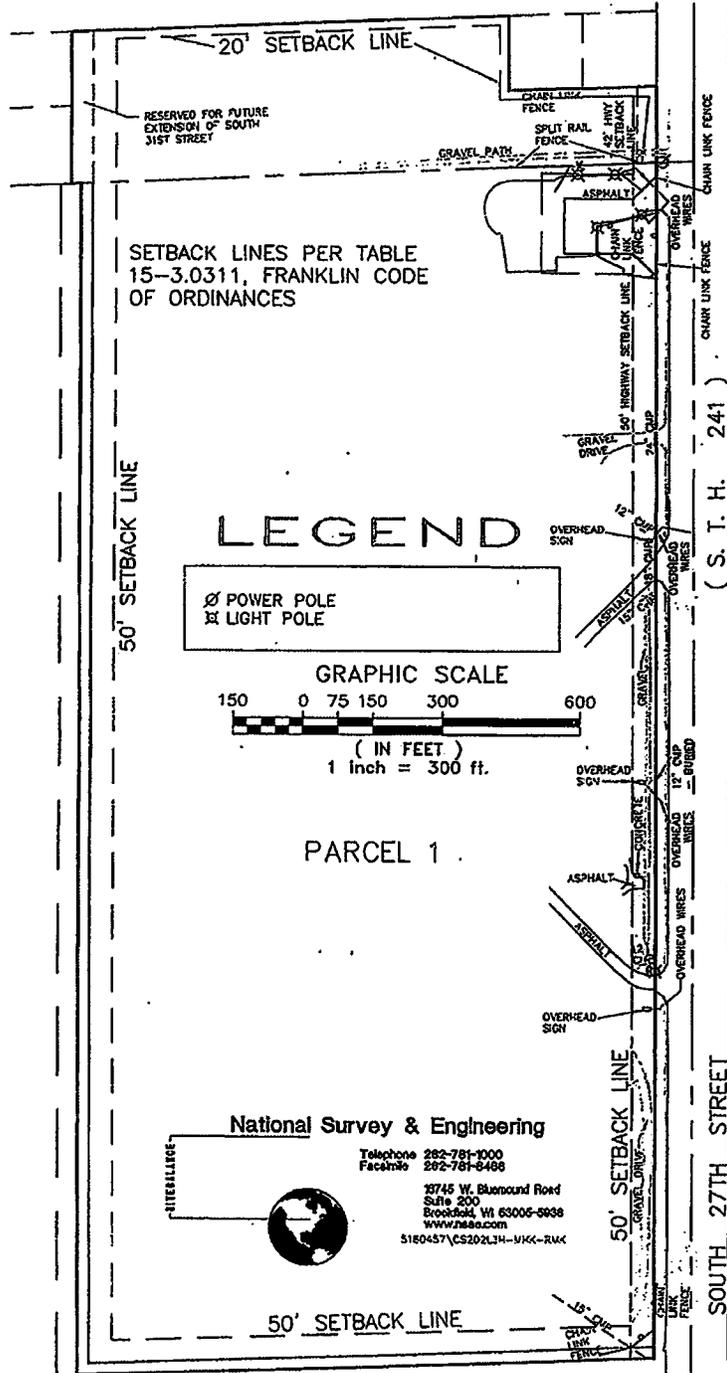


6745 W. Blomound Road
Suite 200
Brookfield, WI 53005-5938
www.nseco.com

5160457\C211L4H-110X

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



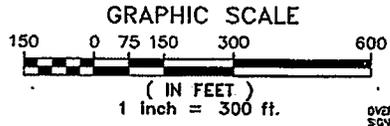
20' SETBACK LINE

RESERVED FOR FUTURE EXTENSION OF SOUTH 31ST STREET

SETBACK LINES PER TABLE 15-3.0311, FRANKLIN CODE OF ORDINANCES

LEGEND

⊙ POWER POLE
 ☒ LIGHT POLE



PARCEL 1

National Survey & Engineering

Telephone 262-781-1000
 Facsimile 262-781-8488

1745 W. Bluemond Road
 Suite 200
 Brookfield, WI 53005-5036
 www.nse.com

5180457\CS202LJH-VKK-RUK

50' SETBACK LINE

WEST DREXEL AVENUE

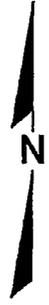
SHEET 2 OF 17 SHEETS

8746895

REGISTER'S OFFICE } SS
 Milwaukee County, WI }
 RECORDED AT 11:55 AM

MAR 16 2004 1780
 REEL 5795 IMAGE 101796
 REGISTER incl. OF DEEDS

8746895
 AMOUNT 43.00



REEL 5795 IMAGE

(S. I. H. 241)

SOUTH 27TH STREET

CERTIFIED SURVEY MAP NO. 7389

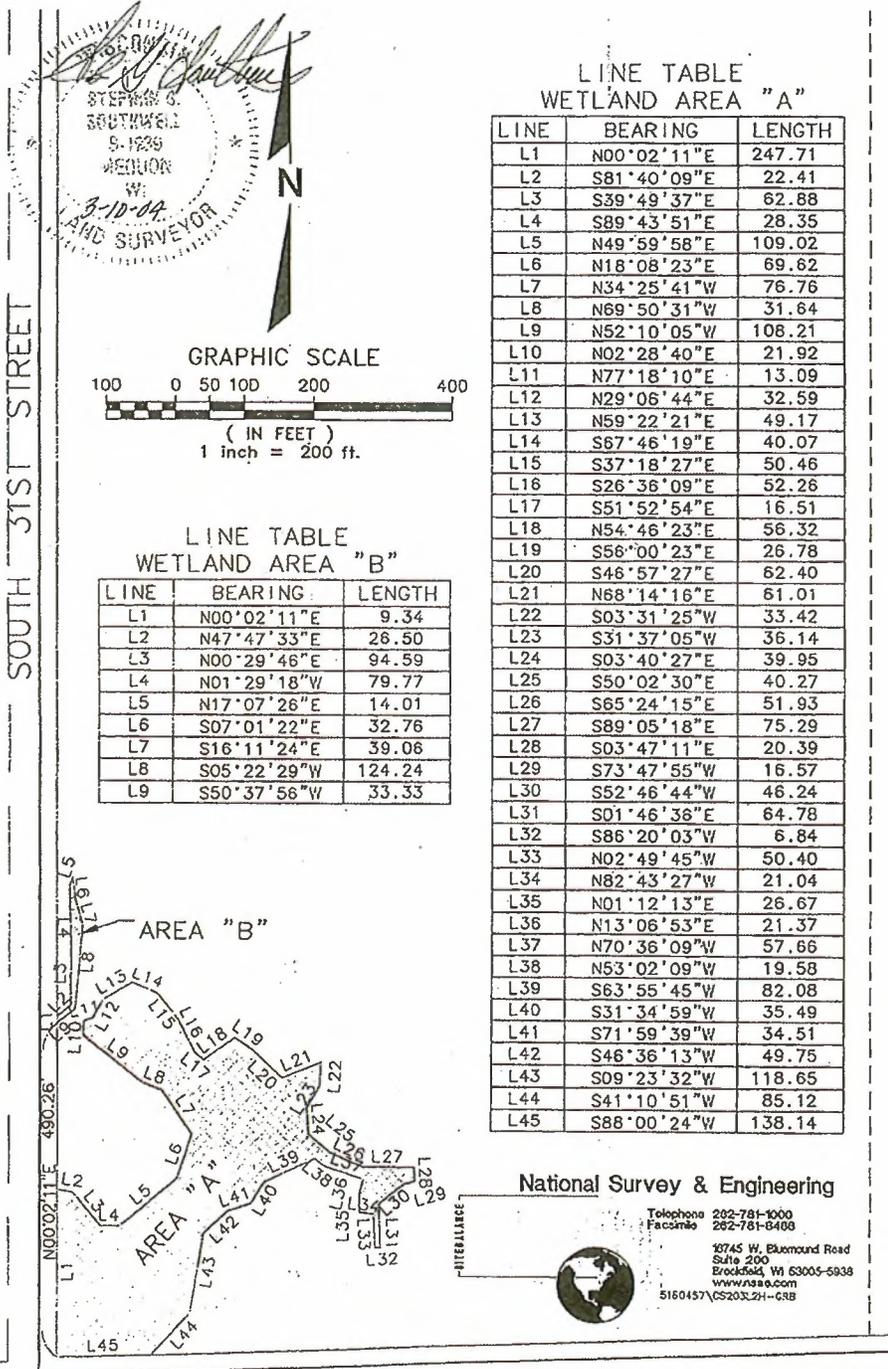
A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REFL

5795

IMAGE

1782



LINE TABLE
WETLAND AREA "A"

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

LINE TABLE
WETLAND AREA "B"

LINE	BEARING	LENGTH
L1	N00°02'11"E	9.34
L2	N47°47'33"E	26.50
L3	N00°29'46"E	94.59
L4	N01°29'18"W	79.77
L5	N17°07'26"E	14.01
L6	S07°01'22"E	32.76
L7	S16°11'24"E	39.08
L8	S05°22'29"W	124.24
L9	S50°37'56"W	33.33

SOUTH 31ST STREET

SOUTH 27TH STREET

WEST DREXEL AVENUE

National Survey & Engineering

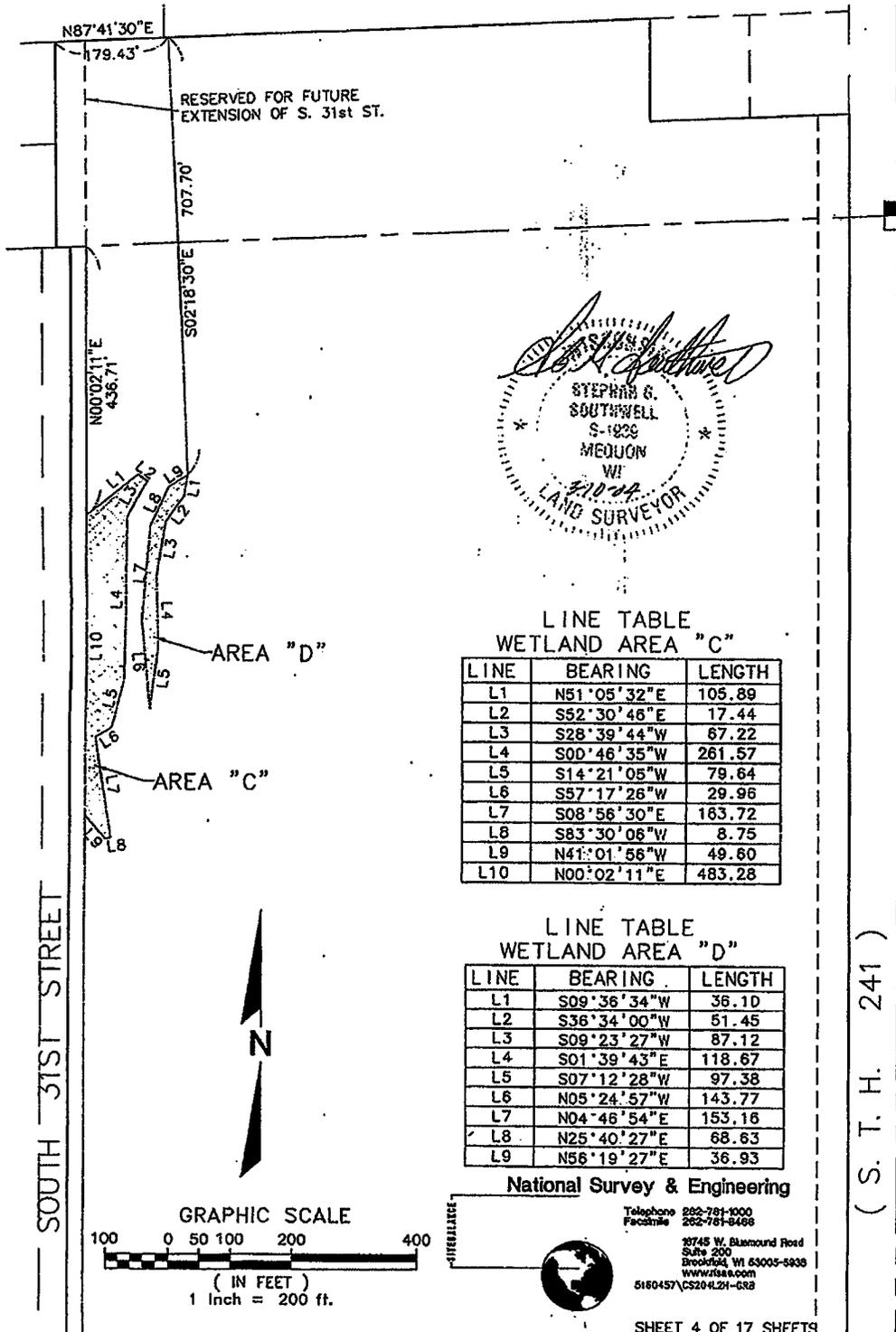
Telephone 202-781-1000
Facsimile 202-781-8408



10745 W. Bluemond Road
Suite 200
Brookfield, WI 53005-5938
www.nse.com
5160457/0520321-038

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO: 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



Stephan G. Southwell
 STEPHAN G. SOUTHWELL
 S-1022
 MEQUON
 WI
 53091
 LAND SURVEYOR

LINE TABLE
 WETLAND AREA "C"

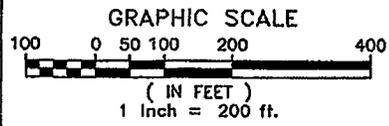
LINE	BEARING	LENGTH
L1	N51°05'32"E	105.89
L2	S52°30'46"E	17.44
L3	S28°39'44"W	67.22
L4	S00°46'35"W	261.57
L5	S14°21'05"W	79.64
L6	S57°17'26"W	29.96
L7	S08°56'30"E	183.72
L8	S83°30'06"W	8.75
L9	N41°01'56"W	49.60
L10	N00°02'11"E	483.28

LINE TABLE
 WETLAND AREA "D"

LINE	BEARING	LENGTH
L1	S09°36'34"W	36.10
L2	S36°34'00"W	51.45
L3	S09°23'27"W	87.12
L4	S01°39'43"E	118.67
L5	S07°12'28"W	97.38
L6	N05°24'57"W	143.77
L7	N04°46'54"E	153.18
L8	N25°40'27"E	68.63
L9	N56°19'27"E	36.93

National Survey & Engineering

Telephone 262-781-6000
 Facsimile 262-781-8468
 28745 W. Blumound Road
 Suite 200
 Brookfield, WI 53005-5936
 www.nse.com
 5160457/CS20-4L2H-GR8

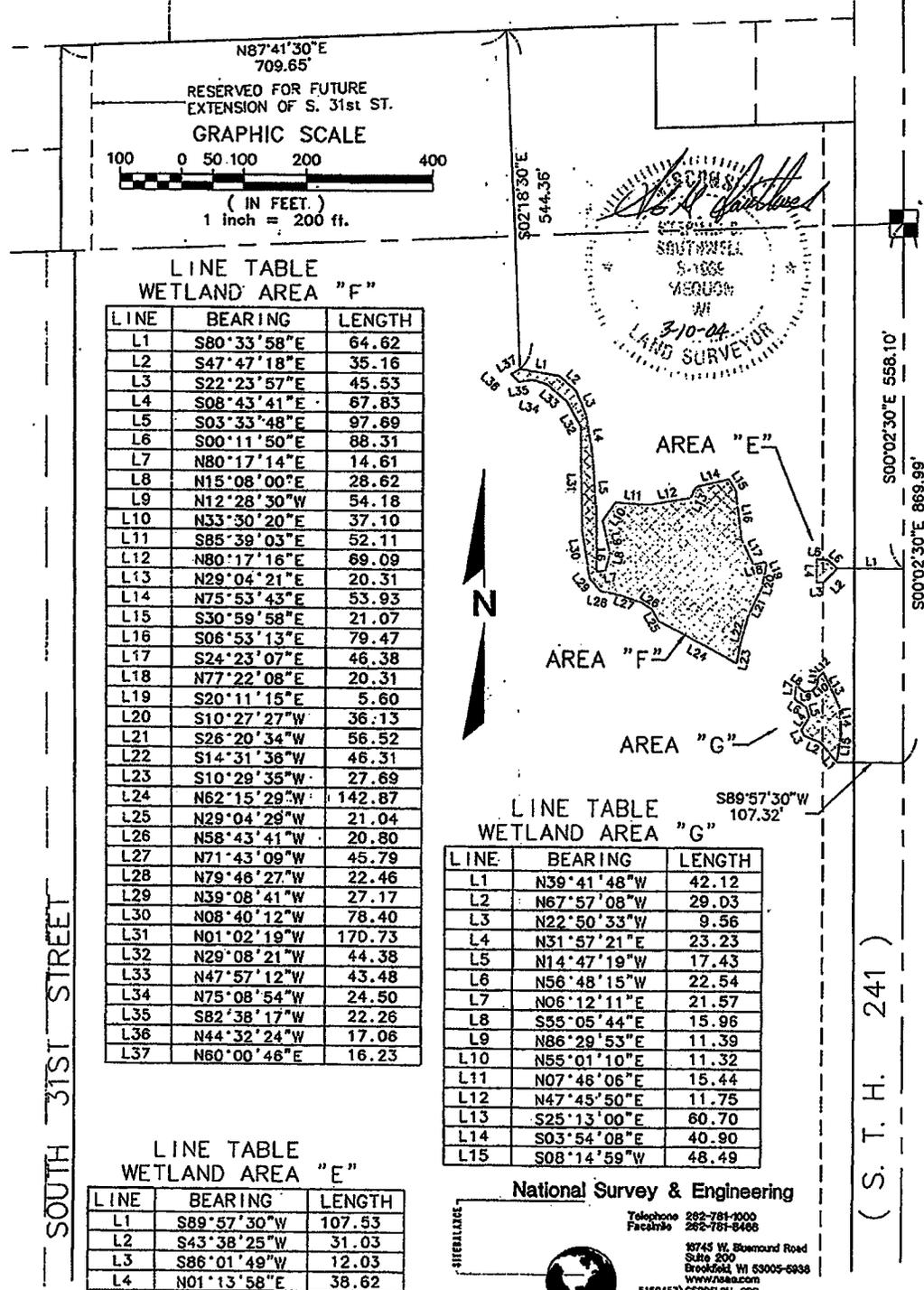


REEL 5795 IMAGE 1783

(S. T. H. 241)

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



LINE TABLE
WETLAND AREA "F"

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

LINE TABLE
WETLAND AREA "G"

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

LINE TABLE
WETLAND AREA "E"

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



National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-8466

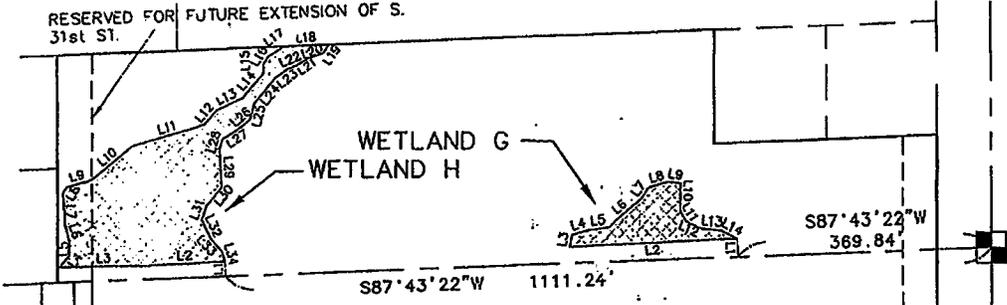
18745 W. Rosemount Road
Suite 200
Brookfield, WI 53005-6938
www.nse.com
5160457\CS20SL2H-CRB

REEL 5795 INAGE 1784

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

RESERVED FOR FUTURE EXTENSION OF S. 31st ST.



REEL 5795 IMAGE 1785

LINE TABLE
WETLAND AREA "H"

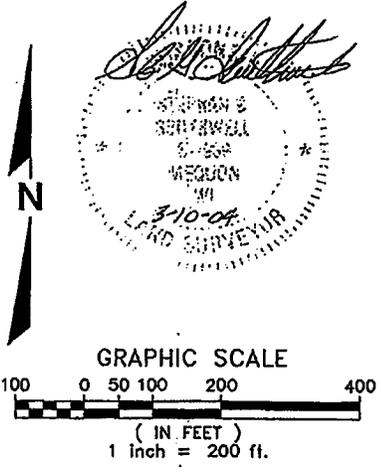
LINE	BEARING	LENGTH
L1	S02°16'38"E	21.84
L2	S86°40'13"W	115.11
L3	S88°46'42"W	122.53
L4	N37°26'30"E	22.63
L5	N02°15'08"W	21.69
L6	N14°10'48"W	20.76
L7	N03°18'36"W	48.40
L8	N31°35'22"E	10.48
L9	N75°06'03"E	33.87
L10	N50°24'49"E	80.56
L11	N73°17'00"E	106.50
L12	N40°29'30"E	28.84
L13	N65°25'56"E	41.27
L14	N39°46'28"E	46.88
L15	N00°59'41"W	12.98
L16	N31°42'52"E	14.64
L17	N57°50'11"E	26.65
L18	N87°41'30"E	65.87
L19	S33°52'47"W	15.46
L20	S70°33'51"W	25.46
L21	S58°21'28"W	15.33
L22	S67°39'08"W	15.93
L23	S53°54'44"W	22.71
L24	S39°09'10"W	48.49
L25	S12°37'14"W	23.37
L26	S46°51'01"W	15.59
L27	S57°30'41"W	34.52
L28	S16°37'15"W	14.63
L29	S03°00'52"E	56.09
L30	S39°31'43"W	34.80
L31	S18°42'17"W	21.94
L32	S25°23'56"E	30.70
L33	S41°46'45"E	24.85
L34	S15°09'33"E	13.97

LINE TABLE
WETLAND AREA "G"

LINE	BEARING	LENGTH
L1	S02°16'38"E	27.08
L2	S86°58'01"W	242.80
L3	N11°04'54"E	18.17
L4	N74°43'17"E	25.95
L5	N82°54'16"E	28.49
L6	N48°51'02"E	62.78
L7	N33°47'17"E	20.15
L8	N74°42'51"E	29.71
L9	S82°38'21"E	17.42
L10	S01°08'58"W	40.66
L11	S32°09'36"E	16.98
L12	S86°33'06"E	26.41
L13	S86°03'58"E	26.42
L14	S82°34'01"E	25.28

SOUTH 31ST STREET

(S. T. H. 241)



National Survey & Engineering

Telephone 262-781-1000
 Facsimile 262-781-8408
 19745 W. Bluemond Road
 Suite 200
 Brookfield, WI 53005-6838
 www.nsee.com
 5160457/CS206L2H-RUC

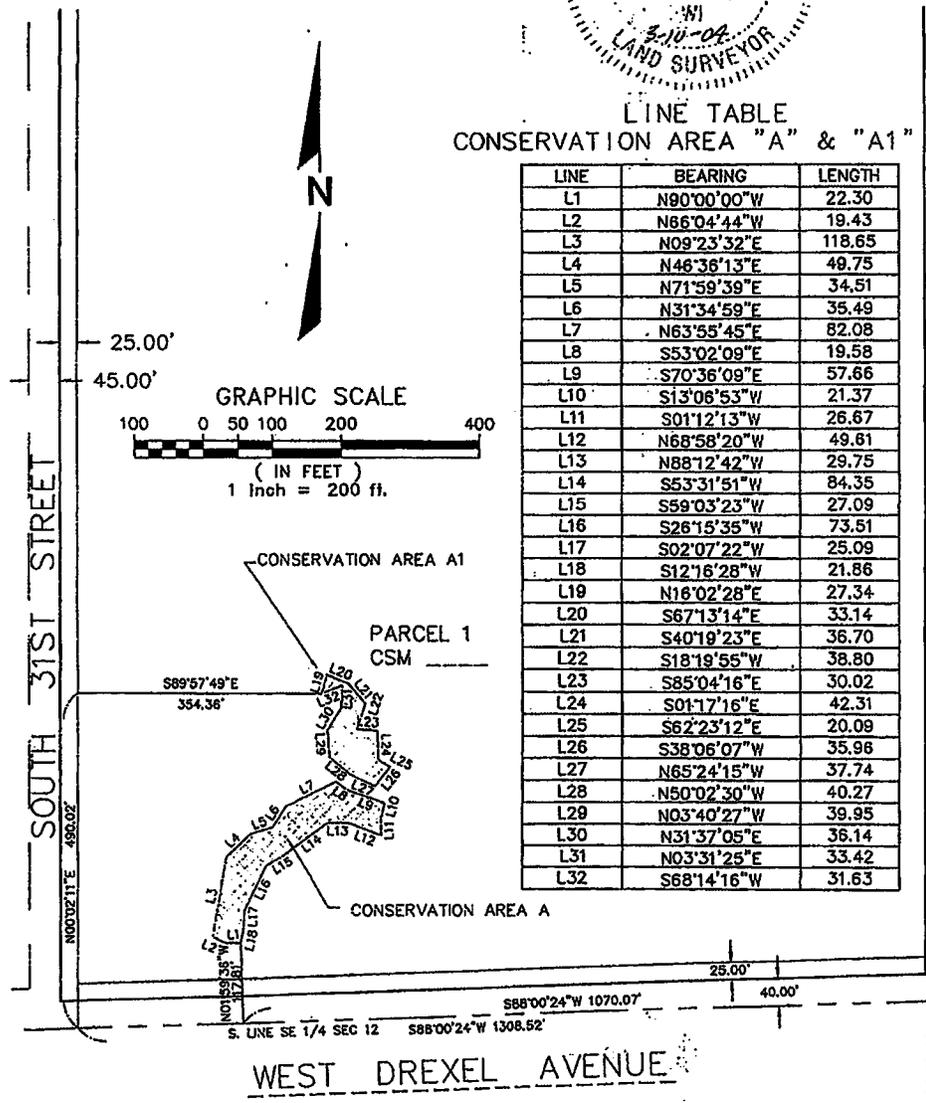
CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



LINE TABLE
CONSERVATION AREA "A" & "A1"

LINE	BEARING	LENGTH
L1	N90°00'00"W	22.30
L2	N86°04'44"W	19.43
L3	N09°23'32"E	118.65
L4	N46°36'13"E	49.75
L5	N71°59'39"E	34.51
L6	N31°34'59"E	35.49
L7	N63°55'45"E	82.08
L8	S53°02'09"E	19.58
L9	S70°36'09"E	57.66
L10	S13°06'53"W	21.37
L11	S01°12'13"W	26.67
L12	N68°58'20"W	49.61
L13	N88°12'42"W	29.75
L14	S53°31'51"W	84.35
L15	S59°03'23"W	27.09
L16	S26°18'35"W	73.51
L17	S02°07'22"W	25.09
L18	S12°16'28"W	21.86
L19	N16°02'28"E	27.34
L20	S67°13'14"E	33.14
L21	S40°19'23"E	36.70
L22	S18°19'55"W	38.80
L23	S85°04'16"E	30.02
L24	S01°17'16"E	42.31
L25	S62°23'12"E	20.09
L26	S38°06'07"W	35.96
L27	N65°24'15"W	37.74
L28	N50°02'30"W	40.27
L29	N03°40'27"W	39.95
L30	N31°37'05"E	36.14
L31	N03°31'25"E	33.42
L32	S68°14'16"W	31.63



REEL 5795 INAGE 1786

SOUTH 27TH STREET (S. T. H. 241)

SE COR
SE 1/4
SEC 12

National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-8488

10745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsa.com

5160457/CS207L24-RUK

CERTIFIED SURVEY MAP NO. 7389

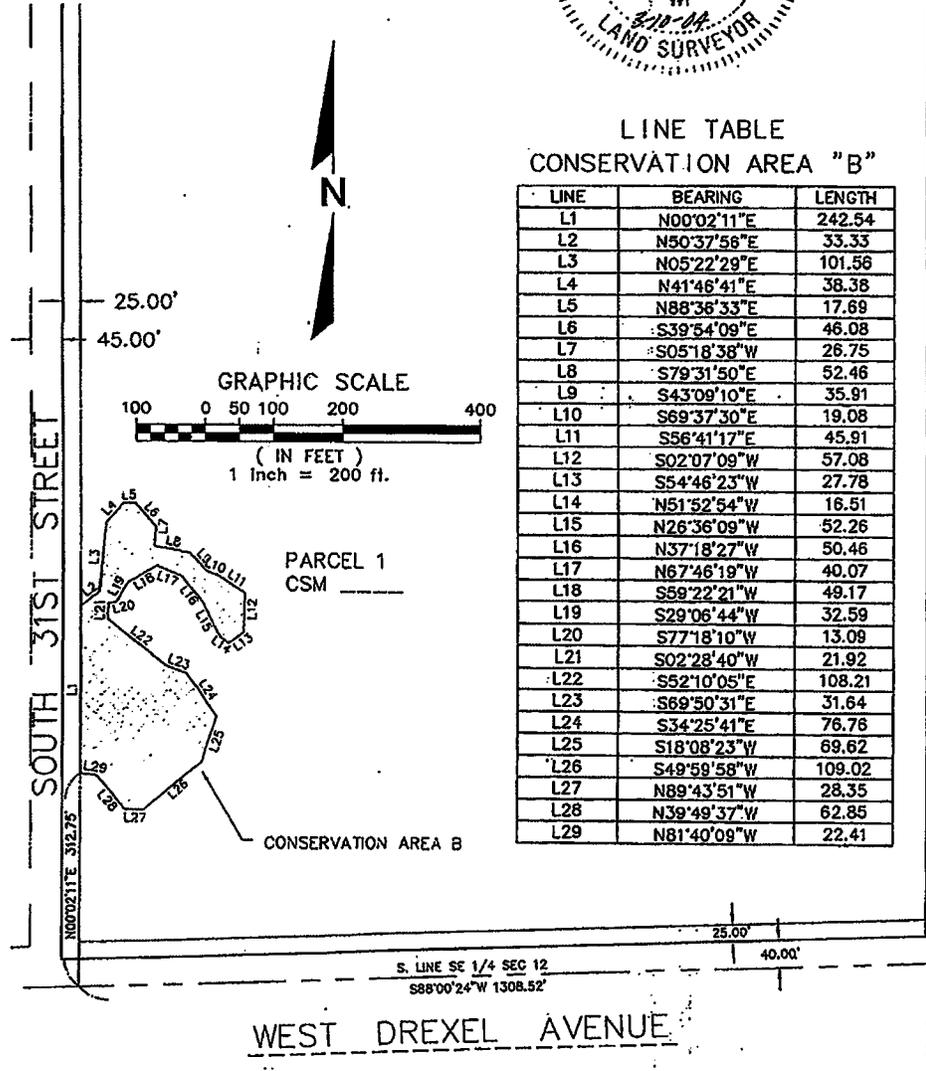
A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 IMAGE 1787



LINE TABLE
CONSERVATION AREA "B"

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



SOUTH 27TH STREET (S. T. H. 241)

E. LINE SE 1/4 SEC 12
N0°02'30"W 2660.77'

SE COR
SE 1/4
SEC 12

National Survey & Engineering

Telephone 262-781-0000
Facsimile 262-781-6486

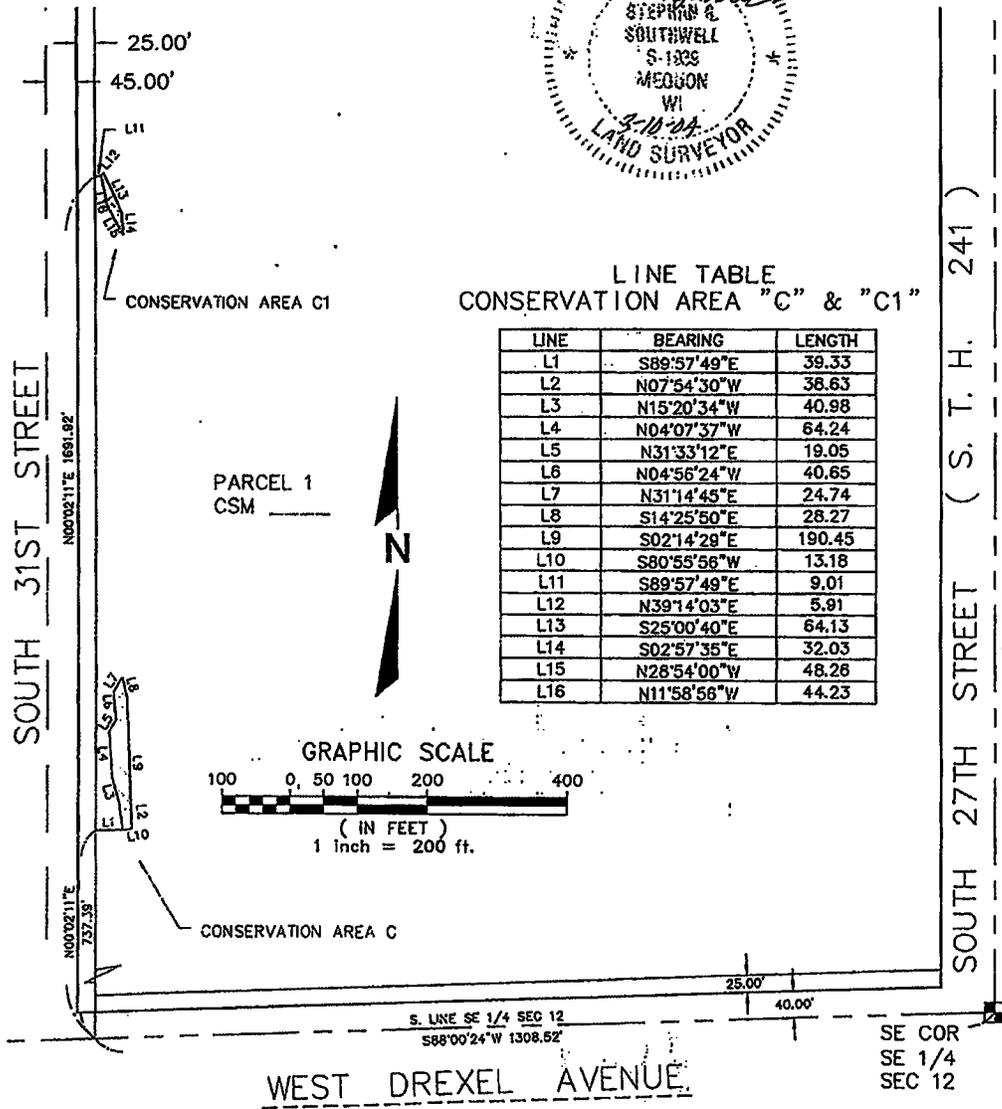
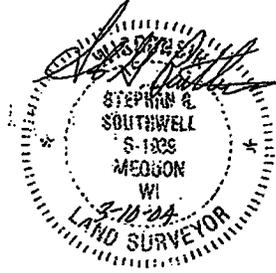
18745 W. Burnside Road
Suite 200
Brookfield, WI 53005-6938
www.nsee.com



CERTIFIED SURVEY MAP NO. 7389

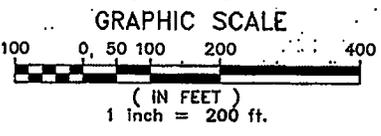
A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 INADE 1788



LINE TABLE
CONSERVATION AREA "C" & "C1"

LINE	BEARING	LENGTH
L1	S89°57'49"E	39.33
L2	N07°54'30"W	38.63
L3	N15°20'34"W	40.98
L4	N04°07'37"W	64.24
L5	N31°33'12"E	19.05
L6	N04°56'24"W	40.65
L7	N31°14'45"E	24.74
L8	S14°25'50"E	28.27
L9	S02°14'29"E	190.45
L10	S80°55'56"W	13.18
L11	S89°57'49"E	9.01
L12	N39°14'03"E	5.91
L13	S25°00'40"E	64.13
L14	S02°57'35"E	32.03
L15	N28°54'00"W	48.28
L16	N11°58'56"W	44.23



D:\11\mca\7389\CS0912H.dwg, 03/09/04, 01:10:14 PM, 11/15

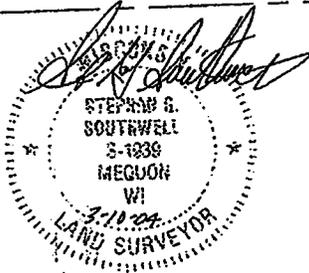
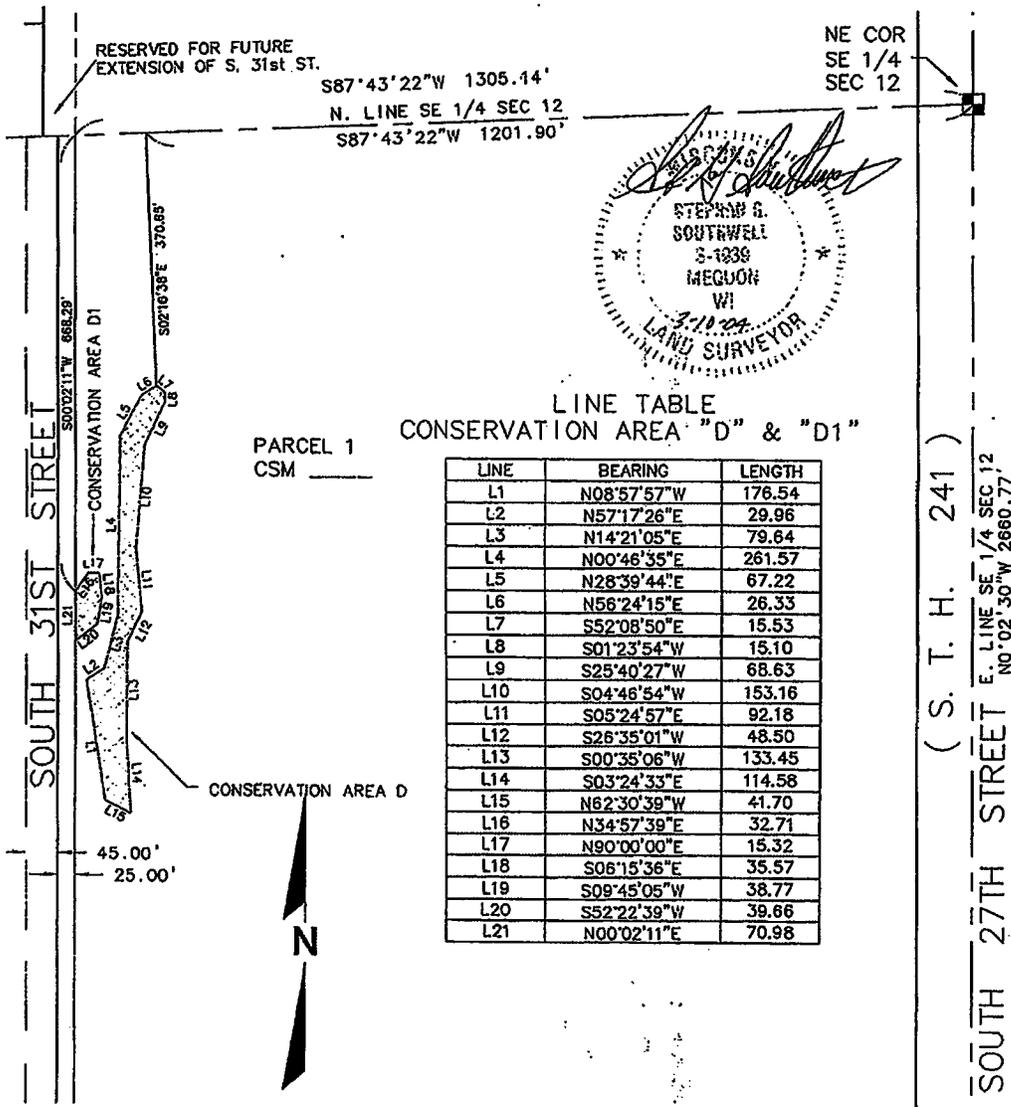
National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-8480
19745 W. Blumound Road
Suite 200
Brookfield, WI 53005-5608
www.nsea.com
5160457\CS20912H-RVX

CERTIFIED SURVEY MAP NO. 7389

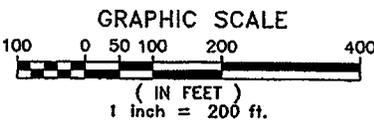
A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 IMAGE 1789



LINE TABLE
CONSERVATION AREA "D" & "D1"

LINE	BEARING	LENGTH
L1	N08°57'57"W	176.54
L2	N57°17'26"E	29.96
L3	N14°21'05"E	79.64
L4	N00°46'35"E	261.57
L5	N26°39'44"E	67.22
L6	N56°24'15"E	26.33
L7	S52°08'50"E	15.53
L8	S01°23'54"W	15.10
L9	S25°40'27"W	68.63
L10	S04°46'54"W	153.16
L11	S05°24'57"E	92.18
L12	S26°35'01"W	48.50
L13	S00°35'06"W	133.45
L14	S03°24'33"E	114.58
L15	N62°30'39"W	41.70
L16	N34°57'39"E	32.71
L17	N90°00'00"E	15.32
L18	S06°15'36"E	35.57
L19	S09°45'05"W	38.77
L20	S52°22'39"W	39.66
L21	N00°02'11"E	70.98



National Survey & Engineering

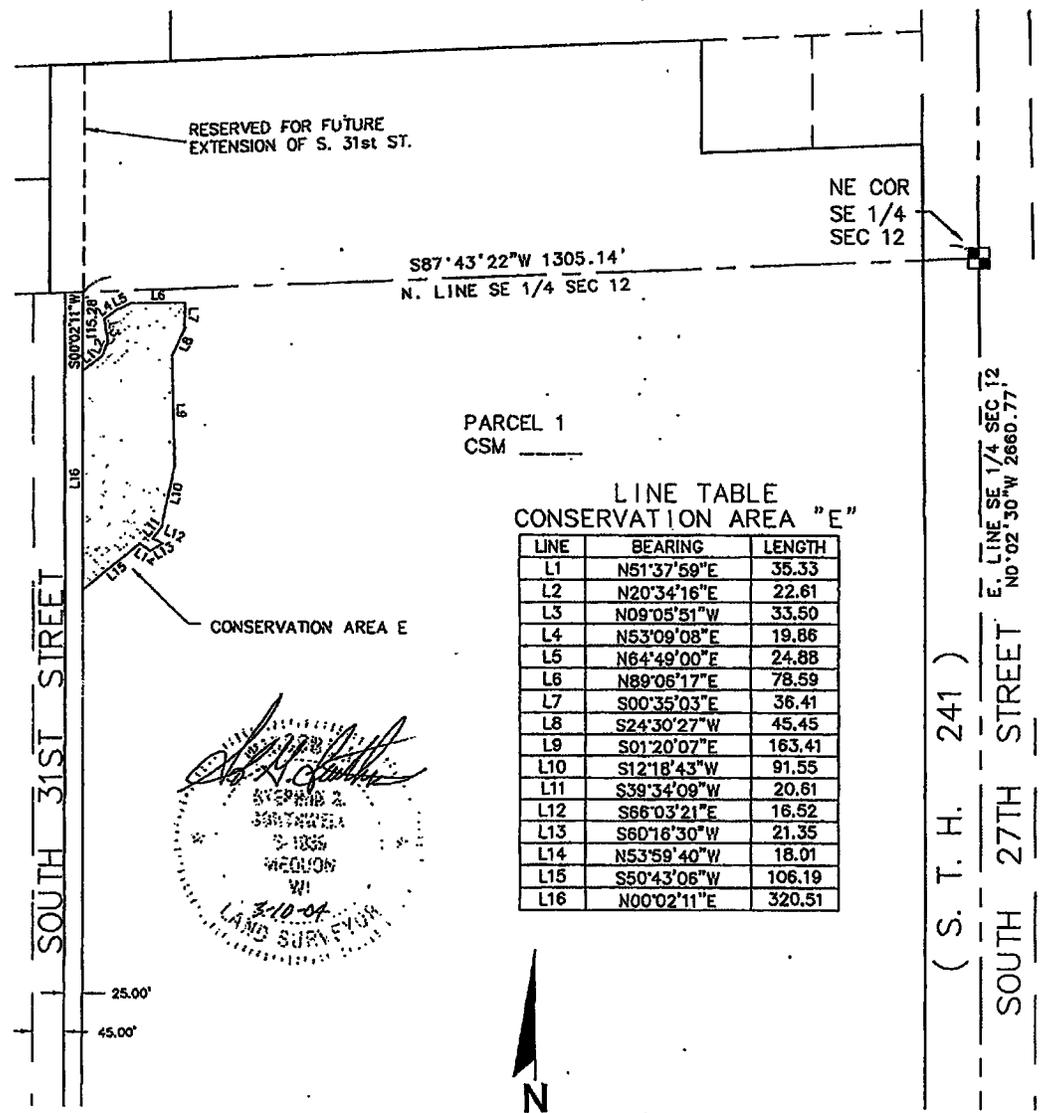
Telephone 292-781-1000
Facsimile 292-781-8498

18745 W. Bluemound Road
Suite 290
Brookfield, WI 53005-5838
www.nse.com
5160457\CS20AL24-RVX

CERTIFIED SURVEY MAP NO. 7389

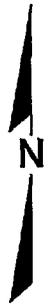
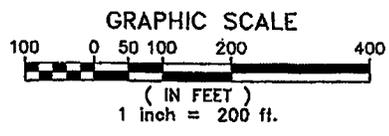
A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 IMAGE 1790



LINE TABLE
CONSERVATION AREA "E"

LINE	BEARING	LENGTH
L1	N51°37'59"E	35.33
L2	N20°34'16"E	22.61
L3	N09°05'51"W	33.50
L4	N53°09'08"E	19.86
L5	N64°49'00"E	24.88
L6	N89°06'17"E	78.59
L7	S00°35'03"E	36.41
L8	S24°30'27"W	45.45
L9	S01°20'07"E	163.41
L10	S12°18'43"W	91.55
L11	S39°34'09"W	20.61
L12	S66°03'21"E	16.52
L13	S60°16'30"W	21.35
L14	N53°59'40"W	18.01
L15	S50°43'06"W	106.19
L16	N00°02'11"E	320.51



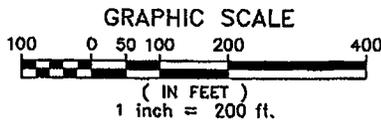
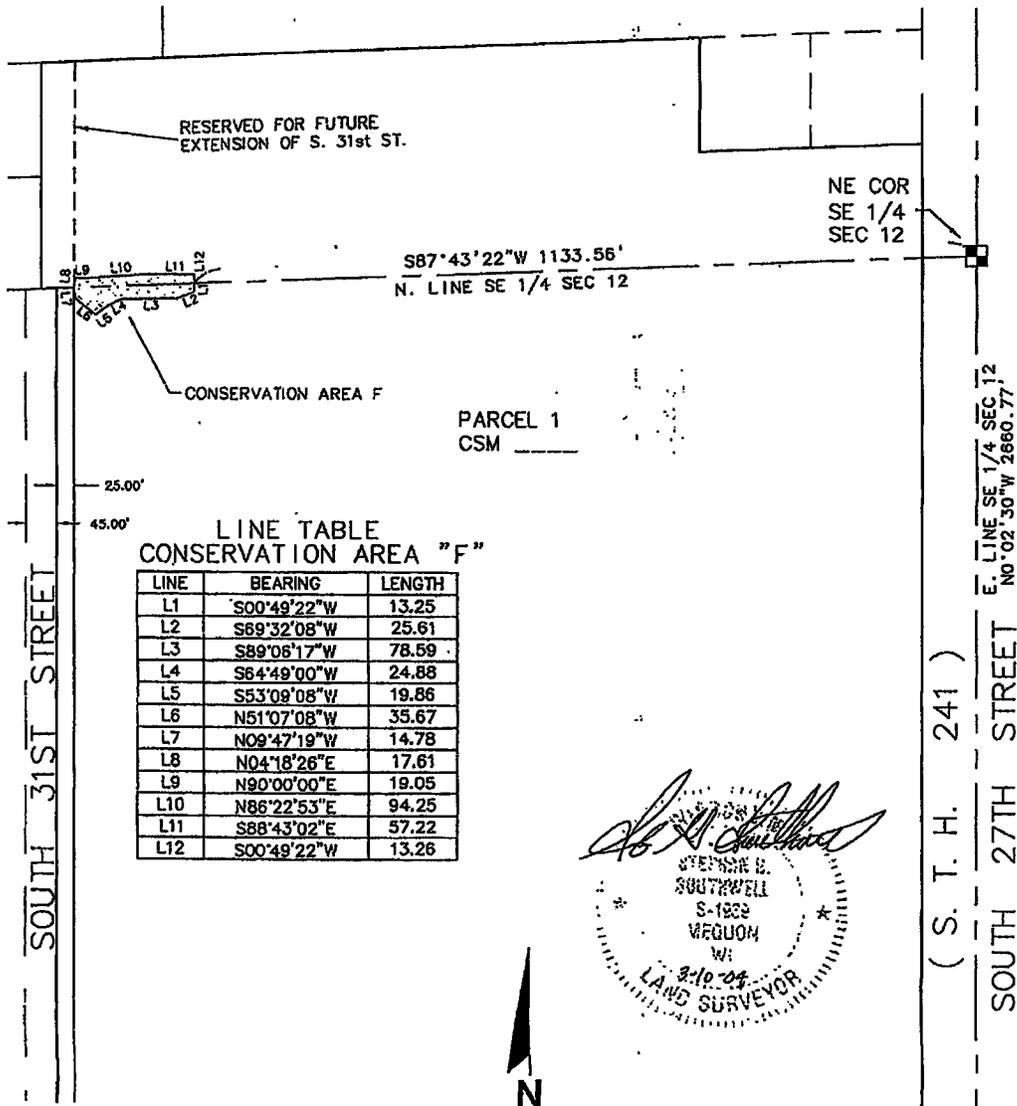
National Survey & Engineering

Telephone 262-781-1000
 Facsimile 262-781-8400
 10745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-6888
 www.nse.com
 5160457\CS208L2H-RMK

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REFL 5795 IMAGE 1791



National Survey & Engineering

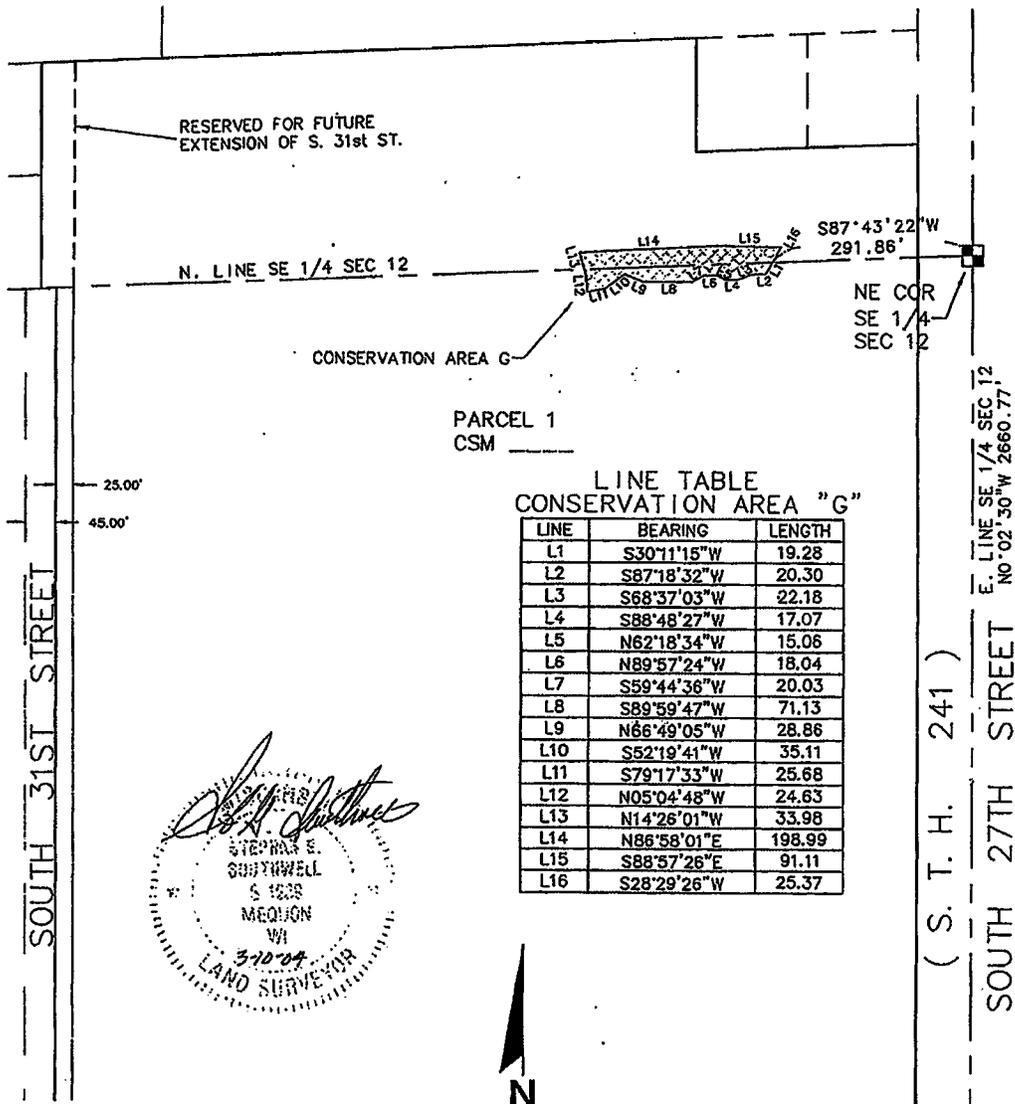
Telephone 262-781-1000
Facsimile 262-781-9498

15145 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5838
www.nseee.com
S160457/CS20CL2H-RUK

CERTIFIED SURVEY MAP NO. 7389

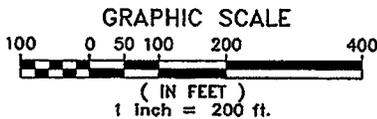
A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

REEL 5795 IMAGE 1792



LINE TABLE
CONSERVATION AREA "G"

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



National Survey & Engineering

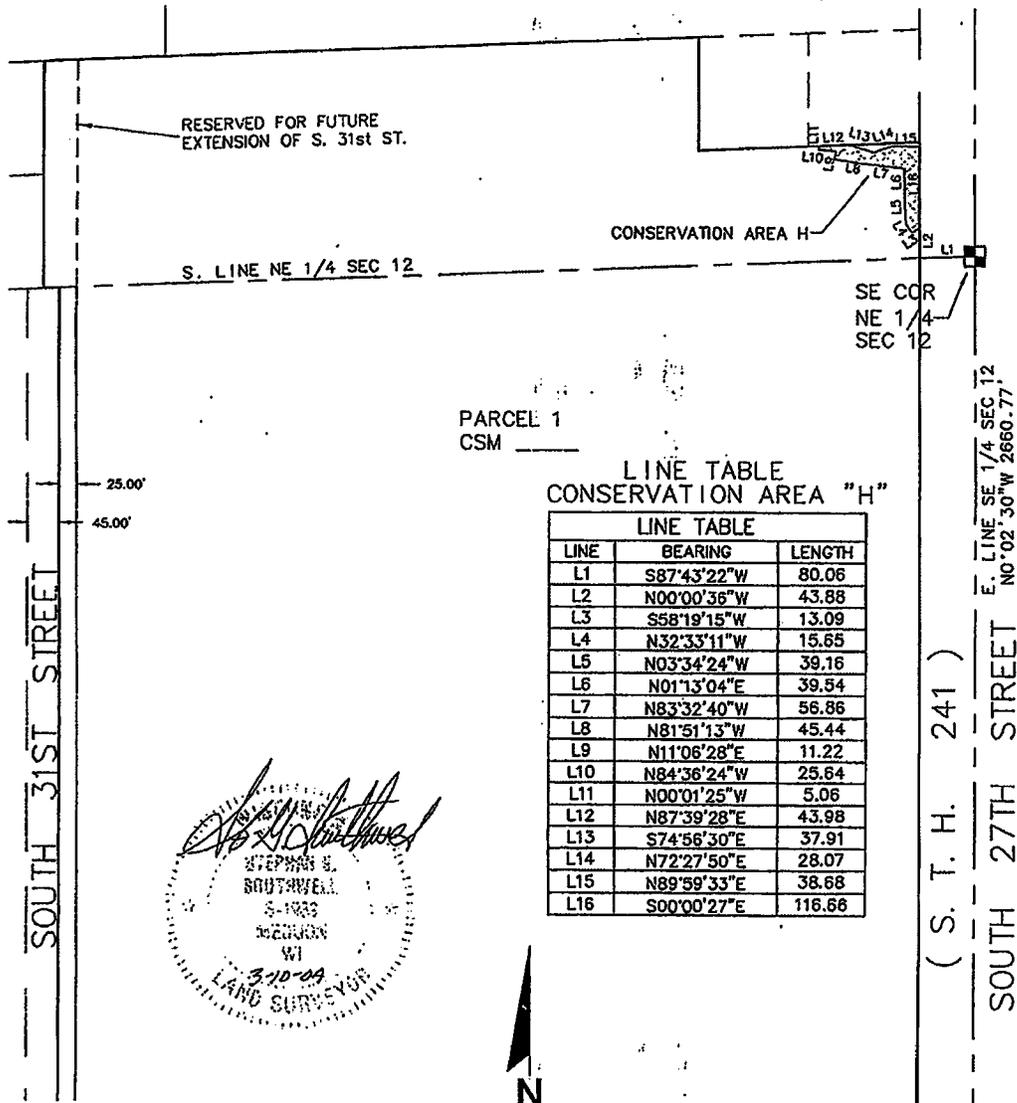
Telephone 262-781-9000
Facsimile 262-781-8405

19745 W. Blumound Road
Suite 200
Brookfield, WI 53005-5938
www.nse.com
S160457\CS20L21-RUX

CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

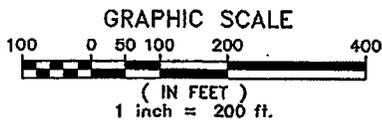
REEL : 5795 IMAGE : 1793



LINE TABLE
CONSERVATION AREA "H"

LINE	BEARING	LENGTH
L1	S87°43'22"W	80.06
L2	N00°00'36"W	43.88
L3	S58°19'15"W	13.09
L4	N32°33'11"W	15.65
L5	N03°34'24"W	39.16
L6	N01°13'04"E	39.54
L7	N83°32'40"W	56.86
L8	N81°51'13"W	45.44
L9	N11°06'28"E	11.22
L10	N84°36'24"W	25.64
L11	N00°01'25"W	5.06
L12	N87°39'28"E	43.98
L13	S74°56'30"E	37.91
L14	N72°27'50"E	28.07
L15	N89°59'33"E	38.68
L16	S00°00'27"E	116.66

Stephan S. Southwell
STEPHAN S.
SOUTHWELL
S-1823
WISCONSIN
WI
3-10-09
LAND SURVEYOR



National Survey & Engineering

Telephone 262-781-0000
Facsimile 262-781-8498

16745 W. Blumound Road
Suite 200
Brookfield, WI 53005-0938
www.nse.com

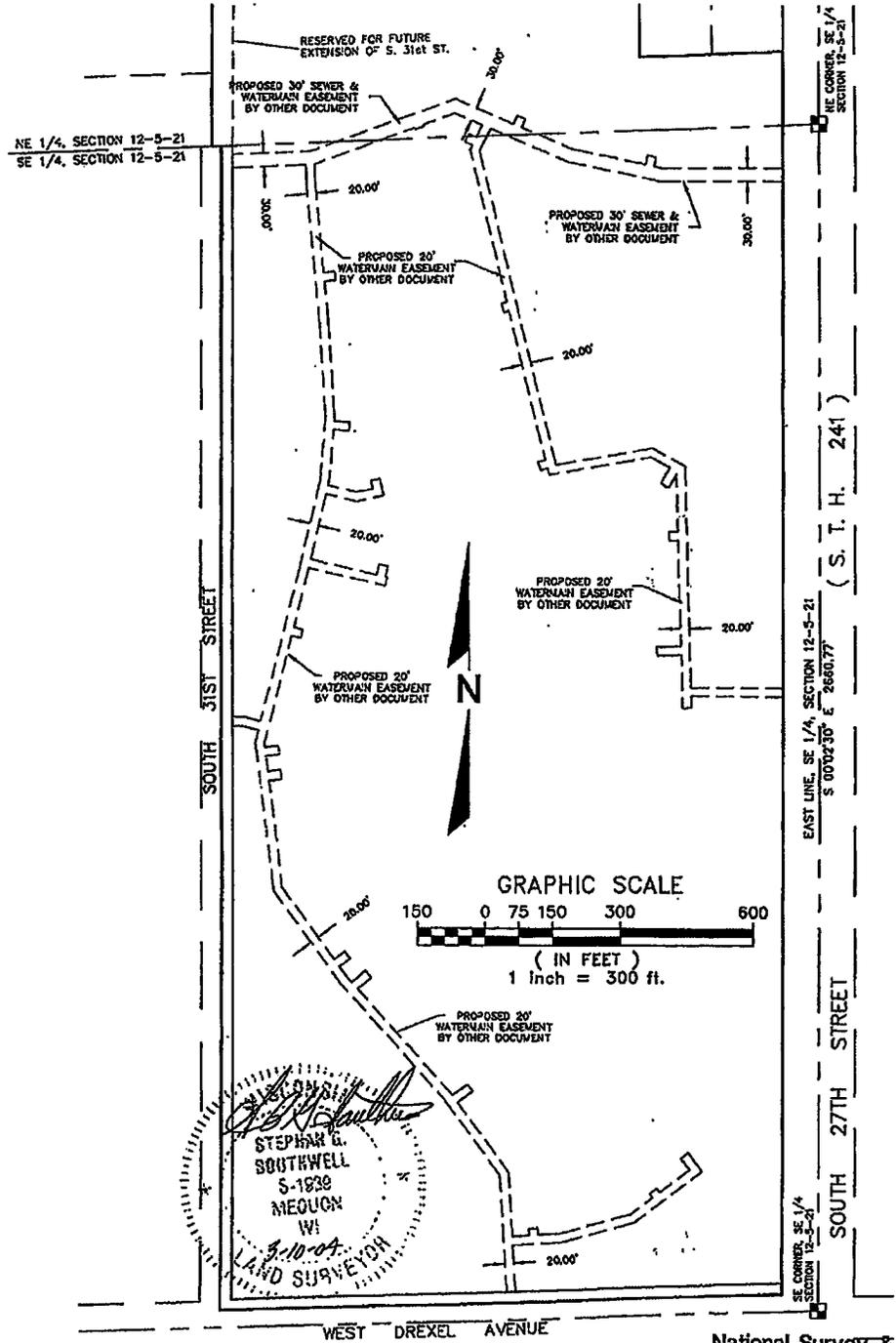
5160457/CS20E12H-RUX



CERTIFIED SURVEY MAP NO. 7389

A DIVISION OF PARCEL 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4066 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

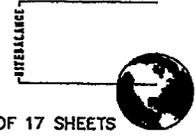
REEL 5795 IMAGE 1794



Stephen G. Southwell
 STEPHAN G.
 SOUTHWELL
 S-1939
 MEQUON
 WI
 3-10-04
 LAND SURVEYOR

National Survey & Engineering

Telephone 262-781-1000
 Facsimile 262-781-8468
 18745 W. Blueground Road
 Suite 200
 Brookfield, WI 53005-6038
 www.nsee.com
 5160457/CS21PL24-RWK



CERTIFIED SURVEY MAP NO. 7389

A division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

REEL : 5795 IMAGE 1795

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

I, STEPHAN G. SOUTHWELL, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

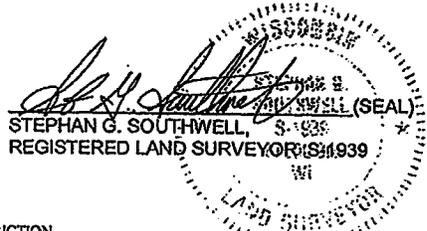
COMMENCING at the Northeast corner of said Southeast 1/4 Section; thence South 87°43'22" West along the North line of said Southeast 1/4 Section 80.06 feet to the West line of South 27th Street and the point of beginning of the lands to be described; thence South 00°02'30" East along said West line 2620.35 feet to the North line of West Drexel Avenue; thence South 88°00'24" West along said North line 1253.44 feet to the East line of South 31st Street and the West line of the East 1/2 of the Southeast 1/4 of said Section 12; thence North 00°02'11" East along said West line 2614.28 feet to the South line of the Northeast 1/4 of said Section 12; thence South 87°43'22" West along said South line 22.49 feet to a point; thence North 00°02'14" East 331.39 feet to the South line of Certified Survey Map No. 5794; thence North 87°41'30" East along said South line 949.76 feet to a point; thence South 00°00'27" East 165.93 feet to a point; thence North 87°42'58" East 322.60 feet to the West line of South 27th Street; thence South 00°00'27" East along said West line 166.00 feet to the point of beginning. Containing 3,642,262 square feet or 83.6148 acres.

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

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 provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance Division 15 in surveying, dividing and mapping said lands.

3/10/04
DATE



ACCESS RESTRICTION

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

NOISE ABATEMENT

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

CERTIFIED SURVEY MAP NO. 7389

A division of Parcel 1 and Outlot 1 of Certified Survey Map No. 4066 and lands in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said corporation caused the land described on this map to the surveyed, divided and mapped as represented on this map.

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

WITNESS the hand and seal of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, has caused these presents to be signed by Thomas E. Dyer, its Vice President and countersigned by Catherine Young, its Assistant Secretary, this 11th day of March, 2004.

In the presence of:

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Joe M. Palko

Thomas E. Dyer

Jason Ross

Catherine Young

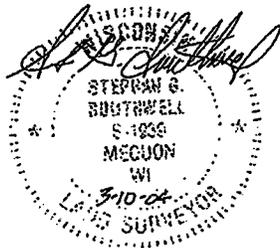
STATE OF WISCONSIN }
 } SS
MILWAUKEE COUNTY }

PERSONALLY came before me this 11th day of March, 2004, the above named Thomas E. Dyer, Vice President and Catherine Young, Assistant Secretary, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers, by its authority.

Michelle Ann Scheel (SEAL)
Notary Public, State of Wisconsin
My commission expires 9/19/04
~~My commission is permanent.~~

CITY OF FRANKLIN COMMON COUNCIL

APPROVED by the Common Council of the City of Franklin by Resolution No. 2002-5427 signed on this 11th day of March, 2004.



Frederick F. Klimetz
FREDERICK F. KLIMETZ, MAYOR
Sandra L. Wesolowski
SANDRA L. WESOLOWSKI, CITY CLERK

REEL
5795
IMAGE
1796

CERTIFIED SURVEY MAP NO. _____

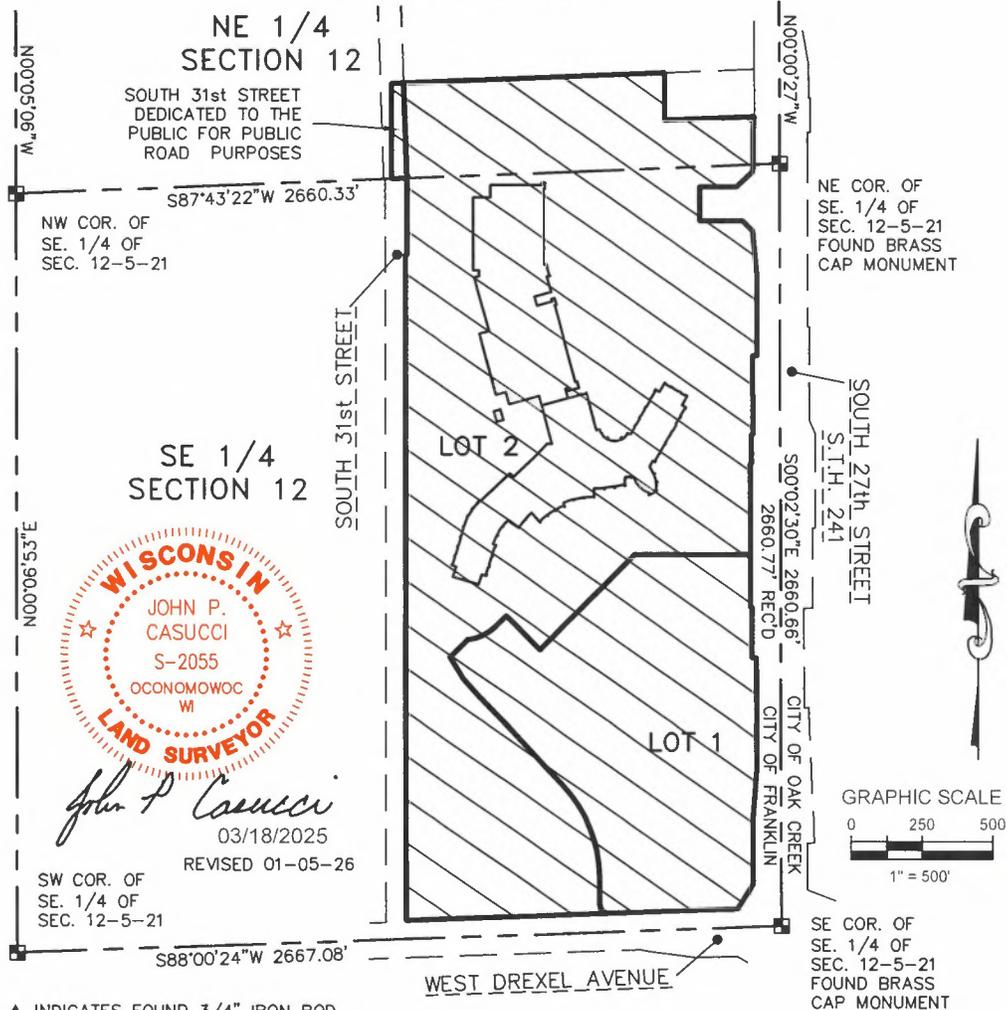
Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

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

See sheets 2 & 3 for Lot details
 See sheets 4 thru 7 for wetland details
 See sheets 7 thru 13 for Conservation area details
 See sheet 14 for existing easements

LOCATION MAP

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

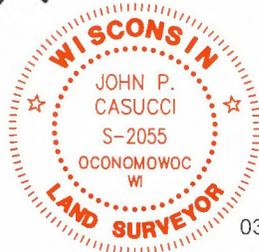
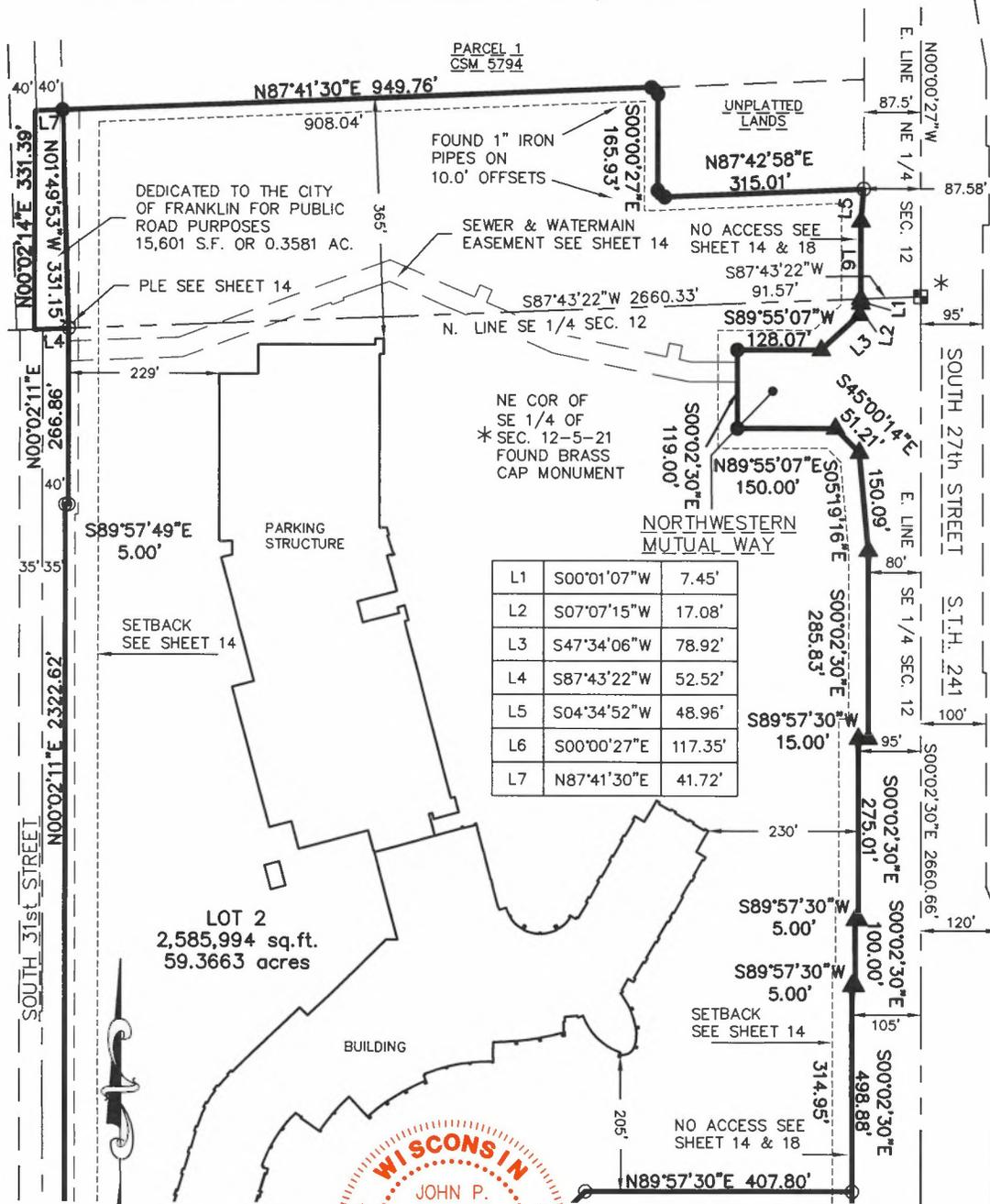


- ▲ INDICATES FOUND 3/4" IRON ROD
- INDICATES FOUND 1" IRON PIPE
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

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

CERTIFIED SURVEY MAP NO. _____

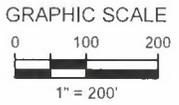
Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



John P. Casucci

raSmith
CREATIVITY BEYOND ENGINEERING

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

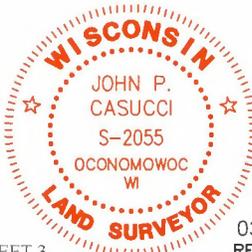
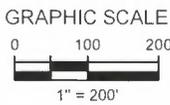
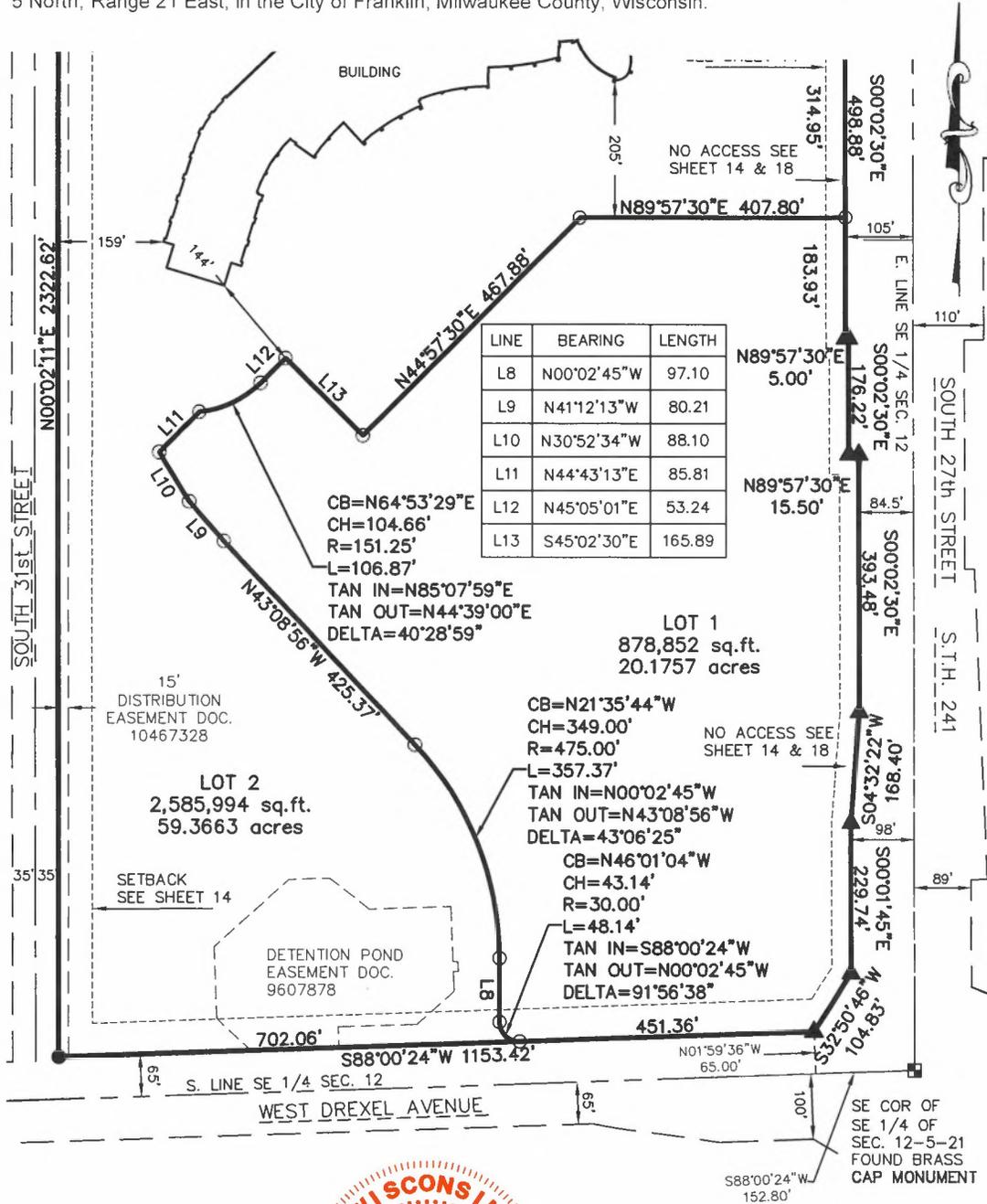


03/18/2025

REVISED 01-05-26

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



John P. Casucci

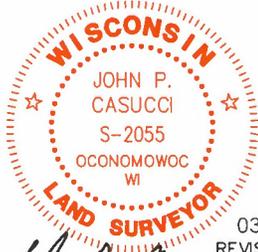
raSmith
CREATIVITY BEYOND ENGINEERING

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

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

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



John P. Casucci

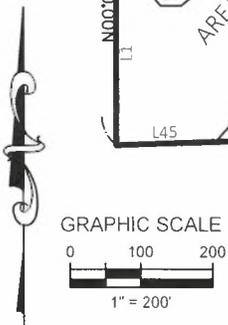
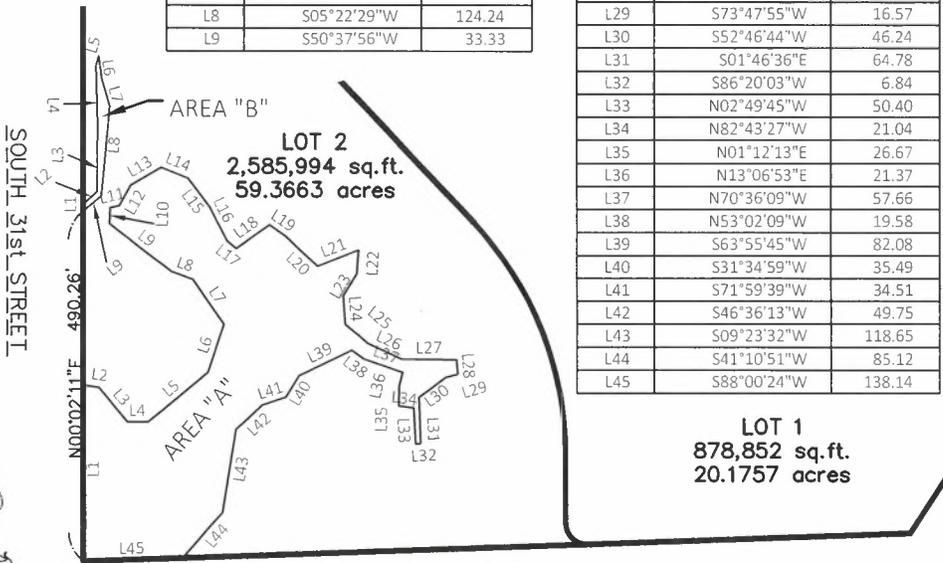
03/18/2025
REVISED 01-05-26

LINE TABLE
WETLAND AREA "B"

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

LINE TABLE
WETLAND AREA "A"

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



LOT 1
878,852 sq. ft.
20.1757 acres

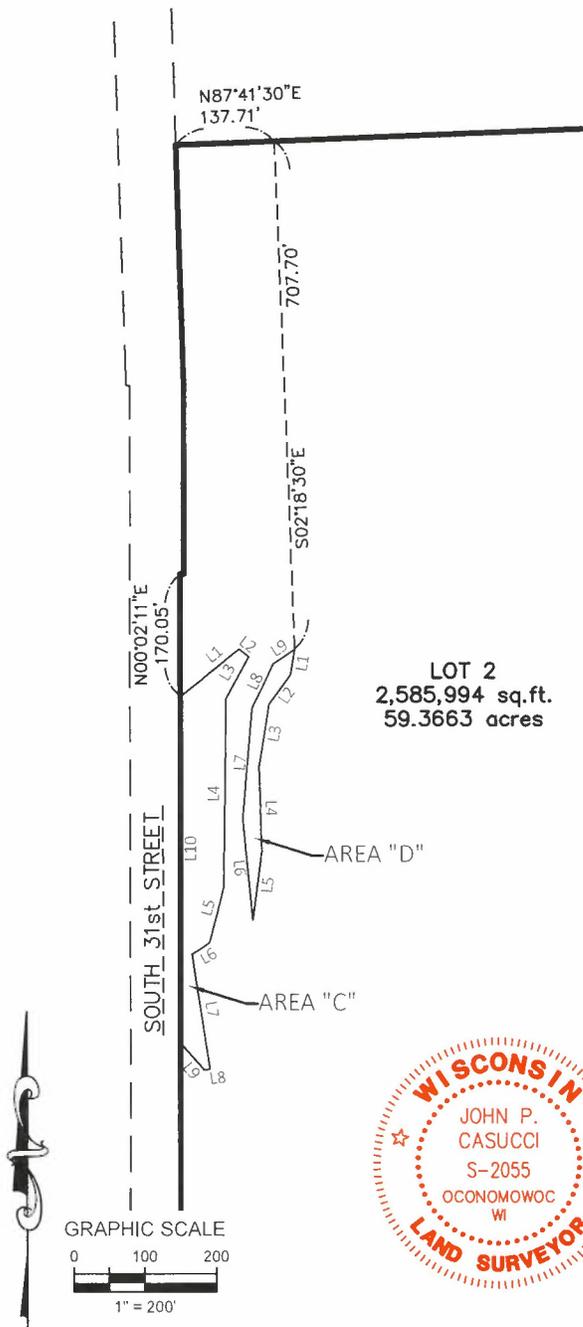
LOT 2
2,585,994 sq. ft.
59.3663 acres

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

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

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

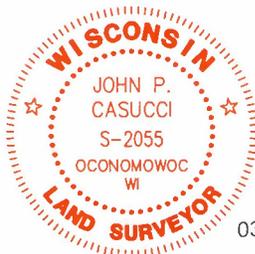


LINE TABLE
WETLAND AREA "C"

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

LINE TABLE
WETLAND AREA "D"

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



John P. Casucci
REVISED 01-05-26

03/18/2025

raSmith
CREATIVITY BEYOND ENGINEERING

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

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

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

LINE TABLE
WETLAND AREA "F"

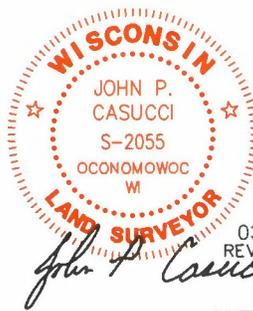
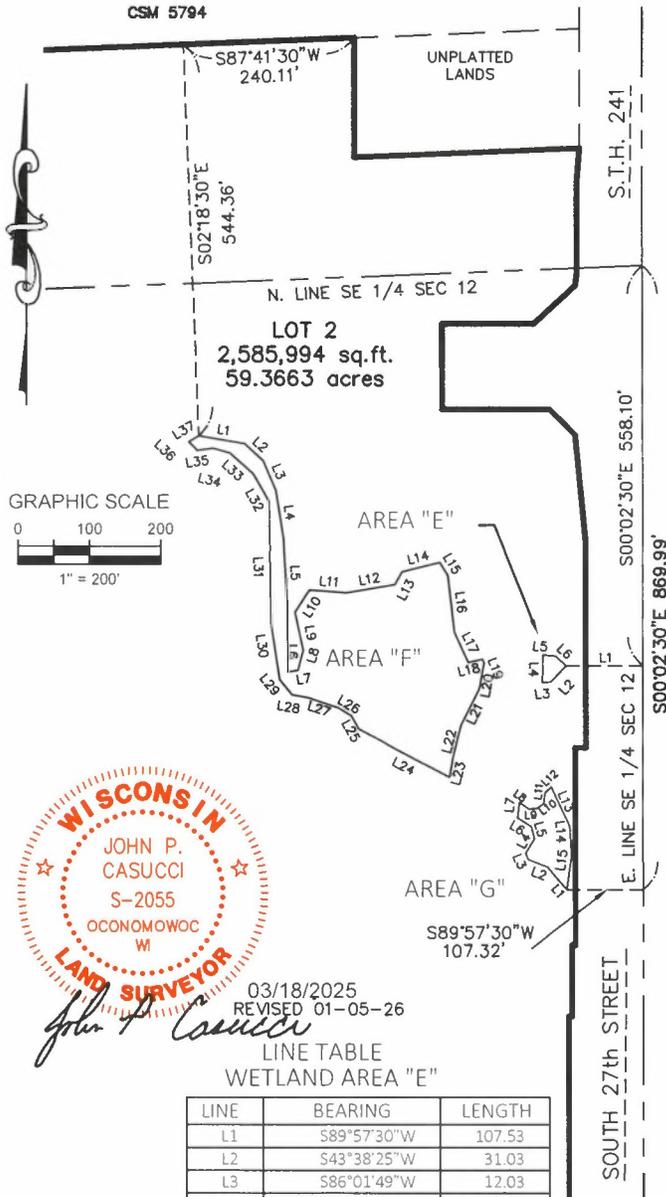
LINE	BEARING	LENGTH
L1	S80°33'58"E	64.62
L2	S47°47'18"E	35.16
L3	S22°23'57"E	45.53
L4	S08°43'41"E	67.83
L5	S03°33'48"E	97.69
L6	S00°11'50"E	88.31
L7	N80°17'14"E	14.61
L8	N15°08'00"E	28.62
L9	N12°28'30"W	54.18
L10	N33°30'20"E	37.10
L11	S85°39'03"E	52.11
L12	N80°17'16"E	69.09
L13	N29°04'21"E	20.31
L14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

LINE TABLE
WETLAND AREA "G"

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

LINE TABLE
WETLAND AREA "E"

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



03/18/2025
REVISED 01-05-26

John P. Casucci

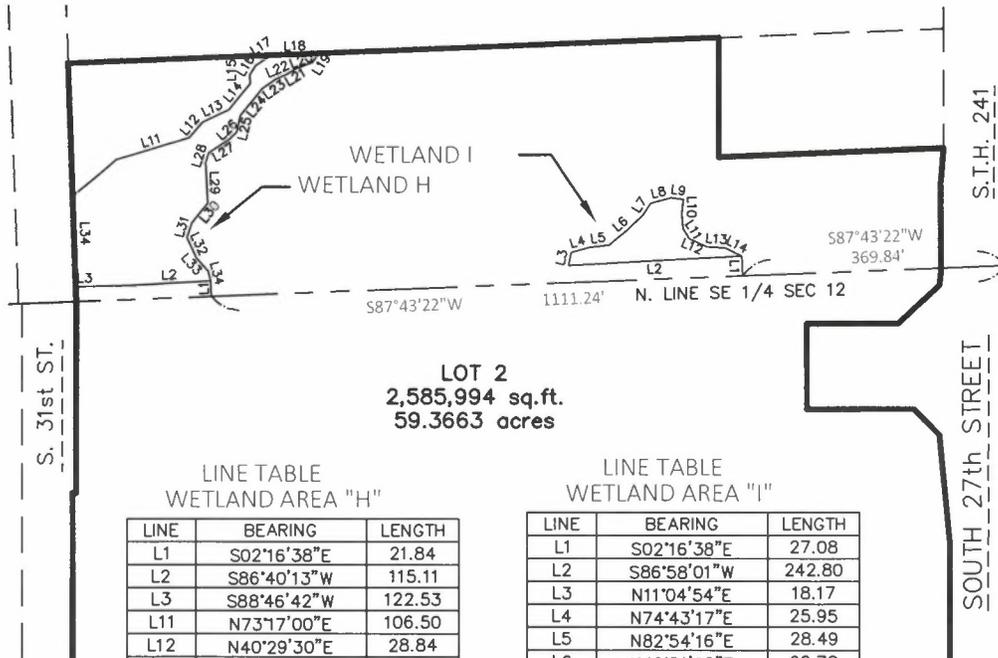
raSmith
CREATIVITY BEYOND ENGINEERING

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

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

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



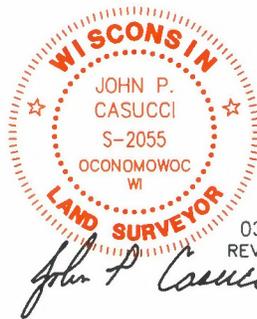
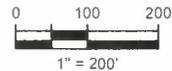
LINE TABLE
WETLAND AREA "H"

LINE	BEARING	LENGTH
L1	S02°16'38"E	21.84
L2	S86°40'13"W	115.11
L3	S88°46'42"W	122.53
L11	N73°17'00"E	106.50
L12	N40°29'30"E	28.84
L13	N65°25'56"E	41.27
L14	N39°46'28"E	46.88
L15	N00°59'41"W	12.98
L16	N31°42'52"E	14.64
L17	N57°50'11"E	26.65
L18	N87°41'30"E	65.87
L19	S33°52'47"W	15.46
L20	S70°33'51"W	25.46
L21	S58°21'28"W	15.33
L22	S67°39'08"W	15.93
L23	S53°54'44"W	22.71
L24	S39°09'10"W	48.49
L25	S12°37'14"W	23.37
L26	S46°51'01"W	15.59
L27	S57°30'41"W	34.52
L28	S16°37'15"W	14.63
L29	S03°00'52"E	56.09
L30	S39°31'43"W	34.80
L31	S18°42'17"W	21.94
L32	S25°23'56"E	30.70
L33	S41°46'45"E	24.85
L34	S15°09'33"E	13.97
L35	N01°49'50"E	126.05

LINE TABLE
WETLAND AREA "I"

LINE	BEARING	LENGTH
L1	S02°16'38"E	27.08
L2	S86°58'01"W	242.80
L3	N11°04'54"E	18.17
L4	N74°43'17"E	25.95
L5	N82°54'16"E	28.49
L6	N48°51'02"E	62.78
L7	N33°47'17"E	20.15
L8	N74°42'51"E	29.71
L9	S82°38'21"E	17.42
L10	S01°08'59"W	40.66
L11	S32°09'36"E	16.98
L12	S66°33'06"E	26.41
L13	S86°03'58"E	26.42
L14	S62°34'01"E	25.28

GRAPHIC SCALE



03/18/2025
REVISED 01-05-26

raSmith
CREATIVITY BEYOND ENGINEERING

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

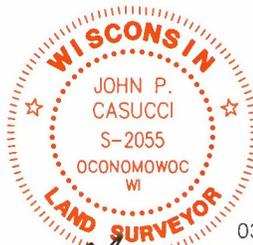
CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

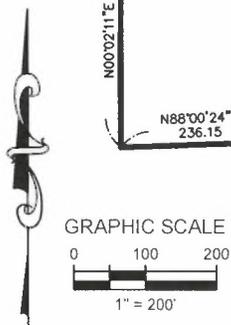
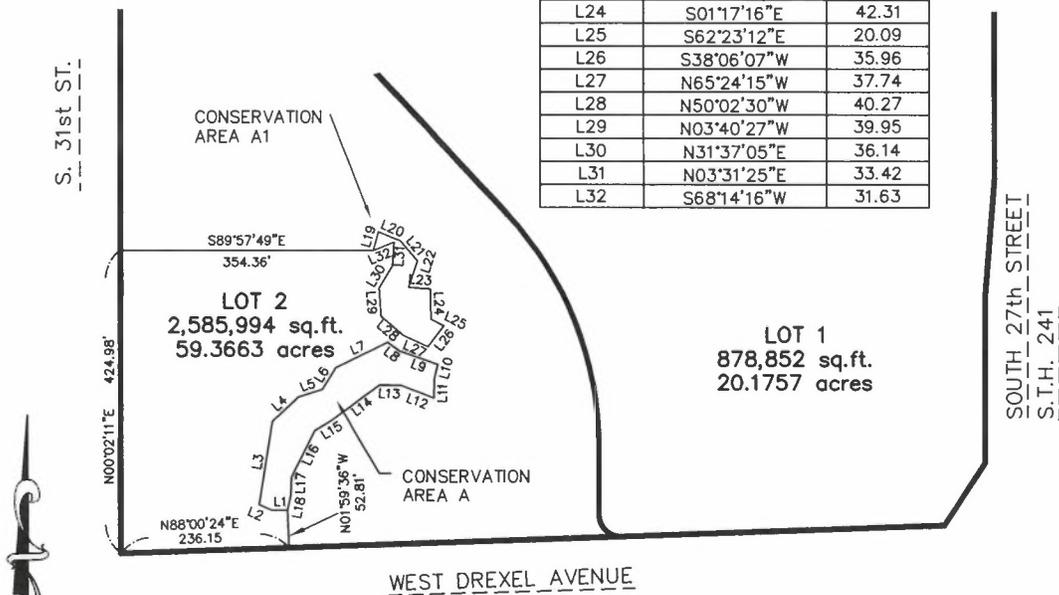
Conservation Area per Certified Survey Map No. 7389.

LINE TABLE
CONSERVATION AREA "A" & "A1"

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



03/18/2025
REVISED 01-05-26
John P. Casucci



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

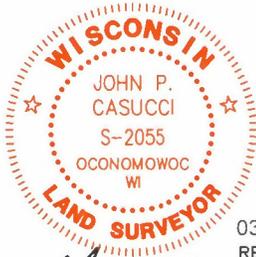
CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Conservation Area per Certified Survey Map No. 7389.

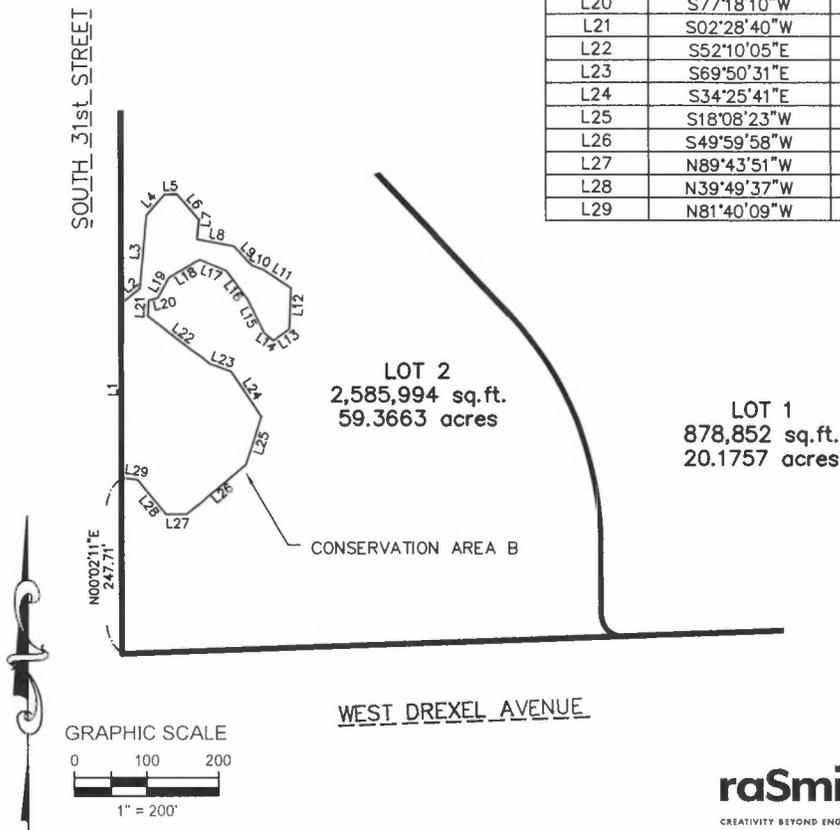
LINE TABLE
CONSERVATION AREA "B"

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



03/18/2025
REVISED 01-05-26

John P. Casucci



CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

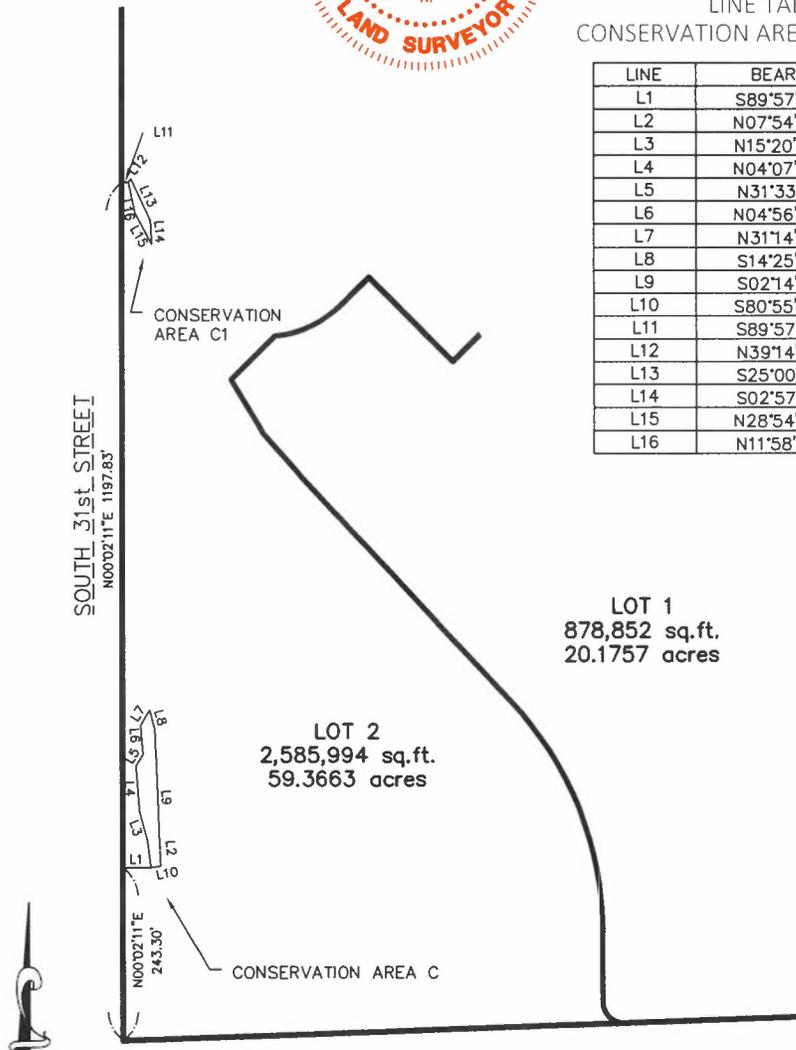
Conservation Area per Certified Survey Map No. 7389.



John P. Casucci
 03/18/2025
 REVISED 01-05-26

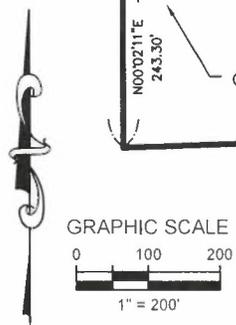
LINE TABLE
 CONSERVATION AREA "C" & "C1"

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



LOT 1
 878,852 sq. ft.
 20.1757 acres

LOT 2
 2,585,994 sq. ft.
 59.3663 acres



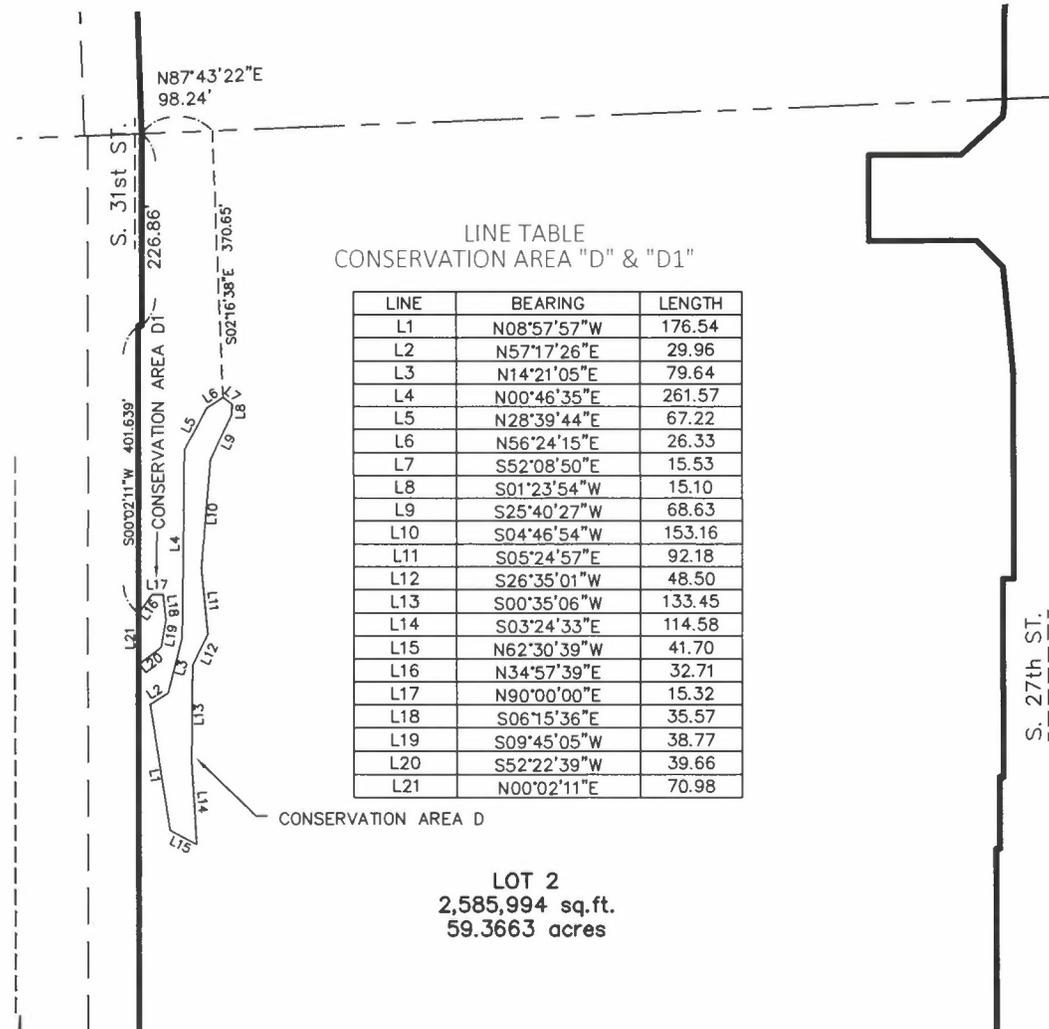
WEST DREXEL AVENUE

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

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

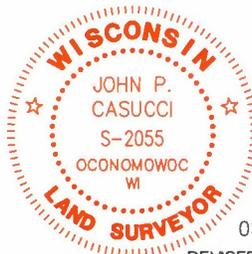
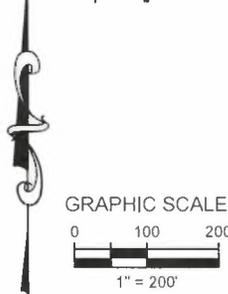
Conservation Area per Certified Survey Map No. 7389.



LINE TABLE
CONSERVATION AREA "D" & "D1"

LINE	BEARING	LENGTH
L1	N08°57'57"W	176.54
L2	N57°17'26"E	29.96
L3	N14°21'05"E	79.64
L4	N00°46'35"E	261.57
L5	N28°39'44"E	67.22
L6	N56°24'15"E	26.33
L7	S52°08'50"E	15.53
L8	S01°23'54"W	15.10
L9	S25°40'27"W	68.63
L10	S04°46'54"W	153.16
L11	S05°24'57"E	92.18
L12	S26°35'01"W	48.50
L13	S00°35'06"W	133.45
L14	S03°24'33"E	114.58
L15	N62°30'39"W	41.70
L16	N34°57'39"E	32.71
L17	N90°00'00"E	15.32
L18	S06°15'36"E	35.57
L19	S09°45'05"W	38.77
L20	S52°22'39"W	39.66
L21	N00°02'11"E	70.98

LOT 2
2,585,994 sq. ft.
59.3663 acres



John P. Casucci

03/18/2025
REVISED 01-05-26

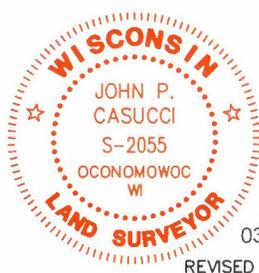
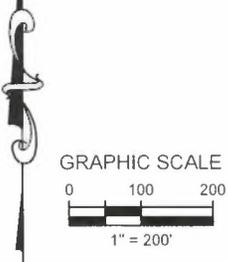
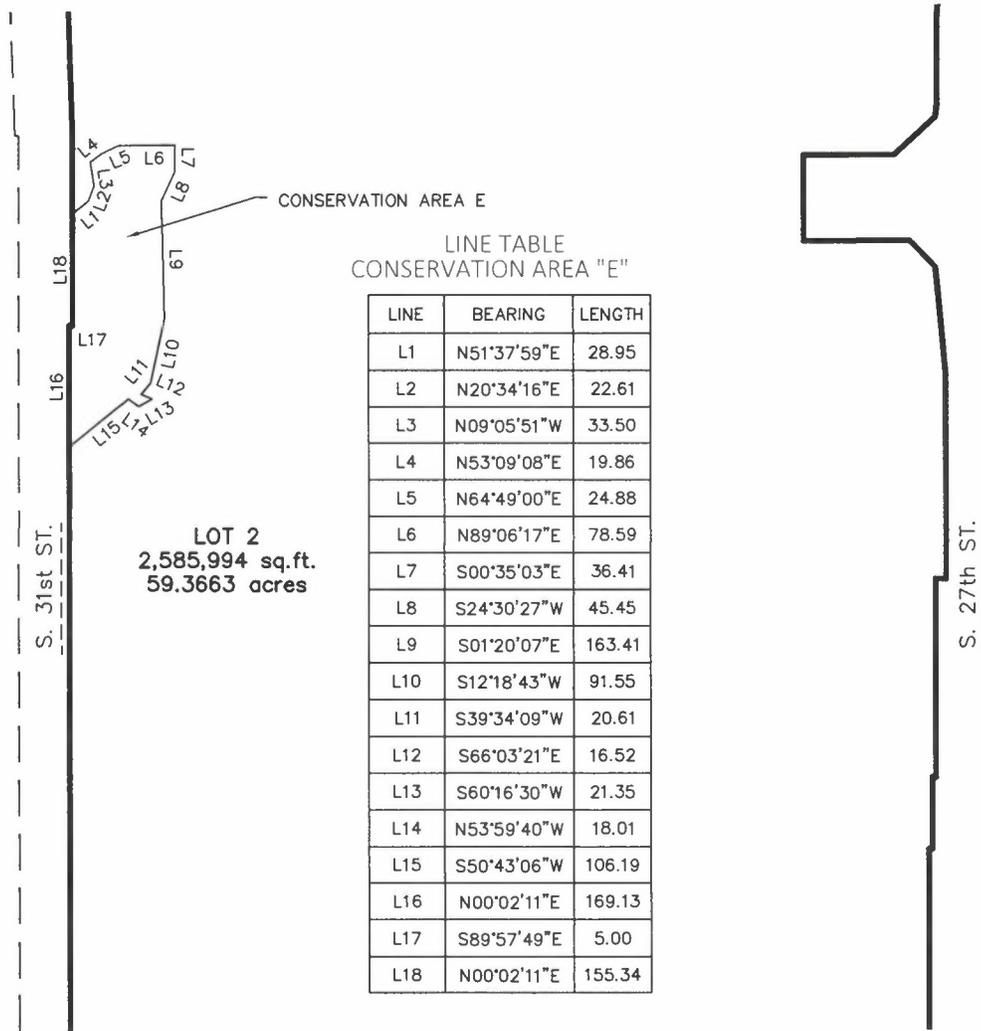


16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Conservation Area per Certified Survey Map No. 7389.



John P. Casucci

03/18/2025
REVISED 01-05-26

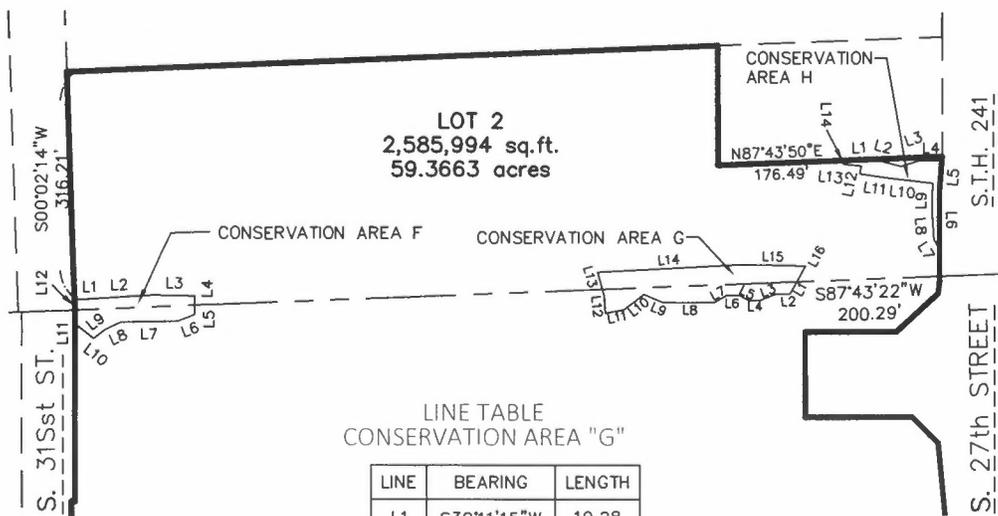
raSmith
CREATIVITY BEYOND ENGINEERING

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

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Conservation Area per Certified Survey Map No. 7389.



LINE TABLE
CONSERVATION AREA "G"

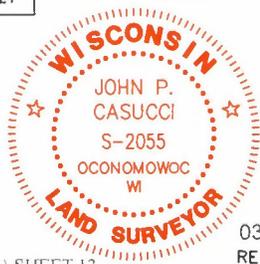
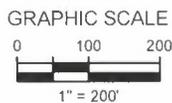
LINE	BEARING	LENGTH
L1	S30°11'15"W	19.28
L2	S87°18'32"W	20.30
L3	S68°37'03"W	22.18
L4	S88°48'27"W	17.07
L5	N62°18'34"W	15.06
L6	N89°57'24"W	18.04
L7	S59°44'36"W	20.03
L8	S89°59'47"W	71.13
L9	N66°49'05"W	28.86
L10	S52°19'41"W	35.11
L11	S79°17'33"W	25.68
L12	N05°04'48"W	24.63
L13	N14°26'01"W	33.98
L14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

LINE TABLE
CONSERVATION AREA "F"

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

LINE TABLE
CONSERVATION AREA "H"

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



John P. Casucci

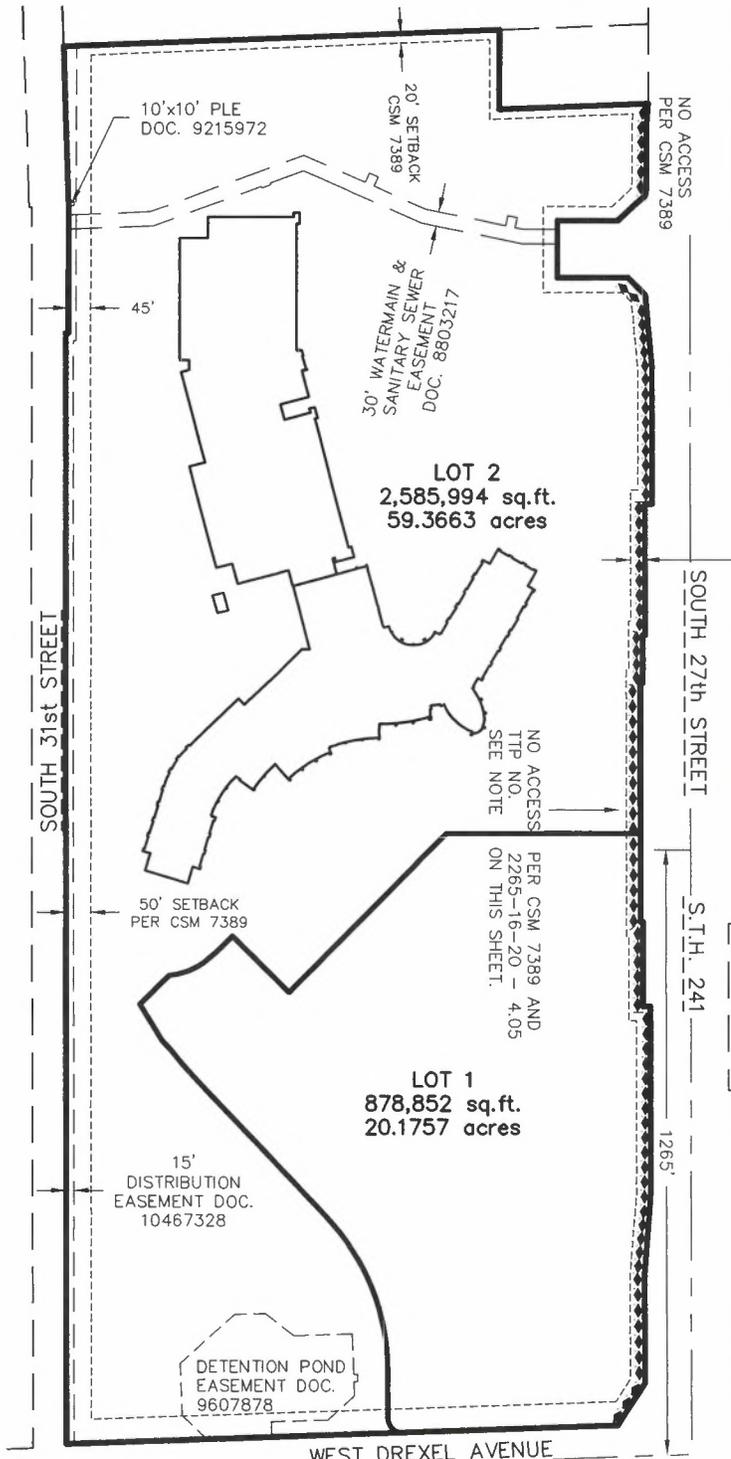
raSmith
CREATIVITY BEYOND ENGINEERING

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

03/18/2025
REVISED 01-05-26

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



EXISTING EASEMENTS

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

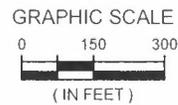
ONE ACCESS POINT TO STH 241 AT THE EXISTING MEDIAN OPENING APPROXIMATELY 1,265 FEET NORTH OF DREXEL AVE PER CORRECTION INSTRUMENT DOCUMENT NO. _____

30' CITY OF FRANKLIN ZONING SETBACK



John P. Casucci

03/18/2025
 REVISED 01-05-26



CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

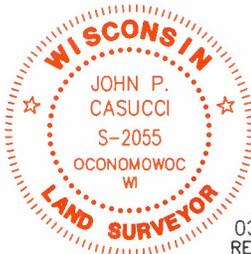
STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

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

THAT I have surveyed, divided and mapped a division of a part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

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

(continued on sheet 16)



John P. Casucci

03/18/2025
REVISED 01-05-26



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

CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

(continued from sheet 15)

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

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

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

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

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

03/18/2025
Field date
REVISED 01-05-26



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

CITY OF FRANKLIN COMMON COUNCIL APPROVAL & DEDICATION ACCEPTANCE

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

signed on this _____, day of _____, 2025.

John Nelson, Mayor

Shirley Roberts, City clerk



CERTIFIED SURVEY MAP NO. _____

Part of Parcel 1, in Certified Survey Map No. 7389, being in the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4, all in Section 12, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

DOT CERTIFICATION NO. 40-241-0690-02 PER CERTIFIED SURVEY MAP NO. 7389
AND CORRECTION INSTRUMENT RECORDED AS DOCUMENT NO. _____

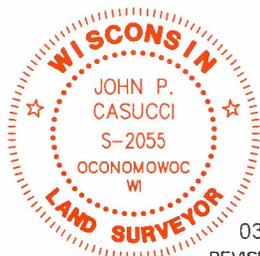
ACCESS RESTRICTION

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of U.S.H. 241 except for one access point to STH 241 at the existing median opening approximately 1,265 feet north of Drexel Ave.

it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its assigns. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable.

NOISE ABATEMENT

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



John P. Casucci

03/18/2025

REVISED 01-05-26

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2026
REPORTS AND RECOMMENDATIONS	A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for an Attached Accessory Dwelling Unit Upon Property Located at 8866 W. Puetz Road (TKN 839 9997 009)	ITEM NUMBER 95.5 Ald. District 2

The property owner and applicant is requesting approval of an approximately 795 square foot, 1 bedroom/1 bathroom attached accessory dwelling unit use for the property located at 8866 W. Puetz Road. Attached accessory dwelling units are a Conditional Use in the R-SR: Suburban Residence District.

Construction of the proposed accessory dwelling unit will require removal of two trees and there is a non-conforming parking pad at the property. Staff recommend approval of the Conditional Use subject to the conditions in the attached Resolution.

A properly noticed public hearing was held at the February 19th, 2026 Plan Commission meeting and there were no public comments. At its February 19, 2026 meeting, the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a conditional use for an attached accessory dwelling unit upon the property located at 8866 W. Puetz Road (TKN 839 9997 009).

Planning: RCSM

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Imposing Conditions and Restrictions for the Approval of a Conditional Use for an Attached Accessory Dwelling Unit Upon Property Located at 8866 W. Puetz Road (TKN 839 9997 009).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A CONDITIONAL USE FOR AN ATTACHED ACCESSORY
DWELLING UNIT UPON PROPERTY LOCATED
AT 8866 W. PUETZ ROAD (TAX KEY NO. 839 9997 009, BENJAMIN BLOMQUIST,
PROPERTY OWNER AND APPLICANT)

WHEREAS, BENJAMIN BLOMQUIST, having petitioned the City of Franklin for the approval of a Conditional Use within the R-SR Suburban Residence District under Accessory Use Titles "Attached Accessory Dwelling Unit", to construct an accessory dwelling for use by the property owner, at 8866 W. Puetz Road, bearing Tax Key No. 839 9997 009, more particularly described as follows:

LOT 2 OF CERTIFIED SURVEY MAP NO. 5910, BEING A
REDIVISION OF LOT 3 OF CERTIFIED SURVEY MAP NO. 5122,
BEING A PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼
OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY
OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9-06E. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 19th day of February, 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 §15-9-06H of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Conditional Use, subject to conditions, meets the standards set forth under §15-9-06H of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Benjamin Blomquist, 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:

BLOMQUIST ATTACHED ADU – CONDITIONAL USE
RESOLUTION NO. 2026-_____

Page 2

1. That this Conditional Use is approved only for the use of the subject property by Benjamin Blomquist, successors and assigns, as an attached accessory dwelling unit, which shall be developed in substantial compliance with, and operated and maintained by Benjamin Blomquist, pursuant to the application materials City file-stamped December 11, 2025.
2. Benjamin Blomquist, 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 Blomquist attached accessory dwelling unit, 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 Benjamin Blomquist and the attached accessory dwelling unit use located at 8866 W. Puetz Road: (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 approval granted hereunder is conditional upon the approval of a Natural Resource Protection Plan and Compensation Plan to address removal of two trees on the property to build the subject attached accessory dwelling unit, as set forth under §15-7-03 of the Unified Development Ordinance. The applicant shall submit these plans to the Department of City Development for review. Approval of the aforementioned plans shall be required prior to the issuance of any building permits for the attached accessory dwelling unit.
5. The approval granted hereunder is conditional upon the existing non-conforming concrete parking pad on the property being brought into compliance with Unified Development Ordinance §15-5-02, which requires that parking pads and driveways have a minimum 5 foot setback from side property lines. The parking pad setback shall be conforming prior to the issuance of any building permit for the attached accessory dwelling unit.

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

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9-14 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from

BLOMQUIST ATTACHED ADU – CONDITIONAL USE
RESOLUTION NO. 2026-_____

Page 3

time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Conditional Use Permit as is contemplated by §15-9-06 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9-06J. of the Unified Development Ordinance, that the Conditional Use permission granted under this Resolution shall be null and void upon the expiration of two years from the date of adoption of this Resolution, unless the Conditional Use has been established by way of the issuance of an occupancy permit for such use.

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

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of March, 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.2

Meeting of February 19, 2026

Conditional Use

RECOMMENDATION: The Department of City Development recommends approval of this Conditional Use request for an Attached Accessory Dwelling Unit, which is a conditional accessory use in the R-SR: Suburban Residence District.

Project Name: Blomquist Attached ADU
Property Owner: Benjamin C. Blomquist
Applicant: Benjamin C. Blomquist
Agent: Joe Malkowski, JM Design Studio
Project Address/Tax Key: 8866 W. Puetz Rd / 839 9997 009
Aldermanic District: District 2
Zoning District: R-SR: Suburban Residence District
Staff Planner: Rose Melton, Assistant Planner
Application Number: PPZ25-0202

Introduction:

The property owner and applicant, Benjamin Blomquist, requests approval of an attached accessory dwelling unit (ADU) at 866 W. Puetz Rd. Attached accessory dwelling units are a conditional use in the R-SR: Suburban Residence District. Once completed, the ADU will be approximately 795 square feet and will have one bedroom and one bathroom.

Project Analysis:

This application is only for the review of the accessory dwelling unit use for the property based on the use-specific and conditional use standards. The proposed accessory dwelling unit will also require building and trades permits.

Summary of Standard	Staff's Finding
1. <i>Ordinance and Comprehensive Master Plan purposes and intent.</i>	The proposed accessory dwelling unit is consistent with the comprehensive plan as this property is intended for residential uses by the <i>City of Franklin 2025 Comprehensive Master Plan</i> . The R-SR: Suburban Residence District is intended to allow infill development and new residential growth. An accessory dwelling unit is compatible with and advances this zoning district's intention.
2. <i>No Undue Adverse Impact.</i>	The proposed accessory dwelling unit (ADU) is consistent with the residential character of the surrounding properties in both form and

Summary of Standard	Staff's Finding
	use. The ADU adheres to the zoning regulations intended to prevent adverse impact on adjacent properties including height, setback, and impervious surface regulations.
3. <i>Compatibility with Surrounding Development.</i>	<p>The subject and surrounding properties to the north, east, and west are zoned R-SR: Suburban Residence District. This district, and the existing development pattern, consists of suburban character residential development. Properties to the south are zoned Planned Development Legacy 20, which is a residential development. The proposed accessory dwelling unit use would be compatible with the current conditions of surrounding development.</p> <p>The proposed accessory dwelling unit also will not be visible from Puetz Road.</p>
4. <i>Adequate Public Facilities.</i>	The applicant intends to utilize the existing water and sewer service connection to serve both the accessory dwelling unit and existing home.
5. <i>Adequate Circulation.</i>	The Unified Development Ordinance requires that the principal and accessory dwelling are served by the same driveway. Traffic generated by the accessory dwelling unit will not exceed that of typical residential uses.
6. <i>No Destruction of Significant Features.</i>	Two trees are proposed to be removed from the location where the accessory dwelling unit will be built. Trees with a diameter at breast height of 8 inches or greater are protected natural resources by the city of Franklin. The trees' removal will require compensation according to Table 15-7-03 of the Unified Development Ordinance. As a result, the applicant will need to complete a Natural Resource Protection Plan and Compensation Plan in addition to this Conditional Use request. Please see the Site Compliance section for an image of the trees proposed to be removed.
7. <i>Compliance with Standards.</i>	<p>Review for Compliance with Attached Accessory Dwelling Unit Standards Below:</p> <ol style="list-style-type: none"> 1. Complies; Only one ADU is proposed for the lot 2. Complies; No detached garage is present 3. In progress; Conditional Use permit required, application under review 4. Complies; Proposed ADU located behind attached garage 5. Complies; Proposed ADU square footage complies with the maximum allowed 6. Complies; Height does not exceed principal dwelling

Summary of Standard	Staff's Finding
	7. Does not apply 8. Complies; Proposed side and rear setback exceed the minimum 9. Complies; See above 10. Complies; Driveway serves both dwellings 11. Complies; See proposed elevations 12. Complies; Owner intends to live in the ADU

Site Compliance:

A non-conforming concrete parking pad exists on the property. The parking pad is closer than the 5 foot minimum setback for driveways and parking pads. Planning staff recommend that bringing the parking pad into compliance with the Unified Development Standards Section 15-05-02, Driveways, be included as a condition of the permit. The property owner has expressed willingness to cut the parking pad to meet the setback requirement. There are also two accessory structures, including a tent structure, being used for storage located within the footprint of the proposed accessory dwelling unit. Staff believe that proposed garage expansion and accessory dwelling unit may help resolve this storage on the property.

Trees to be removed, photo taken during site visit.



Aerial view of parking pad, screenshot from Franklin Utility Viewer and 2024 aerial imagery.



Staff Recommendation:

The Department of City Development recommends approval of this Conditional Use request for an Attached Accessory Dwelling Unit, which is a Conditional Use in the R-SR: Suburban Residence District, subject to the following conditions as listed on the Draft Resolution:

- A Natural Resources Protection Plan and a Compensation Plan to address the removal of two large trees on the property shall be submitted to the Department of City Development

for review. Approval of these plans shall be required before building permits may be issued for the accessory dwelling unit.

- The existing non-conforming concrete parking pad shall be brought into compliance with the 5 foot minimum setback requirement as set forth in Unified Development Ordinance §15-5-02. This alteration shall be required before building permits may be issued for the accessory dwelling unit.

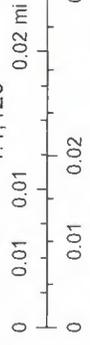
City of Franklin Property Viewer



2/11/2026, 3:29:49 PM

Parcel

1:1,128



SE Misc Reg Planning Comm., SEWRPC, Microsoft, Vantor



Date: January 20, 2025
To: Joe Malkowski
From: Department of City Development. Rose Melton, Assistant Planner
RE: Staff Comments, 8866 W. Puetz Rd / 839 9997 009

Please be advised that city staff has reviewed the above application received on December 11, 2025, for a proposed Conditional Use for an Attached Accessory Dwelling Unit on the property located at 8866 W. Puetz Rd / 839 9997 009. The following comments are for your review and consideration.

Planning Department

Please provide general comments for General Standards for Conditional Uses 5 and 6. The comments should elaborate on why the proposal is not in conflict with the standards.

Bringing the existing concrete pad into compliance with the required 5-foot setback for driveways/parking pads may be included as a condition of the approval.

Inspection Services Department

Project will require separate Building, HVAC, Plumbing and Electrical Permits.

Engineering Department

Is the existing concrete on the west side of the garage being removed for the walkway??

Is it being replaced with the grass seed??

If is not intended to be removed the side yard setback should apply or the 5' from the property for any driveway should apply.

8866 W. Puetz Road Legal Description:

LOT 2 OF CERTIFIED SURVEY MAP NO. 5910, BEING A REDIVISION OF LOT 3 OF CERTIFIED SURVEY MAP NO. 5122, BEING A PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

Conditional Use Project Narrative

RE: 8866 W. Puetz Road

This Conditional Use Application is for an attached Accessory Dwelling Unit (ADU) to an existing single family home. This has been the primary residence for Ben Blomquist, the property owner, since 1994. Ben and his wife raised two children in the home and now have three grandchildren. Ben is a self-employed Master Plumber, with his own plumbing contractor business, Flowrite Plumbing. As a recent widower, Ben would like to be able to accommodate living quarters for himself, and his children and grandchildren, while at the same time providing both parties with relative privacy. Ben is intending on living in the ADU.

The proposed ADU will be located behind a proposed attached, 2-car garage. The existing attached 2-car garage will be demolished for the proposed garage and ADU. The proposed ADU will not be visible from the street (Puetz Road), and will have cladding and fenestration that matches the existing house. The ADU will be a single story (approx. 795 sq. ft.), with 1 bedroom, 1 bathroom, and a full basement. If approved, Ben anticipates starting construction in the spring of 2026.

Standards for Conditional Uses

Date: 12/10/25
Property Owner: Ben Blomquist
Property Address: 8866 W Puetz Road

SECTION 15-9-06.H GENERAL STANDARDS FOR CONDITIONAL USES

General Standards. No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this UDO was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response:

Proposed ADU size and location meets the criteria required for R-SR zoning: setback distances, building height 14'-6"(<35'), and impervious surface coverage 5,118 sq. ft. (<50%). Proposed ADU meets UDO section 15-4-13 requirements: location (interior side/rear), size (<1,200 sq. ft.), height (< principle dwelling), served by common driveway, and architectural features. Proposed ADU shall be owner's primary residence.

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response:

The property owner has a good relationship with both neighbors to the east and west of the his property. Both neighbors are aware of the owner's intents of the project and are supportive. During construction, care will be taken to prevent soil erosion to neighboring properties.

3. **Compatibility with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

Response:

The proposed attached garage and Accessory Dwelling Unit (ADU) height will not exceed the principle house height. The ADU will not be visible from the Puetz Road due to its location and height.

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Response:

The existing house shall supply the proposed Accessory Dwelling Unit (ADU) with water, gas and electricity. The ADU shall be provided with a sewage lift station and connect its sewer line to the existing house.

5. **Adequate Circulation.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response:

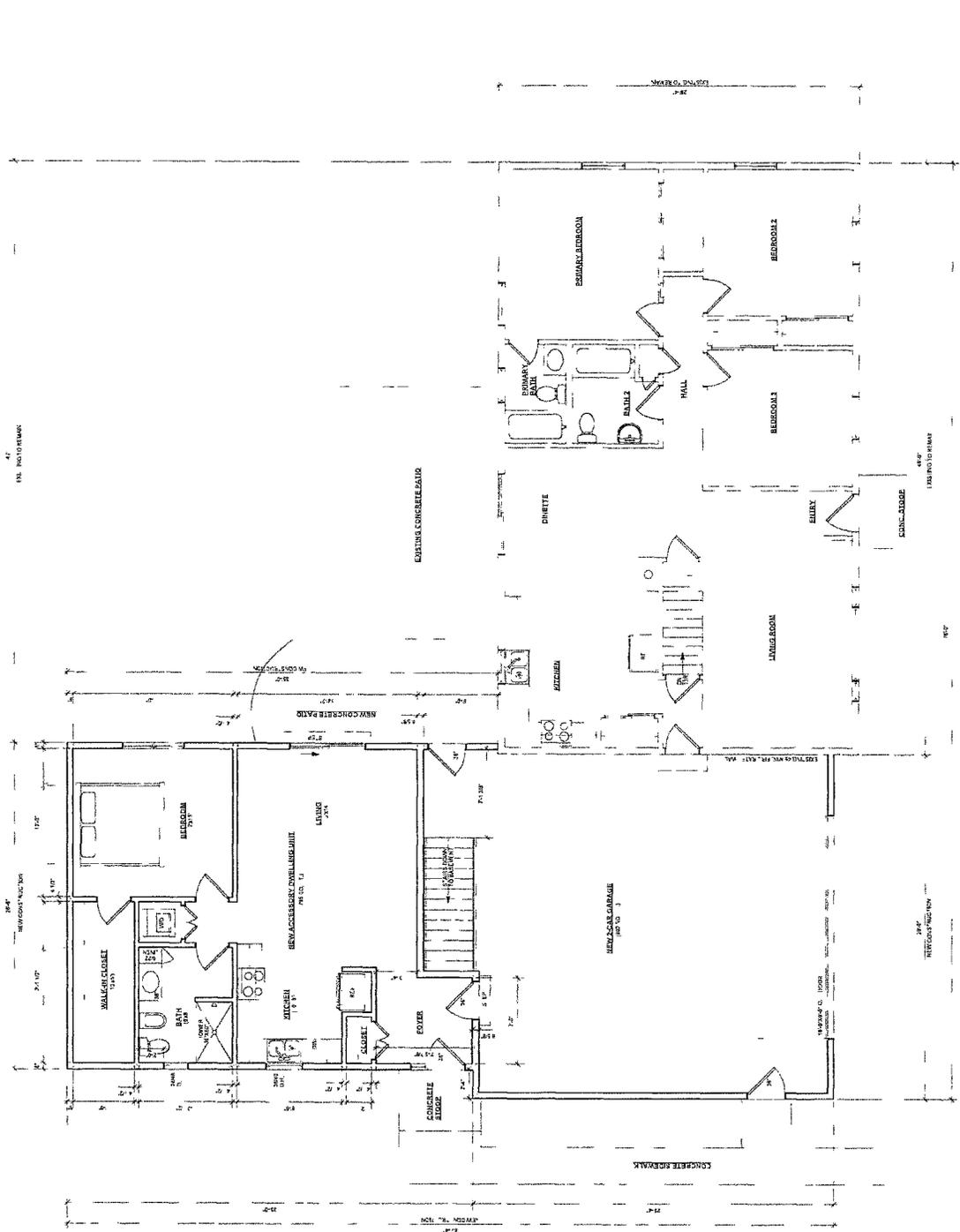
The same number of vehicles will be entering/exiting the property as is currently. The number of occupants living on the property is not increasing with the addition of the ADU.

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. This criterion shall be deemed to have been met with respect to natural features upon approval by the Plan Commission of a Natural Resource Protection Plan for the proposed use.

Response:

Two locust trees behind the existing garage will be removed. No other natural features will be removed. Any top soil disturbed during construction will be repaired with grass seed.

PLAN COMMISSION REVIEW SET 1/26/26



BUILDING AREAS:
 EXISTING HOUSE GROSS AREA 1,685 SQ. FT.
 NEW GARAGE GROSS AREA 963 SQ. FT.
 NEW ADDITION GROSS AREA 2,765 SQ. FT.
 TOTAL GROSS AREA 5,413 SQ. FT.

LEGEND:

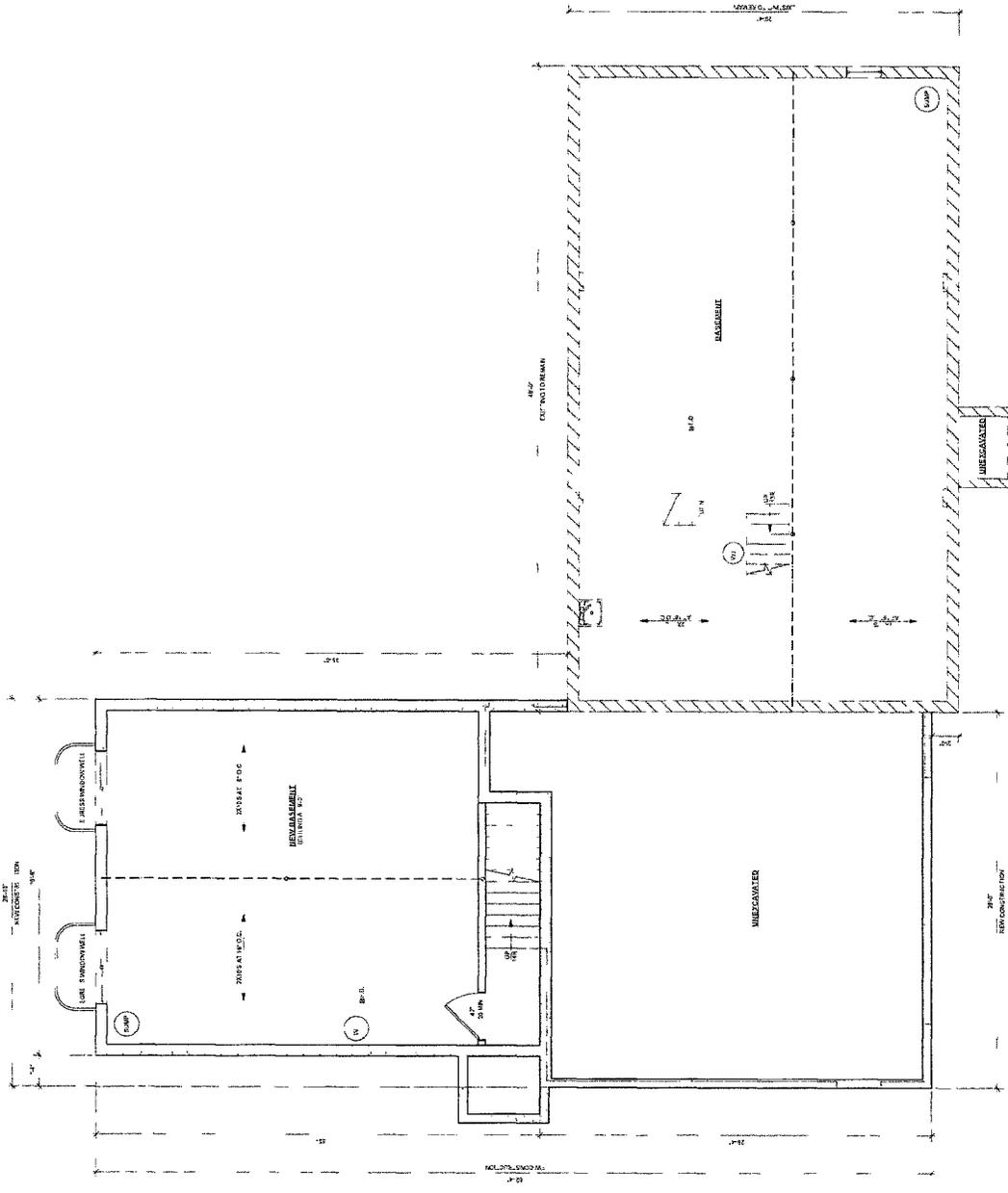
(Solid line)	EXISTING WALLS TO REMAIN
(Dashed line)	NEW WALLS
(Thick solid line)	NEW CONCRETE



1 PROPOSED FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"

PLAN COMMISSION REVIEW SET 1/26/26

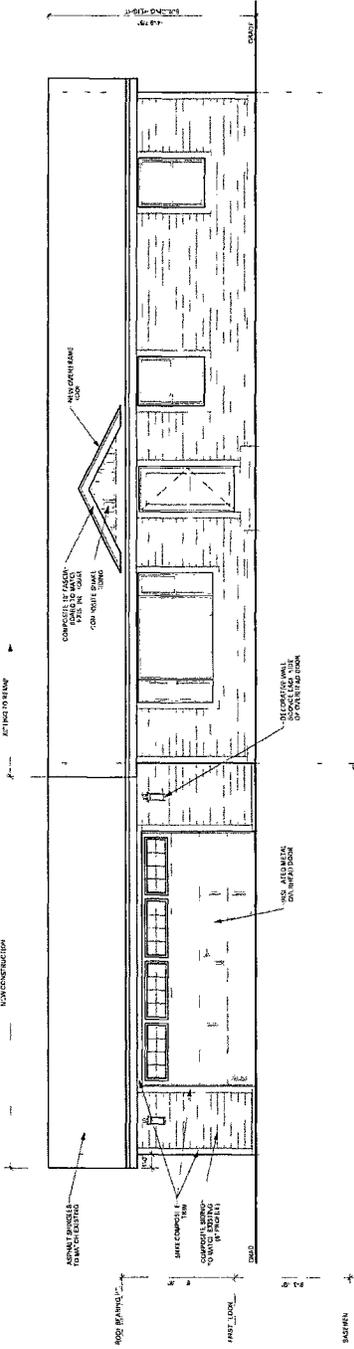
A1.2



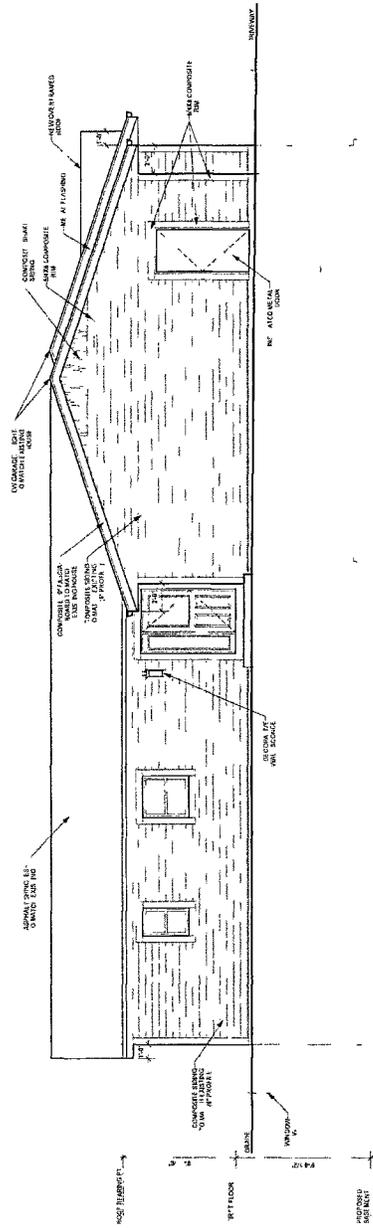
7 PROPOSED BASEMENT PLAN
SCALE 1/4" = 1'-0"

BUILDING AREA: 1,085 SQ. FT.
 EXISTING BASEMENT CROSS AREA: 405 SQ. FT.
 NEW BASEMENT CROSS AREA: 405 SQ. FT.
 TOTAL BASEMENT CROSS AREA: 2,311 SQ. FT.

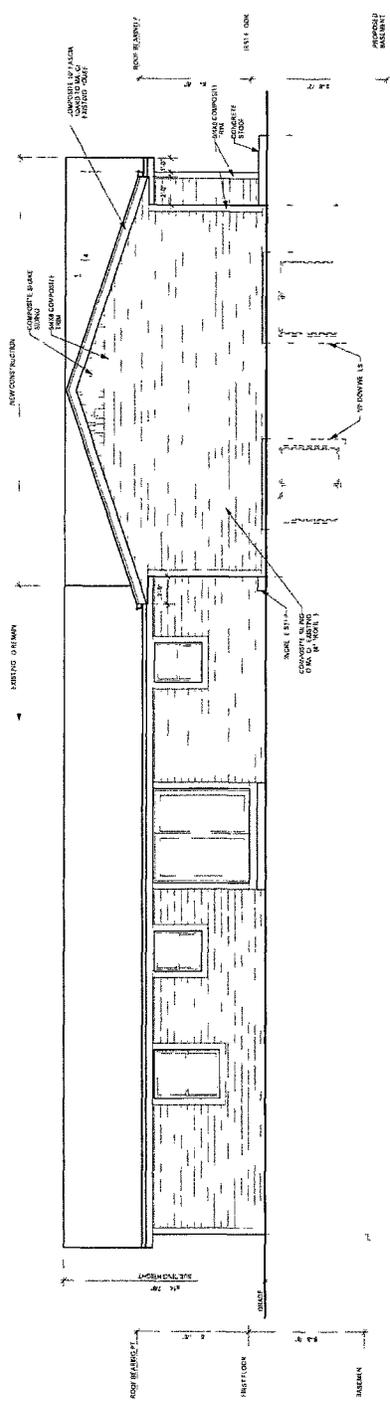
PLAN COMMISSION REVIEW SET 1/26/26



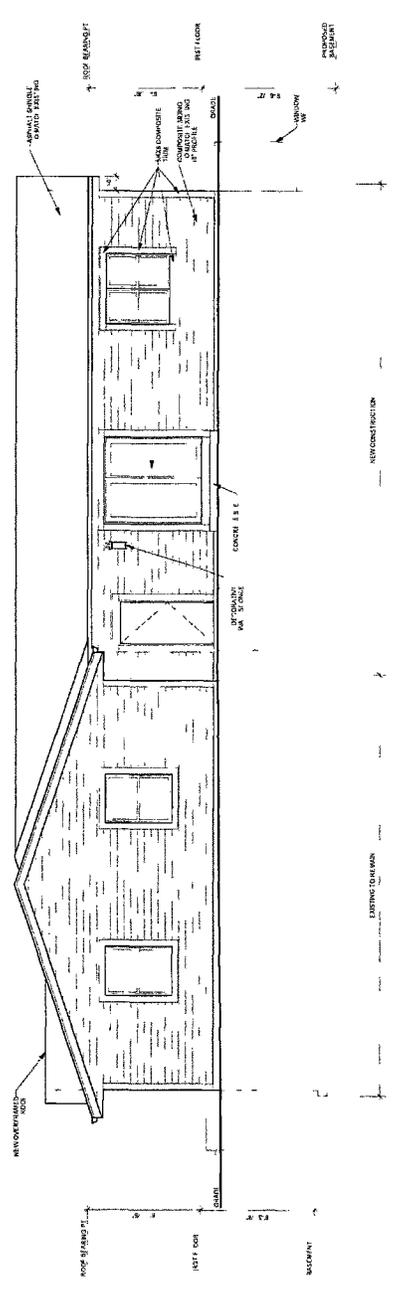
1 PROPOSED FRONT (SOUTH) ELEVATION
SCALE 1/4" = 1'-0"



2 PROPOSED SIDE (WEST) ELEVATION
SCALE 1/4" = 1'-0"



1 PROPOSED REAR (NORTH) ELEVATION
SCALE 1/4" = 1'-0"



2 PROPOSED (EAST) ELEVATION
SCALE 1/4" = 1'-0"

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3-3-26
REPORTS & RECOMMENDATIONS	COUNTRY RISING CONCERT AND TACOS & TEQUILA	ITEM NUMBER <i>H. Le.</i> Ald. Dist 6

At the request of the Common Council, the application for Country Rising Concert Festival and Tacos & Tequila, Extraordinary Entertainment and Special Event application is coming back for further discussion and action.

COUNCIL ACTION REQUESTED

Motion to approve ROC Ventures – Country Rising Concert and Tacos & Tequila Concert Festivals 2026, applicant ROC Ventures (Michael Zimmerman & Carinn Hoffmann) with Social House Entertainment, event to be held at 7035 S. Ballpark Dr., Franklin Field, Friday and Saturday, May 29th and 30th.

Or as directed.



9229 W Loomis Rd, Franklin, WI 53132-9630
Telephone: 414-425-7500

City Clerk's Office
Fax: 414-425-6428

EXTRAORDINARY ENTERTAINMENT & SPECIAL EVENT APPLICATION

Application must be received a minimum of 30 working days prior to event.

Applicant Name Carinn Hoffmann

Name & Description of Event Country Rising Concert Festival & Tacos & Tequila Concert Festival

Event Location (address and full description) 7035 S. Ballpark Dr. Franklin WI 53132

Owner of Property Michael Zimmerman

Day(s) and Dates(s) of Event Setup Begin 05/25 - Show Date 05/29 & 05/30

Start Time 11am End Time 11pm

Duration of Show (for fireworks displays) _____

Setup Date(s)/Time(s) 05/25 - 05/30 (8am-11pm)

Breakdown Date(s)/Time(s) 05/30 - 11pm - 06/02 12pm

Maximum number attending per day 10,000

Maximum number of tickets to be sold (if any) per day 10,000

(If corporation, attach certified copy of Articles of Incorporation together with the name, age, residence and mailing address of each person holding more than 10% of the stock.)

Person in Charge of Event Name: ROC Ventures (Michael Zimmerman & Carinn Hoffmann) Social House Entertainment

Address (including City/State/Zip) 7044 S. Ballpark Dr. Franklin WI 53132

Home phone _____ Cell 414-364-6660

E-mail _____ Business phone 414-285-3448

Fax _____ Business E-Mail Carinnh@rocventures.org

7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots and shuttle services.
8. Provide plans for telephone services, including source, number and location.
9. Provide plans for security, including number of guards, deployment, names, addresses, credentials and hours of availability.
10. Provide plans for fire protection, including number, type and locations of all protective devices, including alarms & extinguishers, number of emergency fire personnel available.
11. Provide plans for sound control and amplification, including numbers; locations and power of amplifiers & speakers.
12. Provide plans for food and beverage concessions and concessionaires, including names, addresses and license or permit numbers.
13. Provide plans and specific descriptions for each of any other type of vendor or provider of amusements or entertainments, including names, addresses and license or permit numbers.
14. Provide Certificate of Insurance no later than 10 days prior to the event.
15. \$175.00/day consecutive day event with no breaks up to four days *2 day S*
 \$750.00 Multi-day event (five days or more events, flat fee)
 bond letter of credit cash deposit
 (due no later than 10 days prior to the event, based upon anticipated cost of services)
 _____ Police services
 _____ Fire services
 _____ Health Department services, if needed
 _____ Total estimated costs
16. Decibel limit will not exceed _____ decibels. - *see #16 attached*

Applicant agrees to indemnify and save harmless the City of Franklin from and against any and all liabilities, claims, demands, judgments, losses and/or all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, arising in any way as a consequence of the granting of a license for this special event. Applicant affirms that the statements contained in this application are true and correct to the best knowledge of Applicant.

Date 1/26/2026

Conan Apperson

Signature of Applicant

RECEIVED 1-26-26 REPORTED TO COUNCIL _____ LICENSE # _____ SERVICE FEE TO BE INVOICED _____

Extraordinary Entertainment & Special Event Application

ROC Ventures
Summer Music Festival
May 2026

1. Provide plans to limit the maximum number of people permitted to assemble.
 - a. Franklin Field capacity in this application using formula of 1 person per 7 sq ft is 13,627. Based on prior experience, restroom capacity (temporary and permanent), and parking; 2026 event maximum capacity will be limited to 10,000 attendees. Tickets are limited on inventories are to not exceed this number.
2. Provide plans for fencing the location of the special event and the gates contained in such fence. A detailed drawing must be submitted as part of this application.
 - a. The event will utilize the existing infrastructure of Franklin Field. Fencing and barricade will be in place to assist in crowd control. Additional box office gates will be added, and appropriate queue lines constructed based on attendee count. Rideshare box office will be temporarily added to the south gate. Please refer to the attached site plan for details.
3. Provide plans for supplying potable water, including the source, amount available, and location of outlets.
 - a. The event will utilize the existing infrastructure of Franklin Field. Please refer to the attached site plan
4. Provide plans for providing toilet and lavatory facilities, including the source, number, location, type and means of disposing waste.
 - a. The event will utilize the existing infrastructure of Franklin Field. Additionally, portable toilets and handwash stations will be added to the field and concourse levels. Please refer to the attached site plan
5. Provide plans for holding, collecting, & disposal of solid waste material.
 - a. Existing infrastructure will be used for collection and disposal of trash with the addition of disposable garbage containers distributed amongst concourse and field level. Increasing trash pickup schedules will limit the accumulation of trash. In addition, we will be add roll-off dumpsters for location specific trash pickup.
6. Provide plans, if any, to illuminate the location, including sources and amounts of power and location of lamps.
 - a. Existing field lighting, parking lot lighting, and general illumination which exists at Franklin field will be utilized. Additionally, theatrical lighting to support the musicians will be used. Please refer to attached site plan for location.
7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots, and shuttle services.
 - a. To monitor and control parking and traffic, we will hire parking attendants that will be equipped with flashlights, safety vests, and two-way radios to guide attendees into appointed lots. In addition to our current special event parking plans, overflow lots will be utilized as needed with shuttle services provided. See attached plan.
 - b. This will be a prepaid-only parking event. Paid parking will limit vehicle count and traffic

c. A ride share (Uber, Lyft, etc) pickup / dropoff point has been designated

8. Provide plans for telephone services, including source, number and location

a. Current services inside the Franklin Field will be utilized. In addition, our onsite event managers will each have cellphones available for use.

9. Provide plans for security, including number of guards, deployment, names, addresses, credentials, and hours of availability

a. A hired security team will be onsite for each operating date. The security team will report directly to the event manager. Number of guards, and deployment to be determined based on event attendance. Names, and credentials will be provided upon request.

10. Provide plans for fire protection, including number, type and locations of all protective devices, including alarms & extinguishers, number of emergency fire personnel available.

a. See attached site plan

11. Provide plans for sound control and amplification, including numbers, locations and power of amplifiers & speakers.

a. Onsite monitoring of noise levels will be monitored during event times to ensure that levels don't exceed those allowed under ordinance.

12. Provide plans for food and beverage concessions and concessionaires, including names, addresses and license or permit numbers

a. Existing infrastructure and licenses will be utilized for this event. In addition, we will have food trucks and vendors setup onsite. These food trucks and vendors will only be allowed to conduct business after approval from the Franklin Health Department. A full list of vendors will be available upon request closer to the event start date.

13. Provide plans and specific descriptions for each of any other type of vendor or provider of amusements or entertainments, including names, addresses and license or permit numbers

a. Outside vendors are still TBD. A full list of vendors will be available upon request closer to the event start date.

14. Provide Certificate of Insurance no later than 10 days prior to the event

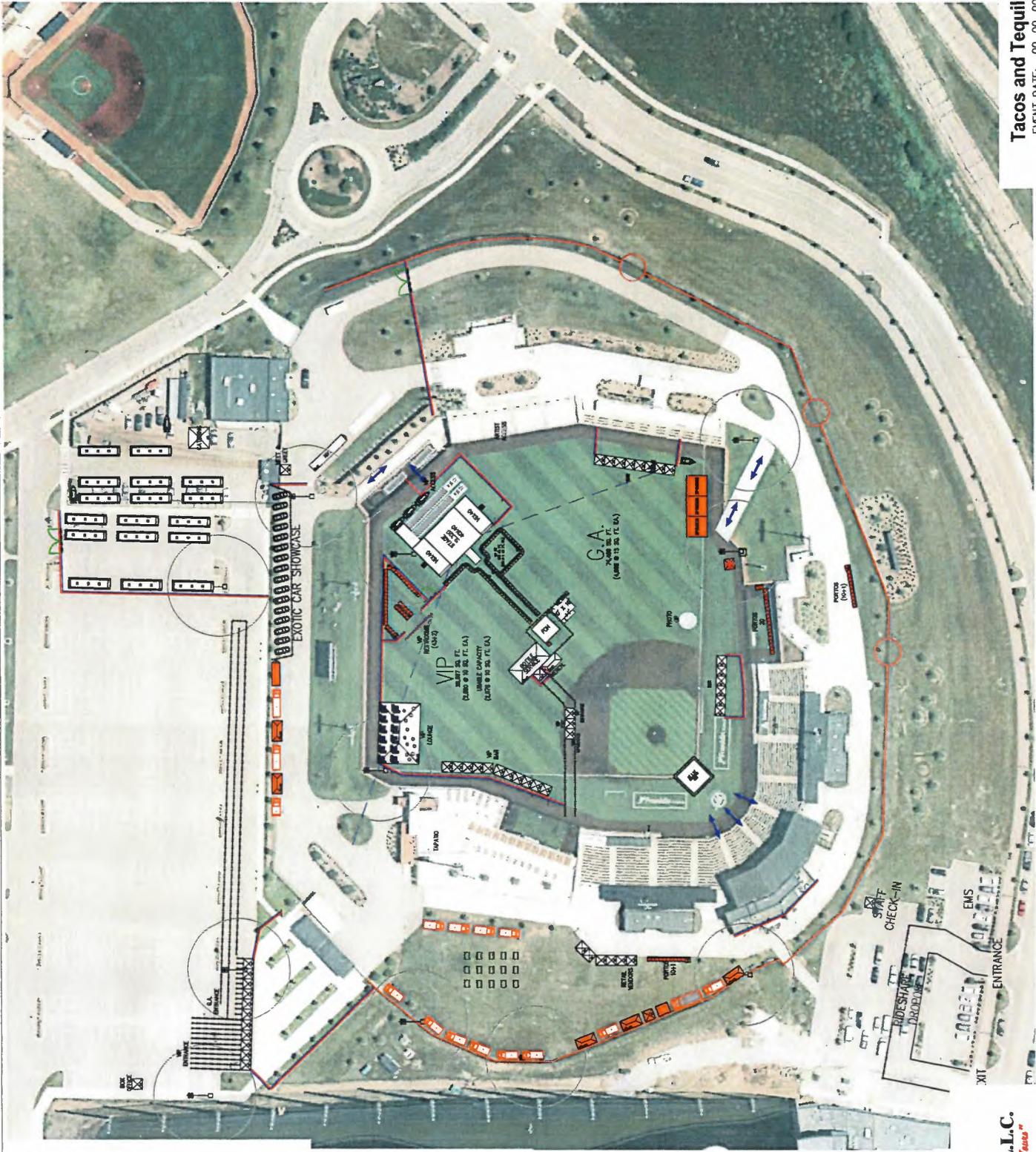
#350 15. ~~\$100~~ nonrefundable license and administration fee payable with application

16. Decibel limit maximum –

- North Monitor – 79DB
- West Monitor – 79DB
- East Monitor – 79DB
- Per our PDD we request a correction period. For this event we propose a 15-minute correction period.

Carinus #Hhmann

1/23/26



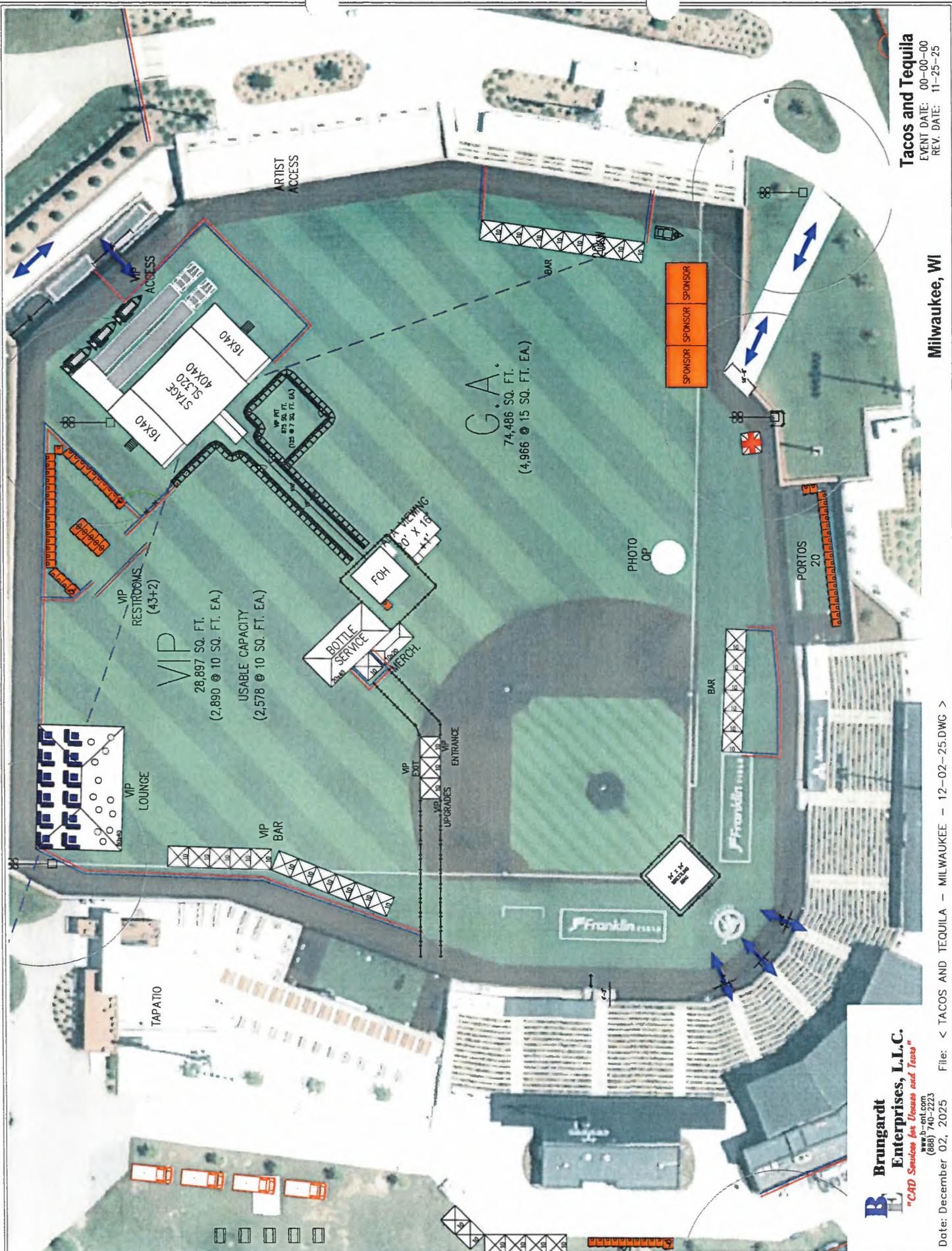
KEY

	47 QTY
	1000 QTY
	30x40 TENT
	60x90 TENT
	7' LONG BIKE BACK
	ADA PORT-O-LET
	UMBRELLA-HOLD
	FENCE-8' SOUM
	MKT-OHMS
	VIP CAPACITY 2,850 @ 7 SQ. FT. EA.
	G.A. CAPACITY 4,966 @ 15 SQ. FT. EA.

Brungardt Enterprises, L.L.C.
 "CAD Solutions for Unseen and Tense"
 www.b-e-ent.com
 (888) 740-2223

Tacos and Tequila
 EVENT DATE: 00-00-00
 REV. DATE: 11-25-25

Milwaukee, WI



Tacos and Tequila
 EVENT DATE: 00-00-00
 REV. DATE: 11-25-25

Milwaukee, WI

VIP
 28,897 SQ. FT.
 (2,890 @ 10 SQ. FT. EA.)
 USABLE CAPACITY
 (2,578 @ 10 SQ. FT. EA.)

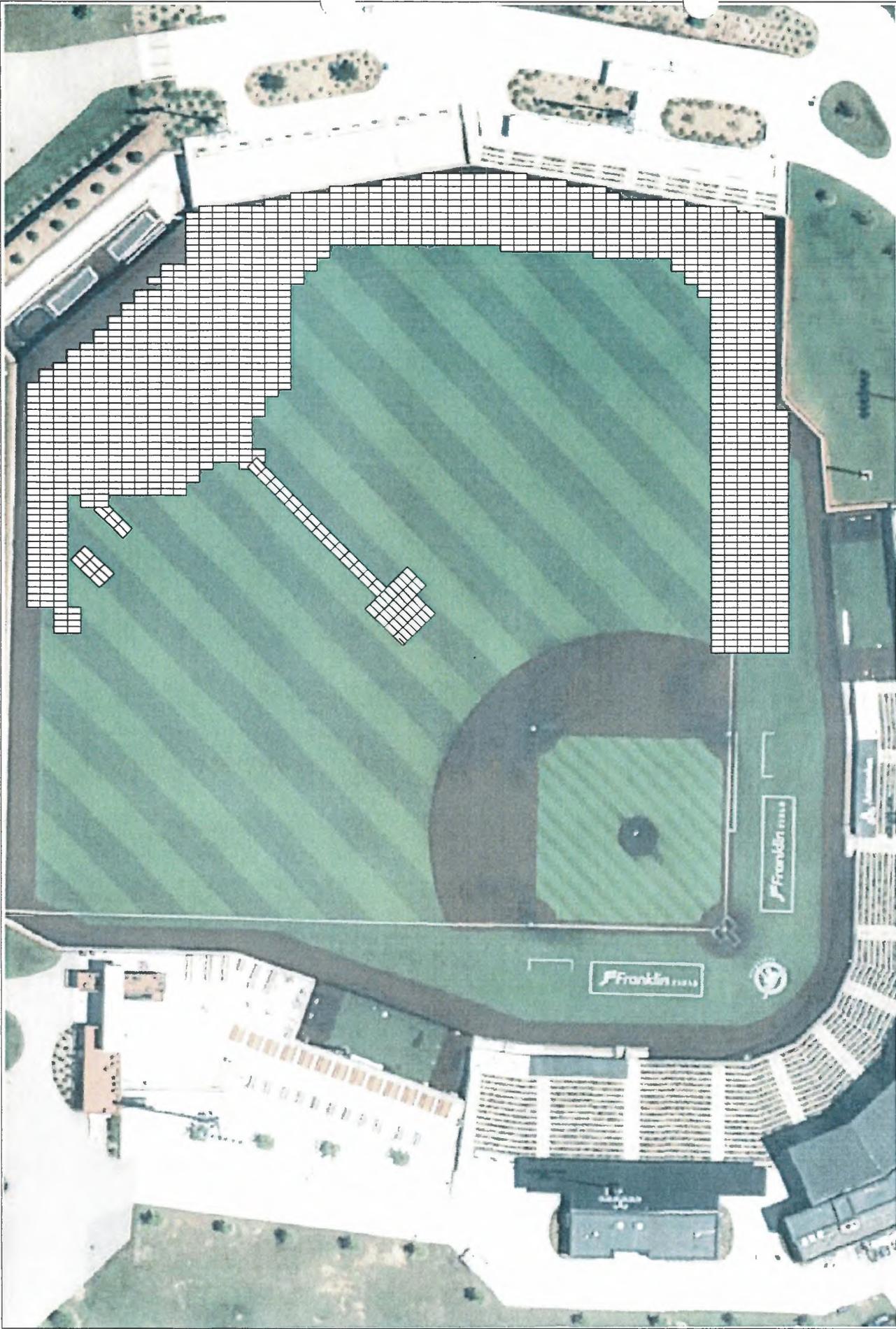
GA
 74,486 SQ. FT.
 (4,966 @ 15 SQ. FT. EA.)

Brungardt Enterprises, L.L.C.
 "CAD Solutions for Venues and Tours"
 www.b-e-ent.com
 (888) 740-2223

Date: December 02, 2025 File: < TACOS AND TEQUILA - MILWAUKEE - 12-02-25.DWG >

Path: C:\Users\Trevor\AppData\local\temp\AcPublish_48196\

Xrefs: tb-11x8



B Brungardt
E Enterprises, L.L.C.
"CAD Solutions for Homes and Tents"
www.b-e-ent.com
(888) 740-2223

**OMNI MAT = 1,457 PIECES
= 26,226 SQ. FT.**

Tacos and Tequila
EVENT DATE: 00-00-00
REV. DATE: 11-25-25

Milwaukee, WI

Date: December 02, 2025 File: < TACOS AND TEQUILA - MILWAUKEE - 12-02-25.DWG >

Path: C:\Users\Trevor\AppData\Local\temp\AcPublish_48196\ Xrefs: tb-11x8.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2026
REPORTS AND RECOMMENDATIONS	FIRE CHIEF TO PROVIDE AN UPDATE ON FIRE DEPARTMENT FACILITIES AND MOLD REMEDIAATION PROJECT AT FIRE STATION #1.	ITEM NUMBER H.7.

Our goal of resuming the delivery of fire and emergency medical services from Fire Station #1 has been met, with our Firefighter/Paramedics reoccupying the station on February 27, 2026. We successfully achieved the objectives of making the facility healthy and safe for both our members and the public, as well as providing a work atmosphere that will support our crew who live in the station around-the-clock, 365 days per year. However, there is still work to do in sealing the outer envelope of the 47-year-old facility and repairing interior drywall, cabinets and finishing.

Results of third-party testing have verified that all health hazards have been successfully removed from the building. Members of the fire department command staff and Franklin Professional Firefighters Local 2760 met with representatives from Terracon Environmental on February 5, 2025, to review findings of the post-remediation testing.

Summary of all work completed to date:

- Pre-remediation testing by Terracon Environmental to identify asbestos containing materials in the fire station
- Relocation of all fire department administrative staff (6 personnel) to Fire Station 2 and 24-hour staff to both Fire Station 3 and Tess Corners Fire Station 2.
- Containment zones established and contents in unaffected areas covered to prevent contamination
- Extensive mold remediation by Kelmman Restoration in all administrative offices, dayroom and kitchen
- Additional mold remediation (unplanned) in dorm and laundry room
- Removal and/or treatment of all contaminated materials
- HEPA Cleaning of all heating and ventilation ducts in containment zone
- Additional HEPA cleaning (unexpected) in non-containment zone
- HEPA surface cleaning of all areas of the fire station
- Post remediation environmental testing by Terracon Environmental to verify effectiveness of the remediation work
- Inspection by Building Inspection Department
- Repair of drywall on interior walls of dorm, kitchen and laundry room to allow occupancy by fire department members (exterior walls awaiting completion of water testing of exterior brick envelope)
- Water testing of east wall and reception office – additional testing needed
- Temporary kitchen sink installed to allow fire department members to reoccupy the station on a 24-hour basis

Remaining scope of work:

- Water testing - extended periods of subzero temperatures have delayed additional water testing on exterior brick walls. The first round of water testing was completed by Custom Restoration, Inc. on February 12, 2026 (see attached report). Additional testing to north wall of station is needed – weather dependent on needing several consecutive days above freezing.
- Drywall replacement for exterior walls
- Replacement of windows is likely needed
- Cabinet replacements

Budgetary Notes:

This project was allocated \$50,000 in the 2025 Capital Outlay Fund and an additional \$50,000 in 2026. Initial estimates accounted for mold remediation in the administrative offices and the dayroom/kitchen area and assumed the reuse of existing cabinets. Replacement windows were also not funded in the capital budget request. The scope of the entire project has expanded, as mold was found in additional areas of the station that were not initially targeted (dorm and laundry room).

Below is a summary of project expenditures (in which Purchase Orders were issued) for 2025/2026.

2025 Capital Budget Project	\$50,000.00
Terracon Original Contract	\$5,975.00
Kelmann Remediation Original Contract	\$28,752.42
HEPA Duct Cleaning (Kitchen/Office Zones)	\$3,966.00
HEPA Duct Cleaning (Training Room/Dorm Zones)	\$3,110.00
Terracon Testing	\$1,765.10
Terracon Change Order #1	\$2,730.56
Total Expenditures	\$46,299.08
Balance	\$3,700.92

2026 Capital Budget Project	\$50,000.00
Kelmann HEPA Cleaning post HVAC - locker room, BC office	\$8,133.94
Kelmann HEPA Cleaning post HVAC - bathrooms, training room	\$4,100.01
Kelmann Covering Contents Pre HVAC Cleaning	\$1,000.00
Khalek Interior Wall Drywall replacement	\$10,163.00
Castleman Plumbing Temporary Kitchen Sink	\$1,573.59
Misc supplies Laundry Room Installation	\$113.68
Total Expenditures	\$25,084.22
Balance	\$24,915.78

Note: Onsite temporary housing for this project was quoted at \$30,000. Because of our partnership with the Tess Corners Fire Department, our crews were housed at their fire station in Muskego free of charge.

Next Steps:

Bids are currently being obtained for the following repairs that were not included in the original project:

- Commercial grade windows are likely needed throughout the station, as indicated by initial water testing
- Base cabinets and countertop in Administrative Assistant's office are water damaged and must be replaced
- Kitchen cabinets and countertop are damaged and must be replaced

As mentioned in the January 20th report to the Council, we are at a critical decision point in this project. Estimated costs to repair and rebuild Fire Station #1 to its previous condition are drastically increasing. Once the weather allows for the completion of water testing, additional areas of concern may be identified.

Fire Department services continue to be impacted in the following ways:

- All public education activities and classes at Fire Station 1 including: Public CPR, Stop the Bleed / First Aid and fire station visits have been suspended due to our only fire department classroom being unavailable. Fire Station #2 and #3 do not have classroom facilities.
- Fire department training activities for our staff and meetings with the public are also significantly affected due to the constraints listed above. Fire Station #2 and #3 do not have any conference rooms, offices or space available to conduct these activities. City Hall and the Franklin Public Library have graciously assisted with space for activities; however, their internal needs also place a great demand on meeting room space.

COUNCIL ACTION REQUESTED
Motion to accept the report and place on file.

Custom Restoration, Inc.
P.O. Box 129
Sussex, WI 53089-0068
(O) 262-820-3030
scott@totalmasonryrepair.com

February 26, 2026

Submitted To:
Leonard Tarnow
Midwest Principal Development Engineer
Sustainable Infrastructure
Johnson Controls
219-216-5603

Masonry Water Test Report Fire Station #1

This report documents the masonry water testing performed on the exterior walls of the Fire Station. Testing followed Masonry Institute guidelines and utilized a long spray wand equipped with fan-pattern nozzles to saturate various elevations of the structure. Each area was sprayed for approximately 30 minutes. The purpose of the test was to identify potential water infiltration pathways and evaluate the performance of windows, doors, and adjacent masonry flashing systems. There were no leaks detected from the masonry.

Observations by Location

East Elevation – Center Window

Windows located middle of south elevation wall leaked in under 30 seconds of spray application. Masonry above the window was also tested, and no leakage was detected above the window line, indicating the failure source is localized to the window assembly or adjacent sealants.

East Elevation – Window Left of Patio Door

This window and surrounding masonry were sprayed from window level up to the roof cap. No leakage was observed during or after testing, suggesting proper performance in this area.

East Elevation – Patio Door

Leakage was observed along the left side of the patio door during testing of the left window. This is likely associated with failed or deteriorated sealants rather than masonry penetration. There is significant rust on the exposed lintel.

East Elevation – Right Corner Window

This window and upper masonry were saturated from window level up to the roof coping. No leakage was detected throughout the duration of testing.

North Elevation – Far Right Window

The window and surrounding masonry were thoroughly saturated. No leakage was detected, indicating the assembly is functioning as intended.

Photo Documentation Summary

- Interior Wall Conditions Behind Cabinetry: Image shows exposed interior masonry with open head joints, plumbing, conduits, and framing. Active leaks visible from window.

- Spray Wand Positioned at Roof Line: Photo shows spray wand secured at the top of a ladder for testing the upper masonry and coping. No leakage observed from upper elevations.
- Exterior Spray Application at Center Window: Image displays active water spray over the south elevation window. This window later leaked within 30 seconds of testing.

What Happens If Excessive Water Is Used in a Masonry Water Test

1. Water Can Be Forced Into Places It Normally Wouldn't Enter

Heavy, continuous water flow can overwhelm:

- Mortar joints
- Brick pores
- Window/door interfaces
- Weep/flashing systems
- Sealant edges

This can produce leaks that would not occur under natural weather conditions, making the building appear to have more severe problems than it actually does.

2. Results Can Be Inaccurate or Non-Representative

Excessive water may:

- Mimic conditions similar to a pressure washer, not rainfall
- Cause leaks through temporary saturation rather than a real defect
- Mask the true entry point by spreading water rapidly across multiple surfaces

3. It Can Lead to Over-Saturation of Masonry

Brick and mortar are porous and absorb moisture. Too much water causes:

- Deep saturation beyond normal weather exposure
- Delayed weeping or "bleed-through" that appears hours later
- Misinterpretation as a structural leak

4. Water May Travel Internally and Exit Somewhere Else

When masonry becomes overly saturated:

- Water can migrate horizontally or vertically inside the wall
- It can appear at a location unrelated to the actual entrance point
- This makes tracing the leak more complicated

5. It Can Hide True Problems or Create False Failures

If you oversaturate the building:

- True failure points are harder to isolate

- Water spreads inside the wall, blending multiple infiltration paths
- Technicians may blame the wrong component (window instead of sealant, masonry instead of flashing, etc.)

In Summary

Using too much water during a masonry water test can:

- Create false leaks
- Lead to incorrect diagnoses
- Overwhelm building components beyond real-world conditions
- Mask or confuse the actual source of water intrusion

Standard for Masonry Water Testing – ASTM C1601 Summary

This document summarizes the industry-standard method for conducting a masonry water test, based on ASTM C1601 – Standard Test Method for Field Determination of Water Penetration of Masonry Wall Surfaces.

ASTM C1601 provides procedures for evaluating surface water penetration of masonry walls under controlled conditions using a specified water flow rate and simulated wind pressure. The test is designed to measure water penetration at a specific location on an in-place wall rather than the overall watertightness of the masonry system.

Key Components of the Test Method

- A spray system with evenly spaced nozzles designed to create a uniform sheet of water across the wall surface.
- Defined water flow rate and air pressure conditions to simulate wind-driven rain exposure.
- A minimum test duration consisting of a 30-minute preconditioning period.
- Measurements of water flow, air pressure, reservoir levels, and visible leakage are recorded throughout the test.

Important Notes and Limitations

The test evaluates only the surface penetration at the tested location and is not intended to assess full-through-wall leakage. Results may be inaccurate if a uniform sheet of water cannot form due to surface texture, coatings, or other factors. Proper understanding of wall design, including drainage systems and flashing, is necessary to correctly interpret results. CRI is not an engineering or architectural firm and findings are based tests.



Assistant Chief Robert Manke
Fire Station 1
8901 W. Drexel Ave.
Franklin WI. 53132

Remediation of Offices & Kitchens

- **Proposal:**

- Remediation**

- Containment separating Cathy's Office from the rest of the building.
 - Containment separating a part of AC Menke office, Chief Office1 & Kitchen from the rest of the building.
 - Covering of vents, and returns
 - Moving contents from exterior wall to set the containment.
 - Covering contents where needed.
 - Setting up of air scrubber/Negative air in each office and kitchen.
 - Removal of any window treatments.
 - Removal of ceiling tiles if needed to remove drywall. Possible containment needed above ceiling.
 - Removal of baseboards and disposal if they are contaminated.
 - Removal of wallpaper where needed.
 - Removal of paneling where needed to save.
 - Removal of windowsills where needed.
 - Removal of contaminated drywall
 - Removal of contaminated insulation
 - Kitchen countertop removal. Cabinets by stove and sink removal. Disposal of contaminated cabinets.
 - Plumber to detach water lines and hoses under sink to be able to detach properly. Garbage disposal as well.
 - Wire brushing or sanding of framing and cinderblock.
 - Hepa vacuuming of all contained areas.
 - Wiping of all hard surfaces in contained areas.
 - Spraying anti-microbial
 - We will seal framing where needed.
 - All Debris will be double bagged and wiped before leaving the contained area.
 - Debris will be hauled off site and disposed of at our dumpster.

- PPE& Full-faced respirators will be used.
- Water tests will be done to help find the source of the leaks.

Considerations:

- Power must be accessible on site.
- Water must be accessible on site.
- Work will be completed on 8-to-10-hour shifts during business days.
- It's recommended that people stay out of the work area while remediation is being done to help prevent cross-contamination.
- Repairs are not included
- Hygienist is not included for post testing.

Total for work listed above not to exceed \$21,856.23 for remediation

Should labor hours or materials total below expectations; Kelmann Restoration will issue a credit if possible.



Assistant Chief Robert Manke
Fire Station 1
8901 W. Drexel Ave.
Franklin WI. 53132

Remediation of Laundry Room & Furnace Room

- **Proposal:**

Remediation

- Containment separating the laundry room & furnace room from the rest of the building.
- Covering of vents, and returns
- Moving of washer to a different room for storage.
- Covering contents where needed.
- Setting up of air scrubber/Negative air in each office and kitchen.
- Removal of baseboards and disposal if they are contaminated.
- Removal and disposal of wood stand under washer.
- Removal of contaminated drywall
- Removal of contaminated insulation
- Wire brushing or sanding of framing and cinderblock.
- Hepa vacuuming of all contained areas.
- Wiping of all hard surfaces in contained areas.
- Spraying anti-microbial
- We will seal framing where needed.
- Sealing cinder block where needed.
- All Debris will be double bagged and wiped before leaving the contained area.
- Debris will be hauled off site and disposed of at our dumpster.
- PPE& Full-faced respirators will be used.
- Set a dehumidifier of drying framing in laundry room.

Considerations:

- Power must be accessible on site.
- Water must be accessible on site.
- Work will be completed on 8-to-10-hour shifts during business days.
- It's recommended that people stay out of the work area while remediation is being done to help prevent cross-contamination.
- Repairs are not included

- Hygienist is not included for post testing.
- Laundry room and furnace room were showing discoloration from our walk through that were not part of the original list.

Total for work listed above not to exceed \$6,896.19 for remediation

Should labor hours or materials total below expectations; Kelmann Restoration will issue a credit if possible.



Kelmann Corporation dba Kelmann
 Restoration
 12001 W Dearbourn Avenue
 Wauwatosa, WI 53226
 (414) 774-3799
 (414) 774-3799 Fax

Date: 01/30/26

Invoice #: SI-34546

INVOICE

Care of:
 Franklin Fire Department
 8901 W Drexel Avenue
 Franklin, WI 53132

Bill To:
 Franklin Fire Department
 8907 W Drexel Avenue
 Franklin, WI 53132

Estimator	Job #	File/Claim #	Terms
John Maydak	24-0438-WTR		Due Upon Receipt
Description			Total

Remediation Inside Of Containment: Offices, Kitchen, HVAC Room, Laundry Room \$28,752.42

State Tax Id # 39-141-5612 All Debit or Credit Card Payments Shall Be Subject To A 3% Credit Card Processing Fee Thank You For Choosing Kelmann Corp	Subtotal	\$28,752.42
	TAX	\$0.00
	Total:	\$28,752.42
	Amount Due: \$28,752.42	



Assistant Chief Robert Manke
Fire Station 1
8901 W. Drexel Ave.
Franklin WI. 53132
10-03-2025

Remediation of Offices, Hallway, Bathrooms, Locker Rooms, Printing Office, Storage Rooms, Rooms outside the containment. Excluding Fire Truck area and back area with floor tile.

• **Proposal:**

Remediation

- Setting up of air scrubber/Negative air in each area
- Hepa vacuuming of all areas outside the containment listed above
- Wiping of all hard surfaces
- Spraying anti-microbial
- Hepa vacuum and wiping of contents that are not in desks or cabinets
- Debris will be hauled off site and disposed of at our dumpster.
- PPE& Full-faced respirators will be used.

Considerations:

- Power must be accessible on site.
- Water must be accessible on site.
- Work will be completed on 8-to-10-hour shifts during business days.
- It's recommended that people stay out of the work area while remediation is being done to help prevent cross-contamination.
- Repairs are not included
- Hygienist is not included for post testing.

Total for work listed above not to exceed \$12,233.95 for remediation

Should labor hours or materials total below expectations; Kelmann Restoration will issue a credit if possible.



**Kelmann Corporation dba Kelmann
Restoration**
 12001 W Dearbourn Avenue
 Wauwatosa, WI 53226
 (414) 774-3799
 (414) 774-3799 Fax

Date: 01/30/26

Invoice #: SI-34547B

INVOICE

Care of:
 Franklin Fire Department
 8901 W Drexel Avenue
 Franklin, WI 53132

Bill To:
 Franklin Fire Department
 8907 W Drexel Avenue
 Franklin, WI 53132
 P.O. 75441

Estimator	Job #	File/Claim #	Terms
John Maydak	24-0438-WTR		Due Upon Receipt
Description			Total

Remediation Outside The Containment In Offices, Bathrooms And Storage Rooms. \$4,100.01

<i>State Tax Id # 39-141-5612 All Debit or Credit Card Payments Shall Be Subject To A 3% Credit Card Processing Fee Thank You For Choosing Kelmann Corp</i>	Subtotal	\$4,100.01
	TAX	\$0.00
	Total:	\$4,100.01
		Amount Due: \$4,100.01



Kelmann Corporation dba Kelmann
 Restoration
 12001 W Dearbourn Avenue
 Wauwatosa, WI 53226
 (414) 774-3799
 (414) 774-3799 Fax

Date: 01/30/26

Invoice #: SI-34549

INVOICE

Care of:
 Franklin Fire Department
 8901 W Drexel Avenue
 Franklin, WI 53132

Bill To:
 Franklin Fire Department
 8907 W Drexel Avenue
 Franklin, WI 53132
 P.O. 75441

Estimator	Job #	File/Claim #	Terms
John Maydak	24-0438-WTR		Due Upon Receipt
Description			Total

Remediation Outside The Containment For Hallways, Locker Room And Printing Office \$8,133.94

State Tax Id # 39-141-5612 All Debit or Credit Card Payments Shall Be Subject To A 3% Credit Card Processing Fee Thank You For Choosing Kelmann Corp	Subtotal	\$8,133.94
	TAX	\$0.00
	Total:	\$8,133.94
		Amount Due: \$8,133.94



Kelmann Corporation dba Kelmann
 Restoration
 12001 W Dearbourn Avenue
 Wauwatosa, WI 53226
 (414) 774-3799
 (414) 774-3799 Fax

Date: 02/10/26

Invoice #: SI-34547A

INVOICE

Care of:
 Franklin Fire Department
 8901 W Drexel Avenue
 Franklin, WI 53132

Bill To:
 Franklin Fire Department
 8907 W Drexel Avenue
 Franklin, WI 53132

Estimator	Job #	File/Claim #	Terms
John Maydak	24-0438-WTR		Due Upon Receipt
Description			Total

Covering Of Contents With Plastic In Tile Room \$1,000.00

<i>State Tax Id # 39-141-5612 All Debit or Credit Card Payments Shall Be Subject To A 3% Credit Card Processing Fee Thank You For Choosing Kelmann Corp</i>	Subtotal	\$1,000.00
	TAX	\$0.00
	Total:	\$1,000.00
		Amount Due: \$1,000.00



"Clean and Healthy Air, Breath after Breath"

Duct Cleaning/Dryer Vent Cleaning • Specialized/Industrial Cleaning • Asbestos/Lead/Mold Abatement • Interior Select Demo

November 11, 2025

Re: Franklin Fire Station 1 - Revised
Location: 8901 W Drexel Ave, Franklin WI 53132

To: Albert Lozano, Kelmann Restoration (2 proposal pages)
Phone: 262-777-1408
Email: alozano@kelmann.com

Thank you for allowing Dirty Ducts Cleaning & Environmental, Inc. the opportunity to provide a proposal for the above referenced project. Work is as described in our phone conversation on 11/11/25.

Our proposal includes cleaning of internal surfaces of ductwork as further detailed below:

1. **Base Bid:** We will clean internal surfaces of supply and return ductwork associated with (2) furnaces in tandem that serve the kitchen and offices.
 - a. Accessible interior surfaces of the furnace will be HEPA vacuumed including the A coil face
2. **Alternate Bid:** We will clean internal surfaces of supply and return ductwork associated with (1) furnace that serves training room and (1) furnace that serves the dorm area.
 - a. Accessible interior surfaces of the furnaces will be HEPA vacuumed including the A coil face
3. For vac hose connection: Cam-lock access panels will be used in all areas of lined ductwork. If ductwork is not lined, we will use flat stock access panels for vac hose connection. Panels will be completely sealed at completion. Where pneumatic line entry is, we will use preformed, airtight plastic plugs. We will reuse original access points where applicable.
4. All disposals are included.
5. Visit our website for NADCA Certification (www.dirtyductscleaning.com) or see attached.
6. Work will meet or exceed NADCA (National Air Duct Cleaners Association) Standards.
7. See attached for Mechanical Cleaning Methodology to be followed during cleaning.
8. Before and after pictures ARE included in pricing.
9. Work will be completed M-F 1st shift, non-holiday.

Base Bid Proposal Price: Three Thousand Nine Hundred Sixty-Six Dollars (\$3,966.00)

Sign here to accept: James C Mayer

Alternate Bid Proposal Price: Three Thousand One Hundred Ten Dollars (\$3,110.00)

Sign here to accept: James C Mayer

Dirty Ducts Cleaning and Environmental, Inc looks forward to impressing you. We have completed over 10,500 projects to date on time and budget between all of our divisions listed (see top of this letterhead). For insurance, we carry \$5,000,000 umbrella/excess liability, \$1,000,000 of general liability per project with a \$2,000,000 aggregate, \$1,000,000 of automobile coverage and \$1,000,000 of workers' compensation insurance. If balancing, testing, bonding, vendor qualification/fees, vendor orientation and/or safety training/fees, employee checks/fees, additional insured, waiver of subrogation or other additional/special insurance coverage is required, the quoted price will need to be adjusted accordingly. Please contact our office for further pricing or questions. Please see attached terms that apply to this proposal. Pricing is good for 60 days.

Sincerely,

Chad Niday

Chad Niday, www.dirtyductscleaning.com

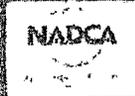
Please Print Authorized Signee Name Here: JAMES C. MAYER
FIRE CHIEF

P.O. #: _____

x James C Mayer

Authorized Acceptance of Proposal Date

3025 Perry Street, Madison, WI 53713 • P: (608) 204-3828 • F: (608) 204-3826 • DirtyDuctsCleaning.com • info@ddclean.com



Dirty Ducts Cleaning and Environmental Inc.

3025 Perry Street
Madison WI 53713

Invoice

Date	Invoice #
12/4/2025	53500

Bill To

Franklin Fire Department
8901 West Drexel Ave
Franklin, WI 53132

P.O. No.	Terms	Project
	Net 30	25-3433 Franklin Fir...

Description	Amount
Commercial Duct Work Cleaning per proposal dated 11/11/25. Base and Alternate accepted.	7,076.00

	Total \$7,076.00
	Payments/Credits \$0.00
	Balance Due \$7,076.00

Call Us For:
• Duct Cleaning • Asbestos Abatement • Lead Abatement • Mold Remediation • Select Demolition • Enclosures, Negative – Air Enclosures • Clean and Healthy Air, Breath after Breath

Phone #	Fax #	E-mail	Web Site
608.204.3828	608.204.3826	accounting@ddclean.com	https://dirtyductscleaning.com



INVOICE

Cudahy, WI
414-423-0255

Project Mgr: Paul Lenaker

Project: Franklin Fire Department IH
8901 W Drexel Avenue
Franklin, WI 53132

To: City of Franklin WI
C/O:Franklin Fire Department
Attn: James Mayer
8901 West Drexel Avenue
Franklin, WI 53132

REMIT TO:	
Invoice Number: TP95280	
Terracon Consultants, Inc.	
PO Box 959673	
St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

Project Number:	58257126
Invoice Date:	12/04/2025
For Period:	4/20/2025 to 11/29/2025

For professional environmental consulting services related to project management and coordination, a limited asbestos survey of impacted materials, subcontractor bid review and reporting, and industrial hygiene services

Quantity	Description of Services	Rate	Total
Direct Project Labor			
12.75 Hour(s)	Industrial Hygienist	\$180.00	\$2,295.00
25.75 Hour(s)	Project Manager II	\$145.00	\$3,733.75
2.50 Hour(s)	Administrative Project Manager	\$100.00	\$250.00
20.00 Hour(s)	Senior Staff Professional	\$95.00	\$1,900.00
		Subtotal	\$8,178.75
Direct Project Expense			
\$340.20 Cost+	Contract Lab Services (Moody Labs LLC; Inv# 437263)	15%	\$391.23
\$89.10 Cost+	Contract Lab Services (Moody Labs LLC; Inv# 437792)	15%	\$102.47
43.00 Mile(s)	Mileage	\$0.770	\$33.11
		Subtotal	\$526.81
Invoice Total			\$8,705.56

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Cudahy, WI
414-423-0255

Project Mgr: Paul Lenaker

Project: Franklin Fire Department IH
8901 W Drexel Avenue
Franklin, WI 53132

To: City of Franklin WI
C/O:Franklin Fire Department
Attn: James Mayer
8901 West Drexel Avenue
Franklin, WI 53132

REMIT TO:	
Invoice Number: TQ03214	
Terracon Consultants, Inc.	
PO Box 959673	
St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

Project Number:	58257126
Contract Amount:	\$10,471.23
Billed to Date:	\$10,470.66
Invoice Date:	12/19/2025
For Period:	11/30/2025 to 12/13/2025

For professional environmental consulting services related to project management and coordination and post-remediation verification sampling.

Quantity	Description of Services	Rate	Total
Direct Project Labor			
1.00 Hour(s)	Industrial Hygienist	\$180.00	\$180.00
16.50 Hour(s)	Senior Staff Professional	\$95.00	\$1,567.50
		Subtotal	\$1,747.50
Direct Project Expense			
22.00 Mile(s)	Mileage	\$0.800	\$17.60
		Subtotal	\$17.60

Invoice Total \$1,765.10



Reference Number: 58257126

CHANGE ORDER No. 1

This **Change Order No. 1** to the Agreement for Services dated 04/10/2025 ("Agreement") is between City of Franklin WI ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Franklin Fire Department IH Project, as described in Agreement for Services. This Change Order is incorporated into and made part of the Agreement.

- 1. Scope of Services.** The scope of the additional or changed Services is described in the Scope of Services section of Consultant's Change Order Proposal, unless Services are otherwise described below or in Exhibit B to this Change Order (which section or exhibit are incorporated into the Change Order).

Terracon's services include coordination, project management, client correspondence and meetings, in addition to the Post-Remediation Verification Assessment. Services have already been completed for the Subcontractor Bid Review and Limited Asbestos Sampling of Impacted Materials portion of the scope which included an unexpected second mobilization to the site to complete the Asbestos Sampling and 20 additional asbestos analytical samples in addition to the initially proposed count of 45 samples. Terracon anticipates the Post-Remediation Verification Assessment portion of the services will be completed subsequent to the HVAC system cleaning, and approximately 2 working days after Kelman Restoration completes the interior cleaning of surfaces after HVAC system cleaning.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Change Order Proposal unless fees are otherwise stated below or in Exhibit C to this Change Order (which section or exhibit are incorporated into the Change Order).

Terracon's services will be completed on a Time and Materials estimated cost of \$4,750 per Terracon's 2025 Fee Schedule submitted with the April 10, 2025 Agreement for Services. Terracon will only invoice for time booked for the project as stated in the Scope of Services.

All terms and conditions of the Agreement shall continue in full force and effect. This Change Order is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.

By: *Brad Knipper* Date: 11/11/2025

Name/Title: **Bradley S. Knipper, MS, CIH, CSP / Senior Industrial Hygienist**

Address: 4900 S Pennsylvania Ave, Ste 100
Cudahy, WI 53110-1347

Phone: (414) 423-0255 Fax: _____

Email: **Brad.Knipper@terracon.com**

Client: City of Franklin WI

By: _____ Date: _____

Name/Title: James Mayer / Fire Chief

Address: 8901 West Drexel Avenue
Franklin, WI 53132

Phone: (414) 425-1420 Fax: _____

Email: **JMayer@franklinwi.gov**

Castleman & Sons Plumbing Inc.

Invoice

11725 W. Scherrei Dr.
Franklin, WI 53132

Date	Invoice #
2/11/2026	15858

Bill To
Franklin Fire Department 8901 W. Drexel Avenue Franklin, WI 53132 Station 1

P.O. No.	Terms	Project

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
14 Plum...	Fire Station 1 Connect temporary kitchen sink, faucet and counter -2 sink basins between 30" and 36" width -Laminate top between 6' and 8' long (possibly solid surface if we can find) -Sink to be double bowl 22" x 33" stainless -Basic faucet with sprayer -Connect to existing drain and water supply	1,573.59			1	1,573.59	100.00%	100.00%	1,573.59

Thank you for your business.	Subtotal	\$1,573.59
	Sales Tax (5.9%)	\$0.00
	Total	\$1,573.59
	Payments/Credits	\$0.00
	Balance Due	\$1,573.59

BLANK PAGE

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE March 3, 2026</p>
<p align="center">REPORTS AND RECOMMENDATIONS</p>	<p align="center">Request council approval to accept a \$700.00 public donation from the residents of the Sacred Heart at Monastery Lake Senior complex and to spend the donation towards firefighter health and wellness.</p>	<p align="center">ITEM NUMBER J.S.</p>

Background:

The fire department has received a public donation from the residents of the Sacred Heart at Monastery Lake Senior Residences in the amount of \$700.00. These proceeds were raised through the very generous efforts of many residents at a bake sale that was recently held at the complex. The department is requesting council approval to accept the donation, and to spend the funding on supplies needed for firefighter health and wellness.

Funds would go into Revenue Fund line (28-0000-4731 Donations - Fire Misc.), with expenditures posted to Expenditure line (28-0221-5329-7081 - Operating supplies- Misc. Fire Donations).

COUNCIL ACTION REQUESTED

Request council approval to accept a \$622.00 public donation from the residents of the Sacred Heart at Monastery Lake Senior complex (Fund 28-0000-4731) and to spend the funding on firefighter health and wellness (Fund 28-0221-5329-7081).

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE HEALTH GRANT FUND TO PROVIDE RESOURCES AND APPROPRIATIONS FOR THE APPROVED 2026- 2027 PUBLIC HEALTH INFRASTRUCTURE GRANT	ITEM NUMBER A.9, Ald Dist ALL

BACKGROUND

In October of 2023, the Common Council approved the acceptance of the Public Health Infrastructure grant for the Health Department with the goal to: 1. Support infrastructure improvements in the public health workforce, 2. Support capacity of local public health department to implement foundational capabilities, 3. Support improvements in local public health department data infrastructure. Due to the Wisconsin Department of Health and Human services needing to complete an administrative update across the distributed grant awards, a de-obligation and re-obligation of funds needed to occur. This was accompanied by a unilateral grant modification not requiring signature. However, because the Franklin Health Department was awaiting this anticipated de-obligation and re-obligation from the State, the funds were not submitted into the 2026 budget and now that the administrative change has happened at the State level, the funds can be appropriated into the 2026 City of Franklin Health Department budget.

FISCAL NOTE

This budget amendment is necessary to allow for appropriations to be spent by the Health Department towards approved expenditures related to the Public Health Infrastructure grant. The expenditures would only occur with approval of the grant funds. There will be no impact to the City of Franklin budget for these expenditures.

The GL Account associated with this amendment are:

Expenditures			
25-0411-5329-7023 Operating	Increase	\$119,218	

COUNCIL ACTION REQUESTED

Adopt Ordinance No. 2026-____, an Ordinance to Amend Ordinance 2025-2712, an Ordinance adopting the 2026 Annual Budget for the Health Grant Fund to Provide Resources and Appropriations for the Approved 2026-2027 Public Health Infrastructure Grant.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGETS FOR THE HEALTH GRANT FUND TO PROVIDE RESOURCES AND APPROPRIATIONS FOR THE APPROVED PUBLIC HEALTH INFRASTRUCTURE GRANT.

WHEREAS, the Common Council of the City of Franklin adopted the 2026 Annual Budgets for the City of Franklin on November 11, 2025; and

WHEREAS, the Common Council has authorized the Health Director to accept and execute the Public Health Infrastructure Grant in October of 2023; and

WHEREAS, budget appropriations are needed to support the expenditures related to the grant; and

WHEREAS, the Budget Appropriation Units should be adjusted for the above items as listed below; and

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2025 Health Grant Fund Budget be amended as follows:

Health Grant Fund – Fund 25			
7023	Operating	Increase	\$119,218

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2026
Reports and Recommendations	An Ordinance Amendment to update Chapter 169, License and Permits associated with the Health Department	ITEM NUMBER Ald Dist ALL B.10.

Background: The Franklin Health Department (FHD) acts as an agent for the State of Wisconsin Department of Agriculture and Consumer Protection (DATCP) to license and inspect all local food, lodging, and public water attraction facilities. Effective January 25, 2026, a revised version of Chapter ATCP 72, Hotel, Motel, and Tourist Rooming Houses, was adopted in the State of Wisconsin. Included in this code revision are increases to license fees and pre-inspection fees. The City of Franklin adopts ATCP 72 in Chapter 138 of the City of Franklin Municipal Code, and therefore, the FHD is proposing an update to the fee schedule in Chapter 169 for licensed lodging facilities in the City of Franklin.

The revised ATCP 72.03(89) also added a new lodging category for “Specialty Lodging” which is defined as:

(89) “Specialty lodging” or “SL” means a type of tourist rooming house with greater than 400 square feet in area but less than 1,500 square feet, typically located in rural or natural settings, and provides an unconventional lodging experience with no liquid or water-carried waste plumbing fixtures.

Note: Yurts, eco-lodges, and primitive cabins are some examples of specialty lodging. This lodging category is proposed to be added to the City of Franklin municipal code with these updates.

Additionally, per the DATCP Agent Agreement, FHD is required to reimburse DATCP a percentage of the fees that DATCP charges their licensed facilities. This percentage has increased over the last three license years from 10% to 13% in the 2025-2026 license year and is accounted for in this proposed Chapter 169 update.

Analysis: FHD is requesting to make the following changes to Chapter 169 of the Franklin Municipal Code:

- Update the fee schedule in Chapter 169 of the Franklin Municipal Code to reflect the addition of the “Special Lodging” category and associated fees.
- Update the FHD fee schedules for licensed facilities, in response to DATCP fee increases and to align with DATCP and other agent jurisdictions.
- Adjust existing Retail Food Establishment Pre-Inspection fees, Plan Review fees and two annual license fees (Retail Food Serving Meals Moderate and Complex) to most accurately reflect the amount of time dedicated to conducting these types of licensing and inspection responsibilities in these facilities. (The fees in these categories have not been increased since they were implemented in 2022.)

Retail food establishment not serving meals license fees (includes mobile retail food establishment not serving meals)

Complex	\$1,514.50	\$1,535.00
Moderate	\$733.50	\$742.00
Simple TCS (final product TCS)	\$503.00	\$505.00
Simple non-TCS (final product non-TCS)	\$256.00	\$258.00
Prepackaged	\$219.50	\$221.00
Micro market, single location	\$44.00	\$44.00
Micro market, multiple locations	\$66.00	\$66.00

Retail food establishment not serving meals pre-inspection fees (includes mobile retail food establishment not serving meals)

Complex	\$460.00	\$475.00
Moderate	\$225.00	\$245.00
Simple TCS (final product TCS)	\$160.00	\$190.00
Simple non-TCS (final product non-TCS)	\$130.00	\$145.00
Prepackaged	\$90.00	\$120.00

Retail food establishment not serving meals reinspection fees (includes mobile retail food establishment not serving meals)

Complex	\$280.00	\$280.00
Moderate	\$230.00	\$230.00
Simple TCS (final product TCS)	\$180.00	\$180.00
Simple non-TCS (final product non-TCS)	\$155.00	\$155.00
Prepackaged	\$105.00	\$105.00

Retail food establishment serving meals/mobile retail food establishment serving meals license fees

Prepackaged	\$315.50	\$320.00
Simple	\$460.00	\$467.00
Moderate	\$505.00	\$555.00
Complex	\$711.00	\$776.00

Retail food establishment serving meals/mobile retail food establishment serving meals pre-inspection fees

Prepackaged	\$130.00	\$130.00
Simple	\$165.00	\$180.00
Moderate	\$265.00	\$350.00
Complex	\$365.00	\$450.00

Retail food establishment serving meals/mobile retail food establishment serving meals reinspection fees

Prepackaged	\$155.00	\$155.00
Simple	\$180.00	\$180.00
Moderate	\$230.00	\$230.00

Complex	\$280.00	\$280.00
Retail food establishment serving meals and not serving meals miscellaneous licenses and services fees		
Operating without a license	\$749.00	\$749.00
Operating without a certified food manager	\$150.00	\$150.00
Late license application	\$100.00	\$100.00
Duplicate license	\$20.00	\$20.00
Mobile and transient retail food establishment licenses or fees		
Transient retail food establishment license fee	\$170.00	\$175.00
St. Martin's Fair Inspection Fee -RFE not serving meals	\$40.00	\$40.00
St. Martin's Fair Inspection Fee -RFE serving meals	\$75.00	\$75.00
Mobile retail food establishment not serving meals inspection fee	\$30.00	\$30.00
Mobile retail food establishment serving meals inspection fee	\$50.00	\$50.00
Transient retail food establishment inspection fee	\$50.00	\$50.00
Late application fee	\$100.00	\$100.00
School kitchen/Department of Public Instruction inspection fees		
Production kitchen site	\$579.00	\$579.00
Satellite kitchen site	\$243.00	\$243.00
Swimming pool license and fees		
Swimming pool simple license	\$474.00	\$479.00
Swimming pool simple pre-inspection	\$237.00	\$237.00
Swimming pool simple w/ features license	\$504.00	\$513.00
Swimming pool simple w/ features pre-inspection	\$252.00	\$252.00
Swimming pool moderate license	\$521.00	\$529.00
Swimming pool moderate pre-inspection	\$261.00	\$261.00
Swimming pool moderate w/ features license	\$551.00	\$562.00
Swimming pool moderate w/ features pre-inspection	\$276.00	\$276.00
Swimming pool complex license	\$574.00	\$583.00
Swimming pool complex pre-inspection	\$287.00	\$287.00
Swimming pool complex w/ features license	\$604.00	\$617.00
Swimming pool complex w/ features pre-inspection	\$302.00	\$302.00
Swimming pool reinspection	\$155.00	\$155.00
Swimming pool late application	\$100.00	\$100.00
Swimming pool duplicate license	\$20.00	\$20.00
Operating without a license	\$749.00	\$749.00
Lodging establishment license fees		
Tourist rooming house license	\$165.00	\$193.00
Tourist rooming house pre-inspection	\$75.00	\$168.00
Specialty Lodging		\$148.00
Specialty Lodging pre-inspection		\$168.00
Bed-and-breakfast license	\$195.00	\$199.00

Bed-and-breakfast pre-inspection	\$75.00	\$168.00
Hotel/motel base license (5 to 30 rooms)	\$404.00	\$429.00
Hotel/motel pre-inspection (5 to 30 rooms)	\$395.00	\$350.00
Hotel/motel base license (31 to 99 rooms)	\$558.00	\$589.00
Hotel/motel pre-inspection (31 to 99 rooms)	\$395.00	\$400.00
Hotel/motel base license (100 to 199 rooms)	\$738.00	\$774.00
Hotel/motel pre-inspection (100 to 199 rooms)	\$395.00	\$450.00
Hotel/motel base license (200 + rooms)	\$900.00	\$936.00
Hotel/motel pre-inspection (200 + rooms)	\$395.00	\$495.00
Hotel/motel pre-inspection	\$395.00	
Hotel/motel reinspection	\$260.00	\$260.00
Educational campground license	\$200.00	\$200.00
Educational campground pre-inspection	\$85.00	\$85.00
Temporary campground license	\$200.00	\$200.00
Temporary campground pre-inspection	\$85.00	\$85.00
Late application	\$100.00	\$100.00
Duplicate license	\$20.00	\$20.00
Operating without a license	\$749.00	\$749.00
Plan review - new construction		
RFE serving meals - complex	\$360.00	\$390.00
RFE serving meals - moderate	\$240.00	\$260.00
RFE serving meals - simple	\$100.00	\$110.00
RFE serving meals - prepackaged	\$60.00	\$65.00
RFE not serving meals - complex	\$375.00	\$450.00
RFE not serving meals - moderate	\$190.00	\$240.00
RFE not serving meals - simple TCS	\$125.00	\$145.00
RFE not serving meals - simple non-TCS	\$90.00	\$100.00
RFE not serving meals - prepackaged	\$45.00	\$60.00
Hotel/motel	\$125.00	
Hotel/motel (5-30 rooms)	\$125.00	\$200.00
Hotel/motel (31-99 rooms)	\$125.00	\$250.00
Hotel/motel (100-199 rooms)	\$125.00	\$300.00
Hotel/motel (200 + rooms)	\$125.00	\$350.00
Temporary Tourist rooming house	\$50.00	\$125.00
Bed-and-breakfast	\$108.00	\$125.00
Plan review - remodel		
RFE serving meals - complex	\$225.00	\$242.00
RFE serving meals - moderate	\$158.00	\$170.00
RFE serving meals - simple	\$62.00	\$82.00
RFE serving meals - prepackaged	\$45.00	\$60.00
RFE not serving meals - complex	\$198.00	\$228.00

RFE not serving meals - moderate	\$110.00	\$179.00
RFE not serving meals - simple TCS	\$82.00	\$126.00
RFE not serving meals - simple non-TCS	\$74.00	\$84.00
RFE not serving meals - prepackaged	\$45.00	\$50.00
Hotel/motel	\$125.00	
Hotel/motel (5-30 rooms)	\$125.00	\$125.00
Hotel/motel (31-99 rooms)	\$125.00	\$150.00
Hotel/motel (100-199 rooms)	\$125.00	\$175.00
Hotel/motel (200 + rooms)	\$125.00	\$200.00
Temporary Tourist rooming house	\$50.00	\$110.00
Bed-and-breakfast	\$108.00	\$110.00

Financial Impact: Fees collected by the FHD to operate the licensing and inspection program are utilized to conduct the services required as DATCP agents. Updates made are based on changes in the Memorandum of Understanding with DATCP, increased reimbursement rates, as well as to reflect staff time involved to perform licensing and inspection responsibilities.

Recommendation: The Director of Health and Human Services recommends approval of the ordinance amendment to update Chapter 169, License and Permits per changes to Wisconsin Administrative Rule ATCP 72 and updated Fee Schedules.

COUNCIL ACTION REQUESTED

Adopt Ordinance No. 2026-____, an Ordinance to amend §169-1 of the municipal code, "Licenses Required" to update the Health Department License Categories and Fees as referred to by §138-28 of the municipal code, "Fees".

ORDINANCE NO. 2026 - _____

draft 2/26/26

AN ORDINANCE TO AMEND §169-1 OF THE MUNICIPAL CODE, “LICENSES REQUIRED” TO UPDATE THE HEALTH DEPARTMENT LICENSE CATEGORIES AND FEES AS REFERRED TO BY §138-28 OF THE MUNICIPAL CODE, “FEES”

WHEREAS, §138-28 of the Municipal Code of the City of Franklin provides that “[t]he fees for licensure and for services and activities performed by the Health Department in carrying out its responsibilities under this Code shall be determined by ordinance of the Common Council, as may be modified from time to time as it so shall determine, and shall be set forth in Chapter 169 of this Code”; and

WHEREAS, the Common Council having found and determined that such amendment is necessary to align with updated Wisconsin Administrative Rule ATCP 72 and allow the Health Department to update its application forms, which is part of its operating budget.

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

SECTION 1: §169-1 of the Municipal Code of the City of Franklin, Wisconsin, under the section indicating fees for Ch. 138, entitled “Health Department”, is hereby amended, to read as follows:

Retail Food Establishment – Not Serving Meals License Fees (Includes Mobile Retail Food Establishment – Not Serving Meals)

Complex	\$1,535.00
Moderate	\$742.00
Simple TCS (final product TCS)	\$505.00
Simple Non-TCS (final product Non-TCS)	\$258.00
Prepackaged	\$221.00
Micro Market Single Location	\$44.00
Micro Market Multiple Locations	\$66.00

Retail Food Establishment Not Serving Meals Pre-Inspection Fees (Includes Mobile Retail Food Establishment – Not Serving Meals)

Complex	\$475.00
Moderate	\$245.00
Simple TCS (final product TCS)	\$190.00
Simple Non-TCS (final product Non-TCS)	\$145.00
Prepackaged	\$120.00
Retail Food Establishment Not Serving Meals Reinspection Fees (Includes Mobile Retail Food Establishment – Not Serving Meals)	
Complex	\$280.00
Moderate	\$230.00
Simple TCS (final product TCS)	\$180.00
Simple Non-TCS (final product Non-TCS)	\$155.00
Prepackaged	\$105.00
Retail Food Establishment Serving Meals/Mobile Retail Food Establishment Serving Meals License Fees	
Prepackaged	\$320.00
Simple	\$467.00
Moderate	\$555.00
Complex	\$776.00
Retail Food Establishment Serving Meals/Mobile Retail Food Establishment Serving Meals Pre-Inspection Fees	
Prepackaged	\$130.00
Simple	\$180.00
Moderate	\$350
Complex	\$450.00

Retail Food Establishments Serving Meals/Mobile Retail Food Establishment Serving Meals Re-Inspection Fees	
Prepackaged	\$155.00
Simple	\$180.00
Moderate	\$230.00
Complex	\$280.00
Retail Food Establishments Serving Meals and Not Serving Meals Miscellaneous Licenses and Services Fees	
Operating without a License	\$749.00
Operating without a Certified Food Manager	\$150.00
Late License Application	\$100.00
Duplicate License	\$20.00
Mobile and Transient Retail Food Establishment Licenses or Fees	
Transient Retail Food Establishment License Fee	\$175.00
St Martin's Fair Inspection Fee – RFE Not Serving Meals	\$40.00
St Martin's Fair Inspection Fee – RFE Serving Meals	\$75.00
Mobile Retail Food Establishment Not Serving Meals Inspection Fee	\$30.00
Mobile Retail Food Establishment Serving Meals Inspection Fee	\$50.00
Transient Retail Food Establishment Inspection Fee	\$50.00
Late Application Fee	\$100.00
School Kitchen/Department of Public Instruction Fees	
Production kitchen site	\$579.00

Satellite kitchen site	\$243.00
Swimming Pool License and Fees	
Swimming Pool Simple License	\$479.00
Swimming Pool Simple Pre-Inspection	\$237.00
Swimming Pool Simple w/Features License	\$513.00
Swimming Pool Simple w/Features Pre-Inspection	\$252.00
Swimming Pool Moderate License	\$529.00
Swimming Pool Moderate Pre-Inspection	\$261.00
Swimming Pool Moderate w/Features License	\$562.00
Swimming Pool Moderate w/Features Pre-Inspection	\$276.00
Swimming Pool Complex License	\$583.00
Swimming Pool Complex Pre-Inspection	\$287.00
Swimming Pool Complex w/Features License	\$61.00
Swimming Pool Complex w/Features Pre-Inspection	\$302.00
Swimming Pool Reinspection	\$155.00
Swimming Pool Late Application	\$100.00
Swimming Pool Duplicate License	\$20.00
Operating Without a License	\$749.00
Lodging Establishment License and Fees	
Tourist Rooming House License	\$193.00
Tourist Rooming House Pre-Inspection	\$168.00
Specialty Lodging	\$148.00
Specialty Lodging Pre-Inspection	\$168.00
Bed and Breakfast License	\$199.00
Bed and Breakfast Pre-Inspection	\$168.00
Hotel/Motel Base License (5-30 rooms)	\$429.00
Hotel/Motel Pre-Inspection (5-30 rooms)	\$350.00
Hotel/Motel Base License (31-99 rooms)	\$589.00
Hotel/Motel Pre-Inspection (31-99 rooms)	\$400.00
Hotel/Motel Base License (100-199 rooms)	\$774.00
Hotel/Motel Pre-Inspection (100-199 rooms)	\$450.00
Hotel/Motel Base License (200+ rooms)	\$936.00
Hotel/Motel Pre-Inspection (200+ rooms)	\$495.00
Hotel/Motel Reinspection	\$260.00
Educational Campground License	\$200.00
Educational Campground Pre-Inspection	\$85.00

Temporary Campground License	\$200.00
Temporary Campground Pre-Inspection	\$85.00
Late Application	\$100.00
Duplicate License	\$20.00
Operating Without a License	\$749.00
Plan Review – New Construction	
RFE Serving Meals- Complex	\$390.00
RFE Serving Meals – Moderate	\$260.00
RFE Serving Meals – Simple	\$110.00
RFE Serving Meals – Prepackaged	\$65.00
RFE Not Serving Meals – Complex	\$450.00
RFE Not Serving Meals – Moderate	\$240.00
RFE Not Serving Meals – Simple TCS	\$145.00
RFE Not Serving Meals – Simple Non TCS	\$100.00
RFE Not Serving Meals – Prepackaged	\$60.00
Hotel/Motel (5-30 rooms)	\$200.00
Hotel/Motel (31-99 rooms)	\$250.00
Hotel/Motel (100-199 rooms)	\$300.00
Hotel/Motel (200+ rooms)	\$350.00
Tourist Rooming House	\$125.00
Bed & Breakfast	\$125.00
Plan Review – Remodel	
RFE Serving Meals – Complex	\$242.00
RFE Serving Meals – Moderate	\$170.00
RFE Serving Meals – Simple	\$82.00
RFE Serving Meals – Prepackaged	\$60.00
RFE Not Serving Meals – Complex	\$228.00
RFE Not Serving Meals – Moderate	\$179.00
RFE Not Serving Meals – Simple TCS	\$126.00
RFE Not Serving Meals – Simple Non TCS	\$84.00
RFE Not Serving Meals – Prepackaged	\$50.00
Hotel/Motel (5-30 rooms)	\$125.00
Hotel/Motel (31-99 rooms)	\$150.00
Hotel/Motel (100-199 rooms)	\$175.00
Hotel/Motel (200+ rooms)	\$200.00
Tourist Rooming House	\$110.00
Bed & Breakfast	\$110.00

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 immediately 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 March, 2026, by _____.

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/03/2026
Reports and Recommendations	Franklin Health Department Annual Report 2025	ITEM NUMBER B.11. Ald Dist ALL

Summary: Presentation of the 2025 Franklin Health Department Annual Report

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to accept the report and place on file.

Health Department: LG



**HEALTH
DEPARTMENT**



**2025
ANNUAL REPORT**

Table of Contents

About the Franklin Health Department.....pgs. 3-7

Welcome & Message from Health Officer, Department Overview, Team, Community Health Data & Public Health Services, Franklin Health Department in the Community

Community Collaborations.....pgs. 8-9

Franklin Community Health Collaborations, Franklin Health Collaborative

Foundational Public Health Services.....pgs. 10-21

- Communicable Disease Control
- Immunizations & Clinical Services
- Environmental Health Services & Inspections
- Maternal, Child, & Family Health (MCH)
- MCH Community Education & Outreach
- Chronic Disease & Injury Prevention
- Substance Misuse & Harm Reduction
- Substance Misuse Prevention - Volition Franklin
- Access to & Linkage with Care
- Public Health Emergency Preparedness

Opportunities to Get Involved.....pg. 22

Franklin Community Coalitions (Franklin Health Collaborative, Volition Franklin, & Feeding Franklin) & Franklin Health Department Volunteer Opportunities

2025 Data At-a-Glance.....pg. 23

Review of Franklin Health Department 2025 data points
Franklin Health Department Social Media & Communications basic metrics

Department Overview

The Franklin Health Department (FHD) strives to create a Franklin community in which everyone has the opportunity to live their healthiest life. Staff, volunteers, and the Franklin Board of Health work towards achieving this vision through data informed decision making. Public health foundational areas drive forward the delivery of essential public health services in the City of Franklin. The FHD staff consists of Administrative staff, Public Health Nurses, Public Health Strategists, and Registered Sanitarians who engage across disciplines to advance community health in Franklin.



Mission Statement:

To protect and promote health and well-being within the Franklin community through disease prevention and health education.



Vision:

A thriving Franklin community in which everyone has the opportunity to live their healthiest life.



The Franklin Health Department was awarded Level III status in 2025!



Essential Services



Annual Reporting



Nursing Services



Essential Services



Annual Reporting



Nursing Services



Performance Management



Essential Services



Annual Reporting



Nursing Services



Performance Management



Environmental Health Services



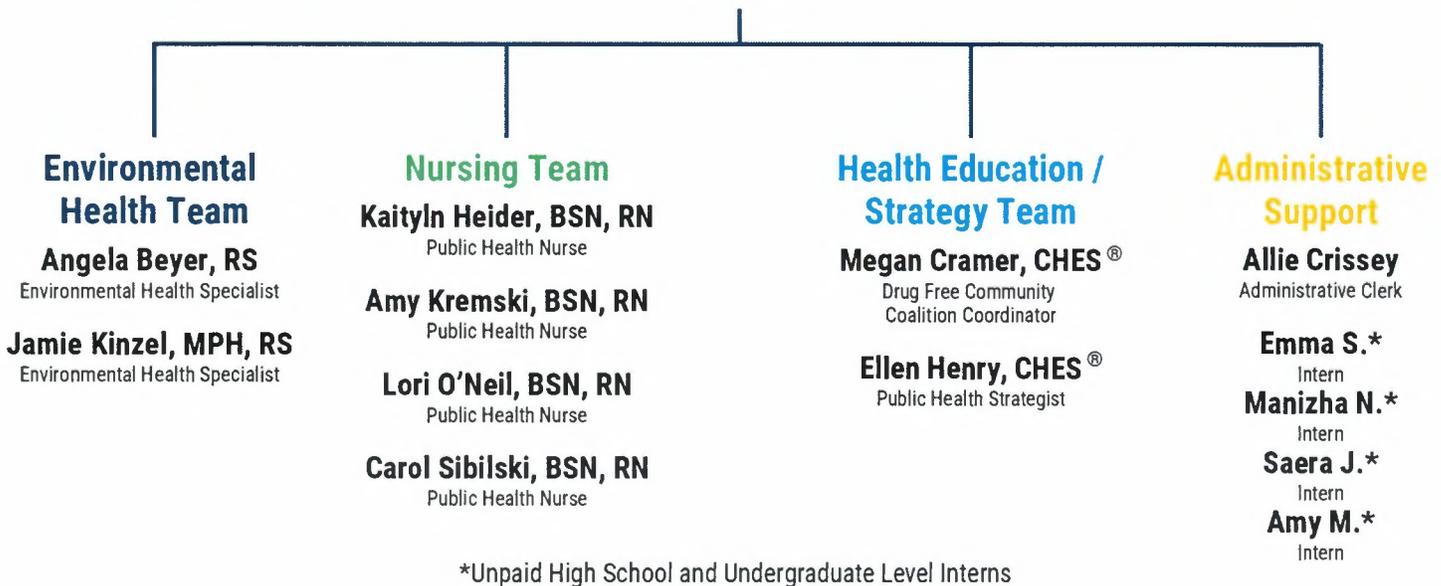
Community Health Strategist

The City of Franklin Health Department is certified as a Level III Health Department - the highest level of achievement in the State of Wisconsin. In 2025, the Health Department underwent evaluation by the Wisconsin Department of Health Services Division of Public Health. The Level III designation highlights the key role the Health Department plays in protecting and improving the health of community.

Franklin Health Department Team

The Franklin Health Department employs a multidisciplinary team of public health professionals with a broad range of experience in health education, promotion, and protection.

Lauren Gottlieb, MPH, CHES®
Health Officer



Board of Health

The Franklin Board of Health (BOH) is an eight member City Board comprised of the Health Officer, an Alderperson, and six community members appointed by the Mayor and confirmed by the City Council. The BOH provides oversight, leadership, and recommendations to the FHD to protect public health. Current BOH members include a dentist, a pharmacist, two physicians, two registered nurses, and a public health professional.

Members:

- Dr. Henry Wengelewski, DDS, Chair
- Alderman Yousef Hasan
- Rebecca Eberhardt, RN
- Amy Marzofka, MPH
- Lauren Gottlieb, MPH, CHES®,
 - Health Officer
- James Rydlewicz, MD
- Wayne Hustad, R.Ph.
- Pat Nissen, RN
- Patricia Golden, DO, MBA, CPE, FAAFP,
 - Medical Advisor



Community Health Data & Public Health Services

The Franklin Health Department utilizes Vital Record statistics to inform service offerings, community programming, and community health improvement priorities. In addition to death data, birth record information is also tracked and monitored.

DEATHS*

*Top 10 leading causes of death in Franklin, listed by primary cause of death on death report.

	2025	Mortality Rate per 1,000
Cancer (Malignant Neoplasms)	80	2.17
Heart Disease	74	2.01
All Other	54	1.46
Accidents (Unintentional Injuries)	31	0.84
Alzheimer's Disease	23	0.62
Stroke (Cerebrovascular Disease)	21	0.57
Chronic Lower Respiratory Diseases	13	0.35
Intentional Self-harm (Suicide)	9	0.24
Nutritional Deficiencies	8	0.22
Parkinson Disease	7	0.19
Total Deaths, All Causes	368	9.98

What is a mortality rate?
 A mortality, or death, rate is the number of deaths that occur divided by the total population.

$$\frac{80 \text{ cancer deaths}}{36,882 \text{ population}} \times 1,000 = 2.17$$

Vital Records & Public Health Programming

The leading causes of death in Franklin in 2025 were Cancer (Malignant Neoplasms) (26%) and Heart Disease (17%).

Specific efforts were made in 2025 to expand FHD programming encouraging heart health and cancer prevention.

The Franklin Health Department performs a wide-variety of services and functions within the Franklin community.



Franklin Health Department in the Community 2025

The Franklin Health Department took part in and hosted many community events, exercises, and trainings throughout 2025.

January 2025

- Narcan Education Presentation to Optimist Club
- Nutrition Presentation at Franklin High School
- **29th** Annual Tobacco Prevention Poster Contest

March 2025

- Light & Unite Red Week Proclamation
- **Glow-in-the-Dark Yoga** event at YMCA
- Heart Month - Blood Pressure Screenings

May 2025

- Mental Health Month - Yard sign give-away
- Arbor Day Celebration - **Free radon kit** give-away
- Volition Franklin - 5th Grade Camp presentation

July 2025

- Civic Celebration - **Food Truck Inspections**
- Summer Smoothie Smash Presentation -
 - Franklin Public Library Teen Program
- Blood Pressure Clinic - Franklin Meadows

September 2025

- **Food truck inspections** at two major city events
- Franklin Educational Foundation Glow Run -
 - Served on planning committee for event
- **Wehr Nature Center Bug Day - Fight the Bite**
 - Tick bite prevention education

November 2025

- Franklin Health Collaborative quarterly meeting
- **Operation Deep Freeze:** Southeastern WI Community Organizations Assisting in Disaster (COAD) tabletop exercise

February 2025

- City Staff Food Drive - **700+ lbs** of food collected
- AV screenings in Franklin Public Schools
- FHD staff presented at CADCA Leadership Forum in Washington DC

April 2025

- **National Public Health Week** (Second Week)
- Franklin Health & Safety Day at Fire Station #1
- Vaping prevention education at Country Dale Elementary PTO STEAM Night

June 2025

- Franklin Bike Rodeo - 100+ kids, 45 volunteers
 - **80+ bike helmets distributed**
- Education tables at 'Franklin Concerts in the Park'
- Hosted two summer college interns

August 2025

- National Night Out - Food Safety Education
- Active response to **August 2025 flooding event**
- **Narcan Education** Pop-up Table - Franklin Public Library

October 2025

- Adult Health & Wellness Fair - **300+ flu shots**
- Home Depot Kids Day - Car seat safety checks and medication safety
- 5th Annual Trunk-or-Treat - **1,200+ attendees**
- **Animal Bite Ordinance Update** - City Council Meeting

December 2025

- Radon Education pop-up Table at Franklin Public Library Holiday Cookie Sale
- Hemp Derived Cannabinoids Regulations **Ordinance Passed** at City Council meeting

Additional events, programs, and initiatives highlighted throughout remainder of report!

Community Collaborations

The Franklin Health Department (FHD) prioritizes community involvement and collaboration with partners to address emerging and existing health needs in the Franklin community. Collaboration strengthens the work of the FHD and local health partners, allowing the FHD to better serve the community, leverage resources, share expertise, and implement effective strategies that promote health and well-being for all.

Hear from Franklin Health Collaborative members on our collaborative community work:



The FHD is involved in driving health improvement. The involvement of the department in community events and FHD visibility in the community is an asset that makes FHD services and resources easier to access.

The FHD is doing an amazing job in finding creative ways to do outreach in the community and is a valuable resource!

The Franklin Health Department is the corner stone of the community and the FHD brings partners together to help see what we can collectively do to help support the community!

The Franklin Health Department also collaborates with the community to provide educational opportunities for students interested in public health. In 2025, FHD hosted four interns from local schools.



Saera J.
Franklin High School



Amy M.
Franklin High School



Manizha N.
UW - Milwaukee



Emma S.
UW - La Crosse

Franklin Health Collaborative

The Franklin Health Collaborative is a network of health focused individuals and organizations convening to analyze local data and craft local solutions to support a healthy Franklin. Members contribute perspective, information/data, ideas, and support to improve health locally.

The work of the Franklin Health Collaborative is guided by local community data collected during the Community Health Assessment (CHA), as well as priority areas, goals, and objectives set within the Community Health Improvement Plan (CHIP). **The following page outlines various projects and accomplishments the Franklin Health Collaborative achieved in 2025.**

Health Improvement Accomplishments in 2025:



PHYSICAL ACTIVITY & NUTRITION

The FHD worked together with a variety of community partners to organize and participate in multiple educational events focused on physical activity and nutrition for community members of all ages in 2025.

10+

PHYSICAL ACTIVITY & NUTRITION EVENTS ATTENDED IN 2025

MENTAL & BEHAVIORAL HEALTH



LAUNCHED THE ID CHECK TOOLKIT AND HARM REDUCTION RESOURCE GUIDE FOR LOCAL BARS & RESTAURANTS WITH SUPPORT FROM THE FRANKLIN POLICE DEPARTMENT

COMMUNITY CONNECTEDNESS

Connected communities play a vital role in enhancing both mental and physical well-being and contribute to increased safety/resilience in the face of community crises. Strong connections help individuals to lead longer, healthier lives. **In 2025, the FHD collaborated with members of the Franklin Health Collaborative to further strengthen community connections and support in Franklin.**



10,000+

PEOPLE REACHED AT COMMUNITY EVENTS THROUGHOUT 2025

Partner Organizations

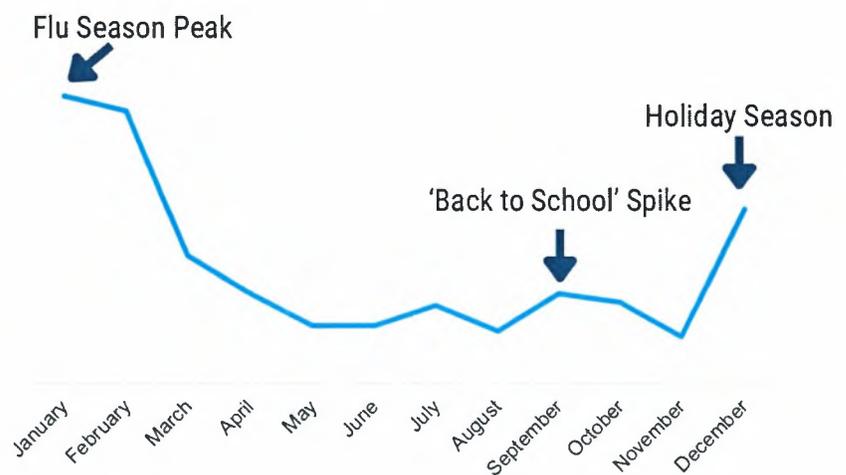
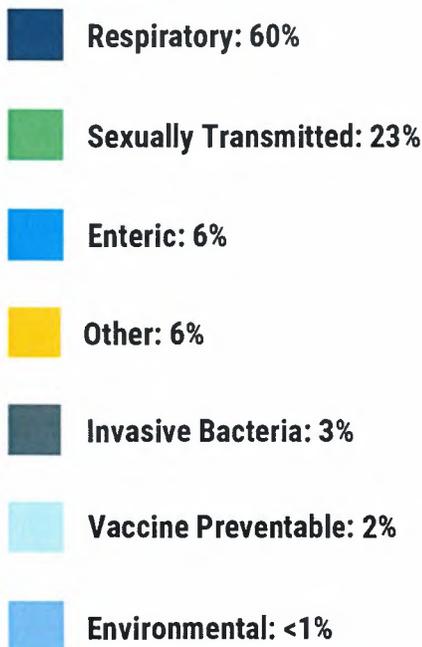
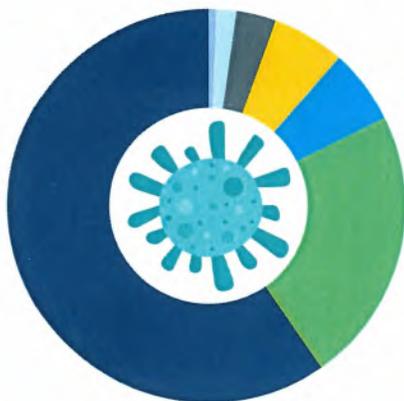
Ascension Franklin - Briscoe Family YMCA - Carma Labs - City of Franklin Officials - Community Medical Services
Conservancy for Healing & Heritage - Franklin Educational Foundation - Franklin Fire Department - Franklin Pediatrics
Franklin Public Schools - Franklin Police Department - Franklin Public Library - Franklin School Board
Midwest Orthopedic Specialty Hospital - MS Run the US - Polonia Soccer Club - Victory of the Lamb - Volition Franklin
Southbrook Church - State Farm Insurance - Wehr Nature Center - WI Cancer Collaborative - and more!

Communicable Disease Control

Communicable diseases are infections that can be spread from person to person, from animals to people, or through contact with contaminated food or surfaces. In 2025, the FHD Communicable Disease Program continued its commitment to monitoring, preventing, and responding to disease activity in the Franklin community. Working alongside local healthcare providers, the FHD team supported effective treatment and recovery while helping to prevent further disease transmission.

Communicable Disease Highlights in 2025:

488 disease investigations



2025 At-a-Glance

9 communicable disease outbreaks managed by FHD staff in 2025

6 average # of hours each communicable disease may take for follow up

200% increase in influenza associated hospitalizations compared to 2024

Communicable Disease Reporting

Wisconsin law has communicable disease reporting requirements that require the FHD's responsibility to control the presence and spread of diseases in our community. A comprehensive list of reportable diseases can be found on the Wisconsin Department of Health Service's website through the QR code to the right or by visiting: www.dhs.wisconsin.gov/disease/reporting.htm.



Immunizations & Clinical Services

One of the best ways to prevent chronic and vaccine-preventable diseases is by staying current on routine health screenings and recommended vaccinations. The FHD provides a range of clinical services and routine immunizations to eligible individuals, contributing to the overall health and wellness of the Franklin community.

In 2025, the FHD expanded clinic hours to host weekly clinics to better accommodate the needs of the Franklin community.



TB SKIN TESTS

The FHD offers tuberculosis (TB) skin tests to community members for a nominal fee. TB skin tests show if a person has been infected with TB bacteria.

47
TB SKIN TESTS



BLOOD PRESSURE

Blood pressure (BP) checks screen individuals for hypertension, or high BP. The FHD regularly offers BP checks to accommodate the community.

54
BP CHECKS



2025 At-A-Glance

598 immunizations given in 2025

11% increase in immunization program usage over last year

3 mass influenza vaccine clinics

94.8%

of Franklin Public School students met the minimum immunization requirements in 2025

Wisconsin Dept. of Instruction Data, 2025.

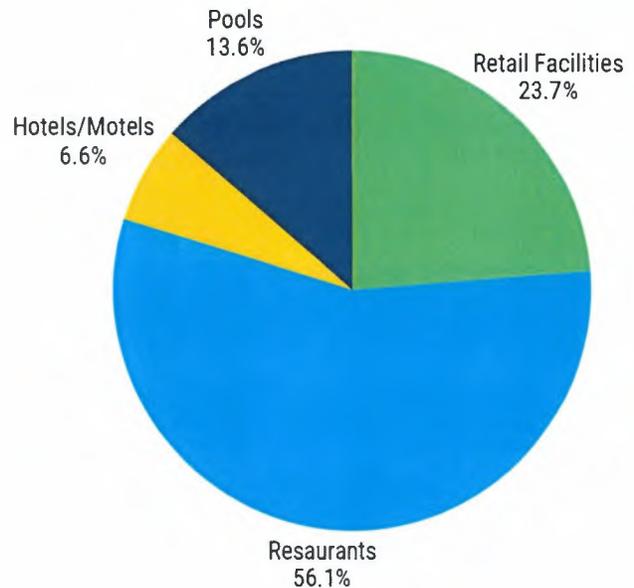
Environmental Health Services & Inspections

As an agent of the **Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP)**, the Franklin Health Department (FHD) is responsible for licensing and inspecting all retail food establishments, school kitchens, hotels, motels, swimming pools, and mobile or transient food vendors in Franklin. In addition to conducting inspections, Registered Sanitarians at the FHD offer education and assistance to operators on proper food handling, sanitation, hygiene practices, pool management, and water quality. The FHD also works with businesses, conducting plan reviews and equipment approvals for new construction or remodeling.

In 2025, the FHD completed 349 inspections & licensed 198 facilities.

Activity	2025
Pre-Inspection	7
Routine Inspections	172
Follow-up Inspections	42
Re-Inspections	6
Transient & Mobile	101
Complaints	8
Other	13
Total	349

Types of Facilities Licensed in Franklin:



12.5% increase in inspection services over past year

FHD Environmental Health Staff in the community

Franklin continues to see increases in development and licensed facilities. The FHD dedicates grant dollars to support a .4 FTE Sanitarian position to support the increased need of environmental health services.

FHD staff inspected 101 temporary & mobile food vendors at 13 events in 2025.



Food Safety education at National Night Out

Environmental Health Services & Inspections

In addition to inspections and licensing, the FHD works to protect community members by promoting safe and healthy environments and reducing environmental health exposures to chemicals and other pollutants in air, water, soil, and food.



Radon in Franklin

Radon is a naturally occurring radioactive gas that can cause cancer. About 1 in 10 homes in WI have high radon levels. The FHD works to educate on the dangers of radon gas, the importance of testing your home, and serves as a site for affordable radon testing kits.

92

RADON TESTS KITS DISTRIBUTED

Water Test Kits

The WI DNR recommends residents using private wells annually test their water for bacteria and nitrates. The WI DNR currently recommends Franklin residents also sample for molybdenum.

26

WATER TESTS KITS DISTRIBUTED

Animal Bites & Rabies Prevention

The FHD works with the Franklin Police Department regarding animal bites and potential rabies exposure. Most bite investigations involve domestic dogs/cats and require between 3-12 days of follow up with the bite victim, animal owner, Police Department, and veterinary offices.

Animal Bite/Rabies Prevention Highlights in 2025

- The FHD team collaborated with Franklin PD to revise the 'dangerous dog' City ordinance.
- In July 2025, the FHD coordinated rabies testing for three wild animals (bat, raccoon, and woodchuck) residents had encountered among several others throughout the year.

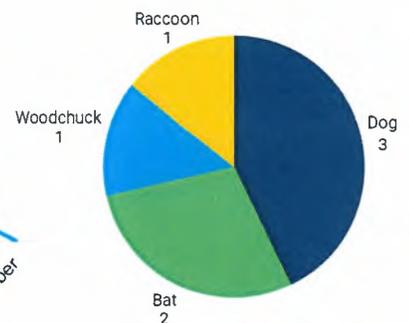
Animal Bite Investigations by Month



40
ANIMAL BITE INVESTIGATIONS

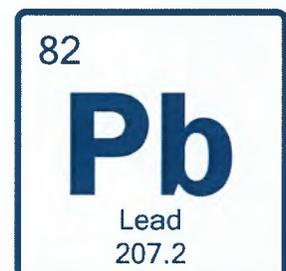


Animals Tested for Rabies in 2025



Lead Poisoning & Testing

The FHD annually assists families with an elevated lead risk and/or lead level through environmental hazard investigations and connection to clinical and other supportive services. **Two FHD staff became Certified Lead Risk Assessors in 2025.**



Maternal, Child, & Family Health (MCH)

In 2025, the Franklin Health Department sustained its commitment to Maternal, Child, and Family Health (MCH) through a range of programs and initiatives serving the Franklin community. These initiatives are designed to meet the evolving health needs of individuals and families across generations while fostering a connected and supportive community environment. Central to these efforts are ongoing community education, partnership development, and coordination of accessible health services.

Maternal, Child, and Family Health Highlights in 2025:

321

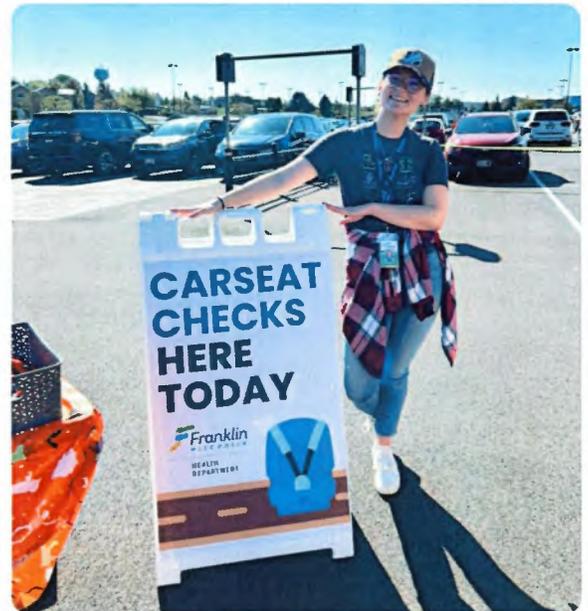
 births in Franklin

Welcome Baby Program

The FHD began the 'Franklin Welcome Baby' program in 2025. Families received a letter with information on local childhood health resources, programs available through the FHD and local partners, as well as a 'Franklin's Newest Resident' onesie.



80+

 helmets fitted at annual Bike Rodeo

Car Seat Education Program

The Franklin Health Department offers no-cost car seat safety checks to all residents. A certified Child Passenger Safety Technician (CPST) provides education to parents, caregivers, and grandparents on how to properly install a child's car seat to reduce the chance of a serious injury or death if involved in a motor vehicle crash. The FHD has 3 trained CPSTs.

40

 car seat installations in 2025

MCH Community Education & Outreach

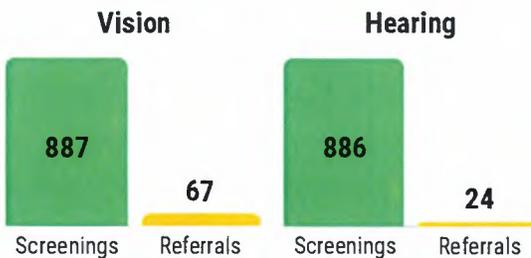
The FHD provides services for the community informed by local data and local needs. In addition to direct services offered daily, FHD staff also planned, facilitated, and hosted several events focused on maternal, child, and family health and safety in 2025.

MCH Community Education & Outreach Highlights in 2025:

Childhood Health Screenings

Developmental Screenings: FHD staff support Franklin parents, daycares, and schools in helping children to meet developmental milestones. The FHD promotes the Ages and Stages Questionnaire (ASQ) assessments with parents for children 2-60 months of age.

Hearing/Vision Screenings: FHD staff annually partner with Franklin Public Schools to offer Hearing/Vision screenings to all students in Kindergarten, 2nd grade, and 4th grade in each elementary school.



In 2025, FHD attended the Franklin Public School's 3-year old 'Development Days' to provide developmental screenings.

Franklin 'Health & Safety' Day

The FHD partnered with the Franklin Fire Department, Franklin Police Department, Franklin Public Library, Children's WI, and our local State Farm Insurance branch to host the annual Franklin Health & Safety Day in April of 2025.

Various resources and trainings were available, including:

- Car Seat Safety Checks
- Infant/Pediatric CPR Trainings
- Medication Collection
- Fire Extinguisher Training



Youth Outreach Snapshot in 2025



FHD staff attended the Franklin Public Schools 5th Grade camp to educate future middle-schoolers on kindness & resiliency skills.



The Volition Franklin Youth group distributed prevention resources and treats to over 1,200 attendees at the annual Trunk or Treat event.

Chronic Disease & Injury Prevention

The FHD works to promote health and quality of life, while decreasing preventable chronic diseases and injuries that occur in the Franklin community. Local efforts are driven by community education campaigns, point-of-contact education during direct services, serving as subject-matter experts in professional presentations, and hosting activities and events that promote and support healthy lives.

Sharps Collection Program

The FHD serves as a sharps collection site for City of Franklin residents. Wisconsin law requires proper disposal of sharps, needles, syringes, syringes with medication, lancets, and unused epinephrine used at home for people (or pets). Sharps must be collected in appropriate containers and taken to collection sites for safe disposal. FHD accepts sharps in:

- Biohazard Containers/Red SHARPS containers
 - FHD sold 140 Sharps containers in 2025
- Thick-walled, plastic laundry detergent containers

856

**SHARPS
CONTAINERS
COLLECTED
IN 2025**

Over 15% increase in use of the FHD sharps program over the past year!



Medication Safety

The FHD partners with the Franklin Police Department to support the Franklin Medication Drop Box. **In 2025, 1,440 pounds of unused and expired medications were collected.**

2

**MEDICATION
TAKE-BACK
EVENTS**



Feeding Franklin - Food Drive

The FHD organizes an annual Franklin staff food drive for local food pantries. Departments are encouraged to contribute the most needed items for a chance to win the 'Golden Can' Award.

700

**POUNDS OF
FOOD
COLLECTED**

Chronic Disease & Injury Prevention

Alongside providing health services such as sharps disposal, FHD staff are dedicated to enhancing health and quality of life through in-person programs and educational events. Many of these events focus on both the prevention and management of chronic diseases and injuries.

Chronic Disease & Injury Prevention Highlights in 2025:

STEPPING ON, FALL PREVENTION

Evidence-based community fall prevention workshop the FHD offers twice a year. 'Stepping On' falls prevention classes run for 7-weeks. It covers a range of issues, including falls and risk, strength and balance exercises, home hazards, safe footwear, vision and falls, safety in public places, community mobility, coping after a fall, and understanding how to initiate a medication review.

26
PARTICIPANTS

MIND OVER MATTER, BLADDER HEALTH

Evidence-based bladder health workshop the FHD offers twice a year. 'Mind over Matter' is a 3-week program designed to give individuals the tools they need to take control of bladder and bowel leakage.

12
PARTICIPANTS

BOOST YOUR BRAIN & MEMORY WORKSHOP

Evidence-based brain health program the FHD offers once a year. 'Boost Your Brain' workshop runs for 8-weeks and helps participants build new habits to maintain cognitive health while also practicing new skills for better memory performance.

12
PARTICIPANTS



Free From Falls Fair

The FHD partnered with the Milwaukee County Falls Prevention Coalition to provide the annual 'Free From Falls' fair in September 2025 during National Falls Prevention Month. Various injury prevention resources and healthcare partners were present offering free screenings & risk assessments for Milwaukee County residents.



Franklin Health Department programs receive high remarks and are valued by community members. Courses often reach full capacity, operating with waitlists in place.

The FHD is actively working to increase our capacity to offer programming and alleviate wait lists.

Substance Misuse & Harm Reduction

The Franklin community is not immune to the many harmful effects of substance misuse. The FHD works to address substance misuse and provide harm reduction services in the community through a variety of educational and preventative initiatives including policy, systems, and environmental change. Through these efforts, the FHD team hopes to help foster a protective environment for all community members no matter how their lives are touched by substance misuse.



The FHD worked with the Franklin Police Dept. to recommend a City Ordinance restricting the sale of hemp-derived cannabinoids to individuals 21+ in Franklin.

21+
AGE RESTRICTION
FOR HEMP-DERIVED
CANNABINOIDS

An official City Ordinance was passed in December of 2025 regulating the sale of hemp-derived cannabinoids in the City of Franklin.



The FHD's 29th Annual 'Posters for Prevention' contest challenged 7-grade students to create a poster about the harmful effects of commercial tobacco.

300+
POSTER
SUBMISSIONS

Congratulations to our 2025 winners from Forest Park Middle School and Indian Community School!



2025 At-A-Glance

298 Naloxone doses distributed to community

57% increase in Naloxone distribution from 2024

9 substance misuse prevention focused community education events

100% compliance among tobacco retailers during annual underage tobacco compliance checks

Substance Misuse Prevention - Volition Franklin

Volition Franklin is a coalition of community partners, embedded within the Franklin Health Department for over fifteen years, working to prevent youth substance misuse. Volition Franklin empowers youth to make healthy choices, especially related to tobacco, alcohol, and other drugs.

Thank you to our partners for their ongoing support and collaboration!



Notable Achievements in 2025:

Friends of Franklin Award:

Recognition program from the Franklin Public Schools that honors a community member or community group that supports the mission of Franklin Public Schools. In January 2025, Volition Franklin was honored with this award, which reflects the outstanding efforts of numerous individuals and organizations within our coalition.



WASBO Safety, Security & Wellness Award:

Recognizes and promotes Wisconsin school districts for their efforts in creating safe and healthy learning environments for students and staff. Franklin Public Schools, in partnership with the Franklin Health Department, Franklin Fire Department, and Volition Franklin, has been recognized for their outstanding commitment to fostering a safe and healthy learning environment.



Friends of  FRANKLIN PUBLIC SCHOOLS

Beyond the Call to Action: Outstanding Substance Use Prevention Professional Award:

The Department of Health and Human Services presented this award at Wisconsin's annual Substance Use Prevention Conference. This award Recognizes Volition Franklin Coalition Coordinator Megan Cramer for her efforts to engage her neighbors and community organizations in education and empowerment activities.



CADCA National Leadership Forum Presentation:

Volition Franklin and Franklin Health Department staff were invited to speak in Washington D.C. about how coalitions can partner with their Health Department to create local policy change.



Access to & Linkage with Care

The FHD is dedicated to meeting the needs of the Franklin community, from the youngest newborns to the aging population. The FHD ensures Franklin's most vulnerable residents receive support in various ways through assisting individuals and families with direct services and also through connecting them with access to care and suitable resources within our region to best address their needs.



Franklin Senior Health Fair, October 2025

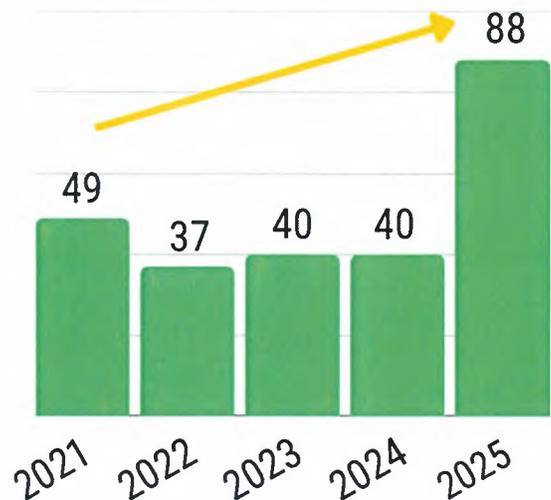
26th Adult Health & Wellness Fair

In October 2025, the FHD hosted its annual **Adult Health & Wellness Fair** at the Franklin Public Library. This event offers resources for aging community members and their families to support their health and ensure residents remain healthy, happy, and in their homes. Each year, over **350 residents** participate, benefiting from valuable information provided by more than **25 local healthcare organizations and vendors**.

Social Service Referrals

The FHD's dedicated staff members work tirelessly to address the needs of Franklin community members. In 2025, the FHD received 88 referrals from concerned friends/family members and community partners including the Franklin Fire Department, Franklin Police Department and local health care organizations.

1 year increase = 120%
5 year increase = 80%



The FHD and the Franklin Fire Department have spearheaded the **Community Paramedic Program** to better address social service needs within the Franklin community. In 2025 the FHD utilized awarded grant funding to support further education for Franklin Fire Department staff to strengthen the local Community Paramedic Program and partnership between departments.

Common Concerns for Referrals in Franklin: Resources to stay in home, cognitive decline, hoarding, self-neglect, frequent 911 calls, transportation, medical care management, chronic disease concerns, falls, clutter, poor living conditions, safe living, alcoholism, infestations, wound care, home health care, food insecurity, & more.

Public Health Emergency Preparedness

The FHD is proud of its emergency preparedness work and is unwavering in its commitment to proactively anticipating, preventing, responding to, and recovering from public health emergencies. Public health emergencies range from weather related natural disasters, such as extreme cold or flooding, to disease outbreaks caused by food, viruses, chemical spills or bioterrorism threats.

Each year, FHD staff engage in organizing large-scale immunization clinics as part of the department's preparedness initiatives, along with regional exercises to enhance our capabilities and readiness for response. When Public Health emergencies occur, the FHD is immediately involved and active in coordinating resources and volunteers, setting up mass clinics, collaborating with partners to provide essential services such as food, housing and clothing, establishing family assistance centers, and much more.



The FHD played an integral role in the August flood response within the City of Franklin and in Southeastern Wisconsin. FHD staff assisted with flooding response and recovery efforts within the City, County and State. FHD staff also distributed flood clean up kits donated by community organizations to residents in need.

100+
PHONE CALLS WITH RESIDENTS IMPACTED BY FLOOD FOR CONNECTION TO RESOURCES

4 **City staff emergency preparedness trainings coordinated by FHD**

2025 At-a-Glance

1 emergency shelter opened through Red-Cross

2 licensed facility fires requiring off-hours response

1 mass vaccine clinic exercise

117

Franklin volunteers registered within the WI Emergency Assistance Volunteer Registry (WEAVR)



Opportunities to Get Involved

The Franklin Health Department facilitates several local coalitions and workgroups that support local health in Franklin. Read below for a look at opportunities of how to get involved.



Franklin Health Collaborative

A collective group of community leaders, stakeholders, and residents collaborating for a shared goal of a healthy Franklin. The group is currently addressing physical activity, mental health, and community connection.

Volition Franklin

A community coalition focused on substance misuse prevention among Franklin youth. This is accomplished through community events, information sharing, education, and an emphasis on community connections.

Feeding Franklin

A community coalition of local food pantries, convened by the Franklin Health Department to help address food insecurity locally.

Health Department Volunteers

Franklin Health Department volunteers support a wide-variety of events, from our annual Bike Rodeo and Trunk-or-Treat, to community vaccine clinics.



2025 Data At-A-Glance

Clinical Services	
Communicable Disease investigations	410
Immunizations (flu & non-flu) administered	598
Blood pressure screenings	54
TB Skin tests administered	47
Maternal and Child Health	
Vision screenings	887
Hearing screenings	886
Car Seat checks completed	40
Bike Rodeo attendees	100+
Helmets distributed	80+
Environmental Health	
Sharps containers collected	856
Sharps containers distributed	140
Animal bite investigations	40
Radon test kits distributed	92
Water test kits distributed	26
Licensed facility inspections completed	349
Licensed facility complaint investigations	8

Community Health	
Narcan doses distributed	298
Social service referrals	88
Stepping On participants	26
Mind Over Matter participants	12
Boost Your Brain & Memory participants	12
Community outreach interactions	10,000+
Trunk or Treat attendees	1,200+

Communications

The Franklin Health Department maintains a Facebook account to share timely and important community health information. In 2024, the City of Franklin Health Department Facebook page achieved:

Social Media Views:

180,000+

Follow the Health Department on social media to stay up to date on events and health information!



Franklin Health Department 2025 Annual Report



+414-425-9101



www.franklinwi.gov



franklinhealthdept@franklinwi.gov



9229 W Loomis Rd, Franklin WI, 53132

We look forward to connecting for a healthy 2026!



Scan to get involved with the
Franklin Health Department!



Connect with the Franklin Health
Department on Social Media!



HEALTH
DEPARTMENT

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/03/2026
Reports And Recommendations	Authorization to Adopt a Resolution to Execute the 2026-2029 Service Agreement with Crisis24 Inc. for the City of Franklin Emergency Notification System.	ITEM NUMBER <i>M.12.</i> District# Citywide

BACKGROUND

City of Franklin leadership involved in Emergency Preparedness and Response has done a comprehensive review of Emergency Notification Systems. After analyzing the offerings, pricing, and administration of six different systems, the Fire, Police, Health, Administration, and IT Directors have come to a consensus to move forward with the Crisis24 Inc. emergency notification system to support local emergency messaging needs. The City currently uses a WENS system that expires on 4/21/2026.

ANALYSIS

The emergency notification system will enhance notification and messaging capabilities during urgent situations to protect the health and safety of those in the Franklin community. The 3-year agreement term can be canceled on an annual basis if needed.

- The annual fee for 2026-2027 is \$6,500
- The annual fee for 2027-2028 is \$6,695
- The annual fee for 2028-2029 is \$6,896

The contract has been sent to the City Attorney and approved for signature pending Council approval.

FISCAL NOTE

\$5,225 for the notification and alerting system has been budgeted for in the 2026 IT and Administration budget. The Emergency Notification System will also be partially supported by a Health Department Grant Award in the amount of \$1,275 in 2026.

COUNCIL ACTION REQUESTED

A motion to adopt the resolution authorizing the execution of the 2026-2029 Service agreement with Crisis24 Inc. for the City of Franklin Emergency Notification System.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 03/03/2026

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING THE EXECUTION OF THE 2026-2029 SERVICE AGREEMENT WITH CRISIS24 INC. FOR THE CITY OF FRANKLIN EMERGENCY NOTIFICATION SYSTEM.

WHEREAS, the City of Franklin focuses on emergency preparedness and response efforts for the community; and

WHEREAS, effective crisis messaging is beneficial before and during emergencies that affect the municipality; and

WHEREAS, the Franklin Fire, Police, Health, Administration, and IT departments have come together to assess the current emergency notification system utilized by the City and cross-compared its offerings, pricing, and administrative uses to different available systems; and

WHEREAS, it has been collectively decided that the Crisis24 Inc. system best fits the current needs for the City of Franklin Emergency notification system; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement with Crisis24, Inc. to provide the CodeRED/ OnSolve emergency notification system to support local emergency messaging needs, in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ 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 ___

A G R E E M E N T

This AGREEMENT, is made and entered into this 3rd day of March 2026, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and (hereinafter "CONTRACTOR"), Crisis24, Inc. on behalf of itself and the Crisis24 group of companies, which collectively include Crisis24 Limited, Crisis24 Consulting Limited, Crisis24 SAS, Crisis24 Protective Solutions, LP, Crisis24 Protective Solutions Limited, FAM International Logistics, Inc., Crisis24 Protective Solutions, Inc., Crisis24 Medical Solutions, Inc., Crisis24 Assistance Services Limited, OnSolve, LLC, and their subsidiaries, having its principal place of business at 185 Admiral Cochrane Drive, Suite 300, Annapolis, MD 21401 whose principal place of business is emergency notification.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide an emergency notification platform;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for an emergency notification platform, as described in CONTRACTOR's proposal to CLIENT dated March 3, 2026, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT, following approval by CLIENT.
- C. CONTRACTOR is an independent contractor, and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

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

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on an annual basis. CLIENT agrees to pay CONTRACTOR’s invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed the budget as identified below:

2.0 Fees	
Annual Fee	USD 6,500.00
Year 1 Total	USD 6,500.00
Year 2	USD 6,695.00
Year 3	USD 6,896.00

3.0 Overages	
Amount Per annum fee payable if contracted quantities are exceeded in any 12-month billing period. Crisis24 will notify Client in writing of the Overage type, amount, and fee prior to invoicing.	Overage Type
\$.18	Per additional OnSolve Contact/Population/User
\$0.02	Per additional OnSolve Overage Message Unit

- D. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- E. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT’s review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Kelly Hersh will coordinate the work of the CONTRACTOR and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning the PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Pete Applegarth, CONTRACTOR's Project Manager, and other key providers of the Basic Services. Substitution of other staff may occur only with the CLIENT's consent.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days' written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to the CLIENT, whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. General/Commercial Liability	<p>\$1,000,000 per occurrence for bodily injury, personal injury, and property damage; \$1,000,000 per general aggregate</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
B. Umbrella or Excess Liability Coverage for General/Commercial	<p>\$1,000,000 per occurrence for bodily injury, personal injury, and property</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
C. Worker's Compensation and Employers' Liability	<p>Statutory: <i>Contractor will provide a waiver of subrogation and any rights of recovery allowed under any workers' compensation law.</i></p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality, CLIENT, or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality, CLIENT, or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately, having received a Notice to Proceed as of March 4, 2026.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and products provided by CONTRACTOR under this AGREEMENT shall comply with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County, or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval are required for the CONTRACTOR to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by a written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

CRISIS24, INC.

BY: _____

BY: _____

PRINT NAME: **John R. Nelson** _____

PRINT NAME: _____

TITLE: **Mayor** _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: **Danielle L. Brown** _____

TITLE: **Director of Finance and Treasurer** _____

DATE: _____

BY: _____

PRINT NAME: **Shirley J. Roberts** _____

TITLE: **City Clerk** _____

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/20/2026

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

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

PRODUCER Aon Risk Services, Inc. of Florida 4651 Salisbury Rd Suite 210 Jacksonville FL 32256 USA	CONTACT NAME		
	PHONE (A/C No Ext) (904) 724-2001	FAX (A/C No.) (904) 223-0797	
E-MAIL ADDRESS			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Crisis24, Inc. 185 Admiral Cochrane Dr. Suite 300 Annapolis MD 21401 USA	INSURER A	The North River Insurance Company	21105
	INSURER B	Starr Surplus Lines Insurance Company	13604
	INSURER C		
	INSURER D		
	INSURER E		
	INSURER F		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570118026752 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			1001240526251 SIR applies per policy terms & conditions	11/15/2025	11/15/2026	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	Included
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS COMP/OP AGG	\$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED							
	RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4087502514 WC - AOS	06/30/2025	06/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

570118026752

Certificate No :

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

Re: Evidence of Insurance: Delivered in connection with Enterprise Subscription Agreement and SOW related thereto between Crisis24, Inc. on behalf of itself and the Crisis24 group of companies, which collectively include, Crisis24 Assistance Services Limited, Crisis24 Limited, Crisis24 Medical Solutions, Inc., Crisis24 Consulting Limited, Crisis24 SAS, Crisis24 GmbH, Crisis24 Pte. Ltd, Crisis24 Protective Solutions, LP, Crisis24 Protective Solutions Limited, FAM International Logistics, Inc., Crisis24 Protective Solutions, Inc., OnSolve, LLC and their subsidiaries (collectively, "Crisis24"), and City of Franklin, WI. The naming of City of Franklin, WI as Certificate Holder is subject to written agreement between Crisis24 and City of Franklin, WI..

CERTIFICATE HOLDER	CANCELLATION
City of Franklin, WI 9229 W Loomis Road Franklin WI 53132 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i>

©1988-2015 ACORD CORPORATION. All rights reserved

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



AGENCY CUSTOMER ID: 570000094954

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services, Inc. of Florida		NAMED INSURED Crisis24, Inc.	
POLICY NUMBER See Certificate Number: 570118026752			
CARRIER See Certificate Number: 570118026752	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

<p>THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance</p> <p style="text-align: center;">Addendum</p> <p>Policy # 1001240526251 - General Liability Insurance and Professional Liability Effective: 11/15/2025 - 11/15/2026 Insurer: Starr Surplus Lines Insurance Company \$1,000,000 Each Occurrence \$1,000,000 Aggregate Per Occurrence Policy includes: Professional Liability; Products/Completed Operations Hazard; Contractual Liability; Cross/Severability of Interest; and Broad Form Property Damage.</p>
--



Statement of Work

Integrated Risk Management



This Statement of Work Number 391827 ("SOW 391827") is made effective as of the last date signed below (the "Effective Date"), by and between City of Franklin, WI ("Subscriber" or "Client") and Crisis24, Inc. on behalf of itself and the Crisis24 group of companies, which collectively include Crisis24 Limited, Crisis24 Consulting Limited, Crisis24 SAS, Crisis24 Protective Solutions, LP, Crisis24 Protective Solutions Limited, FAM International Logistics, Inc., Crisis24 Protective Solutions, Inc., Crisis24 Medical Solutions, Inc., Crisis24 Assistance Services Limited, OnSolve, LLC, and their subsidiaries, having its principal place of business at 185 Admiral Cochrane Drive, Suite 300, Annapolis, MD 21401 (collectively, "Crisis24" or "Provider") (collectively, Client and Crisis24 are "Parties" and each a "Party").

SOW 391827 shall be governed by the terms and conditions attached hereto (the "Agreement"). In the event of a conflict between this SOW 391827 and the Agreement, this SOW 391827 shall govern. This SOW 391827 incorporates the terms and conditions of the Agreement and is a contract between the parties signing below.

Capitalized terms used and not defined in this SOW 391827 have the meanings given to such terms in the Agreement

1.0 Services	
Service Name	Quantity
<p>OnSolve by Crisis24: Critical Communication CodeRED Core Package (Population/Contacts): Provides Subscriber access to multiple communications channels, including two-way communications, full message customization, and multilingual capabilities as further described in the OnSolve by Crisis24 Product and Services Specifications.</p> <p>Subscriber Service Area for the population: Franklin WI. A population increase above 10% may result in increased pricing.</p>	36,816
<p>OnSolve by Crisis24: Critical Communications Transactions - Included Annual Message Units (MUs): Provides Subscriber the specified quantity of annual Message Units for delivery and receipt of SMS, voice and/or fax messages. OnSolve by Crisis24 Critical Communication Message Units are consumed based on table located here.</p>	78,000
<p>OnSolve by Crisis24: Critical Communication Transactions - CodeRED Unlimited MU Upgrade (U.S.): Provides Subscriber Unlimited Message Units for Public Safety Alerting (Population/Contacts U.S. only)</p>	1
<p>OnSolve by Crisis24: Critical Communications Transactions - Included Unlimited Email/Mobile: Provides Subscriber unlimited Email and Mobile App (push notifications) Alerts.</p>	1
<p>OnSolve by Crisis24: Critical Communication CodeRED Premium Contact Data: Provides Subscriber access to Suppliers set of data for residential and business phone records (land lines) in the United States and Canada. This data is for emergency use only.</p>	1
<p>OnSolve by Crisis24: Critical Communication CodeRED Premium Plus Contact Data: Provides Subscriber access to Suppliers set of data for residential mobile numbers in the United States. This data is for emergency use only.</p>	1



<p>OnSolve by Crisis24: Onboarding/Implementation - Level 5: Assigned Project Manager (PM) with up to 10 hours of structured implementation activities over 1 month. One comprehensive virtual training for Users covering all aspects of the feature set outlined in the contract. Training is to be held within the first 60 days, with access to the recording of that session available for 90 days.</p>	1
<p>Additional Service Notes:</p> <p>OnSolve by Crisis24 Planned Use: Subscriber will use the Services to send Alerts to prepare and respond to emergencies and critical events to protect people and property from harm or damage.</p> <p>OnSolve Services are further detailed in the Annex of this Statement of Work or as provided here.</p>	

After First Year of this SOW, all Fees and Overages will increase by the higher of i) three (3%) percent per year over the fees charged in the immediately preceding year for the same volumes and Services provided under an SOW; or ii) by the percentage increase since the Effective Date in consumer prices for services as measured by the United States Consumer Price Index or a similar index, should such index no longer be published, three (3%) per year over the fees charged in the immediately preceding year for the same volumes and Services provided under an SOW.

2.0 Fees	
Annual Fee	USD 6,500.00
Year 1 Total	USD 6,500.00
Year 2	USD 6,695.00
Year 3	USD 6,896.00

3.0 Overages	
<p>Amount Per annum fee payable if contracted quantities are exceeded in any 12-month billing period. Crisis24 will notify Client in writing of the Overage type, amount and fee prior to invoicing.</p>	Overage Type
\$0.18	Per additional OnSolve Contact/Population/User
\$0.02	Per additional OnSolve Overage Message Unit

4.0 Billing	
SOW Ref Number:	391827
Contact:	Lauren Gottlieb
Address:	9229 W Loomis Rd Franklin, Wisconsin, 53132 United States
Phone:	1 (414) 425-9101
Email:	llube@franklinwi.gov
PO Required?	NO
Billing Currency:	USD
Billing Frequency:	Annually in Advance
Payment Terms:	thirty (30) days



5. ADDITIONAL PAYMENT TERMS

All fees are exclusive of VAT and other local taxes (including Withholding Tax) which will be applied as applicable. Any amounts prepaid by Client for Quantities under the SOW must be used within the annual billing period. Such payments shall not be refunded or applied as a credit to any future periods.

6. TERM

This SOW 391827 shall commence on the Effective Date and shall terminate 36 months after (the 'SOW 391827 Term'). Thereafter, this SOW 391827 shall automatically renew for additional one-year periods (each a "Renewal SOW Term") , unless Client provides Crisis24 with written notice of termination at least sixty days (60) prior to the end of the then current Renewal Term.

IN WITNESS WHEREOF, the parties have executed this SOW 391827 as of the Effective Date.

CRISIS24, INC.

City of Franklin, WI

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



ENTERPRISE SUBSCRIPTION SERVICES AGREEMENT – GOVERNMENT

THIS ENTERPRISE SUBSCRIPTION SERVICES AGREEMENT (this "Agreement") is made as of the last date signed below ("Effective Date") by and between Crisis24, Inc. on behalf of itself and the Crisis24 group of companies, which collectively include, Crisis24 Assistance Services Limited, Crisis24 Limited, Crisis24 Medical Solutions, Inc., Crisis24 Consulting Limited, Crisis24 SAS, Crisis24 GmbH, Crisis24 Pte. Ltd, Crisis24 Protective Solutions, LP, Crisis24 Protective Solutions Limited, FAM International Logistics, Inc., Crisis24 Protective Solutions, Inc., OnSolve, LLC, and their subsidiaries having its principal place of business at 185 Admiral Cochrane Drive, Suite 300, Annapolis, MD 21401 (collectively, "Crisis24" or "Supplier"), and City of Franklin, WI having its principal place of business at 9229 W Loomis Rd, Franklin, WI 53132 ("Subscriber" or "Client") (collectively, Subscriber and Crisis24 are "Parties" and each a "Party").

a. Scope of Agreement. This Agreement sets forth the terms and conditions that will apply when Crisis24 provides services to Subscriber (the "Services") as described in a Statement of Work (each, an "SOW") executed by the parties pursuant to this Agreement. Any of the Crisis24 group of companies may perform the Services. In the event of a conflict between this Agreement and the applicable SOW, the terms of the applicable SOW will prevail.

c. No Obligation. This Agreement does not impose an obligation to deal exclusively with the other Party. In addition, Crisis24 is not obligated to undertake, and Subscriber is not obligated to purchase or pay for, any Services unless this Agreement and a SOW for Services is executed and delivered by both parties.

d. Changes to Service. If either Party believes a change in circumstances justifies any modification to the SOW, the Parties shall discuss in good faith a modification to the relevant SOW. Any modification requires a written amendment or other confirmation, executed by the Parties.

1. CERTAIN DEFINITIONS.

1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party hereto, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.2. "Alerts(s)" means notifications/messages issued through the Subscription Services, without regard to whether a Contact responds to such Alert.

1.3. "Applicable Law" means any statute, ordinance, judicial decision, executive order, directive or regulation having the force and effect of law in each case to the extent applicable to a party, the Services and the use thereof or, in connection with this Agreement.

1.4. "Contact" means an individual recipient only capable of receiving and responding to Alerts and, if permitted, updating their own profile.

1.5. "Content" means content, data, text, messages, and other material contained in an Alert or otherwise sent by Subscriber through the Subscription Services.

1.6. "CNE Page" means the relevant community notification enrollment website utilized by Subscriber and its Contacts in connection with the Services.

1.7. "Documentation" means any explanatory materials, such as user manuals, training manuals, specifications regarding the implementation and use of the Subscription Services (electronic or written) that is provided by Crisis24 regarding the Subscription Services, as may be updated from time to time.

1.8. "Fees" means any fees due for the Services set forth on the applicable SOW, including but not limited to all fees for Subscription Services, Non-Recurring Services and Professional Services and any applicable Transaction Fees.

1.9. "Initial Term" has the meaning provided in Section 9.1.

1.10. "Professional Services" means the professional services identified on Subscriber's SOW or any statement of work to be provided by Crisis24 to Subscriber.

1.11. "Renewal Term" has the meaning provided in Section 9.1.



1.12. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.

1.13. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, email address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, email address and physical address), geolocation, and employee ID or other non-identifying ID number provided by Subscriber or obtained through the CNE Page.

1.14. "Subscription Services" means Crisis24's software-as-a-service, internet-based and accessed service(s) as more particularly described on the applicable SOW and purchased by the Subscriber pursuant to this Agreement.

1.15. "Subscription Fee" means the fees for access to and use of the Subscription Services.

1.16. "Term" means the Initial Term together with any applicable Renewal Term(s).

1.17. "Transaction Fees" means the fees for individual transactions of sending and/or receiving Alerts to and from devices.

1.18. "User" means, collectively, any administrators and all authorized users of the applicable Subscription Services, including Contacts.

2. USE OF THE SUBSCRIPTION SERVICES.

2.1. Access to the Subscription Services. During the Term and subject to Subscriber's compliance with this Agreement, Crisis24 grants Subscriber a non-exclusive, worldwide, non-transferable right to access and use the Subscription Services for Subscriber's internal business purposes only and only in accordance with the applicable Documentation.

2.2. Use Restrictions. Subscriber shall not, and shall not permit any third party under its control to, use the Subscription Services for an Unauthorized Purpose. If Subscriber uses the Subscription Services for an Unauthorized Purpose, Crisis24 may take any and all actions as it reasonably deems appropriate, from the issuance of a warning to limiting, suspending, or terminating Subscriber's right to use the Subscription Services to cancellation of any SOW and (if applicable) involvement of government authorities. "Unauthorized Purpose" means to: (i) create derivative works of, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Subscription Services; (ii) circumvent or disable any security or features of the Subscription Services, or attempt to probe, scan, gain access to, or test the vulnerability of Crisis24's network and/or Subscription Services or any systems, networks, servers, computers, devices, or equipment owned, controlled, or used by Crisis24 to provide the Subscription Services unless expressly permitted under an agreement between Subscriber and Crisis24; (iii) license, sublicense, assign, transfer, distribute, rent or sell use or access to the Subscription Services (in whole or in part), whether as a service bureau or otherwise, or otherwise transfer rights in or to the Subscription Services; (iv) remove, alter or obscure any product identification, copyright or proprietary notices; (v) upload or provide any Content, information or materials that are defamatory, offensive, abusive, obscene, of menacing character, or that violate privacy or intellectual property rights; (vi) use the Subscription Services to threaten, defame, bully, harass, or harm persons or their property; (vii) send, store or distribute any malware, viruses or any other routines, code or programs with the intent or effect of damaging, destroying, disrupting, monitoring or otherwise impairing Crisis24's, or any other person's or entity's, network, computer system, or other equipment, or any third party data contained therein; (viii) access the Subscription Services or use any Documentation in order to build a similar product or competitive product; or (ix) adopt, use, register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, any Crisis24 trademark, service mark or trade name, or any word or mark confusingly similar to them in any jurisdiction; (xi) contest, in any court or other jurisdiction, the validity of any of the Crisis24 property; or (xii) use with intent to avoid payment of charges due under this Agreement.

2.3. Acceptable Use Policy. Subscriber shall ensure that its Users and its Affiliates' Users use the Subscription Services in accordance with all Applicable Laws and the Acceptable Use Policy located at <https://www.onsolve.com/legal/aup/>.

2.4. Usernames and Passwords. Subscriber shall be responsible for the confidentiality of all usernames and passwords and all activities that occur under such usernames. Subscriber shall promptly notify Crisis24 of any



suspected unauthorized access to the Subscription Services at securityteam@onsolve.com, copying Subscriber's Crisis24 relationship manager.

2.5. **Subscriber Data and Standard Personal Information.** Subscriber represents and warrants it has the right and authority to provide Crisis24 with the Content and any Standard Personal Information for use in connection with the Subscription Services. As between the Parties, the Content and Standard Personal Information shall be owned by Subscriber. Subscriber grants Crisis24 a non-exclusive, worldwide, transferable, royalty-free and fully paid license to use the Content and Standard Personal Information solely as necessary to perform the Subscription Services. To the extent applicable, Subscriber acknowledges and agrees that Crisis24 may notify Contacts who contribute Standard Personal Information in the CNE Page ("CNE Page") that such data will be transmitted to Subscriber and is subject to Subscriber's privacy policies. Subscriber agrees that it will be solely responsible for providing the privacy policies for the CNE Page and that Crisis24 shall not be responsible for contributing Standard Personal Information for any Contact through the CNE Page.

2.6. **Feedback.** The Parties acknowledge that the Subscription Services may collect and aggregate certain de-identified information and data regarding the use and operation of the Subscription Services by Subscriber. Subscriber agrees that Crisis24 may utilize such information and data as well as any Subscriber suggestions, enhancement requests or other recommendations (collectively, "Feedback") for any lawful business purpose, without a duty of accounting to Subscriber so long as such Feedback does not identify Subscriber, or any Subscriber provided Content or Contacts. No compensation shall be paid with respect to Crisis24's use of Feedback.

2.7. **Affiliates.** Subscriber's Affiliates may purchase Services on the terms and conditions set forth in this Agreement pursuant to an SOW. With regard to SOWs entered into by Crisis24 with any Subscriber Affiliate: (i) all references to "Subscriber" in this Agreement and in the SOW shall be deemed to mean the Affiliate who entered into the SOW, (ii) each SOW shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate entering into such SOW and Crisis24, and (iii) Subscriber shall have no liability under such Affiliate SOW.

3. PROVISION OF SERVICES

3.1. **Subscription Services Availability & Customer Support.** During the Term, Crisis24 shall (i) utilize a reputable hosting infrastructure to provide the Subscription Services; and (ii) use commercially reasonable efforts to notify Subscriber in advance of planned Subscription Services interruptions. Upon receipt of a written request from Subscriber for technical assistance with the Subscription Services, Crisis24 Subscriber support personnel may access Subscriber's environment to collect the necessary logs and data or to validate Subscriber's settings or as otherwise required to respond to Subscriber's request. Crisis24 may also use data generated in connection with Subscriber's use of the Subscription Services to assist in responding to Subscriber's request.

3.2. **Professional Services.** If an SOW or any statement of work includes Professional Services, subject to the payment of applicable fees, Crisis24 shall perform such Professional Services (i) in a professional and workmanlike manner and (ii) in accordance with the terms and conditions set forth in the SOW or such statement of work. Subscriber must notify Crisis24 of a claim under this section within 30 days of completion of the affected Professional Services. Subscriber's exclusive remedy arising out of a failure to provide the Professional Services in accordance with this section is limited to the re-performance of the Professional Service, or if re-performance is not commercially reasonable, termination as provided by Section 9.2 (Termination for Material Breach). Any changes to the Professional Services will not be effective unless mutually agreed upon in writing. Subscriber will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable Crisis24 to perform the Professional Services. Subscriber acknowledges that Crisis24's ability to provide Professional Services as described in the SOW may be affected if Subscriber does not meet its responsibilities as set forth above and in the applicable SOW.

3.3. **Security and Data Integrity.** Crisis24 maintains industry standard physical, administrative, and technical security measures to protect against and prevent unauthorized access of Content and Standard Personal Information in accordance with Crisis24's Security Standards Addendum, a copy of which is available on request.

3.4. **Integrated Services.** Subscriber acknowledges that the Subscription Services integrate or interoperate with certain third-party telephony, GIS, short message service (SMS) and/or facsimile services and that the Subscription Services are subject to pass-through terms from such third-party vendors. Accordingly, Crisis24 may modify this Agreement upon thirty (30) days written notice to Subscriber if reasonably necessitated due to changes imposed by such third-party providers. Subscriber's failure to comply with such modified terms may result in the termination of certain critical services from Crisis24's vendors which would impact all of Crisis24's Subscribers.



3.5. Retained Rights. Crisis24 retains all right, title and interest in and to the Services except for the rights granted to Subscriber pursuant to this Agreement.

4. PAYMENT AND TAXES

4.1. Payment Terms. Unless specified otherwise in the SOW, all Fees shall be stated and paid in U.S. Dollars and are non-refundable. Subscriber shall pay the Fees identified in the SOW without setoff or deductions as follows:

- (a) Subscription Services. Unless otherwise provided on the SOW, Crisis24 shall invoice Subscriber annually in advance for the Subscription Services and payment is due to Crisis24 on the earlier of (i) thirty (30) days from the invoice date or (ii) the anniversary of the Effective Date.
- (b) Professional Services. Professional Services will be delivered on time and material basis, as stated in a scope of service schedule attached to the SOW. Invoices will be issued on a monthly basis unless otherwise stated in the SOW. Professional Services Fees exclude expenses for travel, food and lodging, that are related to the performance of such services.
- (c) Transaction Fees. If the Subscription Services include Transaction Fees and Subscriber exceeds the permitted message units for applicable features, Crisis24 shall invoice Subscriber for such Transaction Fees, at least annually but may do so on a quarterly or monthly basis, in arrears at the rate set forth on the SOW and payment is due within thirty (30) days from the invoice date.
- (d) Expenses. Crisis24 shall invoice Subscriber quarterly in arrears for any expenses incurred in connection with delivering any of the Services, such as food, travel and lodging, as set out in the applicable SOW or statement of work.

4.2. Overdue Charges. To the extent permitted by Applicable Law, if any invoiced amount is not received by Crisis24 by the due date, without limiting Crisis24's rights or remedies, those amounts may be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, plus any and all collection costs.

4.3. Taxes. All Fees are exclusive of federal, state, local and foreign taxes, duties, levies, withholdings and similar assessments ("Taxes") and Subscriber is responsible for the payment of all Taxes, excluding Taxes on Crisis24's net income.

4.4. Price Increases. Crisis24 reserves the right to increase the Subscription Fees and/or the Transaction Fees on an annual basis during the Term.

4.5. Purchasing Agents. If Subscriber is utilizing a third-party payment intermediary ("Purchasing Agent") to pay for the Services, Subscriber acknowledges and agrees that: (a) such Purchasing Agent is acting in the capacity of an agent for Subscriber and is not purchasing the Services for Purchasing Agent's account; (b) Subscriber is responsible to Crisis24 for any failure by Purchasing Agent to timely pay the fees identified on the purchase order for the Service provided hereunder.

5. CONFIDENTIALITY AND DATA PRIVACY.

5.1. Confidential Information. The term "Confidential Information" means Standard Personal Information, internal policies and procedures of a party and all other non-public information that a reasonable person should understand to be confidential due to its nature and the circumstances in which it was disclosed and that is disclosed by or on behalf of either party ("Disclosing Party") to the other party ("Receiving Party"), whether such information is disclosed before or after the Effective Date. "Confidential Information" excludes information that (i) was in the public domain prior to the time of disclosure; (ii) enters the public domain after disclosure through no action or inaction of the Receiving Party; (iii) is already known by the Receiving Party at the time of disclosure; (iv) is obtained by the Receiving Party from a third party without restriction; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Except as otherwise expressly set forth in this Agreement, the Receiving Party shall not disclose (including, without limitation, distribute, transmit or transfer) or use the Confidential Information of the Disclosing Party or any portion thereof without the prior written consent of Disclosing Party except for the purpose of exercising its rights or performing its obligations under this Agreement. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set forth in this Agreement and Receiving Party shall be responsible for any unauthorized disclosure of any Confidential Information by such persons as if Receiving Party had made such unauthorized disclosure itself. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law so long as the Receiving Party gives the Disclosing Party prompt



written notice prior to the disclosure and reasonable assistance in limiting disclosure or obtaining a protective order. Crisis24 may also disclose this Agreement to actual and potential investors and funding sources who agree to hold it in confidence. The Receiving Party agrees to take steps designed to protect the Disclosing Party's Confidential Information that are substantially similar to those it takes to protect its own proprietary information (but not less than reasonable care) from unauthorized disclosure. Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information. Upon any termination or expiration of this Agreement, and after a minimum ninety (90) day holding period, the Receiving Party will destroy or permanently obfuscate all of the Disclosing Party's Confidential Information in its possession. This Section 5.1 and the obligations set forth hereunder shall survive termination of all Subscription Services subject to this Agreement.

5.2. Data Privacy. Each party shall comply with Applicable Law with respect to data privacy and data protection ("Applicable Data Privacy Law"). Subscriber (i) may only upload, transmit, or store Standard Personal Information through the Subscription Service; (ii) shall not upload, transmit or store any Sensitive Data through the Subscription Services; and (iii) shall not, without Crisis24's prior written consent, upload, transmit or store any information that may be deemed personal data or personal information of any individual person by Applicable Law (including but not limited to the California Consumer Privacy Act, Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, and Family Educational Rights and Privacy Act) through the Subscription Services other than Standard Personal information that is expressly requested in a data field specified by the Subscription Services. Either party shall notify the other party within 72 hours in relation to the receipt of any complaint, notice, or communication received from any regulatory authority or individual which relates directly or indirectly to the processing of the Standard Personal Information or to either party's compliance with Applicable Data Privacy Law. Depending on the location of the Subscriber and its Users, the following provisions may also apply:

- (a) *California*. This clause shall apply if Subscriber has Users located in California. For purposes of the California Consumer Privacy Act ("CCPA"), Subscriber acknowledges and agrees that Crisis24 is a "service provider" as defined in the CCPA and its regulations and is receiving the Standard Personal Information for a business purpose. As a service provider, Crisis24 may use the Standard Personal Information provided by the Subscriber (i) to process or maintain Subscriber personal information received through the Subscription Services in compliance with this Agreement; (ii) for internal use by Crisis24 to build or improve the quality of the Subscription Services, provided that Crisis24's use of the Standard Personal Information does not include building or modifying household or consumer profiles to use in providing services to another business, or correcting or augmenting data acquired from another source; or (iii) to detect data security incidents, or protect against fraudulent or illegal activity. If any consumer (as defined under the CCPA) sends a request to exercise rights under the CCPA to Crisis24, Crisis24 shall refer the consumer to the Subscriber and inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.
- (b) *EEA, Switzerland and the United Kingdom*. This clause shall apply if Subscriber has Users located in any of the European Economic Area, Switzerland and the United Kingdom. For purposes of the General Data Protection Regulation ("GDPR"), Subscriber acknowledges and agrees that Crisis24 is a "data processor" as defined under the GDPR. If Subscriber transmits or stores any Standard Personal Information that originates from within the EEA, Switzerland or the United Kingdom to or through the Subscription Services, the terms of a Data Processing Addendum shall apply and be incorporated into this Agreement upon the Effective Date.

6. REPRESENTATIONS AND DISCLAIMER

6.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and the applicable SOW or statement of work, and (ii) when executed and delivered by such party, this Agreement, the applicable SOW or statement of work will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. Subscription Services Warranty. Crisis24 represents and warrants that the Subscription Services shall materially perform in accordance with the applicable Documentation. For any material breach of a warranty, Subscriber's exclusive remedy shall be as provided by Section 9.2 (Termination for Material Breach).

6.3. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6, CRISIS24 MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER INCLUDING THAT THE SERVICES OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OR USE OF THE



SERVICES WILL BE SECURE OR UNINTERRUPTED. CRISIS24 EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. THE SUBSCRIPTION SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CRISIS24 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS AND SHALL NOT HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SUBSCRIPTION SERVICES TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF CRISIS24 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. INDEMNIFICATION

7.1. Indemnification by Crisis24.

- (a) Crisis24 shall, at its expense, defend Subscriber and its Affiliates from or settle any claim, proceeding, or suit brought by a third party ("Claim") against Subscriber (i) to the extent (a) that the Services infringe or misappropriate any intellectual property right of such third party or (b) arising out of Crisis24's gross negligence or willful misconduct or (c) arising out of Crisis24's breach of its obligations with respect to Confidential Information under Section 5.1 (Confidential Information), and (ii) will indemnify Subscriber from all damages, costs, and attorneys' fees finally awarded and unappealable against Subscriber or its Affiliates as a result of such Claim.
- (b) Crisis24 shall have no obligation under this Section 7.1 for any Claim to the extent arising out of or is based upon: (i) Subscriber's use of the Services not in compliance with this Agreement or the Documentation; (ii) Subscriber's combination of the Services with software, hardware, system, data, or other materials not supplied or authorized by Crisis24 (unless expressly permitted by the Documentation) without Crisis24's prior written authorization; (iii) the Content or Standard Personal Information; or (iv) any claims otherwise precluded under Section 6.3 (Disclaimer).
- (c) In the event an infringement or misappropriation Claim involving the Services is brought or threatened, or is likely to be brought or threatened in Crisis24's reasonable opinion, Crisis24 may, at its sole option and expense: (x) procure for Subscriber the right to continue to use the Services, (y) modify the Services in a manner that does not materially degrade the Service's functionality, or (z) terminate the affected Services and, with respect to termination of the Subscription Services, refund the unearned portion of the Fees payable for the affected Subscription Services based on the days left in the Term, less any Fees for usage accrued prior to the date of termination. Notwithstanding anything else herein, the foregoing indemnification obligations are Crisis24's only obligations and liability, and Subscriber's exclusive remedy, in respect of any infringement or misappropriation Claim.

7.2. Subscriber Indemnification. To the extent permitted by Applicable Law, Subscriber shall, at its expense, (i) defend Crisis24 from or settle any Claim against Crisis24, its Affiliates, licensors and suppliers arising out of: (a) Subscriber's breach of Sections 2.2 or 2.3 or 5.2, (b) third party claims that Subscriber's Content infringes on any third party's intellectual property rights; or (c) Subscriber's gross negligence or willful misconduct and (ii) indemnify Crisis24 from all damages, costs, and attorneys' fees finally awarded and unappealable against Crisis24 as a result of such Claim. Subscriber will indemnify Crisis24 from all damages, costs, and attorneys' fees finally awarded and unappealable against Crisis24 or its Affiliates as a result of any such claim.

7.3. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any Claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent (which consent shall not be unreasonably withheld or delayed).

8. LIMITATION OF LIABILITY

8.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON FOR (I) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, UNDER ANY THEORY OF LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED



WITH, THE SERVICES OR THE AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) DIRECT DAMAGES IN EXCESS OF THE FEES ACTUALLY PAID OR PAYABLE BY SUBSCRIBER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM RESULTING IN SUCH DAMAGES AROSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS DO NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, OR SUBSCRIBER'S FAILURE TO REMIT ALL FEES PROPERLY DUE AND OWING UNDER THE AGREEMENT; PROVIDED, HOWEVER, CRISIS24'S MAXIMUM LIABILITY FOR ANY CLAIMS RESULTING FROM WRONGFUL DISCLOSURE OF CONFIDENTIAL INFORMATION WILL NOT EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID OR PAYABLE BY SUBSCRIBER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE.

9. TERM AND TERMINATION

9.1. Term. This Agreement shall come into effect as of the Effective Date and remain in effect until terminated as set forth herein. The provision of the Subscription Services shall commence on the effective date specified on the SOW, and shall continue for the duration of the Initial Term specified therein, unless earlier terminated in accordance with this Agreement. Upon completion of the Initial Term, the term for all Subscription Services shall automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") unless a different renewal period is specified on the SOW. Each party must provide at least sixty (60) days' written notice if they intend for the Subscription Services to expire at the end of the Initial Term or the then-current Renewal Term.

9.2. Termination for Material Breach. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

9.3. Non-Appropriation. If (i) sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal year for the Service or any similar or competing service or (ii) sufficient funds for payment under this Agreement for any future fiscal year that are or were to be provided by grant or through an outside funding source are withheld, denied, or are otherwise unavailable to Customer, then Customer may terminate this Agreement at the end of Customer's then current fiscal year by providing OnSolve with a minimum of sixty (60) days' prior written notice. If this Agreement is terminated pursuant to this paragraph, then (a) OnSolve shall retain all Fees paid to date, (b) Customer shall immediately pay to OnSolve all amounts due and owing through the termination date, and (c) OnSolve shall waive all unpaid Subscription Fees that would become due after the termination date.

9.4. Suspension. Crisis24 may suspend Subscriber's access to and use of the Subscription Services: (i) effective immediately upon notice if Subscriber is in breach of Section 2.2 (Use Restrictions) or Section 2.3 (Acceptable Use Policy) or if Crisis24 reasonably determines that any Users' use of the Subscription Services is causing immediate and ongoing harm to Crisis24 or others; or (ii) if payment of any portion of the Fees is not received by Crisis24 within fifteen (15) days after Crisis24 notifies Subscriber that payment is past due. Crisis24 shall promptly notify Subscriber of any suspension and the parties shall diligently attempt to resolve the issue. Any such suspension shall not modify or lengthen the Term hereof or of any then current SOW, nor shall any rights or obligations hereunder be waived during the suspension period.

9.5. Effects of Termination. Upon termination or expiration of the applicable SOW (i) Subscriber's access to and use of the Subscription Services shall cease; (ii) Crisis24 shall, upon written request of Subscriber, erase Subscriber data from the production servers controlled by Crisis24, except that: (a) any data stored on Crisis24's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Crisis24 agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Crisis24 may retain report data (e.g., date/time of Alert and number of Alerts sent) necessary to support its billing and accounting records; (iii) Subscriber will immediately pay to Crisis24 all Fees due and payable for Services delivered prior to the date of termination; and (iv) Subscriber shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Crisis24's request, provide written notice that Subscriber has fully complied with this clause. Upon termination of any applicable SOW and/or this Agreement for Subscriber's breach: (A) Subscriber will immediately pay to Crisis24 all unpaid Fees that would become due under the then-current term if such termination did not occur; and (B) Crisis24 shall retain any Fees paid to date. Upon termination of this Agreement for Crisis24's breach, Crisis24 will refund an



amount equal to the unearned portion of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

10. GENERAL

10.1. Changes to the Service. Crisis24 may modify the Subscription Services from time to time by removing unused features or substituting outdated features with new features that have similar or improved functionality by implementing system upgrades, migrations and/or platform changes or otherwise so long as such changes are not intended to and do not materially adversely affect Subscriber's use of the Subscription Services. Subscriber's purchase of any Services is not contingent upon, and Subscriber has not relied upon, the delivery of any future functionality, regardless of any written or verbal communication about Crisis24's possible future plans.

10.2. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror, epidemics, pandemics (other than COVID-19), and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.3. Non-Solicitation. Each party acknowledges that the employees of the other party are a valuable asset of that party and have acquired confidential and proprietary information belonging to that party. Each party further acknowledges that hiring a current or former employee of that party to work as an employee of the other party will cause damage to the other party. Each party agrees that, for a period of one (1) year after the termination of the Agreement, it will not solicit any current or former employee of the other party in any capacity.

10.4. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy arising out of or related to the performance of this Agreement or any SOW ("Dispute") to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including, attorneys' and experts' fees and costs. Subscriber shall be responsible for any collection fees incurred by Crisis24 in collecting amounts due.

10.5. Publicity. Crisis24 may reference Subscriber's name as an Crisis24 Subscriber online and in Crisis24 marketing materials.

10.6. Survival of Terms. If this Agreement is terminated for any reason, remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.6 (Feedback), 3.3 (Security and Data Integrity), 3.5 (Retained Rights); 4.1 (Payment Terms), 4.2 (Overdue Charges), 4.3 (Taxes), 5 (Confidentiality and Data Privacy), 7 (Indemnification), 8 (Limitation of Liability), 9.4 (Effects of Termination), and 10 (General) shall survive termination.

10.7. Independent Contractor. In making and performing under this Agreement, the parties are acting and shall act as independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.8. Severability. If any provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.9. Waiver. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.10. Notice. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing delivered via email with delivery receipt requested or via certified or registered mail, or overnight courier with delivery tracking, to the appropriate party at the address set forth on SOW and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 10.10. Notices are deemed given on the date an email is sent, two (2) business days following the date of mailing with the appropriate postage affixed or one business day following delivery to a courier.

10.11. Export Compliance. The Subscription Services and other Crisis24 technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber represents that it is not



named on any U.S. government denied-party list. Subscriber will not permit any User to access or use the Subscription Services in a U.S.-embargoed country (including, but not limited to: the Crimea region of Russia, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation and will not permit any U.S.-sanctioned persons or entities to act as Users, and Subscriber shall indemnify Crisis24 in respect of any breach of this section.

10.12. U.S. Government End Users. As defined in Federal Acquisition Regulation ("FAR") section 2.101, Defense Federal Acquisition Regulations Supplement ("DFARS") section 252.227-7014(a)(1) and DFARS section 252.227-7014(a)(5) or otherwise, all software and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors, or if purchased by any agency in the Department of Defense, as specified in 48 C.F.R. 227.7202-3 of the DFARS and its successors. If applicable, Subscriber will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

10.14. Entire Agreement. The Agreement, together with any Schedules and Exhibits attached hereto and any related SOW or statement of work, constitutes the entire agreement and understanding between Subscriber and Crisis24 with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in Subscriber-provided purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Subscriber's purchase orders or invoices will be of no force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

CRISIS24, INC.

CITY OF FRANKLIN, WI

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SCHEDULE 1 PRODUCT SPECIFIC TERMS

The following are additional product specific terms ("Product Specific Terms") that are applicable to certain Crisis24 Services that may be purchased under these Terms and Conditions. The Product Specific Terms only apply if Subscriber executes an SOW which includes any of the products identified below. In the event of conflict between a Product Specific Term and any term in the Terms and Conditions, the applicable Product Specific Term controls. In the event of conflict between a Product Specific Term and any term in the applicable SOW, the term set forth in the applicable SOW controls.

A. Critical Communications.

Subscriber's right to access and use the Critical Communications services listed on the applicable SOW (the "Critical Communications Services") is subject to the following additional terms:

1. Message Surcharges. Crisis24 will not be liable to Subscriber, to any Contact or to any other person for any charges or fees that arise from the sending, receiving or replying to an Alert using the Critical Communications Services, including as a result of increases in pass-through charges by Users' telecommunications providers.
2. Contacts. Each Contact is to be assigned to a designated, named individual and cannot be shared by more than one individual. At any time during the Term that Subscriber exceeds the number of Contacts set out in the applicable SOW, Subscriber shall promptly inform Crisis24 of such excess and shall be obligated to pay the additional Fees related to such excess Contacts. If a named individual Contact no longer requires access to the Subscription Services, Subscriber may reassign such Contact to a new individual without increasing the total number of Contacts; provided, however, that the total number of Contacts reassigned may not exceed 15% per year. At any time during the Term and for a period of ninety (90) days thereafter, Crisis24 may inspect the number of Subscriber's Contacts to ensure compliance with the total number of Contacts permitted in the SOW. Crisis24 shall invoice Subscriber for excess Contacts pro rata for the remainder of the relevant Term.
3. API Restrictions. If Subscriber is provided with access to an Crisis24 application program interface ("API") as a part of the Critical Communications Services, Subscriber may not use such API to send or otherwise trigger Alerts to Contacts not stored within the Subscription Services unless such use is specifically permitted on the applicable SOW.
4. Transaction Fees. Transaction Fees will be billed at the rates specified on the applicable SOW based on the below metrics. International Transaction Fees are subject to change with thirty (30) days' notice to Subscriber.
 - (a) Voice (outbound/inbound) Alerts. Voice Alerts are rounded up to the nearest minute and are based on the country of the Contact phone number. Call Bridging and, if applicable Conference Calling, are per minute, per connection based on each of the outbound call connections.
 - (b) SMS Alerts. SMS Alerts are sent per segment based on the country of the Contact phone number. Each SMS segment is comprised of approximately (i) 160 characters for GSM-7 encoded messages and (ii) 70 characters for UCS-2/non-GSM-7 encoded; messages exceeding such character limits will be segmented into (x) 153-character segments for GSM-7 encoded messages and (y) 67-character segments for UCS-2/non-GSM-7 encoded messages. These segmenting requirements may vary by telecommunication carrier and country. Lengthy, multi-segment Alerts may be restricted by telecommunication carriers. Multi-segment SMS Alerts will incur multiple charges, one charge per segment and any responses via SMS will also incur charges, one charge per response.
 - (c) Facsimile (Fax). Faxes are per page based on the country of the Contact fax number.

B. Risk Intelligence

Subscriber's right to access and use the 'Risk Intelligence' Subscription Services identified on the SOW (the "Risk Intelligence Services") is subject to the following additional terms:



1. For purposes of the Risk Intelligence Services, "Asset" means a person, fixed location or property identified by Subscriber to be monitored by the Risk Intelligence Services by inputting the coordinates of the fixed location, or by monitoring the geolocation of the person or property with the enabled Crisis24 mobile application or another geo-tracking system.

BLANK PAGE

Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/3/26
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p>Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to the properties at the southwest corner of South Oakwood Park Drive and West Ryan Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to affect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the properties at the southwest corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p align="center">Ald. District 4 ITEM NUMBER</p> <p align="center">D.13.</p>

Department of City Development and Engineering, Administration and Legal Services departments staff will be present at the meeting.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the properties at the southwest corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Economic Development: jr; Legal Services Dept: jw

BLANK PAGE

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

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

COUNCIL ACTION REQUESTED

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



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
March 3, 2026 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:50 p.m.	Mulligan's Irish Pub & Grill Event: St. Patrick's Day Weekend and Party Person in Charge: Brian Francis Location: 8933 S 27th Street Date of Event: 3/14/2026 and 3/17/26			
Operator 2025-2026 New	Brooke Behringer Walgreens #05884			
Operator 2025-2026 New	Oriana Markovic Walgreens #05884			
Operator 2025-2026 New	Damon Potrykus Mulligan's Irish Pub & Grill			
Operator 2025-2026 New	Shannon Scheit Point After Bar & Grille			
Class A Combination Change of Agent 2025-2026	Ultra Mart Foods, LLC DBA Pick n Save #6360 Krystal Murphy, Agent 7201 S 76 St			
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 3/3/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated February 13, 2026 through February 26, 2026 Nos. 206052 through Nos. 206212 in the amount of \$ 6,613,636.66. Also included in this listing are EFT Nos. 6388 through EFT Nos. 6409, Library vouchers totaling \$ 31,890.91 and Water Utility vouchers totaling \$ 283,235.88. Voided checks in the amount of \$ (2,482.81) are separately listed.

Early release disbursements dated February 13, 2026 through February 25, 2026 in the amount of \$ 6,130,943.36 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated February 20, 2026 is \$ 470,764.68, previously estimated at \$ 501,000. Payroll deductions dated February 20, 2026 are \$ 578,957.50, previously estimated at \$ 565,000.

The estimated payroll for March 6, 2026 is \$ 478,000 with estimated deductions and matching payments of \$ 291,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of February 26, 2026 in the amount of \$ 6,613,636.66
- Payroll dated February 20, 2026 in the amount of \$ 470,764.68 and payments of the various payroll deductions in the amount of \$ 578,957.50 plus City matching payments and
- Estimated payroll dated March 6, 2026 in the amount of \$ 478,000 and payments of the various payroll deductions in the amount of \$ 291,000, plus City matching payments.

ROLL CALL VOTE NEEDED