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<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, OCTOBER 6, 2026 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of September 15, 2026.
- D. Hearings.
- E. Organizational Mayoral Commission Appointment: David Ahles, 4277 W. College Ave., Ald. Dist. 3-Board of Water Commissioners, 5 year unexpired term expiring 09/30/31.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with LXL PG Apartments, LLC – Poths General located at 7154 S. 76th Street.
 - 2. A Resolution Authorizing Certain Officials to Execute a Storm Water Facilities Maintenance Agreement and Storm Water Access Easement with Initech, LLC at Poths General Development at 7154 S. 76th Street.
 - 3. A Resolution for Acceptance of a Public Utility Easement, Water Main Easement, and Sanitary Sewer Easement from Initech LLC at Poths General Development, located at 7154 S. 76th Street.
 - 4. A Resolution to Award the Water Tower Park Project to Diversified Drainage, LLC in the Amount of \$45,627.00.
 - 5. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the TID 8 Capital Projects Funds to Provide \$45,700 of Appropriations for Amendment 13 to Task Order No. 5 to Ruekert & Mielke for the Design of the Corporate Park Project.
 - 6. A Resolution Authorizing Certain Officials to Execute Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement between the City of Franklin and WilCraft Can Properties, LLC, for Substantial Completion of Environmental Studies and Remediation at 9775 S. 60th Street.
 - 7. A Resolution Authorizing Certain Officials to Execute an Agreement with Sign Effectz, Inc. for the Fabrication and Installation of a City Welcome Sign at the Northwest Corner of West Drexel Avenue and South 27th Street.

Common Council Meeting Agenda

October 6, 2026

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8. A Resolution to Approve and Accept an Easement Agreement for a Welcome to Franklin Sign Monument with Costco Wholesale Corporation for the Property Located at the Northwest Corner of West Drexel Avenue and South 27th Street.
9. A Resolution Authorizing the City of Franklin Fire Department to Execute an Agreement with Brycer, L.P. and Brycer Advisory Group, L.P. for a Web-Based Fire Safety Inspection Record Management System.
10. Fire Chief to Provide an Update on 2026 EMS/Ambulance Transport Revenue.
11. Request Council Approval to Purchase Two Stryker Xpedition Powered Stair Chairs for the Fire Department using Funding from EMS Supply Budget and Act 102 Grant Funding.
12. Request Common Council Approval to Allow the Fire Department to Dispose of Two Decommissioned Surplus Trailers.
13. An Ordinance to Amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the Capital Outlay Fund to Provide \$21,425 of Appropriations for Repair Services to the Flooring in City Hall.

H. Licenses and Permits: License Committee Meeting of October 6, 2026.

I. Bills.
Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

October 20	Common Council	6:30 p.m.
October 22	Plan Commission	6:00 p.m.
November 3	General Election	7:00 a.m.-8:00 p.m.
November 4	Common Council	6:30 p.m.
November 5	Plan Commission	6:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
SEPTEMBER 15, 2026
MINUTES

C.

- | | | |
|---|------|---|
| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on September 15, 2026, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Johnson, Alderwoman Eichmann, Alderman Hasan, Alderwoman Kresovic, Alderman Salous, and Alderwoman Kenney. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski, City Attorney Christina Lucchesi and City Clerk Shirley Roberts. |
| CITIZEN COMMENT | B. | Citizen comment period was opened at 6:30 p.m. and was closed at 6:30 p.m. |
| MINUTES
SEPTEMBER 1, 2026 | C. | Alderman Johnson moved to approve the minutes of the Common Council meeting of September 1, 2026, as presented. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| MAYORAL
APPOINTMENT | E. | Alderwoman Kenney moved to confirm the following Mayoral Appointment: Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6-Board of Water Commissioners, 5 year unexpired term expiring 09/30/30. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried. |
| POTHS GENERAL
EASEMENTS | G.1. | Hold over to the October 6, 2026 Common Council meeting. |
| POTHS GENERAL
STORM WATER
FACILITIES
AGREEMENT | G.2. | Hold over to the October 6, 2026 Common Council meeting. |
| LXL PG APARTMENTS
DEVELOPMENT
AGREEMENT | G.3. | Hold over to the October 6, 2026 Common Council meeting. |
| RES. NO. 2026-8527
RUEKERT & MIELKE
AMENDMENT 13 | G.4. | Alderwoman Kresovic moved to adopt Resolution No. 2026-8527, A RESOLUTION TO APPROVE AMENDMENT 13 TO TASK ORDER NO. 5 IN THE AMOUNT OF \$45,700.00 TO RUEKERT & MIELKE, INC. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried. |
| RES. NO. 2026-8528
MIDLAND
COMMERCIAL | G.5. | Alderwoman Eichmann moved to adopt Resolution No. 2026-8528, A RESOLUTION CONDITIONALLY APPROVING A TWO-LOT CERTIFIED SURVEY MAP, A REDIVISION OF A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9716, BEING A |

DEVELOPMENT
SURVEY MAP

PART OF THE SOUTHEAST ¼ AND NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MIDLAND COMMERCIAL DEVELOPMENT CORP., PROPERTY OWNER) (7765 S. LOVERS LANE ROAD). Seconded by Alderwoman Kenney. All voted Aye; motion carried.

RES. NO. 2026-8529
REGIONAL ASSISTANCE
TO FIREFIGHTERS
GRANT

G.6. Alderman Hasan moved to adopt Resolution No. 2026-8529, A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN FIRE DEPARTMENT TO PARTICIPATE IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION FOR REPLACEMENT PERSONAL PROTECTIVE EQUIPMENT. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.

MAYOR'S 2027
RECOMMENDED
BUDGET

G.7. Alderwoman Kresovic moved to receive the Mayor's Recommended 2027 Budget and presentation and forward the Mayor's Recommended 2027 Budget to the Finance Committee for review and recommendation to the Common Council, with the Finance Committee to establish its detailed budget review and department presentation schedule at its September 22, 2026, meeting; and to provide any necessary direction to staff regarding additional materials of information requested as part of the 2027 budget review process. Seconded by Alderwoman Kenney. All voted Aye; motion carried.

CLOSED SESSION
*IRISH COTTAGE OF
FRANKLIN LLC VS. CITY
OF FRANKLIN*

G.8. Alderwoman Eichmann moved to enter closed session at 7:11 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 Kenney. On roll call, all voted Aye. Motion Carried.

Mayor Nelson called a recess at 7:12 p.m.
Mayor Nelson reconvened at 7:20 p.m.

Upon reentering open session at 7:50 p.m., Alderwoman Kenney moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Kenney moved to approve the following licenses of the License Committee Meeting of September 15, 2026.

Grant Extraordinary Entertainment & Special Event License to 4th Annual CESC 2026 Youth Soccer Festival/Tournament, Person in

Charge: Matthew Saric, Location: Croation Park – 9100 S 76th St, Date of Event: Friday, September 25, 2026, Saturday, September 26, 2026 and Sunday, September 27, 2026;

Grant Extraordinary Entertainment & Special Event License to Buffalo Bill's Haunted Trail, Person in Charge: Christopher Hinkel, Location: 9612 W Oakwood Road, Franklin WI, Date of Event: Friday's and Saturday's – October 2, 2026 through October 31, 2026;

Grant Extraordinary Entertainment & Special Event License to Buffalo Bill's Pumpkin Farm, Person in Charge: Christopher Hinkel, Location: 9612 W Oakwood Road, Franklin WI, Date of Event: Friday's, Saturday's and Sunday's, September 25, 2026-November 1, 2026;

Grant New 2026-2027 Operator License to: Suzanne Serra, Daniela Silva, Brianna Spease;

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

VOUCHERS AND
PAYROLL

- I. Alderwoman Kenney moved to approve City vouchers with an ending date of September 10, 2026 in the amount of \$1,145,044.67, and payroll dated September 4, 2026 in the amount of \$477,200.65 and payments of the various payroll deductions in the amount of \$271,321.93 plus City matching payments, and estimated payroll dated September 18, 2026 in the amount of \$526,000 and payments of the various payroll deductions in the amount of \$590,000, plus City matching payments, and Estimated payroll dated October 2, 2026 in the amount of \$488,000 and payments of the various payroll deductions in the amount of \$277,000, plus City matching payments. Seconded by Alderman Johnson. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Kenney moved to adjourn the meeting of the Common Council at 7:52 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 10-06-26
ORGANIZATIONAL BUSINESS	Mayoral Board and Commission Appointment	ITEM NUMBER E.

David Ahles, 4277 W. College Ave., Ald. Dist. 3-Board of Water Commissioners, 5 year unexpired term expiring 09/30/31.

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral Appointment: David Ahles, 4277 W. College Ave., Ald. Dist. 3-Board of Water Commissioners, 5 year unexpired term expiring 09/30/31.

ROLL CALL VOTE

CLERKDEPT

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Monday, September 14, 2026 5:31 PM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: David Ahles
PhoneNumber:
EmailAddress: davidahles@gmail.com
YearsasResident: 50
Alderman:
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners: on
CompanyNameJob1: Pepsico
CompanyAddressJob1: Beloit Wi
TelephoneJob1:
StartDateandPositionJob1: 2001- Sales/Traffic
EndDateandPositionJob1: Present
CompanyNameJob2: Temple Beth El
AddressJob2: Rockford IL

TelephoneJob2:
StartDateandPositionJob2: 2019-
EndDateandPositionJob2: 3 year term
CompanyNameJob3: Park Meadows Homes
AddressJob3: Franklin Wi
TelephoneJob3: 414-421-0061
StartDateandPositionJob3: 2026
EndDateandPositionJob3: Present
Signature: David J Ahles
Date: 09/14/26
Signature2: David J Ahles
Date2: 09/14/2026
Address: 4277 W College ave
PriorityListing:

WhyInterested:

I would like to join the Water Commission because I want to be actively engaged in the decisions that shape our community's future. Water touches nearly every part of daily life here, and I believe residents deserve a voice in how it's managed — not just today, but for the long term. I'm especially motivated by the need for responsible stewardship of both our natural and financial resources: prioritizing conservation now to reduce strain during droughts, investing in flood mitigation before it becomes a crisis rather than after, and planning ahead so future usage costs don't fall unfairly on residents down the road. I want to help guide our community toward practices that are sustainable, fiscally sound, and forward-looking, so we're prepared for the challenges ahead rather than reacting to them.

DescriptionofDutiesJob1:
DescriptionofDutiesJob2:
DescriptionofDutiesJob3:

Product Sales and distribution and quality control
 Budget / Property Management
 Member At Large. Budget/Operations Management

AdditionalExperience:

I bring a collaborative, level-headed approach to working with others, and I thrive in group settings where different perspectives need to come together toward a shared solution. I listen closely, ask clarifying questions, and try to make sure every voice at the table is heard before a decision is made. When challenges arise — whether it's a disagreement over priorities or a complex issue with no obvious answer — I focus on breaking the problem into manageable pieces, weighing trade-offs honestly, and building consensus rather than pushing a single point of view. I'm energized by this kind of work: staying socially engaged, building relationships with fellow board members and the community, and finding

practical, well-reasoned solutions that hold up under scrutiny and serve the community well.

[See Current Results](#)

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/6/2026
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement with LXL PG Apartments LLC for Poths General Development, Located at 7154 South 76th Street.	ITEM NO. G.I. Ald. Dist.# 5

BACKGROUND

Pursuant to the approval of the Poths General Development, it is necessary to enter into a development agreement (DA). The developer is LXL PG Apartments LLC.

The site plan was approved by staff on July 15, 2026.

ANALYSIS

This agreement provides for the necessary public improvements required for the Poths General Development. Included in the agreement is the extension of public sanitary sewer and water main throughout the site.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the DA with specific items contained in Exhibit "E" attached.

Insurance certificates were requested and will be reviewed for conformance with current City requirements.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2026-_____ a Resolution authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with LXL PG Apartments, LLC – Poths General located at 7154 South 76th Street Franklin, Wisconsin, upon signature to Exhibit D by City Engineer, and any technical corrections to be approved by the City Engineer, Director of Administration, Director of Finance, Director of Economic Development, and City Attorney.

Engineering: KAW

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS
WITH LXL PG APARTMENTS, LLC – POTHUS GENERAL LOCATED AT 7154 SOUTH
76TH STREET FRANKLIN, WI.

WHEREAS, the Developer, LXL PG Apartments LLC is ready to proceed with the development at future site upon South 76th Street and West Rawson Avenue and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

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

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

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

WHEREAS, the development agreement is subject to potential changes in Exhibit D and other to be approved by the City Engineer, Director of Administration, Director of Finance, Director of Economic Development Director, and City Attorney.

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

POTHS GENERAL

September 2026

**DEVELOPMENT AGREEMENT
FOR
POTHS GENERAL**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2026, by and between LXL PG Apartments LLC, a Delaware LLC, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City" with regard to Poths General (the "Project")

WITNESSETH:

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

WHEREAS, the Developer having applied to the City for a Site Plan, PDD, and CSM for a mixed use residential development, and the approvals thereof by the City of Franklin providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system, sanitary sewer system, sidewalks, 76th Street driveway approach, Rawson Avenue driveway approach and storm water management facilities; and

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

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

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

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

take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) Two Million Fifty Five Thousand Four Hundred Three and 35/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$2,055,403.35, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from

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

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

7. The following special provisions shall apply:
- (a) Those special provisions as itemized on attached **Exhibit "C"** and attached **Exhibit "E"** are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
 - (c) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until the Developer or its general contractor has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

A. General/Commercial Liability (requirement of Developer)	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability (requirement of Developer)	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability (requirement of general contractor, not Developer)	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability (requirement of Developer)	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability (requirement of Developer)	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions) (requirement of the general contractor, not Developer)	\$2,000,000 single limit

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

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by the City Engineer.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this

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

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

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

SEALED IN PRESENCE OF:

LXL PG Apartments LLC

By: LXL PG Apartments Sponsor LLC, its Manager

By: _____

Name: Ian B. Martin

Title: Manager

Party of the First Part

STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

Personally came before me this _____ (day) of _____, 20_____, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

or

This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

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

CITY OF FRANKLIN

By: _____

Name: John R. Nelson

Title: Mayor

COUNTERSIGNED:

By: _____

Name: Shirley J. Roberts

Title: City Clerk
Party of the Second Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

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

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

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

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
POTHS GENERAL**

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

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
POTHS GENERAL

LEGAL DESCRIPTION OF DEVELOPMENT

Lot 2 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
POTHS GENERAL

GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS

Description of improvements required to be installed to develop the Poths General Development.

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

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

- 1. Grading and erosion control within the Development in conformance with the approved grading and erosion control plans. *S
- 2. Installation of concrete sidewalk to the approved grade and in accordance with present City specifications. *S
- 3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
- 4. Concrete walks in dedicated pedestrian ways and easements in the Development as approved by the City. *S

5. Sanitary sewer main and appurtenances in the streets and/or easement in the Development, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area. *S
6. Water main and fittings on the site and/or easements in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. *S
7. Laterals and appurtenances from sanitary sewer main to the site and/or buildings in accordance with the plans approved by the City Engineer. *S
8. Water system and sanitary sewer system as approved by the City Engineer. *S
9. Laterals and appurtenances from water main to the site and/or buildings in accordance with the plans approved by the City Engineer. *S
10. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
12. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
13. Engineering, planning and administration services as approved. *S
14. Storm water management facilities as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the approved storm water management plan and/or approved system plan. *S
15. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
17. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
POTHS GENERAL

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved CSM.

III. WATER SYSTEM

- A. Availability
 - 1. The Developer shall provide for the extension of the water system to the public right-of-way abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B. Construction
 - 1. All construction shall be in accordance with the specifications of the City.
 - 2. Inspection of the work shall be at the Developer's expense.

3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

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

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer.

The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Endwalls

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

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The structural design of any retaining wall of three feet in height or more, shall be done by a licensed professional engineer registered in the State of Wisconsin.

D. Responsibility of Discharged Water

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

VI. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or open channel, unless otherwise agreed upon by the Developer and the City.

- b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Project for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
- a) The pedestrian walks shall be concrete or asphalt as required by city Engineer and shall be ten (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
- a) A functional and operational sanitary, storm sewer and water main have been installed, tested and approved.
 - b) Storm water management facilities have been rough graded certified and approved by the City Engineer.
 - d) The CSM has been recorded.
 - e) All Development monuments have been set.

B. Occupancy Permits

1. No occupancy permits shall be issued until:
- b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The full water system is installed, tested and approved.
 - d) The site is stabilized and all storm water management facilities have been re-certified and approved by the City Engineer.
 - e) The full sanitary main has been installed, tested and approved.

C. Soil Disturbance Permit

1. Soil disturbance permits may be issued upon:
 - a) City review and approval
 - b) Wisconsin Department of Natural Resources approval of the WRAPP
 - c) MMSD stormwater system approval

VIII. DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

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

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

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
POTHS GENERAL

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading of Stormwater Ponds (including Erosion Control)	\$168,414.00
Sanitary System	\$320,975.75
Water System	\$309,977.86
Storm Sewer System	N/A
Concrete & Asphalt Paving (including sidewalk, curb and street)	\$92,400.00
Street Trees (x \$400/lot)	N/A
Street Lights () @ approximately \$5,000/ea.	N/A
Street Signs & Traffic Improvements (including signal)	\$608,550.00
Underground Electric, Gas and Telephone	N/A
Retention Basin	N/A
Construction Inspection	\$150,000.00
SUBTOTAL	\$1,500,317.60
Engineering/Consulting Services	\$150,000.00
Municipal Services (7% of Subtotal)	\$105,022.23
Contingency Fund (20% of Subtotal)	\$300,063.52
TOTAL:	\$2,055,403.35

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

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
POTHS GENERAL

ADDITIONAL DEVELOPMENT REQUIREMENTS
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1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer agrees to pay the City for street trees planted by the City on _____ at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Developer, the Developer's sub-contractors, or the lot owners.
4. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
5. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
6. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

7. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange construction fence and silt fence around the environmental natural resource features prior to land disturbing.
8. The Developer shall install an 8-inch diameter water main as approved by the City Engineer shown in utility construction documents prepared by Sigma Group and dated July 2, 2026.
9. Prior to commencing any land disturbance, the Developer shall employ a forestry expert approved by the City Forester to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the City Forester, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
10. The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer.
12. The Developer is responsible for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to final approvals by the City Engineer.
13. Construction Requirements:
 - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from 76TH Street and Rawson Avenue.
14. The Developer shall provide for the connection to the existing 76th Street and Rawson Avenue and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
POTHS GENERAL

CONSTRUCTION SPECIFICATIONS

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

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/6/2026
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Storm Water Facilities Maintenance Agreement and Storm Water Access Easement with Initech, LLC at Poths General Development at 7154 South 76th Street Franklin, WI.	ITEM NO. G.2. ALD DIST. # 5

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 Poths General at 7154 S. 76th St.

ANALYSIS

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

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

OPTIONS

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

FISCAL IMPACT

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

RECOMMENDATION

Motion to Adopt Resolution 2026-_____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreement and Storm Water Access Easement from Initech, LLC Poths General contingent upon all changes and all necessary signatures to be approved by the City Engineer and City Attorney.

Engineering Department: KAW

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
INITECH, LLC AT POTH'S GENERAL DEVELOPMENT LOCATED AT 7154 SOUTH 76TH
STREET FRANKLIN, WI.

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

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

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

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

WHEREAS, the approval is contingent upon potential changes to be approved by the City Engineer and City Attorney and all necessary signatures.

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

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

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

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

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

STORM WATER FACILITIES
MAINTENANCE AGREEMENT

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Initech, LLC
Attn: Land By Label LLC
638 Milwaukee St.
Delafield, WI 53018

Parts of 756-9993-021; 756-
9993-016; 756-9993-012
Parcel Identification Numbers

STORM WATER FACILITIES MAINTENANCE AGREEMENT

Poths General
Part of 7154 S 76th Street, Franklin, WI 53132
Part of 756-9993-012; 756-9993-016; 756-9993-021

This AGREEMENT, made and entered into this _____ day of _____, 2026, by and between Initech, LLC, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

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

Lot 1, 2, 3 and 4 of Certified Survey Map No. 9770 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on September 2, 2026, as Document No. 11632754, being a redivision of Lot 2 of Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401 and additional lands, all being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, P.D.D., CSM) known as Poths General 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 July 2, 2026 and erosion control plan dated July 2, 2026, 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:

INITECH, LLC, Owner

By: _____
Name: Ian B. Martin, Authorized Signatory

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

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

CITY OF FRANKLIN

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

COUNTERSIGNED:

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

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

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

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

This instrument was drafted by the City Engineer for the City of Franklin.
Form approved: _____

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

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

Name of Development _____

Responsible Party Name _____ Address _____

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

Inspector Name _____ Address _____

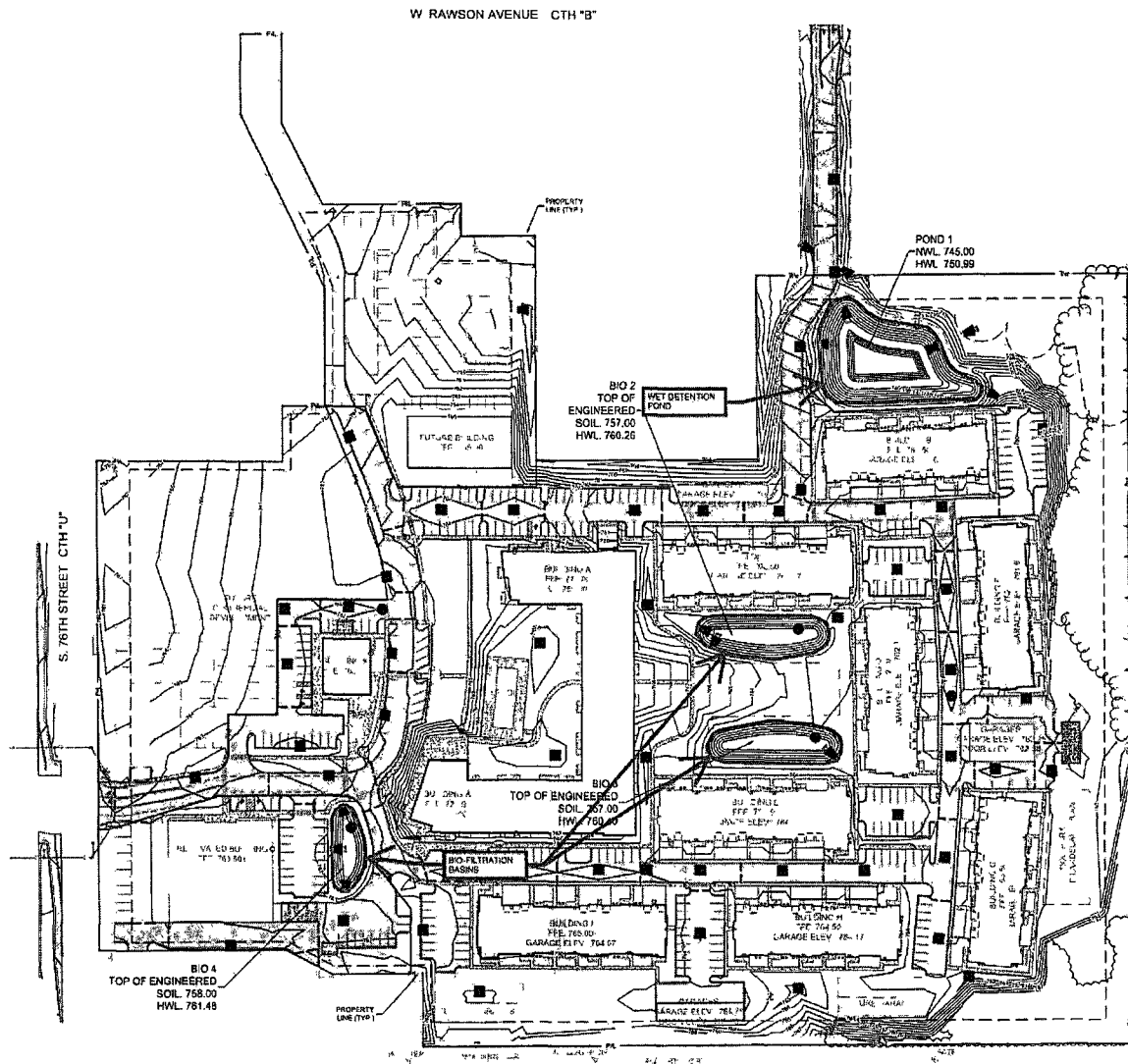
Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool ☐ Yes ☐ No

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

EXHIBIT "B"
DEPICTION OF THE FACILITIES



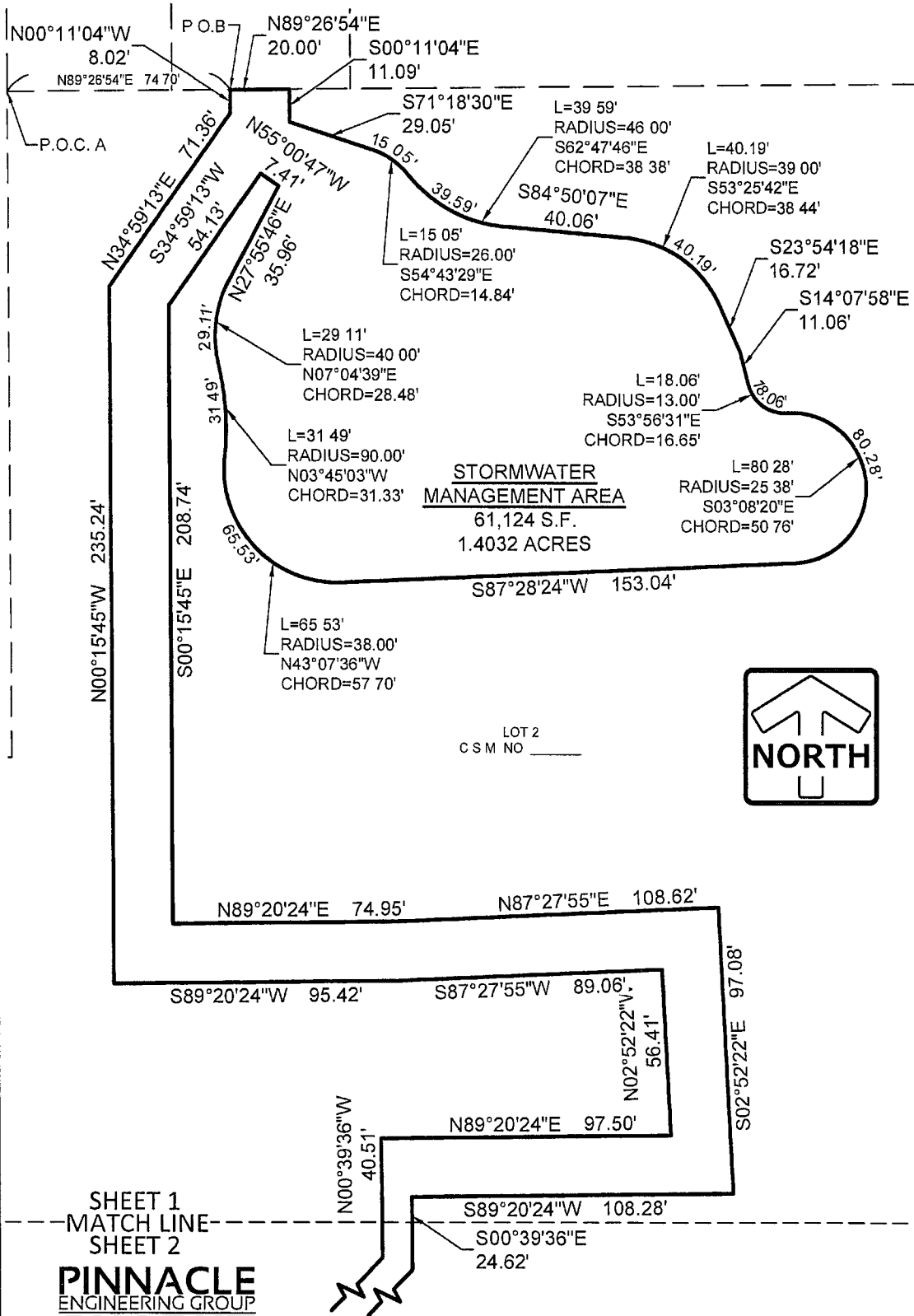
EXHIBIT

CLIENT:

Land by Label Development Co.

SITE ADDRESS:

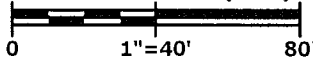
7154 S 76th St, Franklin, Milwaukee County, Wisconsin



SHEET 1
MATCH LINE
SHEET 2

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

GRAPHICAL SCALE (FEET)



SHEET 1 OF 4
DRAFTED BY LPM
DATE MARCH 12, 2026
JOB NO 4192 30

K:\SURVEY DATA\4192\4192 30\SURVEY\CAD\4192.30 STORMWATER EASEMENT DWG

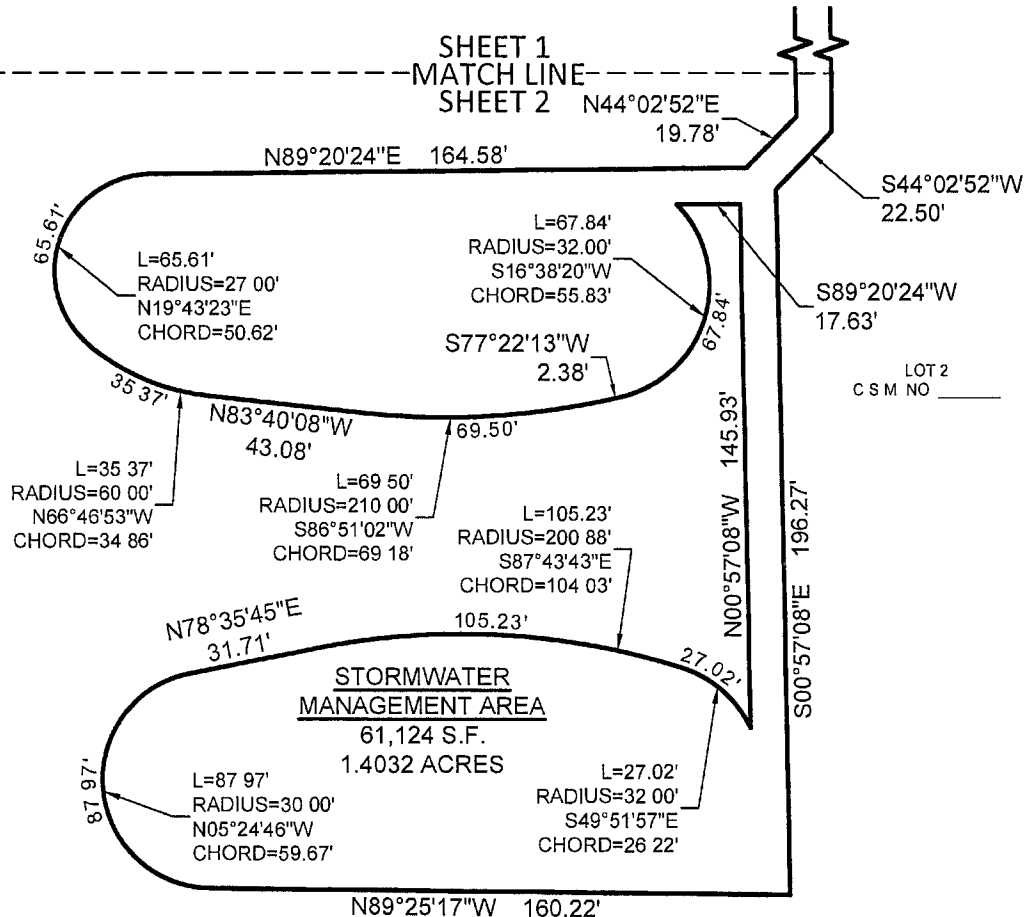
EXHIBIT

CLIENT:

Land by Label Development Co.

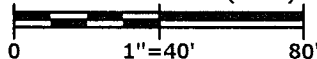
SITE ADDRESS:

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



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

GRAPHICAL SCALE (FEET)



SHEET 2 OF 4
DRAFTED BY LPM
DATE MARCH 12, 2026
JOB NO 4192 30

EXHIBIT

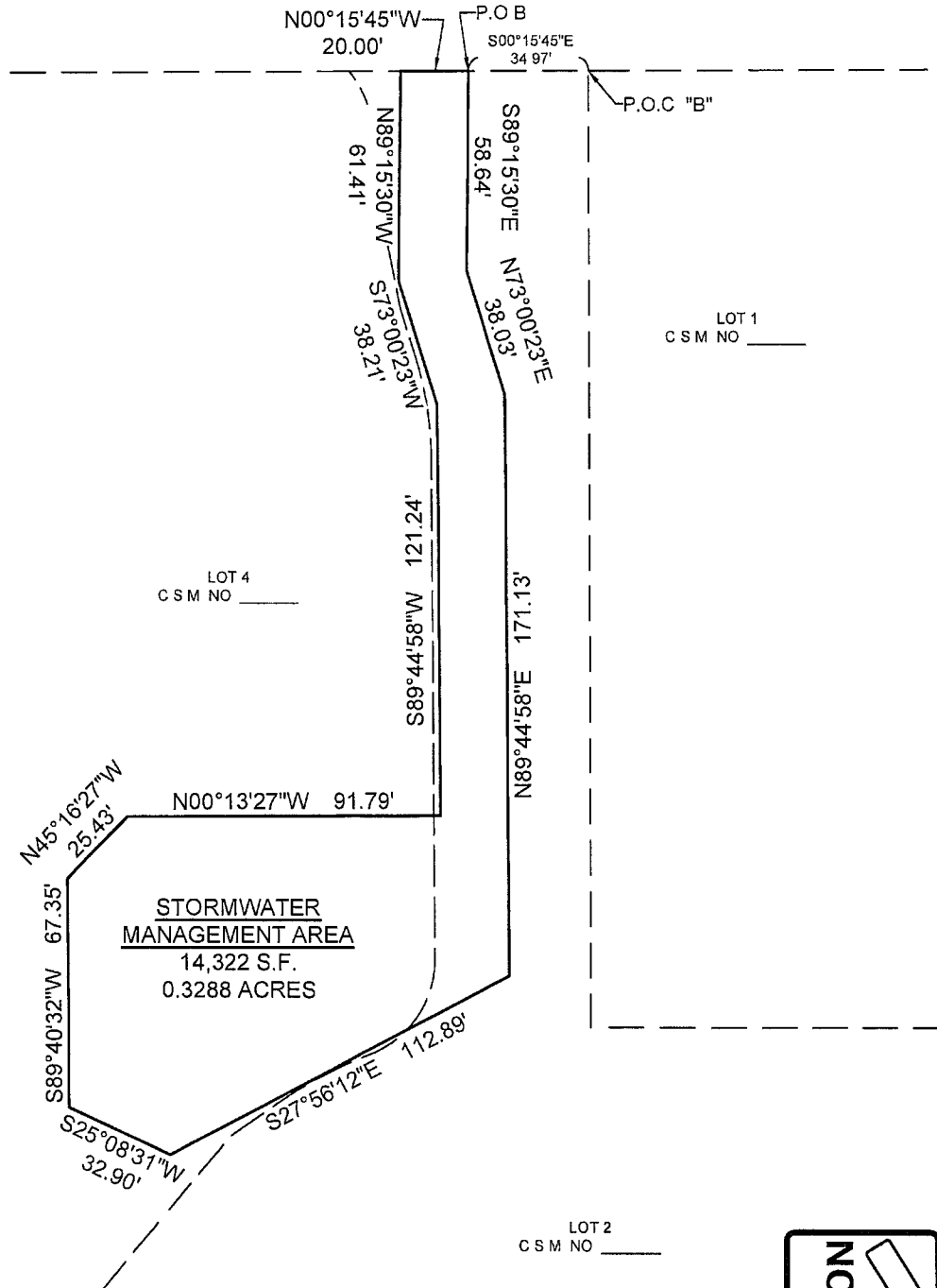
CLIENT:

Land by Label Development Co

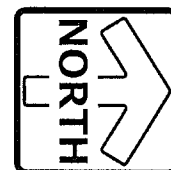
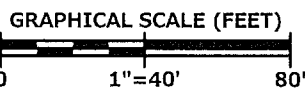
SITE ADDRESS:

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

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



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



SHEET 3 OF 4
DRAFTED BY LPM
DATE June 2, 2026
JOB NO 4192 30

EXHIBIT "C"
LEGAL DESCRIPTION OF AREA

L:\ENGDOCS\Design Standards (7-2017)\Design Standards July 2017\Design Standards finalized for July 2017\2019 Design Standards
Appendix Q Storm Water Facilities Maintenance Agreement #15.doc

EXHIBIT

CLIENT:

Land by Label Development Co.

SITE ADDRESS:

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

LEGAL DESCRIPTION:

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

Commencing at the northwest corner of Lot 2 of Certified Survey Map No. _____, said point also known as POC "A"; thence North 89°26'54" East along the north line of said Lot 2, 74.70 feet to the Point of Beginning of lands hereinafter described; thence continuing North 89°26'54" East along said north line, 20.00 feet; thence South 00°11'04" East, 11.09 feet; thence South 71°18'30" East, 29.05 feet to a point of curvature; thence southeasterly 15.05 feet along the arc of said curve to the right, whose radius is 26.00 feet and whose chord bears South 54°43'29" East, 14.84 feet to a point of reverse curvature; thence southeasterly 39.59 feet along the arc of said curve to the left, whose radius is 46.00 feet and whose chord bears South 62°47'46" East, 38.38 feet; thence South 84°50'07" East, 40.06 feet to a point on a curve; thence southeasterly 40.19 feet along the arc of said curve to the right, whose radius is 39.00 feet and whose chord bears South 53°25'42" East, 38.44 feet; thence South 23°54'18" East, 16.72 feet; thence South 14°07'58" East, 11.06 feet to a point of curvature; thence southeasterly 18.06 feet along the arc of said curve to the left, whose radius is 13.00 feet and whose chord bears South 53°56'31" East 16.65 feet to a point of reverse curvature; thence southeasterly 80.28 feet along the arc of said curve to the right, whose radius is 25.38 feet and whose chord bears South 03°08'20" East 50.76 feet; thence South 87°28'24" West, 153.04 feet to a point of curvature; thence northwesterly 65.53 feet along the arc of said curve to the right, whose radius is 38.00 feet and whose chord bears North 43°07'36" West, 57.70 feet to a point of reverse curvature; thence northwesterly 31.49 feet along the arc of said curve to the left, whose radius is 90.00 feet and whose chord bears North 03°45'03" West, 31.33 feet to a point of reverse curvature; thence northeasterly 29.11 feet along the arc of said curve to the right, whose radius is 40.00 feet and whose chord bears North 07°04'39" East, 28.48 feet; thence North 27°55'46" East, 35.96 feet; thence North 55°00'47" West, 7.41 feet; thence South 34°59'13" West, 54.13 feet; thence South 00°15'45" East, 208.74 feet; thence North 89°20'24" East, 74.95 feet; thence North 87°27'55" East, 108.62 feet; thence South 02°52'22" East, 97.08 feet; thence South 89°20'24" West, 108.28 feet; thence South 00°39'36" East, 24.62 feet; thence South 44°02'52" West, 22.50 feet; thence South 00°57'08" East, 196.27 feet; thence North 89°25'17" West, 160.22 feet to a point of curvature; thence northwesterly 87.97 feet along the arc of said curve to the right, whose radius is 30.00 feet and whose chord bears North 05°24'46" West, 59.67 feet; thence North 78°35'45" East, 31.71 feet to a point on a curve; thence southeasterly 105.23 feet along the arc of said curve to the right, whose radius is 200.88 feet and whose chord bears South 87°43'43" East, 104.03 feet to a point of compound curvature; thence southeasterly 27.02 feet along the arc of said curve to the right, whose radius is 32.00 feet and whose chord bears South 49°51'57" East, 26.22 feet; thence North 00°57'08" West, 145.93 feet; thence South 89°20'24" West, 17.63 feet to a point on a curve; thence southwesterly 67.84 feet along the arc of said curve to the right; whose radius is 32.00 feet and whose chord bears South 16°38'20" West, 55.83 feet; thence South 77°22'13" West, 2.38 feet to a point of curvature; thence southwesterly 69.50 feet along the arc of said curve to the right, whose radius is 210.00 feet and whose chord bears South 86°51'02" West, 69.18 feet; thence North 83°40'08" West, 43.08 feet to a point of curvature; thence northwesterly 35.37 feet along the arc of said curve to the right, whose radius is 60.00 feet and whose chord bears North 66°46'53" West, 34.86 feet to a point of compound curvature; thence northeasterly 65.61 feet along the arc of said curve to the right, whose radius is 27.00 feet and whose chord bears North 19°43'23" East, 50.62 feet; thence North 89°20'24" East, 164.58 feet; thence North 44°02'52" East, 19.78 feet; thence North 00°39'36" West, 40.51 feet; thence North 89°20'24" East, 97.50 feet; thence North 02°52'22" West, 56.41 feet; thence South 87°27'55" West 89.06 feet; thence South 89°20'24" West, 95.42 feet; thence North 00°15'45" West, 235.24 feet; thence North 34°59'13" East, 71.36 feet; thence North 00°11'04" West, 8.02 feet to the Point of Beginning.

AREA: 61,124 square feet or 1.4032 acres

ALSO

Together with and including lands for a Stormwater Management Easement hereinafter described;

Commencing at the southwest corner of Lot 1 of Certified Survey Map No. _____, said point also known as POC "B"; thence South 00°15'45" East along the east line of South 76th Street (C.T.H. U), 34.97 feet to the Point of Beginning of lands hereinafter described; thence South 89°15'30" East, 58.64 feet; thence North 73°00'23" East, 38.03 feet; thence North 89°44'58" East, 171.13 feet; thence South 27°56'12" East, 112.89 feet; thence South 25°08'31" West, 32.90 feet; thence South 89°40'32" West, 67.35 feet; thence North 45°16'27" West, 25.43 feet; thence North 00°13'27" West, 91.79 feet; thence South 89°44'58" West, 121.24 feet; thence South 73°00'23" West, 38.21 feet; thence North 89°15'30" West, 61.41 feet; thence North 00°15'45" West, 20.00 feet to the Point of Beginning.

AREA: 14,322 square feet or 0.3288 acres

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

K:\SURVEY DATA\1024102 30\SURVEY\CAD\192 30 STORMWATER EASEMENT DWG

SHEET 4 OF 4
DRAFTED BY LPM
DATE MARCH 12, 2026
JOB NO 4192 30

DOCUMENT NO.	STORM WATER MANAGEMENT ACCESS EASEMENT AGREEMENT
THIS SPACE RESERVED FOR RECORDING DATA	
NAME AND RETURN ADDRESS	
Initech, LLC Attn: Land By Label LLC 638 Milwaukee St. Delafield, WI 53018	

Parts of 756-9993-021; 756-
9993-016; 756-9993-012
Parcel Identification Numbers

STORM WATER MANAGEMENT ACCESS EASEMENT

Poths General

Part of 7154 S 76th Street, Franklin, WI 53132

Part of Tax Key 756-9993-012; 756-9993-016; 756-9993-021

THIS EASEMENT is made this _____ day of _____, 2026 by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and Initech, a Wisconsin LLC, as owner (including successors and assigns 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 basins as shown and described on the plan attached hereto as Exhibit "B" (the "Easement Area"); 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 Northwest ¼ of Section ten (10), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "B".

1. That said Facilities shall be maintained and kept in good order and condition by the Grantor, at the sole cost and expense of the Grantor. The City, at its sole discretion, may assume the rights of the Grantor 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 Grantor, 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 Grantor 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, concrete curbs, 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 Grantor at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
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: _____, 2026

INITECH, LLC, A Wisconsin limited liability company
Company Name

By: _____ (Seal)

Name & Title: Ian B. Martin, Authorized Signatory

STATE OF WISCONSIN

ss

COUNTY OF MILWAUKEE

Before me personally appeared on the _____ day of _____, A.D. 2026.

Ian B. Martin, Authorized Signatory

President or Name printed

Secretary or Name printed

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

Notary Public

()

My commission expires _____

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

(Description of the Property)

Lot 2

Lot 2 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

And

Lot 4

Lot 4 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Exhibit B

(Depiction and Description of the Easement Area)

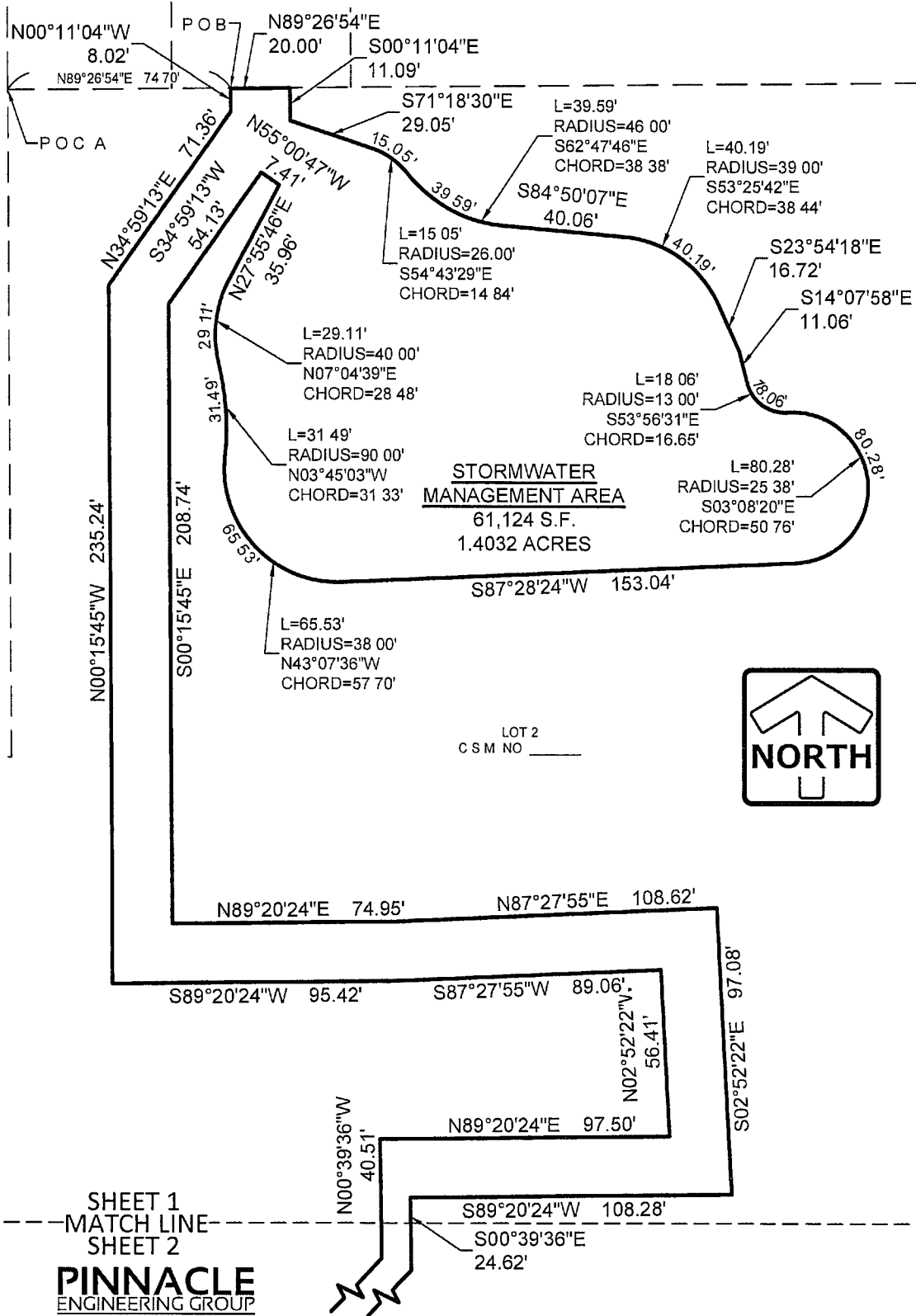
EXHIBIT

CLIENT:

Land by Label Development Co.

SITE ADDRESS:

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



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

SHEET 1 OF 4
DRAFTED BY LPM
DATE MARCH 12, 2026
JOB NO. 4192.30

K:\SURVEY DATA\4192.30\SURVEY\CAD\4192.30 STORMWATER EASEMENT DWG

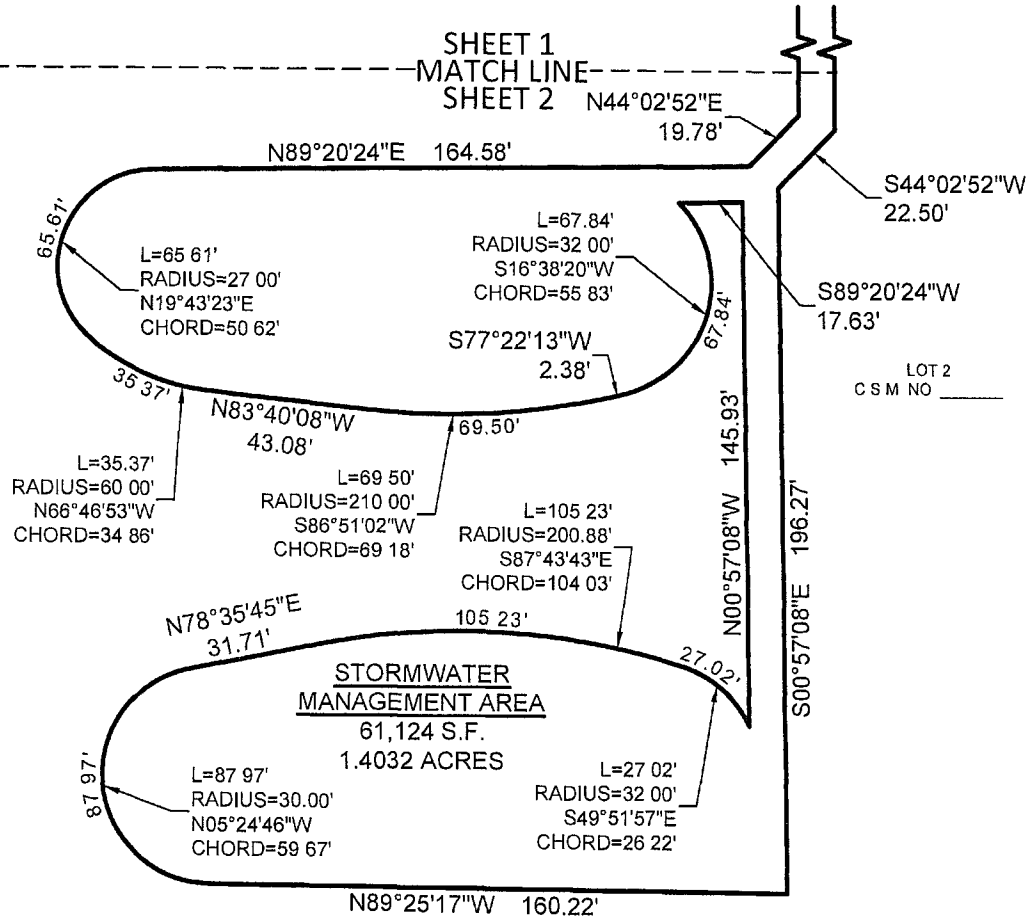
EXHIBIT

CLIENT:

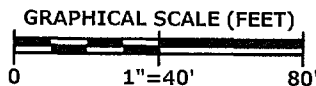
Land by Label Development Co

SITE ADDRESS:

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



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



SHEET 2 OF 4
DRAFTED BY LPM
DATE MARCH 12, 2026
JOB NO 4192 30

EXHIBIT

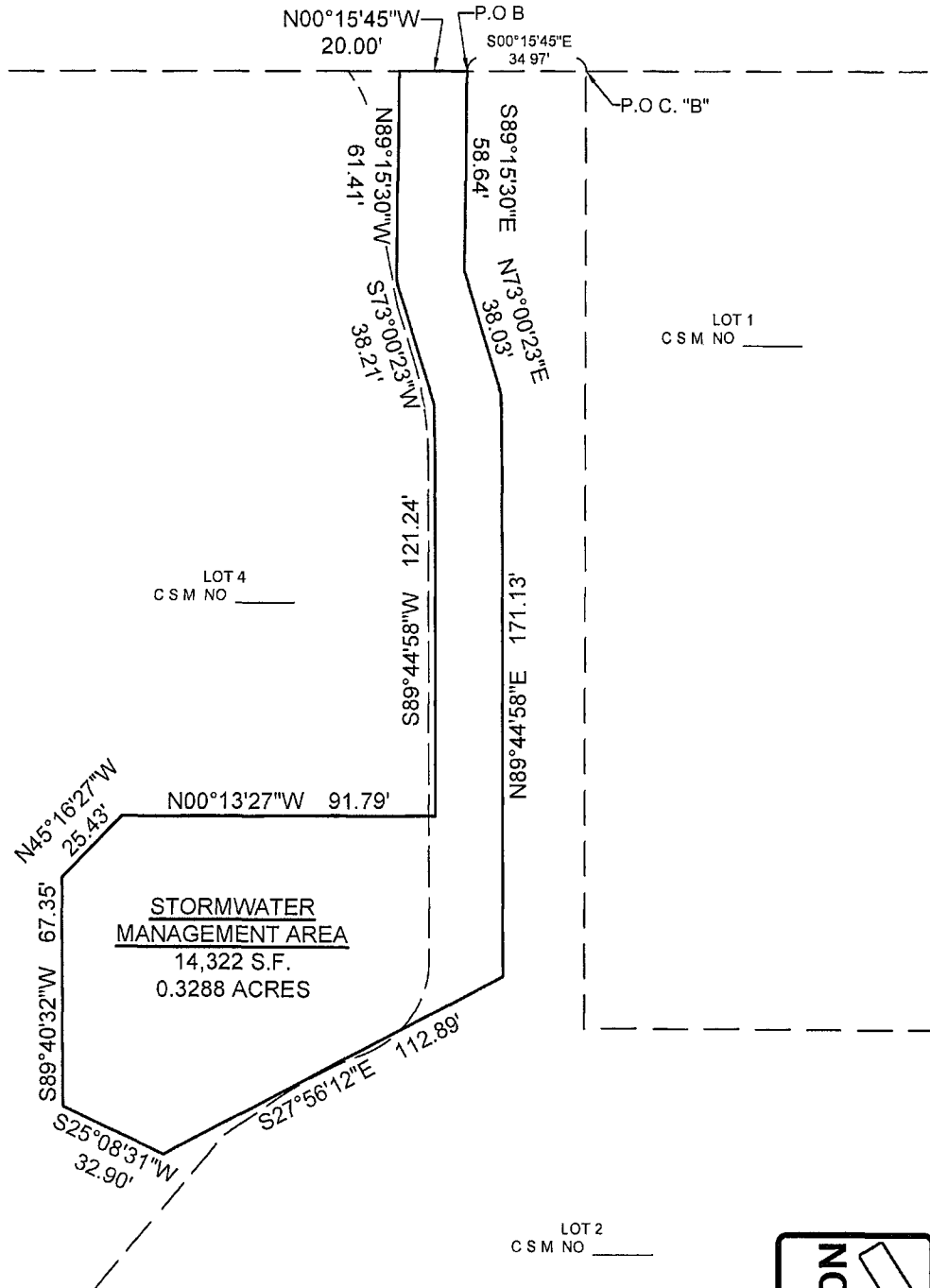
CLIENT

Land by Label Development Co

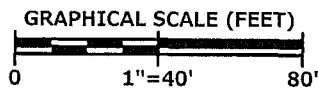
SITE ADDRESS

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

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



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



SHEET 3 OF 4
DRAFTED BY: LPM
DATE June 2, 2026
JOB NO 4192 30

EXHIBIT

CLIENT:

Land by Label Development Co.

SITE ADDRESS:

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

LEGAL DESCRIPTION:

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

Commencing at the northwest corner of Lot 2 of Certified Survey Map No. _____, said point also known as POC "A"; thence North 89°26'54" East along the north line of said Lot 2, 74.70 feet to the Point of Beginning of lands hereinafter described; thence continuing North 89°26'54" East along said north line, 20.00 feet; thence South 00°11'04" East, 11.09 feet; thence South 71°18'30" East, 29.05 feet to a point of curvature; thence southeasterly 15.05 feet along the arc of said curve to the right, whose radius is 26.00 feet and whose chord bears South 54°43'29" East, 14.84 feet to a point of reverse curvature; thence southeasterly 39.59 feet along the arc of said curve to the left, whose radius is 46.00 feet and whose chord bears South 62°47'46" East, 38.38 feet; thence South 84°50'07" East, 40.06 feet to a point on a curve; thence southeasterly 40.19 feet along the arc of said curve to the right, whose radius is 39.00 feet and whose chord bears South 53°25'42" East, 38.44 feet; thence South 23°54'18" East, 16.72 feet; thence South 14°07'58" East, 11.06 feet to a point of curvature; thence southeasterly 18.06 feet along the arc of said curve to the left, whose radius is 13.00 feet and whose chord bears South 53°56'31" East 16.65 feet to a point of reverse curvature; thence southeasterly 80.28 feet along the arc of said curve to the right, whose radius is 25.38 feet and whose chord bears South 03°08'20" East 50.76 feet; thence South 87°28'24" West, 153.04 feet to a point of curvature; thence northwesterly 65.53 feet along the arc of said curve to the right, whose radius is 38.00 feet and whose chord bears North 43°07'36" West, 57.70 feet to a point of reverse curvature; thence northwesterly 31.49 feet along the arc of said curve to the left, whose radius is 90.00 feet and whose chord bears North 03°45'03" West, 31.33 feet to a point of reverse curvature; thence northeasterly 29.11 feet along the arc of said curve to the right, whose radius is 40.00 feet and whose chord bears North 07°04'39" East, 28.48 feet; thence North 27°55'46" East, 35.96 feet; thence North 55°00'47" West, 7.41 feet; thence South 34°59'13" West, 54.13 feet; thence South 00°15'45" East, 208.74 feet; thence North 89°20'24" East, 74.95 feet; thence North 87°27'55" East, 108.62 feet; thence South 02°52'22" East, 97.08 feet; thence South 89°20'24" West, 108.28 feet; thence South 00°39'36" East, 24.62 feet; thence South 44°02'52" West, 22.50 feet; thence South 00°57'08" East, 196.27 feet; thence North 89°25'17" West, 160.22 feet to a point of curvature; thence northwesterly 87.97 feet along the arc of said curve to the right, whose radius is 30.00 feet and whose chord bears North 05°24'46" West, 59.67 feet; thence North 78°35'45" East, 31.71 feet to a point on a curve; thence southeasterly 105.23 feet along the arc of said curve to the right, whose radius is 200.88 feet and whose chord bears South 87°43'43" East, 104.03 feet to a point of compound curvature; thence southeasterly 27.02 feet along the arc of said curve to the right, whose radius is 32.00 feet and whose chord bears South 49°51'57" East, 26.22 feet; thence North 00°57'08" West, 145.93 feet; thence South 89°20'24" West, 17.63 feet to a point on a curve; thence southwesterly 67.84 feet along the arc of said curve to the right; whose radius is 32.00 feet and whose chord bears South 16°38'20" West, 55.83 feet; thence South 77°22'13" West, 2.38 feet to a point of curvature; thence southwesterly 69.50 feet along the arc of said curve to the right, whose radius is 210.00 feet and whose chord bears South 86°51'02" West, 69.18 feet; thence North 83°40'08" West, 43.08 feet to a point of curvature; thence northwesterly 35.37 feet along the arc of said curve to the right, whose radius is 60.00 feet and whose chord bears North 66°46'53" West, 34.86 feet to a point of compound curvature; thence northeasterly 65.61 feet along the arc of said curve to the right, whose radius is 27.00 feet and whose chord bears North 19°43'23" East, 50.62 feet; thence North 89°20'24" East, 164.58 feet; thence North 44°02'52" East, 19.78 feet; thence North 00°39'36" West, 40.51 feet; thence North 89°20'24" East, 97.50 feet; North 02°52'22" West, 56.41 feet; thence South 87°27'55" West 89.06 feet; thence South 89°20'24" West, 95.42 feet; thence North 00°15'45" West, 235.24 feet; thence North 34°59'13" East, 71.36 feet; thence North 00°11'04" West, 8.02 feet to the Point of Beginning.

AREA: 61,124 square feet or 1.4032 acres

ALSO

Together with and including lands for a Stormwater Management Easement hereinafter described;

Commencing at the southwest corner of Lot 1 of Certified Survey Map No. _____, said point also known as POC "B"; thence South 00°15'45" East along the east line of South 76th Street (C.T.H. U), 34.97 feet to the Point of Beginning of lands hereinafter described, thence South 89°15'30" East, 58.64 feet; thence North 73°00'23" East, 38.03 feet; thence North 89°44'58" East, 171.13 feet; thence South 27°56'12" East, 112.89 feet; thence South 25°08'31" West, 32.90 feet; thence South 89°40'32" West, 67.35 feet; thence North 45°16'27" West, 25.43 feet; thence North 00°13'27" West, 91.79 feet; thence South 89°44'58" West, 121.24 feet; thence South 73°00'23" West, 38.21 feet; thence North 89°15'30" West, 61.41 feet; thence North 00°15'45" West, 20.00 feet to the Point of Beginning.

AREA: 14,322 square feet or 0.3288 acres

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

SHEET 4 OF 4
DRAFTED BY LPM
DATE MARCH 12, 2026
JOB NO 4192 30

K:\SURVEY DATA\41924192 30\SURVEY\CAD\4192 30 STORMWATER EASEMENT.DWG

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/6/2026
Reports & Recommendations	A Resolution for Acceptance of a Public Utility Easement, Water Main Easement, and Sanitary Sewer Easement at the future property of the Poths General Development – Initech, LLC located at 7154 South 76th Street	ITEM NO. G. 3. Ald. Dist. # 5

BACKGROUND

Pursuant to the approval of the site plan by staff on July 15th, 2026, at the future site of the Poths General development, an easement is required to construct, maintain, and operate water main and sanitary sewer facilities. It is necessary to install an easement to include the water main and sanitary sewer on the property located at the future site of the development at 7154 S. 76th St.

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

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said public utility easement, water main easement, and sanitary easement, and have it recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

As discussed and approved at the March 19, 2024 Common Council meeting, this easement follows the new water main and sanitary sewer easement templates. The City is responsible for maintenance of pipe, fittings, valves, hydrants, manholes and all other water and sanitary appurtenances and costs will be charged to the property owner. The property owner is responsible for all restorations to the surface.

RECOMMENDATION

Motion to adopt Resolution No. 2026 - _____, a resolution for acceptance of a public utility, water main and sanitary easement at the future site of the Poths General Development at 7154 S. 76th St. contingent upon all potential changes and all necessary signatures to be approved by the City Engineer and City Attorney.

Engineering Department: KAW

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026 -

A RESOLUTION TO ACCEPT A PUBLIC UTILITY, WATER MAIN, AND SANITARY
SEWER EASEMENT
FROM INITECH, LLC AT POTHS GENERAL DEVELOPMENT LOCATED AT 7154
SOUTH 76TH STREET FRANKLIN, WI.

WHEREAS, an easement is required to construct, maintain and operate public sanitary sewer and water main for the development of Poths General; and

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

WHEREAS, the approval is contingent upon any potential changes to be approved by the City Engineer and City Attorney and all necessary signatures.

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

SANITARY SEWER EASEMENT
AGREEMENT

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Initech, LLC
Attn: Land By Label LLC
638 Milwaukee St.
Delafield, WI 53018

Parts of 756-9993-021;
756-9993-016; 756-9993-
012
Parcel Identification
Numbers

SANITARY SEWER EASEMENT

POTHS GENERAL
7154 S 76th Street, Franklin, WI 53132
PART OF 756-9993-021, 756-9993-016 and 756-9993-012

THIS EASEMENT is made this _____ day of _____, 2026 by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Initech, a Wisconsin LLC, as owner (including successors and assigns 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 particularly described on Exhibit "A" which is attached hereto and incorporated herein (the "Property"); and

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northwest ¼ of the Northwest ¼ of Section Ten (10), Township Five (5), North, Range Twenty-one (21) East", in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "C" attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns.).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these

provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways, concrete curb and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

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

ON THIS DATE OF: _____, 2026.

Company Name: INITECH, LLC

By: _____
Ian B. Martin, Authorized Signatory

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

Before me personally appeared on the ____ day of _____, 2026, the above named

Ian B. Martin, Authorized Signatory of Initech, LLC

(Name printed)

(Title)

(Development)

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation

Notary Public: _____
(_____)
My commission expires _____

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

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

Notary Public: _____
(_____)
My commission expires _____

Exhibit A

(Legal Description of the Property)

Lot 1

Lot 1 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

And

Lot 2

Lot 2 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

And

Lot 3

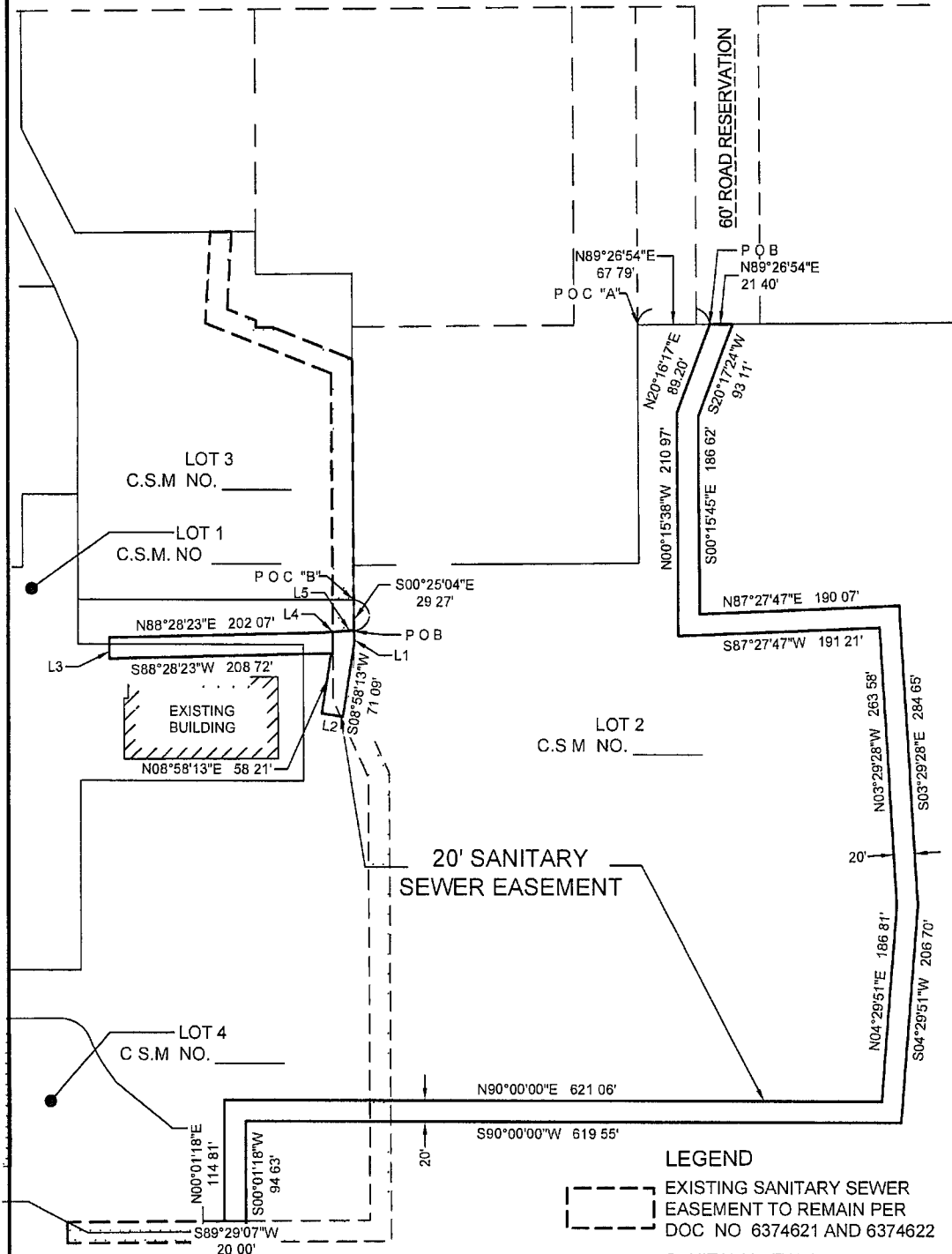
Lot 3 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Exhibit B

(Depiction of the Easement Area)

EXHIBIT ____

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



LEGEND

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

LINE TABLE

LINE NO	BEARING	DISTANCE
L1	S00°44'45"E	11.95'
L2	N81°01'47"W	20.00'
L3	N00°32'40"W	20.00'
L4	N85°13'57"E	20.23'
L5	N89°44'15"E	8.29'

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



GRAPHICAL
SCALE (FEET)
0 1"=120'

Date: July 14, 2026
JOB #4192 30

Exhibit C

(Legal Description of Easement Area)

20' WIDE SANITARY SEWER EASEMENT

A 20' wide Sanitary Sewer Easement being part of Lot 1 and Lot 2 of Certified Survey Map No. 9770, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11632754, located in the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at the northwest corner of Lot 2 of Certified Survey Map No. 9770, said point also known as POC "A"; thence North 89°26'54" East along the north line of said Lot 2, 45.63 feet; thence South 02°32'13" East, 273.80 feet to the Point of Beginning of lands hereinafter described; thence North 87°27'47" East, 190.07 feet; thence South 03°29'28" East, 284.65 feet; thence South 04°29'51" West, 206.70 feet; thence South 90°00'00" West, 619.55 feet; thence South 00°01'18" West, 94.63 feet; thence South 89°29'07" West, 20.00 feet; thence North 00°01'18" East, 114.81 feet; thence North 90°00'00" East, 621.06 feet; thence North 04°29'51" East, 186.81 feet; thence North 03°29'28" West, 263.58 feet; thence South 87°27'47" West, 170.40 feet; thence North 02°32'13" West, 20.00 feet to the Point of Beginning.

ALSO

Together with and including lands for a 20' wide Sanitary Sewer Easement hereinafter described;

Commencing at the southeast corner of Lot 3 of Certified Survey Map No. 9770, said point also known as POC "B"; thence South 00°25'04" East, 29.27 feet to the Point of Beginning; thence South 00°44'45" East, 11.95 feet; thence South 08°58'13" West, 71.09 feet; thence North 81°01'47" West, 20.00 feet; thence North 08°58'13" East, 58.21 feet; thence South 88°28'23" West, 208.72 feet; thence North 00°32'40" West, 20.00 feet; thence North 88°28'23" East, 202.07 feet; thence North 85°13'57" East, 20.23 feet; thence North 89°44'15" East, 8.29 feet to the Point of Beginning.

WATER MAIN EASEMENT
AGREEMENT

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Initech, LLC
Attn: Land By Label LLC
638 Milwaukee St.
Delafield, WI 53018

Parts of 756-9993-021; 756-9993-
016; 756-9993-012
Parcel Identification Numbers

WATER MAIN EASEMENT

Poeths General
7154 S 76th Street, Franklin, WI 53132
PART OF 756-9993-021, 756-9993-016 and 756-9993-012

THIS INDENTURE, made this _____ day of _____, 2026 by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Initech LLC, a Wisconsin LLC, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main, including pipe, fittings, valves, hydrants and other water appurtenances, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction, installation, permitting, and payment for construction inspection services of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Northwest 1/4 of the Northwest 1/4 of Section Ten (10), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "C" attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed will be backfilled by the City in substantially the same elevation as it was prior to such disturbance. Grantor shall be fully responsible for efforts and costs for replacing all pavements, turf, landscape, aesthetic plantings or other surface improvements. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways, concrete curbs and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. Charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property pursuant to Chapter 5.12 of the "Rules and Regulations Governing Water Service". Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
7. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
8. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
9. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
10. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
11. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
12. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

13. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
14. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
15. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
16. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
17. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
18. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

INTECH, LLC, a Wisconsin limited liability company
Company Name

By: _____
Name and Title

____ Ian B. Martin, Authorized Signatory _____
Name & Title Printed

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

Before me personally appeared on the _____ day of _____, 2026, the above
named Ian B. Martin, Authorized Signatory of Initech, LLC
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as
the voluntary act and deed of said corporation

Notary Public
(_____)
My commission expires _____

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

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

Notary Public
(_____)
My commission expires _____

Exhibit A
(Description of the Property)

Lot 1

Lot 1 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

And

Lot 2

Lot 2 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

And

Lot 4

Lot 4 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

For informational purposes only:

Property Address: PART OF 7154 South 76th Street, Franklin, WI 53132

Tax Key Number: PART OF 756-9993-021 (Parcel A), 756-9993-016 (Parcel B) and 756-9993-012
(Parcel C)

Exhibit B
(Depiction of the Facilities)

EXHIBIT ____

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

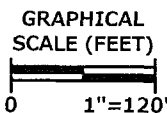
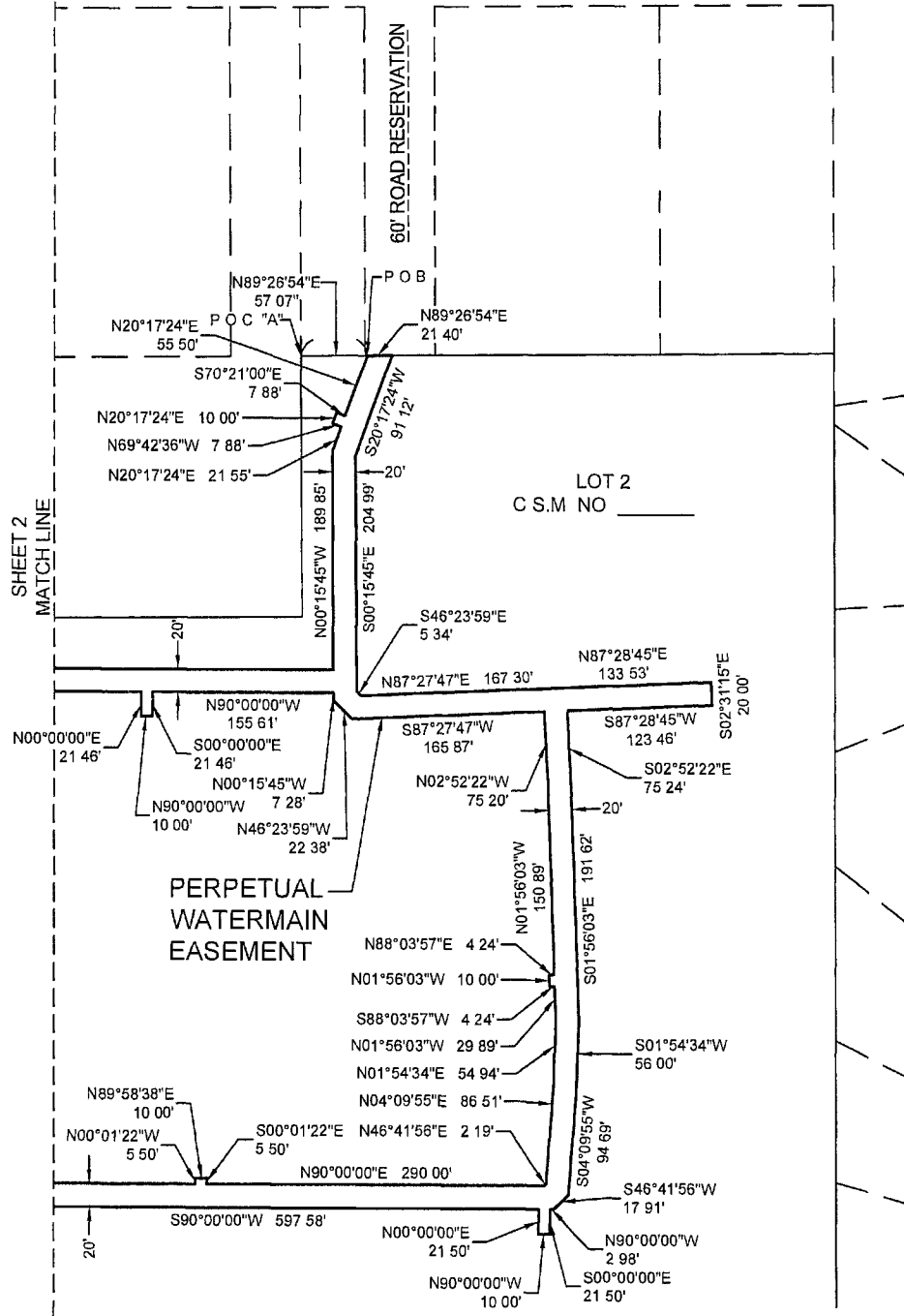


EXHIBIT _____

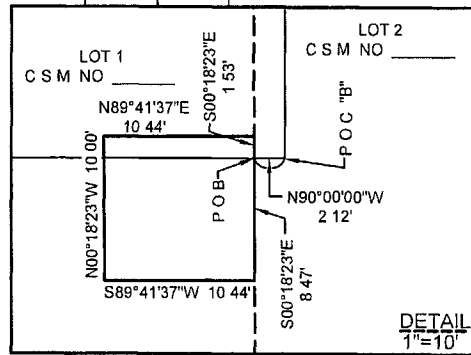
W. RAWSON AVENUE (C.T.H. BB)

LINE TABLE

LINE	BEARING	DIST
L1	N00°00'00"E	27.00'

LEGEND

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



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

LOT 1
C.S.M. NO. _____

PERPETUAL
WATERMAIN
EASEMENT

EXISTING
BUILDING

LOT 2
C.S.M. NO. _____

SEE
DETAIL

LOT 4
C.S.M. NO. _____



GRAPHICAL
SCALE (FEET)

0 1"=120'

MATCH LINE
SHEET 1

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

Date: June 2, 2026
JOB #4192.30
SHEET 2 OF 2

Exhibit C
(Legal Description of Easement Area)

PERPETUAL WATERMAIN EASEMENT

A Perpetual Watermain Easement being part of Lot 1, Lot 2 and Lot 4 of Certified Survey Map No. 9770, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11632754, located in the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at the northwest corner of Lot 2 of Certified Survey Map No. 9770, said point also known as POC "A"; thence North 89°26'54" East along the north line of said Lot 2, 57.07 feet to the Point of Beginning of lands hereinafter described; thence continuing North 89°26'54" East, 21.40 feet; thence South 20°17'24" West, 91.12 feet; thence South 00°15'45" East, 204.99 feet; thence South 46°23'59" East, 5.34 feet; thence North 87°27'47" East, 167.30 feet; thence North 87°28'45" East, 133.53 feet; thence South 02°31'15" East, 20.00 feet; thence South 87°28'45" West, 123.46 feet; thence South 02°52'22" East, 75.24 feet; thence South 01°56'03" East, 191.62 feet; thence South 01°54'34" West, 56.00 feet; thence South 04°09'55" West, 94.69 feet; thence South 46°41'56" West, 17.91 feet; thence North 90°00'00" West, 2.98 feet; thence South 00°00'00" East, 21.50 feet; thence North 90°00'00" West, 10.00 feet; thence North 00°00'00" East, 21.50 feet; thence South 90°00'00" West, 597.58 feet; thence South 00°00'00" East, 27.00 feet; thence North 90°00'00" West, 10.00 feet; thence North 00°00'00" East, 27.00 feet; thence North 90°00'00" West, 65.37 feet; thence South 00°00'00" East, 62.58 feet; thence South 89°19'08" West, 28.63 feet; thence North 45°00'00" East, 12.20 feet; thence North 00°00'00" East, 77.89 feet; thence North 48°35'27" West, 53.09 feet; thence North 00°28'42" West, 26.64 feet; thence North 88°50'48" East, 20.00 feet; thence South 00°28'42" East, 17.94 feet; thence South 48°35'27" East, 53.19 feet; thence South 00°00'00" East, 12.62 feet; thence North 90°00'00" East, 377.99 feet; thence North 00°01'22" West, 5.50 feet; thence North 89°58'38" East, 10.00 feet; thence South 00°01'22" East, 5.50 feet; thence North 90°00'00" East, 290.00 feet; thence North 46°41'56" East, 2.19 feet; thence North 04°09'55" East, 86.51 feet; thence North 01°54'34" East, 54.94 feet; thence North 01°56'03" West, 29.89 feet; thence South 88°03'57" West, 4.24 feet; thence North 01°56'03" West, 10.00 feet; thence North 88°03'57" East, 4.24 feet; thence North 01°56'03" West, 150.89 feet; thence North 02°52'22" West, 75.20 feet; thence South 87°27'47" West, 165.87 feet; thence North 46°23'59" West, 22.38 feet; thence North 00°15'45" West, 7.28 feet; thence North 90°00'00" West, 155.61 feet; thence South 00°00'00" East, 21.46 feet; thence North 90°00'00" West, 10.00 feet; thence North 00°00'00" East, 21.46 feet; thence North 90°00'00" West, 371.67 feet; thence North 00°18'23" West, 20.00 feet; thence North 90°00'00" East, 537.30 feet; thence North 00°15'45" West, 189.85 feet; thence North 20°17'24" East, 21.55 feet; thence North 69°42'36" West, 7.88 feet; thence North 20°17'24" East, 10.00 feet; thence South 70°21'00" East, 7.88 feet; thence North 20°17'24" East, 55.50 feet to the Point of Beginning.

ALSO

Together with and including lands for a Perpetual Watermain Easement hereinafter described;

Commencing at the southeast corner of Lot 1 of Certified Survey Map No. 9770, said point also known as POC "B"; thence North 90°00'00" West along the south line of said Lot 1, 2.12 feet to the Point of Beginning; thence South 00°18'23" East, 8.47 feet; thence South 89°41'37" West, 10.44 feet; thence North 00°18'23" West, 10.00 feet; thence North 89°41'37" East, 10.44 feet; thence South 00°18'23" East, 1.53 feet to the Point of Beginning.

PUBLIC UTILITY EASEMENT
AGREEMENT

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Initech, LLC
Attn: Land By Label LLC
638 Milwaukee St.
Delafield, WI 53018

Parts of 756-9993-021; 756-9993-
016; 756-9993-012
Parcel Identification Numbers

PUBLIC UTILITY EASEMENT

Poths General
7154 S 76th Street, Franklin, WI 53132
PART OF 756-9993-021, 756-9993-016 and 756-9993-012

THIS INDENTURE, made this _____ day of _____, 2026 by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Initech, LLC, a Wisconsin LLC, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and sanitary sewer line, including pipe, fittings, valves, hydrants and other water and sanitary sewer appurtenances, all as shown within the easement areas attached hereto as Exhibit "B"; and

WHEREAS, the initial construction, installation, permitting, and payment for construction inspection services of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Northwest 1/4 of the Northwest 1/4 of Section Ten (10), 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 Areas").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed will be backfilled by the City in substantially the same elevation as it was prior to such disturbance. Grantor shall be fully responsible for efforts and costs for replacing all turf, landscape and aesthetic plantings. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways, concrete curbs and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. Charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property pursuant to Chapter 5.12 of the "Rules and Regulations Governing Water Service". Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
7. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
8. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
9. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
10. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
11. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
12. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

13. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
14. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
15. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
16. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
17. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
18. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: _____

INITECH, LLC

By: _____
Ian B. Martin, Authorized Signatory

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

Before me personally appeared on the _____ day of _____, 2026, the above
named Ian B. Martin, Authorized Signatory of Initech LLC
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as
the voluntary act and deed of said corporation

Notary Public
()
My commission expires _____

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

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

Notary Public
()
My commission expires _____

Exhibit A
(Legal Description of the Property)

Lot 1

Lot 1 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

And

Lot 2

Lot 2 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Exhibit B
(Depiction of the Easement Area)

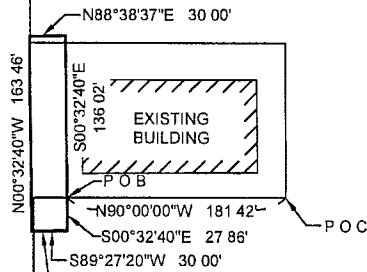
EXHIBIT ____

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

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

LOT 1
C.S.M. NO. ____

LOT 3
C.S.M. NO. ____



30' PUBLIC
UTILITY EASEMENT

LOT 2
C.S.M. NO. ____

EXISTING
BUILDING

LOT 4
C.S.M. NO. ____



GRAPHICAL
SCALE (FEET)
0 1"=120'

EXHIBIT ____

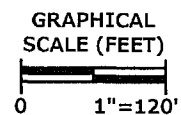
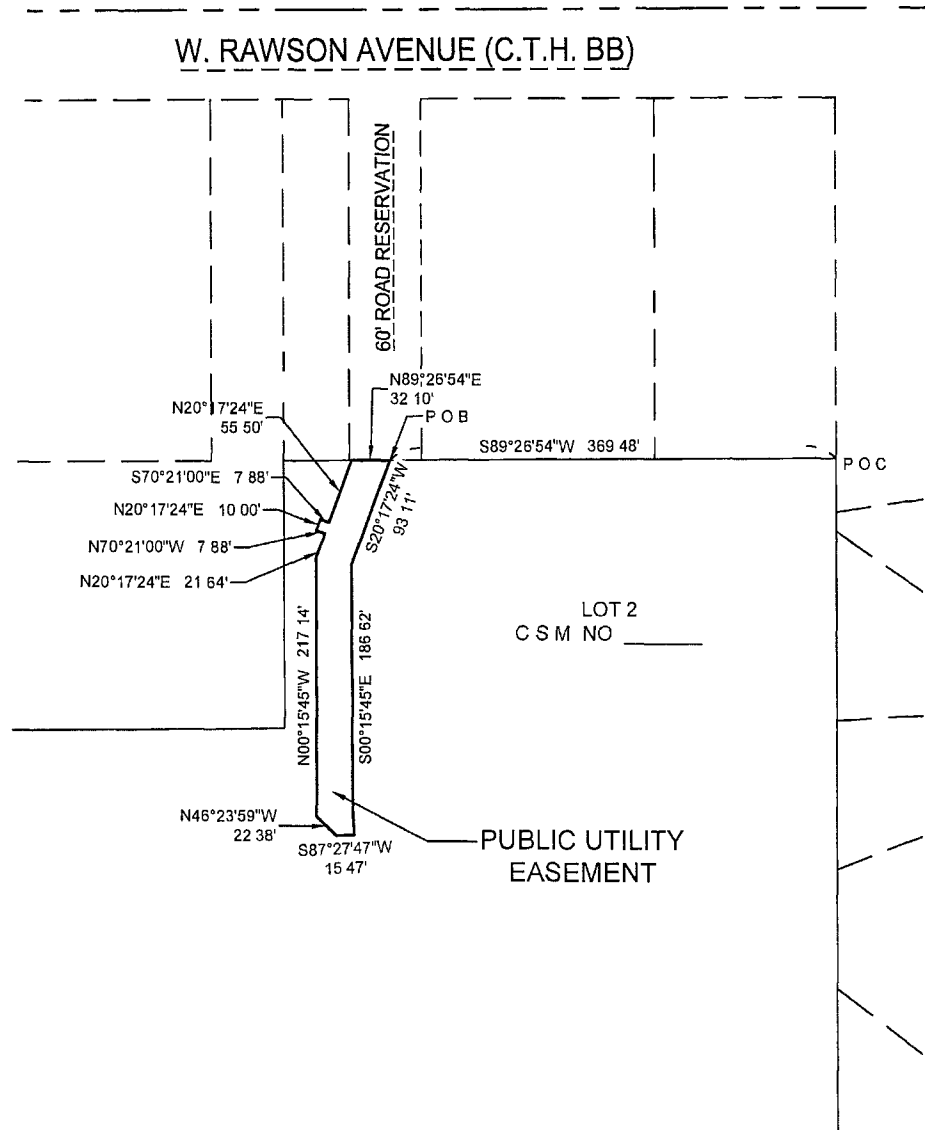


Exhibit C
Legal Description of Easement Areas

A 30' wide Public Utility Easement being part of Lot 1 and Lot 2 of Certified Survey Map No. 9770, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11632754, located in the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at a point on the east line of said Lot 1 of Certified Survey Map No. 9770; thence North 90°00'00" West, along the south line of said Lot 1, 181.42 feet to the Point of Beginning; thence South 89°27'20" East, 27.86 feet; thence South 89°27'20" West, 30.00 feet; thence North 00°32'40" West, 163.46 feet; thence North 88°38'37" East, 30.00 feet; thence South 00°32'40" East, 136.02 feet to the Point of Beginning.

ALSO

Together with and including lands for a Public Utility Easement hereinafter described;

Commencing at the northeast corner of said Lot 2 of Certified Survey Map No. 9770; thence South 89°26'54" West, along the north line of said Lot 2, 369.48 feet to the Point of Beginning; thence South 20°17'24" West, 93.11 feet; thence South 00°15'45" East, 186.62 feet; thence South 87°27'47" West, 15.47 feet; thence North 46°23'59" West, 22.38 feet; thence North 00°15'45" West, 217.14 feet; thence North 20°17'24" East, 21.64 feet; thence North 70°21'00" West, 7.88 feet; thence North 20°17'24" East, 10.00 feet; thence South 70°21'00" East, 7.88 feet; thence North 20°17'24" East, 55.50 feet; thence North 89°26'54" East, 32.10 feet to the Point of Beginning.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/6/2026
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AWARD THE WATER TOWER PARK PROJECT TO DIVERSIFIED DRAINAGE, LLC IN THE AMOUNT OF \$45,627.00	ITEM NUMBER G.4. District # 2

BACKGROUND

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

ANALYSIS

Five bids were received on September 18th, 2026. The bid results are shown below and the bid tabulation is included in the packet.

	Total Bid
<i>Engineer's Estimate</i>	\$62,282.50
Diversified Drainage, LLC	\$45,627.00
Payne & Dolan, Inc.	\$53,575.37
Krause Excavating, Inc.	\$65,148.00
Kartechner Brothers, LLC	\$90,907.77
L&L Clearing, LLC	\$101,704.46

Following the bid opening on September 18, 2026, Diversified Drainage, LLC emerged as the lowest responsible bidder.

Prequalification reviews confirm Diversified Drainage, LLC is capable to meet project requirements.

FISCAL NOTE

The City received a grant from the National Fish and Wildlife Foundation-Sustain Our Great Lakes that is providing funding for this project. The funding has an end date of June 30th, 2027.

RECOMMENDATION

Staff recommends that the Council authorize the awarding of the Water Tower Park Project to Diversified Drainage, LLC in the amount of \$45,627.00.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2026 - _____, a resolution to award the Water Tower Park project to Diversified Drainage, LLC in the amount of \$45,627.00.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- _____

A RESOLUTION TO AWARD THE WATER TOWER PARK PROJECT
TO DIVERSIFIED DRAINAGE, LLC, IN THE AMOUNT OF \$45,627.00

WHEREAS, the City of Franklin advertised and solicited bids for the Water Tower Park project; and

WHEREAS, five bids were received on September 18, 2026 and Diversified Drainage, LLC was the lowest responsive and responsible bidder; and

WHEREAS, Diversified Drainage, LLC is a qualified contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the Water Tower Park project in the amount of \$45,627.00 to Diversified Drainage, LLC..

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the Water Tower Park project to Diversified Drainage, LLC.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Diversified Drainage, LLC. on behalf of the City.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Procurement Form



Project: W00410104 - Franklin Water Tower Park
Description: Franklin Water Tower Park Construction
Bid Category: Engineer

Bidding Contact: Brittany Epping

Central

Bid Due: 01 00 PM

Sealed Bid:

Status/Revision: Submitted 0 Non-Competitive:

Bidders

Company	Bid #	Bid expires	Status	Bidder Comments:
Krause Excavating, Inc.	011277	06-30-2027	Submitted	
Diversified Drainage LLC	011280	09-18-2026	Submitted	
Payne & Dolan, Inc.	011281	06-30-2027	Submitted	
Kartechnier Brothers, LLC	011284	06-30-2027	Submitted	
L & L Cleaning, LLC	011285	05-01-2027	Submitted	

Line#	Project	Description	UOM	Qty	Est. Unit Cost	Estimated Total	Diversified Drainage LLC	Kartechnier Brothers, LLC	Krause Excavating, Inc.	L & L Clearing, LLC	Payne & Dolan, Inc.
001	Franklin Water Tower	MOBILIZATION	Lump	1	\$10,000.00	\$10,000.00	\$9,300.00	\$14,860.54	\$10,750.00	\$34,300.00	\$15,366.06
002	Franklin Water Tower	SITE PREPARATION	Lump	1	\$5,000.00	\$5,000.00	\$5,730.00	\$8,370.36	\$4,584.00	\$16,273.20	\$3,590.97
003	Franklin Water Tower	OBSTRUCTION REMOVAL	Acre	0	\$10,000.00	\$2,000.00	\$1,000.00	\$3,609.75	\$2,000.00	\$7,200.00	\$4,219.17
004	Franklin Water Tower	EMBANKMENT	Cu Yd	294	\$15.00	\$4,410.00	\$1,764.00	\$10,348.80	\$4,762.80	\$7,114.80	\$3,642.66
005	Franklin Water Tower	SPOIL SPREADING	Cu Yd	1,206	\$15.00	\$18,090.00	\$7,236.00	\$23,637.60	\$19,537.20	\$10,552.50	\$9,575.64
006	Franklin Water Tower	AGRIDRAIN WATER CONTROL	Each	1	\$6,000.00	\$6,000.00	\$8,000.00	\$5,301.81	\$7,750.00	\$9,100.00	\$5,179.77
007	Franklin Water Tower	PVC PIPE 18"	Linear	46	\$120.00	\$5,520.00	\$1,932.00	\$4,927.06	\$3,312.00	\$4,133.96	\$3,582.02
008	Franklin Water Tower	ROAD GRAVEL	Ton	73	\$85.00	\$6,205.00	\$5,110.00	\$7,132.10	\$4,088.00	\$4,672.00	\$2,790.06
009	Franklin Water Tower	ROCK RIPRAP	Ton	20	\$85.00	\$1,657.50	\$1,365.00	\$3,000.27	\$2,574.00	\$1,248.00	\$2,172.30
010	Franklin Water Tower	TRASH RACK	Each	1	\$500.00	\$500.00	\$750.00	\$2,561.00	\$350.00	\$500.00	\$631.18
011	Franklin Water Tower	STRAW WATTLES	Linear	80	\$5.00	\$400.00	\$440.00	\$485.60	\$640.00	\$160.00	\$640.00
012	Franklin Water Tower	SEEDING & MULCHING	Acre	1	\$2,500.00	\$2,500.00	\$3,000.00	\$6,672.88	\$4,800.00	\$6,450.00	\$2,185.54
Total:						\$62,282.50	\$45,627.00	\$90,907.77	\$65,148.00	\$101,704.46	\$53,575.37

Bid Criteria: _____

Approved by: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 6, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE TID 8 CAPITAL PROJECTS FUNDS TO PROVIDE \$45,700 OF APPROPRIATIONS FOR AMENDMENT 13 TO TASK ORDER NO. 5 TO RUEKERT & MIELKE FOR THE DESIGN OF THE CORPORATE PARK PROJECT	ITEM NUMBER District #4 G.5.

Background

TID 8 was created to facilitate further industrial and commercial development in the Franklin Business Park, which was originally created as Tax Incremental District No. 4, which closed in 2023. The original task order no. 5 was approved on June 5, 2018, under TID #4. As development has progressed and the expendable period for TID #4 has closed, the expenditures for task order no. 5 have been transferred to TID #8 to perform the continuation of professional services to enhance development. On September 15th, 2026, Common Council adopted resolution No. 2026-8527 to approve amendment 13 to task order No. 5 to Ruekert & Mielke in the amount of \$45,700.00 with the condition that a budget amendment would need to come to Council and be approved.

Analysis

This budget amendment is needed to continue design of the Corporate Park project.

Task Order No. 5 – Contract \$1,201,850
Amendment 1 – 12 - \$1,283,269
Amendment 13 - \$45,700
Total - \$2,530,819

Fiscal Note

The Common Council previously approved this appropriation through a prior Council action sheet. This budget amendment will require the use of fund balance as the funding source for the appropriation. The Director of Finance recommends that the Council also pursue a comprehensive engineering analysis of the Tax Incremental District to identify and prioritize the remaining infrastructure needs and determine the total additional funding that may be required.

This TID is anticipated to require significant additional infrastructure investment. Completing the engineering analysis will provide the Council with a more comprehensive understanding of the anticipated project scope, costs, and funding requirements before additional appropriations are considered.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2026-_____, an Ordinance to amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the TID 8 Capital Projects Fund to Provide \$45,700 of Appropriations for Amendment 13 to Task Order No. 5 to Ruekert & Mielke for the Design of the Corporate Park Project.

Roll Call Vote Required

Engineering – MP-KW / Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2026 - _____

AN ORDINANCE TO AMEND ORDINANCE 2025-2712,
AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGETS FOR THE
CAPITAL PROJECTS FUND TO PROVIDE \$45,700 OF APPROPRIATIONS FOR
AMENDMENT NO. 13 TO TASK ORDER NO. 5 WITH RUEKERT & MIELKE FOR THE
DESIGN OF THE CORPORATE PARK PROJECT

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

WHEREAS, the City of Franklin established Tax Incremental District No. 8 ("TID 8") to facilitate further industrial and commercial development within the Franklin Business Park; and

WHEREAS, Task Order No. 5 with Ruekert & Mielke was originally approved on June 5, 2018, under TID 4 for professional engineering services associated with the Franklin Business Park; and

WHEREAS, upon the closure of TID 4 and the continued development of the Franklin Business Park, expenditures associated with Task Order No. 5 were transferred to TID 8 to allow for the continuation of professional services necessary to support and enhance development within the District; and

WHEREAS, Amendment No. 13 to Task Order No. 5 is necessary to provide an additional \$45,700 for continued design services associated with the Corporate Park project; and

WHEREAS, the Common Council previously approved the appropriation through a prior Council action sheet; and

WHEREAS, the 2026 Annual Budget for the TID 8 Capital Projects Fund must be amended to appropriate the additional \$45,700 necessary to fund Amendment No. 13 to Task Order No. 5; and

WHEREAS, the funding source for this budget amendment will be fund balance; and

WHEREAS, the Director of Finance recommends that the City pursue a comprehensive engineering analysis of TID 8 to identify and prioritize remaining infrastructure needs and determine the total additional funding that may be required, as the District is anticipated to require significant additional infrastructure investment; and

WHEREAS, completion of such an analysis will provide the City with a more comprehensive understanding of anticipated project scopes, costs, and funding requirements before additional appropriations are considered; and

WHEREAS, the Common Council has determined that it is necessary and appropriate to amend the 2026 Annual Budget for the TID 8 Capital Projects Fund to provide the required appropriation.

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

Section 1 That the 2026 Budget for the Tax Incremental District 8 Fund 40 be amended as follows:

TID 8 Capital Projects Fund

Engineering	Other Engineering Services	Increase	\$45,700
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Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's website.

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Amendment 13 To Task Order No. 5 - consisting of 8 pages (including attachments), referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated November 4, 2014.

1. Background Data:

- a. Effective Date of Task Order 5: June 5, 2018
- b. Owner: City of Franklin
- c. Engineer: Ruekert & Mielke, Inc.
- d. Specific Project: Franklin Corporate Park - Phase I Improvements

2. Description of Modifications

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

Update Traffic Impact Analysis (TIA)

- Coordination with subconsultant
- Attend meeting with City staff and subconsultant to review parameters of TIA update
- Prepare update to TIA
- Attend meeting with City staff to review update document and findings

Geotechnical Investigation

- Coordination with subconsultant
- Drill five additional soil borings on Elm Road each with a planned depth of 25 feet
- Utility locates and traffic control for drilling operations
- Preparation of soil boring logs
- Preparation of geotechnical investigation report with revised pavement thickness design recommendations based on updated traffic usage determined in the TIA
- Survey of soil boring locations
- Attend meeting with City staff to review soil borings and geotechnical data report
- Show soil boring locations on the construction drawings
- Update pavement thickness design using recommendations from the geotechnical investigation report as approved by the City of Franklin

- b. Services specifically excluded from this amendment because they are already completed, assumed to be unnecessary for this project or cannot be appropriately scoped out at this time are as follows:
 - Services not specifically noted above
 - Private utility locates
 - Traffic Signal Design

Amendment to Task Order

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and American Society of Civil Engineers. All rights reserved.

- Design of revised improvements to W. Elm Road or W. Elm Road/S. 27th Street intersection that may be recommended by the updated TIA
- c. The responsibilities of Owner with respect to the Task Order are modified as follows:
- Expedite City review and approval processes.
 - Provide Project Manager to coordinate Owner's activities.
 - Provide legal services as required for Project.
 - Attend Project meetings.
 - Coordinate with City's Financial Advisors.
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
- Ruekert & Mielke, Inc. will perform tasks as directed by City Staff on an hourly basis plus reimbursable expenses.
 - Basic Services: \$45,700.00
 - The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.
- e. The schedule for rendering services under this Task Order is modified as follows:
- Begin the Work upon execution of this task order amendment.
 - This scope of services will be completed on a mutually agreeable schedule to be determined and is subject to availability of subconsultants.
3. **Modifications to Agreement and Exhibits:**
- Replace Appendices 1 and 2 to Exhibit C in Agreement with the attached:
 - Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2026.
 - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2026.
 - Replace Exhibit G in Agreement with the attached, which is effective for services provided under Amendments 7, 8, 9, 10, 11, 12 and 13 to Task Order No. 5 only:
 - Exhibit G (Revised) – Insurance.
4. **Attachments:**
- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2026.
 - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2026.
 - Exhibit G (Revised) – Insurance.
5. **Consultants retained as of the Effective Date of the Task Order:**
- Traffic Analysis and Design, Inc.
 - Terracon Consultants, Inc.

6. Task Order 5 Summary (Reference Only)

a.	Original Task Order amount:	\$ 1,201,850.00
b.	Net change for prior amendments:	\$ 1,283,269.00
c.	This amendment amount:	\$ 45,700.00
d.	Adjusted Task Order amount:	\$ 2,530,819.00

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

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

OWNER:

By: _____
Name: John R. Nelson
Title: Mayor
Date
Signed: _____

By: _____
Name: Shirley J. Roberts
Title: City Clerk
Date
Signed: _____

By: _____
Name: Danielle L. Brown
Title: Director of Finance and Treasurer
Date
Signed: _____

APPROVED AS TO FORM:

By: _____
Name: Jesse A. Wesolowski
Title: City Attorney
Date
Signed: _____

ENGINEER:

By: Ryan Amtmann
Digitally signed by Ryan Amtmann
Date 2026.09.08 12:54:01 -05'00'
Name: Ryan Amtmann, P.E. (WI, IL, MI)
Title: Vice President
Date
Signed: September 8, 2026

Amendment to Task Order

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Appendix 1 to Exhibit C – Reimbursable Expenses Schedule – 2026

MISCELLANEOUS

Mileage

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

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

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

STANDARD HOURLY RATES

ENGINEERING SERVICES

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

PROFESSIONAL CONSULTING SERVICES

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

SURVEYING SERVICES

Surveying Technician	\$ 115.00
Surveyor	135.00
Professional Surveyor	175.00

STANDARD HOURLY RATES

CONSTRUCTION REVIEW SERVICES

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

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

ADMINISTRATIVE SERVICES

Administrative Assistant	97.00
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This is **EXHIBIT G (REVISED)**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 4, 2014.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

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

B. Additional Insureds:

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

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Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/6/26
REPORTS & RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement Between the City of Franklin and WilCraft Can Properties, LLC, for Substantial Completion of Environmental Studies and Remediation at 9775 South 60th Street	Ald. District 1 ITEM NUMBER G. 6.

Departments of City Development, Finance, Engineering, Administration and Legal Services staff will be present at the meeting.

WilCraft Can Properties, LLC, with WilCraft Can, LLC, a southeast WI custom-beverage-canning company, have been collaborating with the City for over two years on a site search for the company's expansion facility to mix and can adult beverages for the hospitality and retail industries. WilCraft Can Properties, LLC selected the former Strauss Meats processing plant after requesting assistance with environmental studies and remediation in the building, which had dissuaded prior suitors.

TID 11 was in the planning process at the time, and such expenses are eligible expenses under the ½ mile rule as an incentive grant. The environmental studies and remediation projects completed to date by WilCraft include:

- A. Demolition (primarily Ammonia Cooling System)
- B. New Floors (replace contaminated floors)
- C. Environmental Study
- D. Ammonia System Decommissioning

WilCraft's environmental studies and remediation projects were included in TID 11's Project Plan. The inclusion of WilCraft in the Project Plan was highlighted in TID 11's presentation to the City of Franklin Common Council, Plan Commission and Joint Review Board, with all bodies approving the Project Plan. Meetings with the Mayor, the District Alderwoman, Ehlers and City Staff were held to review the project, including a final review with WilCraft's Chief Operating Officer.

A project to remove barrels of chemicals inside the facility remains to be completed to accomplish all known environmental projects. With a Temporary Certificate of Occupancy being issued and the listed projects completed, \$276,000 of the WilCraft incentive fund was agreed to for an incentive to be awarded at this time.

Staff recommends approval of tonight's resolution.

COUNCIL ACTION REQUESTED

A Motion to Approve a Resolution Authorizing Certain Officials to Execute Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement Between the City of Franklin and WilCraft Can Properties, LLC.

Economic Development: jr; Legal Services Dept: jw, cl

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX
INCREMENTAL DISTRICT NO. 11 ENVIRONMENTAL STUDIES AND
REMEDATION GRANT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
FRANKLIN AND WILCRAFT CAN PROPERTIES, LLC

WHEREAS, WilCraft Can Properties, LLC has purchased, and intends to renovate and remediate manufacturing and warehousing space at 9775 South 60th Street, Franklin, WI within the Franklin Business Park, and intends to renovate the space, costing a total of \$2.5 million; and

WHEREAS, WilCraft Can Properties, LLC (Developer) intends for an operation of a beverage canning and packaging facility at 9775 South 60th Street, Franklin, WI (formerly the Strauss Meats processing facility), employing 11 people, to proceed by WilCraft Can, LLC; and

WHEREAS, the facility requires environmental studies and remediation to be conducted for occupancy, initially costing approximately \$276,000; and

WHEREAS, City staff, consultants and Developer representatives have prepared a Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement, between the City of Franklin and WilCraft Can Properties, LLC (the "Development Agreement"), and staff recommends approval thereof; and

WHEREAS, development of this project would not occur without the financial participation of the City as set forth in this Development Agreement; and

WHEREAS, the City has created Tax Incremental District No. 11 to accomplish such projects and development; and

WHEREAS, the City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, for Tax Incremental District No. 11 and upon the property owned by Developer therein, and the City finds that the development of the project and the fulfillment of the terms and conditions of the Development Agreement, will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law; and

WHEREAS, the Common Council, having considered the Development Agreement and having found same to be reasonable, and in furtherance of the development interests of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement, between the City of Franklin and WilCraft Can Properties, LLC, in the form and content as presented to the Common Council at its meeting on October 6, 2026, be and the same is hereby approved.

RES 2026 - ____ (Development Agreement WilCraft Can Properties, LLC.)
Page 2

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement Between the City of Franklin and WilCraft Can Properties, LLC.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a Memorandum of Development Agreement in a form in substantial conformance with Exhibit C of the Tax Incremental District No. 11 Environmental Studies and Remediation Grant Development Agreement Between the City of Franklin and WilCraft Can Properties, LLC, 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 on this 6th day of October 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 6th day of October 2026.

APPROVED

John R. Nelson

ATTEST:

Shirley J. Roberts

AYES ____ NOES ____ ABSENT ____

MEMORANDUM

DATE: October 6, 2026
TO: City of Franklin Common Council
FROM: Economic Development Department
John Regetz, Director
RE: WillCraft Can Co. Environmental Studies and Remediation Grant Agreement

WilCraft Can, LLC has been collaborating with Mayor Nelson and staff for over two years searching for a location to house the company's expansion. The company is a custom-beverage-canning company with two mobile units that serve southeast Wisconsin and beyond. WilCraft's expansion facility will mix and can adult beverages, in a variety of sizes, for the hospitality and retail industries.

The company considered the former Strauss Meats facility at 9775 South 60th Street after three prior suitors withdrew due to incomplete environmental study and remediation issues. The Mayor and staff had consulted with two of the three prior potential buyers. WilCraft reviewed then-current site conditions reports, and as well as the City, was concerned with the potential expense of required, and unexpected, environmental studies and remediation.

Since planning for Tax Incremental District No. 11 (TID 11) was under way, due to the commitment of Yaskawa America to locate their North American Headquarters in the Franklin Business Park, the City offered Tax Increment Financing (TIF) incentive assistance with environmental studies and remediation, when substantially completed, resulting in a Temporary Certificate of Occupancy being issued, and TID 11 was formed. A limit of \$300,000 was established through consultation with Ehlers and other pertinent City staff involved with TIF projects.

The environmental studies and remediation projects completed to date by WilCraft include:

A. Demolition (primarily Ammonia Cooling System)	\$60,000
B. New Floors (replace contaminated floors)	\$184,000
C. Environmental Study	\$5,000
D. <u>Ammonia System Decommissioning</u>	<u>\$27,000</u>
Subtotal – Environmental Studies and Remediation	\$276,000

WilCraft's environmental studies, remediation projects, and fund of \$300,000, were included in TID 11's Project Plan under the ½ mile rule. The inclusion of WilCraft in the Project Plan was highlighted in TID 11's presentation to the City of Franklin Common Council, Plan Commission and Joint Review Board, with all bodies approving the Project Plan. Meetings with the Mayor, the District Alderwoman, Ehlers and City Staff were held to review the project, including a final review with WilCraft's Chief Operating Officer.

With a Temporary Certificate of Occupancy being issued the completed listed projects, costing \$276,000, are agreed to be reimbursed from the WilCraft incentive funds at this time. A contaminated materials removal project is left to be completed to accomplish all known environmental remediation projects.

WilCraft has completed environmental studies and remediation projects for financial, regulatory environmental and safety requirements, costing \$276,000. The City's Inspection Department has cooperated with WilCraft and contractors to bring them to compliance with City code sufficient to warrant issuance of a Temporary Certificate of Occupancy. More structural and mechanical improvements need to be completed for a Final Certificate of Occupancy and to meet WilCraft's renovation and business plans. WilCraft requests the City fund the incentive of \$276,000, per the TID 11 Project Plan, in order that WilCraft can complete remaining improvements.

City Staff support's WilCraft's request.

**TAX INCREMENTAL DISTRICT NO. 11
ENVIRONMENTAL STUDIES AND REMEDIATION
GRANT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
WILCRAFT CAN PROPERTIES, LLC
REDEVELOPMENT PROJECT**

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of _____, 2026 by and between WilCraft Can Properties, LLC, a Wisconsin business ("**Developer**"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("**City**").

RECITALS

City and Developer acknowledge the following:

A. Developer is the owner of manufacturing and warehousing space at 9775 South 60th Street, Franklin, Wisconsin 53132 illustrated in Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

B. The City has created Tax Incremental District No. 11, City of Franklin, Wisconsin ("**District**") pursuant to Wis. Stat. § 66.1105 (the "**Tax Increment Law**"). The City approved the District and its redevelopment plan (the "**Project Plan**"), which included the Property within ½ mile of its boundaries, on July 7, 2026, and included Developer's Environmental Studies and Remediation Grant, pursuant to Tax Increment Law.

C. Developer has purchased the Property and is renovating it for production and packaging of beverages, with an estimated development cost of \$2.5 million (the "**Project**"). Renovation costs will include Environmental Studies and Remediation Costs. It is acknowledged that development of the Project as described above will be consistent with the Project Plan.

D. The City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

E. The development of the Project would not occur without the financial participation of the City as set forth in this Agreement, and will benefit the District by removing environmental hazards through required studies and removal of hazardous materials and contaminated structures, as well as improvement of vacant, aging structures.

F. The City, pursuant to Common Council action dated October 6, 2026, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf.

- G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

ARTICLE I DEFINITIONS

Defined Terms. As used in this Agreement, including the recitals, exhibits, and any amendments hereto, the capitalized terms set forth below shall have the explicit meanings ascribed to them in this section.

Eligible Costs means documented, out-of-pocket costs incurred by Developer for environmental investigation, Remediation Work, demolition controls related to environmental conditions, decommissioning of the ammonia refrigeration system, disposal of contaminated materials and Hazardous Substances, environmental reporting, and related professional fees, to the extent eligible for reimbursement under the City's Tax Increment Financing program and approved by the City pursuant to this Agreement.

Engineering Controls means physical measures designed to contain or control exposure to Hazardous Substances at the Property, including caps, covers, vapor mitigation systems, and treatment systems.

Environmental Laws means all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, directives, guidance with regulatory effect, permits, orders, consent decrees, and common-law doctrines relating to pollution, protection of the environment, human health and safety as affected by environmental conditions, hazardous materials, waste, or natural resources, as they may be amended from time to time.

Hazardous Substances means any substance, material, waste, contaminant, pollutant, chemical, petroleum or petroleum product, asbestos, polychlorinated biphenyls, per- and polyfluoroalkyl substances, mold, lead, hazardous waste, hazardous substance, or toxic substance, in each case as defined or regulated under Environmental Laws.

Remediation Work means investigation, risk assessment, response actions, corrective action, removal, mitigation, abatement, decommissioning, demolition controls, institutional or engineering controls, operation and maintenance, monitoring, and any other measures undertaken to address Hazardous Substances at or emanating from the Property in accordance with Environmental Laws, applicable permits, and the remedial action plan.

ARTICLE II DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall construct Project improvements in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project costs expended (inclusive of personal property) shall be not less than \$2.5 million. Developer shall obtain a final certificate of occupancy for the Project, from the City, on or before February 1, 2027 (the "**Completion Date**"). The Project shall be deemed to be substantially complete on the date that the City building inspector issues a temporary certificate of occupancy for the Project. Issuance of a temporary certificate of occupancy shall represent significant completion of the environmental studies and remediation improvements. Issuance of a final certificate of occupancy shall represent completion of such studies and improvements.

B. Developer shall conduct environmental studies and remediation improvements as indicated in Exhibit B which is attached hereto and incorporated herein by reference.

C. Developer will deliver the following verification documents to the City:

- a. Phase 1 Environmental Study for the site;
- b. Floor reconstruction inspection approval by L&A Crystal;
- c. WHOPRS approval of decommissioning ammonia cooling system, letter provided by Kuhlmann Industries, signed off in the EPN;
- d. Final, unconditional lien waivers satisfying Wis. Stat Sec. 779.05 from all contractors and subcontractors who performed work, listed in Exhibit B, on the Property or legally verifiable copies of cancelled checks or bank wire receipts proving all underlying invoices have been fully settled by the Developer;
- e. Temporary certificate of occupancy indicating significant environmental studies and remediation have been completed by October 9, 2026; and
- f. Final certificate of occupancy by February 1, 2027.

D. Developer shall maintain complete, accurate financial and project records related to this Agreement for not less than seven (7) years after final reimbursement. Upon reasonable notice, the City, its auditors, or authorized representatives shall have the right to examine, audit, copy, and inspect these records during normal business hours to verify that all financial transactions are made in a legal and proper manner and to verify cost accuracy, Agreement compliance, and compliance with the Project Plan and Wisconsin Statutes Section 66.1105.

ARTICLE III CITY ACTIVITIES AND OBLIGATIONS

A. City shall cooperate with Developer throughout the development and construction of the Project and the term of this Agreement and shall reasonably promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. In consideration of the performance by Developer of its obligations under this Agreement, the City agrees to provide Developer, a payment as an offset to Developer's costs to complete the Project, subject to a maximum amount of \$276,000, upon submission of confirmation documents in Article II. Section C, subsections a. through e.

ARTICLE IV ENVIRONMENTAL OBLIGATIONS

A. **Representations, Warranties, and Disclosures.** Developer represents that the Property historically operated as a meat packing facility and that, prior to redevelopment, the Property contained an ammonia refrigeration system. Developer has disclosed to the City all material environmental reports, sampling data, and regulator correspondence in Developer's possession or control relating to the Property's environmental conditions. The City makes no representation or warranty regarding site conditions, and Developer acknowledges it is not relying on any statements or omissions by the City regarding environmental matters.

B. **Indemnification and Environmental Liability Allocation.** To the fullest extent permitted by law, Developer shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against environmental claims to the extent arising out of or resulting from: the presence, release, or threatened release of Hazardous Substances at or from the Property; the remediation work; demolition or decommissioning activities; or violations of Environmental Laws by Developer or its contractors.

ARTICLE V MEMORANDUM

A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit C.

ARTICLE VI WRITTEN NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in

the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: John G. Regetz, Director of Economic Development
 Facsimile No.: 414-427-7691

With a Copy to: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Shirley J. Roberts, City Clerk
 Facsimile No.: 414-425-6428

If to the Developer: WilCraft Can Properties, LLC
 Attention: Sean Kingston, COO
 9775 South 60th Street
 Franklin, WI 53132
 Facsimile No.: Sean@wilcraftcan.com

With a Copy to: WilCraft Can Properties, LLC
 Attention: Sean Kingston, COO
 2480 West Grays Lane
 Oak Creek, WI 53154
 Facsimile No.: Sean@wilcraftcan.com

[Signature pages and exhibits follow]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

DEVELOPER: WilCraft Can Properties, LLC

By: _____
(Name and Title)

Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2026, the above-named _____, the _____ of WilCraft Can Properties, LLC, to me known to be the person who executed the foregoing Agreement on behalf of the Developer, WilCraft Can Properties, LLC, and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

City of Franklin, Wisconsin

By: _____
John R. Nelson, Mayor

Date: _____

Attest: _____
Shirley J. Roberts, City Clerk

Date: _____

By: _____
Danielle L. Brown, Director of Finance and Treasurer

Date: _____

STATE OF WISCONSIN)

MILWAUKEE COUNTY)ss.
)

Personally appeared before me this ____ day of _____, 2026, the above-named John R. Nelson, Danielle L. Brown and Shirley J. Roberts, Mayor, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing Agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney
Date: _____

This instrument was drafted by:
Jesse Wesolowski, Cocounsel and John Regetz, Economic Development, City of Franklin, WI

EXHIBIT A

Property Site & Building Plan
9775 South 60th Street
Franklin, WI 53132
Tax Key # 898 9997 004



EXHIBIT B

WILCRAFT CAN PROPERTIES, LLC RENOVATION COSTS And Remediation Improvements

A. Demolition (primarily Ammonia Cooling System)	\$60,000
B. New Floors (replace contaminated floors)	\$184,000
C. Environmental Study	\$5,000
D. <u>Ammonia System Decommissioning</u>	<u>\$27,000</u>
Subtotal – Environmental Studies and Remediation	\$276,000

EXHIBIT C
MEMORANDUM OF DEVELOPMENT AGREEMENT

	MEMORANDUM OF DEVELOPMENT AGREEMENT
Document Number	Document Title
THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of _____, 2026, by and between WILCRAFT CAN PROPERTIES, LLC, a Wisconsin Limited Liability Corporation, and assigns ("Developer"), and the CITY OF FRANKLIN, a municipal corporation of Milwaukee County, Wisconsin ("City").	
WITNESSETH:	
WHEREAS, Developer and the City entered into that certain Environmental Studies and Remediation Grant Development Agreement dated _____, 2026 ("Development Agreement"). The full Environmental Studies and Remediation Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and	

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows:

1. **PROPERTY.** The "**Property**" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described in Attachment A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER:

CITY:

WILCRAFT CAN PROPERTIES, LLC,

CITY OF FRANKLIN

By: _____
Name:
Title:

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2026, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the Developer, WILCRAFT CAN PROPERTIES, LLC, and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2026, the above-named John R. Nelson and Shirley J. Roberts, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by: John Regetz, ED and Jesse Wesolowski, Cocounsel

Attachment A

LEGAL DESCRIPTION

Certified Survey Map No. 1500 NE 27 5 21 PARCEL 1

Tax Key No. 898 9997 004

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 6, 2026
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH SIGN EFFECTZ, INC. FOR THE FABRICATION AND INSTALLATION OF A CITY WELCOME SIGN AT THE NORTHWEST CORNER OF WEST DREXEL AVENUE AND SOUTH 27TH STREET	ITEM NUMBER G.7.

The Economic Development Department Director will be present at the October 6, 2026 Council meeting to present the project.

Costco has offered the City of Franklin use of its monument sign as a City welcome sign at its new site on the northwest corner of West Drexel Avenue and South 27th Street. Costco acquired the sign from Northwestern Mutual as part of a land purchase. The Economic Development Dept. issued a minor RFP to multiple area sign manufactures and installers.

Attached is the Sign Effectz, Inc. proposal, contract, and City of Franklin resolution, submitted to the Common Council for approval. On September 30, 2026 the Economic Development Commission (EDC) selected this proposal for submission to the Common Council for its approval.

Fiscal Note: This sign can be paid for from the 2026 Economic Development Budget

The EDC has selected this vendor, approved this expenditure, and recommends this contract for approval by the City of Franklin Common Council.

COUNCIL ACTION REQUESTED

A Motion to Adopt a Resolution Authorizing Certain Officials to Execute an Agreement with Sign Effectz, Inc. for the Fabrication and Installation of a City Welcome Sign at the Northwest Corner of West Drexel Avenue and South 27th Street.

RESOLUTION NO. 2026-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH SIGN EFFECTZ, INC. FOR THE FABRICATION AND INSTALLATION OF A CITY WELCOME SIGN AT THE NORTHWEST CORNER OF WEST DREXEL AVENUE AND SOUTH 27TH STREET _____

WHEREAS, Costco has purchased acreage from Northwestern Mutual (NM) to construct a warehouse retail store at the northwest corner of West Drexel Ave and South 27th Street; and

WHEREAS, Costco has given use of the former Northwestern Mutual monument sign at the northwest corner of West Drexel Ave and South 27th Street to the City for a welcome sign, to be completed by opening of Costco's warehouse retail store; and

WHEREAS, Sign Effectz Inc., Inc. has responded to an RFP and submitted a proposal that includes the fabrication of the City of Franklin logo and associated lettering for such a welcome sign and affixing it to said monument, for a cost of \$8,400; and

WHEREAS, City staff has prepared and recommended an agreement reflecting said proposal, and the Common Council having reviewed such proposed agreement for the fabrication and installation of said City welcome sign and services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement with Sign Effectz Inc., Inc. satisfactorily provides for the fabrication and installation of said City welcome sign, 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 meeting of the Common Council of the City of Franklin this 6th day of October, 2026.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 6th day of October, 2026.

APPROVED:

ATTEST:

John R Nelson, Mayor

Shirley J Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

MEMORANDUM

DATE: October 6, 2026
TO: City of Franklin Common Council
FROM: Economic Development Department
John Regetz, Director
RE: City Welcome Sign on Costco Monument

Costco has offered the City of Franklin use of its monument sign, on the northwest corner of West Drexel Avenue and South 27th Street, as a City welcome sign at Costco's new Franklin site. Costco acquired the sign from Northwestern Mutual as part of a land purchase.

The Costco monument sign is very attractive and virtually a landmark on the City of Franklin's West Drexel Avenue gateway. Mayor Nelson encouraged City Staff to utilize this attractive landmark to make a strong, positive impression on visitors coming to Franklin to shop at Costco.

The Economic Development Dept. issued a minor RFP to multiple area sign manufactures and installers. On September 30, 2026 the Economic Development Commission (EDC) selected a proposal for the manufacture and installation of signage, from Sign Effectz, Inc., and submit it to the Common Council for its approval.

The EDC has selected this vendor, approved this expenditure, and recommends this contract for approval by the City of Franklin Common Council.

The City and Costco will also enter into a Easement Agreement for access to the Monument Easement Area, in order to install signage lettering and maintain the Monument Structure going forward.

A G R E E M E N T

This AGREEMENT, made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Sign Effectz Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 1827 W. Glendale Ave., Milwaukee, WI 53209.

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 the fabrication and installation of a city welcome sign at the northwest corner of West Drexel Avenue and South 27th;

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 the fabrication and installation of a city welcome sign at the northwest corner of West Drexel Avenue and South 27th Street, as described in CONTRACTOR's proposal to CLIENT dated September 24, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$8,400, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$8,400. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Economic Development Dept. will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. General/Commercial Liability (<i>Must have General/Commercial</i>)	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage \$3,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability (<i>Must have auto liability</i>)	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Contractor's Pollution Liability (<i>If applicable</i>)	\$100,000 per occurrence <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
E. Worker's Compensation and Employers' Liability (<i>Must have workers compensation</i>)	Worker's Compensation Statutory \$1,000,000 Employer's Liability <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$250,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

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

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may be executed in multiple counterparts, and will have the same legal force and effect as if the CONTRACTOR and CLIENT had executed it as a single document. The CONTRACTOR and CLIENT agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The CONTRACTOR and CLIENT may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document, and any amendment hereto.
- E. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: John R. Nelson

TITLE: Mayor

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:

Christina Luccesi, City Attorney

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 6, 2026
REPORTS & RECOMMENDATIONS	A RESOLUTION TO APPROVE AND ACCEPT AN EASEMENT AGREEMENT FOR A WELCOME TO FRANKLIN SIGN MONUMENT WITH COSTCO WHOLESALE CORPORATION FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER OF WEST DREXEL AVENUE AND SOUTH 27TH STREET THE ANNEXED EASEMENT AGREEMENT IS UNDER REVIEW BY CITY STAFF AT THE TIME OF THIS WRITING AND POTENTIAL AMENDMENTS WILL BE PRESENTED TO THE COMMON COUNCIL AT THE MEETING	ITEM NUMBER G. 8.

The Economic Development Department Director and Legal Department will be present at the October 6, 2026 Council meeting to present the project.

Costco Wholesale Corporation (Costco) has offered the City of Franklin use of its Monument Structure for a City of Franklin (City) welcome sign at Costco's new site on the northwest corner of West Drexel Avenue and South 27th Street. Costco acquired the sign from Northwestern Mutual as part of a land purchase.

The Economic Development Dept. issued a minor RFP to multiple area sign manufactures and installers. On September 30, 2026 the Economic Development Commission (EDC) selected a proposal, to recommend to the Council, for the fabrication and installation of lettering for a City welcome sign on Costco's Monument Structure at the northwest corner of West Drexel Avenue and South 27th Street.

Costco and the City need to establish legal City access to Costco's Monument Easement Area. Costco and the City are executing an Easement Agreement where Costco grants access to its Monument Easement Area, for the City to operate a welcome sign using Costco's Monument Structure.

Fiscal Note: Costco is not charging the City for use of its Monument Structure.

COUNCIL ACTION REQUESTED

A Motion to Approve a Resolution to Approve and Accept an Easement Agreement for a welcome to Franklin sign monument with Costco Wholesale Corporation for the property located at the northwest corner of West Drexel Avenue and South 27th Street.

The annexed Easement Agreement is under review by City Staff at the time of this writing and potential amendments will be presented to the Common Council at the meeting

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION TO APPROVE AND ACCEPT AN EASEMENT AGREEMENT FOR A
WELCOME TO FRANKLIN SIGN MONUMENT WITH COSTCO WHOLESALE
CORPORATION FOR THE PROPERTY LOCATED AT THE NORTHWEST CORNER
OF WEST DREXEL AVENUE AND SOUTH 27TH STREET

WHEREAS, Costco Wholesale Corporation has offered the City of Franklin use of its monument structure for a City of Franklin welcome sign at Costco's new site on the northwest corner of West Drexel Avenue and South 27th Street, Costco having acquired the monument sign from Northwestern Mutual as part of its land purchase for its new store development; and

WHEREAS, as part of its offer, Costco will enter into an easement agreement with the City for the City's use and maintenance of the Welcome to Franklin Sign Monument site; and

WHEREAS, the City Economic Development Commission has reviewed the proposed use of the sign monument site and has recommended approval thereof; and the Common Council having determined the proposed use of the site and the entry into an easement agreement for the City's use and maintenance of the Welcome to Franklin Sign Monument site is in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Easement Agreement for a Welcome to Franklin Sign Monument, in the form and content as annexed hereto (which includes the changes made by the Economic Development Department Director, the City Engineer and the City Attorney as authorized by the Common Council); and the Mayor and City Clerk are hereby authorized to execute such Easement Agreement as evidence of the consent to and acceptance of such Easement Agreement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Easement Agreement for a Welcome to Franklin Sign Monument 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.

A RESOLUTION TO APPROVE AND ACCEPT AN
LANDSCAPE BUFFERYARD EASEMENT AGREEMENT
FOR A WELCOME TO FRANKLIN SIGN MONUMENT
COSTCO WHOLESALE CORPORATION
RESOLUTION NO. 2026-_____

Page 2

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

EASEMENT AGREEMENT FOR A WELCOME TO FRANKLIN SIGN MONUMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made this ____ day of _____, 202__, COSTCO WHOLESALE CORPORATION, a Washington corporation ("Costco"), whose address is 999 Lake Dr., Issaquah, Washington 98027, Attn: Legal Real Estate Management, RE: #1808 (Franklin, WI), "Grantor", and CITY OF FRANKLIN, WISCONSIN, a municipal corporation (together with its successors and assigns, the "City") whose address is 9229 West Loomis Road, Franklin, Wisconsin 53132, each a "Party" or collectively, the "Parties".

RECITALS

A. Costco is the owner in fee simple of a certain parcel of real estate located in Milwaukee County, Wisconsin ("Costco's Property"), which is legally described in Exhibit A attached hereto and made a part hereof.

B. The City has requested that Costco grant, and Costco is willing to grant, an easement over the portion of Costco's Property as described and depicted in Exhibit B attached hereto and made a part hereof (the "Monument Easement Area") for the benefit of the City upon the terms and conditions set forth in this Easement Agreement.

C. The Monument Easement Area includes an existing monument signage structure (the "Monument Structure") as depicted on Exhibit C attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements set forth in this Easement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and declare, for their mutual benefit, the following:

1. Monument Easement. Costco grants to the City, its successors and assigns, a permanent, non-exclusive easement (the "Monument Easement") in, through, over, and across the Monument Easement Area to maintain and repair the Monument Structure and associated landscaping.

2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, of partnership, or of joint venture between the Parties, it being understood and agreed that no provision contained herein or any act of the Parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

3. The City's Work. The following terms and conditions shall apply to all of the City's Work :

(a) As used in this Easement Agreement, the "City's Work" shall include the work to repair, replace, maintain, and improve the Monument Structure and associated landscaping within the Monument Easement Area, and to install, maintain, and replace any signage on the Monument Structure, provided, however, that any signage shall be subject to Costco's approval in accordance with Section 3(c) below.

(b) The City, at its sole cost and expense, shall perform and oversee all of the City's Work, and the City shall be solely responsible for any and all requirements, permits, approvals, costs, fees, and expenses with respect to the use of the Monument Easement and the City's Work in connection therewith.

(c) Not less than twenty (20) days prior to commencing the City's Work, the City shall deliver to Costco for Costco's review and approval (with a copy by overnight delivery to Cross Engineering & Associates, Inc., 1955 Raymond Dr., Suite 119, Northbrook, IL 60062), such approval not to be unreasonably withheld, conditioned, or delayed, plans, specifications, and drawings of the proposed signage for the Monument Structure and landscaping in the Monument Easement Area. The City shall not perform any work until after the City has received written approval from Costco.

(d) Prior to commencing the City's Work in each case, the City shall provide not less than three business days' prior written notice to Costco of the commencement of the City's Work, except in the case of an emergency in which case the City shall provide written notice to Costco as soon as reasonably possible of the nature of such emergency and the work being undertaken to remedy the emergency. The City shall provide prompt written notice of, and coordinate with Costco, any repair or maintenance requirements that will disturb or occur on Costco's Property.

(e) The City, at the City's sole cost and expense, shall be solely responsible for (i) the maintenance, repair, and replacement of the Monument Sign, (ii) the maintenance, landscaping, mowing, and improvement of the Monument Sign Area, and (iii) repair of Costco's Property disturbed or damaged by such work. The City shall also be responsible for repair, maintenance, or replacement of any landscaping and/or equipment and/or installations and improvements on Costco's Property disturbed or damaged by any of the City's Work.

(f) The City shall ensure that its activities in the Monument Easement Area are conducted in a safe manner. The City shall erect and maintain safety barriers and any temporary signage, if necessary, to ensure a safe site during any of the City's Work. Any such use or activities on the Costco Property approved by Costco in accordance with the terms of this Agreement shall not unreasonably restrict or prevent Costco or its contractors from performing other work thereto or thereon.

(g) The City shall not permit or commit any waste, damage, or destruction to Costco's Property.

(h) All of the City's Work shall be performed in compliance with all applicable laws and in accordance with best industry practices. The City shall complete the City's Work in a lien free manner. If any lien is filed against the Costco Property in connection with the City's Work, the City shall cause such lien to be removed of record in accordance with applicable Wisconsin law to avoid foreclosure thereof within thirty (30) days after the filing thereof. This covenant shall survive the date of completion of any of the City's Work.

(i) The City shall use all commercially reasonable efforts to minimize disruption with Costco's use of Costco's property in exercising the City's rights under this

Easement Agreement with respect to the Monument Easement. The City, as soon as reasonably practicable after completion of any work in the Monument Easement Area, shall cause the Monument Easement Area and any adjacent portion of Costco's Property to be restored to its former condition as nearly as is reasonably practicable.

5. Insurance by the City. During the term of this Easement Agreement, the City shall obtain and maintain the insurance coverages set forth below, or during construction require the City's general contractor and subcontractors to obtain and maintain the insurance coverages set forth below in subparagraph 5(e) below:

(a) Workers' compensation insurance as required by applicable law or regulation and employer's liability insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00) for each accident for bodily injury, One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease, and One Million and No/100 Dollars (\$1,000,000.00) for each employee for bodily injury by disease.

(b) Commercial general liability insurance with minimum limits of liability in the amount of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and a minimum limit of Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate, and including coverage for indemnification claims under the terms of this Easement Agreement.

(c) Umbrella/excess liability insurance in the amount of Five Million and No/100 Dollars (\$5,000,000.00) and including coverage for indemnification claims under the terms of this Easement Agreement.

(d) In connection with any construction on the Costco's Property, the City shall obtain, or the City's contractor shall obtain: (i) commercial general liability insurance covering all operations by or on behalf of the subcontractor, including, without limitation, coverage for premises and operations, products and completed operations, contractual liability, property damage, explosion, collapse and underground hazards, and personal injury, with minimum limits of liability in the amount of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and a minimum limit of Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate, and (ii) automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, with limits of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage combined. The contractor shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

(e) Except with respect to workers' compensation insurance, Costco and Costco's successors and assigns shall be named as an additional insured and such insurance shall provide that the insurance shall not be cancelled or reduced in amount or coverage below the requirements of this Easement Agreement without at least thirty (30) days' prior written notice to Costco and/or Costco's successors and assigns. The City shall provide Costco with certificate(s) of insurance with respect to the insurance required by this Section 5 within ten (10) days after the date of this Easement Agreement and thereafter within thirty (30) days prior to any expiration of such insurance.

6. Indemnity. The City shall indemnify, defend, and hold Costco, and Costco's officers, directors, members, managers, employees, and agents, and their successors and assigns (individually an "Indemnified Party" and collectively, the "Indemnified Parties"), harmless from, any and all claims, actions, causes of action, losses, expenses, demands, liabilities, costs, and expenses, including, but not limited to, the fees and expenses of any attorneys, paralegals, and experts reasonably incurred by Costco (including said fees and expenses incurred upon any appeal), directly or indirectly arising out of, based upon, or resulting from (a) nonpayment for services rendered in connection with the City's Work (including, without limitation, any construction liens resulting therefrom), (b) any use of the Monument Easement, the Monument Easement Area, and/or Costco's Property, pursuant to this Easement Agreement, (c) any damage or loss to Costco's Property or any property near Costco's Property arising from or related in any way to the City's Work, the Monument Easement, or any other liability or loss arising from the Monument Easement, (d) any acts or omissions of the City related to or arising out of the matters set forth in this Easement Agreement, (e) any damage or loss to Costco's Property or any property near Costco's Property, or any injury or death to any person, arising from or related in any way to the Monument Easement, the City's Work, the Monument Easement Area, any environmental issues, claims, or investigations, or the release of any hazardous materials (as defined under applicable environmental laws), or the violation of any applicable environmental laws or damages arising therefrom, in each case from or related to the Monument Easement, or (f) the City's breach of this Easement Agreement, except, with respect to clauses (a) through (d) above, to the extent of any gross negligence or intentional misconduct of an Indemnified Party. This indemnity includes and extends to all liabilities, obligations, claims, or actions based upon or arising out of damage, illness, or injury (including death) to person or property caused by or sustained in connection with the City's performance of the City's Work. The City's obligations under this Section 6 shall survive the expiration or earlier termination of this Easement Agreement.

7. Costco's Right to Cure or Abate. If the City breaches any provision of this Easement Agreement, then in addition to any other remedy provided for in this Easement Agreement, Costco may demand by written notice (the "Default Notice") that the violation be cured. If the City does not cure the violation within thirty (30) days after receipt of the Default Notice (except that no notice will be required to be delivered, and no cure period will be provided, for any utility service interruptions or similar emergencies), then Costco (and its contractors, agents, and employees) shall have the right to (a) pay any sum owed by the City to the person or entity entitled thereto, and (b) enter upon the Monument Easement Area and summarily abate, remove, or otherwise remedy any improvement, thing, or condition which violates the terms of this Easement Agreement. The City shall, within ten (10) days of written demand by Costco, accompanied by appropriate supporting documentation, reimburse Costco for all costs and expenses incurred by Costco in undertaking any of the actions permitted by clauses (a) and (b) in the preceding sentence, including without limitation, wages, benefits, and overhead allocable to the time expended by any employee of Grantor in taking such actions, together with interest thereon at the rate equal to the lesser of (i) ten percent (10%) per annum or (ii) the highest rate of interest permitted in the State of Wisconsin, from the date such costs and expenses were advanced or incurred by Grantor.

8. Covenants Running with the Land. The easements herein granted and the agreements herein contained shall be easements and covenants running with the Costco Property

and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

9. Reservation of Rights. Costco hereby reserves all right, title, interest, and privilege, in, to and over the Monument Easement Area, including the right to utilize the same for any other purpose or grant any other easements that do not materially and adversely affect the City's rights hereunder. The easement granted hereunder are private in nature, and no member of the public is given any right over any portion of the Monument Easement Area.

10. No Construction Work during Blackout Period. Notwithstanding anything to the contrary herein, any construction work by or on behalf of the City within or affecting the Monument Easement Area (other than emergencies) which is proposed to be accomplished during the Blackout Period (as hereinafter defined) shall be subject to Costco's prior written approval, which approval shall not be unreasonably withheld but may be conditioned upon reasonable measures to minimize interference with the business operations on Costco's Property. As used in this Easement Agreement, "Blackout Period" shall mean the period commencing on October 15 of any year and continuing through and including January 15 of the following calendar year.

11. Notices. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Easement Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mail, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the addresses listed above or to such address as may be designated by a Party from time to time provided, however, that if: (a) fee title to any property is transferred or conveyed to a third party, and the other Party hereto has not received written notice of such transfer or conveyance, then such other Party may continue to send all notices at the address set forth above or at the address for the owner of the transferred party on file with the governmental entity in charge of assessing real property taxes.

12. Governing Law. This Easement Agreement shall be construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of laws rules thereof, and any applicable federal laws.

13. Entire Agreement; Severability. This Easement Agreement contains the sole and entire agreement between the Parties with respect to the matters set forth herein. If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, or condition of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Default. In addition to the provisions of Section 7 above, if any Party hereto defaults in the performance of its obligations hereunder, the other Party shall have the right to sue

for damages and/or to seek injunctive relief, as may be appropriate. The prevailing Party in any legal proceeding regarding this Easement Agreement shall be entitled to recover reasonable attorneys' fees and costs incurred in the enforcement of this Easement Agreement. The right to seek remedies hereunder shall be available only to the Parties named herein, and their respective successors and assigns. No tenant, occupant, resident, lessee, guest or visitor of the properties encumbered by this Easement Agreement shall have any right whatsoever to commence or prosecute legal proceedings in connection herewith.

15. Remedies. In addition to the remedies set forth elsewhere in this Easement Agreement, each Party shall be entitled to exercise all other remedies provided at law or in equity to the same extent as if fully set forth in this Easement Agreement. No remedy herein conferred upon, or reserved to any Party shall exclude any other remedy herein, at law or in equity, but each shall be cumulative.

16. Duration. This Easement Agreement, the easements declared and granted herein, and all provisions, covenants, obligations and restrictions contained herein shall continue perpetually and shall not be canceled or terminated except by a written and duly recorded agreement approved by all persons and entities then having an interest in the property encumbered by this Easement Agreement.

17. Authority. Each Party warrants that it has the full and lawful right, acting by and through its undersigned representative executing this Easement Agreement, to execute and deliver this Easement Agreement for the purposes herein set forth.

18. Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

19. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by reference and are made a part hereof.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the date and year first above written.

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) SS:
COUNTY OF KING)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of Costco Wholesale Corporation, a Washington corporation, who, being duly sworn, acknowledged execution of the foregoing instrument on behalf of said corporation.

WITNESS my hand and Notarial Seal this ____ day of _____, 202__.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

CITY OF FRANKLIN, WISCONSIN

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of the City of Franklin, who, being duly sworn, acknowledged execution of the foregoing instrument on behalf of the company.

WITNESS my hand and Notarial Seal this ____ day of _____, 202__.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

EXHIBIT A

Costco's Property

Lot 1, in Certified Survey Map No. 9738, being a part of Parcel 1, Certified Survey Map No. 7389, being in the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

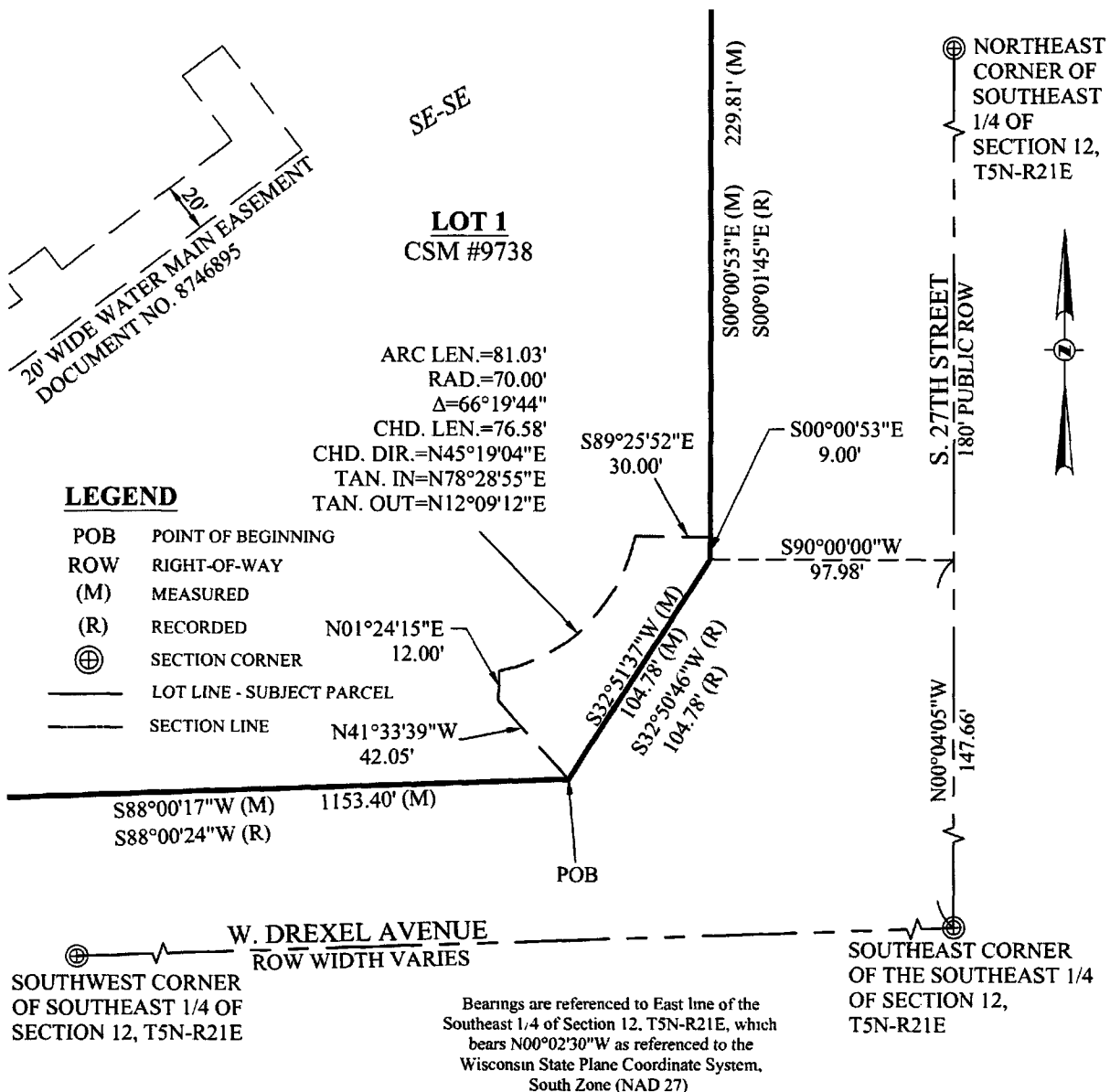
Said land contains 878,852 square feet or 20.1757 acres.

EXHIBIT B (1 OF 2)

MONUMENT EASEMENT AREA

EASEMENT EXHIBIT

LOT 1 OF CERTIFIED SURVEY MAP NO. 9738 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF MILWAUKEE COUNTY, WISCONSIN ON 04/09/2026 AS DOCUMENT NO. 11591304, SAID CERTIFIED SURVEY MAP BEING A PART OF PARCEL 1, 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, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



GRaEF

275 West Wisconsin Avenue
Suite 300
Milwaukee, WI 53203-3318
414 / 259 1500

Project No: 2024-0222
Drawn By: EBO
Sheet No: 1 OF 2

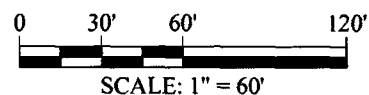


EXHIBIT B (2 OF 2)

MONUMENT EASEMENT AREA

EASEMENT EXHIBIT

LOT 1 OF CERTIFIED SURVEY MAP NO. 9738 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF MILWAUKEE COUNTY, WISCONSIN ON 04/09/2026 AS DOCUMENT NO. 11591304, SAID CERTIFIED SURVEY MAP BEING A PART OF PARCEL 1, 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, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**LEGAL DESCRIPTION
SIGN EASEMENT**

That part of Lot 1, CSM # 9738 recorded as Document Number 11591304 in the Office of the Register of Deeds, Milwaukee County, Wisconsin 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, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the southernmost southeast corner of said Lot 1; thence North $41^{\circ}33'39''$ West, a distance of 42.05 feet; thence North $01^{\circ}24'15''$ East, a distance of 12.00 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 70.00 feet; thence northeasterly along the arc of said curve through a central angle of $66^{\circ}19'44''$ having a chord bearing of North $45^{\circ}19'04''$ East and a chord length of 76.58 feet, a distance of 81.03 feet; thence South $89^{\circ}25'52''$ East, a distance of 30.00 feet; thence South $00^{\circ}00'53''$ East, a distance of 9.00 feet; thence South $32^{\circ}51'37''$ West, a distance of 104.78 feet to the point of beginning.

Said easement containing 3226 square feet or 0.074 acre of land more or less.

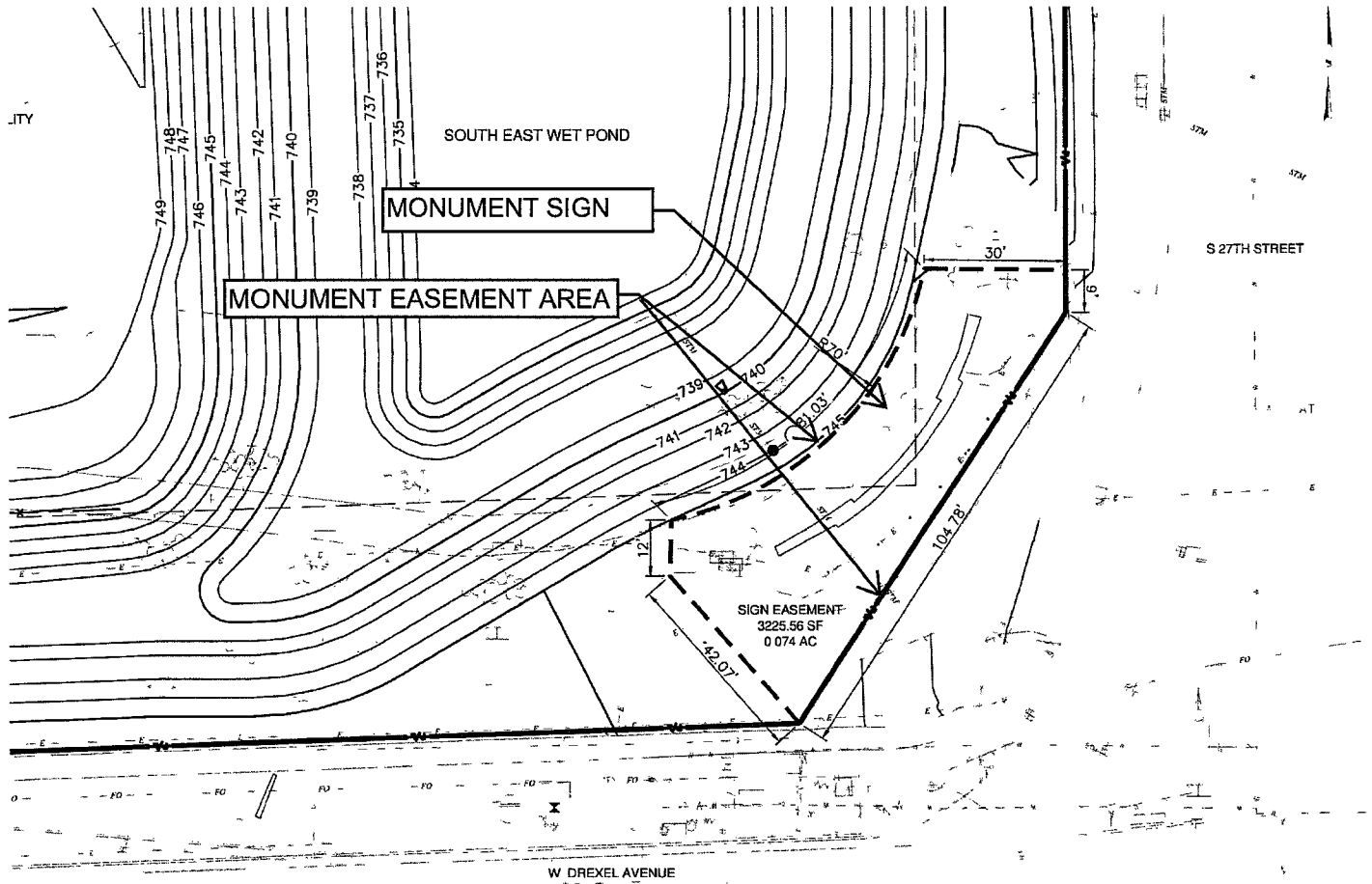


275 West Wisconsin Avenue
Suite 300
Milwaukee, WI 53203-3318
414 / 259 1500

Project No. 2024-0222
Drawn By: EBO
Sheet No. 2 OF 2

EXHIBIT C

DEPICTION OF THE MONUMENT SIGN



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/6/26
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing the City of Franklin Fire Department to Execute an Agreement with Brycer, L.P. and Brycer Advisory Group, L.P. for a web- based fire safety inspection record management system	ITEM NUMBER G.9.

Background

Wisconsin State Statutes require the Franklin Fire Department to conduct bi-annual fire safety inspections of all commercial, multi-family residential, and public buildings to ensure compliance with state and local fire codes. In 2025, the department completed 1,358 inspections.

An essential part of these inspections is verifying the maintenance and functionality of installed fire alarm and fire protection systems, including automatic fire sprinklers. Contractors responsible for maintaining these systems must document their work and notify the fire department of any issues. Historically, inspectors relied on printed forms and tags to confirm compliance, but this practice has become outdated and inconsistent.

Proposal

Brycer is a third-party reporting platform that provides real-time visibility into inspection, testing, and maintenance records for life safety systems through an online portal. Contractors upload their reports directly to the system, allowing fire inspectors to review documentation instantly and more accurately.

This agreement comes at no cost to the city and does not require additional hardware or IT support.

Currently, the fire department may not be notified when a critical life safety system—such as a fire sprinkler system—goes out of service unless a call for service occurs or an issue is discovered during an inspection. Brycer's platform will provide timely notifications, enhance situational awareness, reduce high-risk conditions, and significantly decrease the time needed to obtain required records during routine inspections.

The City Legal Department has reviewed and approved this agreement with no issues noted.

Financial Note

Access to the Brycer online portal is provided at no cost to the City of Franklin. The service is funded through fees paid by contractors who maintain and repair fire alarm and fire suppression systems.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No 2026-_____, A Resolution Authorizing the City of Franklin Fire Department to Execute an Agreement with Brycer, L.P. and Brycer Advisory Group, L.P. for a web-based fire safety inspection record management system

Fire: JCM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN FIRE DEPARTMENT TO
EXECUTE AN AGREEMENT WITH BRYCER, L.P. AND BRYCER ADVISORY GROUP,
L.P. FOR A WEB-BASED FIRE SAFETY INSPECTION RECORD MANAGEMENT
SYSTEM

WHEREAS, Wisconsin State Statutes require the Franklin Fire Department to conduct bi-annual fire safety inspections of all commercial, multi-family residential, and public buildings to ensure compliance with state and local fire codes.

WHEREAS, An essential part of these inspections is verifying the maintenance and functionality of installed fire alarm and fire protection systems, including automatic fire sprinklers. Contractors responsible for maintaining these systems must document their work and notify the fire department of any issues.

WHEREAS, Brycer is a third-party reporting platform that provides real-time visibility into inspection, testing, and maintenance records for life safety systems through an online portal. Brycer's platform will provide timely notifications, enhance situational awareness, reduce high-risk conditions, and significantly decrease the time needed to obtain required records during routine inspections.

WHEREAS, This agreement comes at no cost to the city and does not require additional hardware or IT support.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize the City of Franklin Fire Department to Execute an Agreement with Brycer, L.P. and Brycer Advisory Group, L.P. for a web-based fire safety inspection record management system.

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 ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Brycer, L.P. and Brycer Advisory Group, L.P. (together, "CONTRACTOR"), whose principal place of business is 2300 Cabot Drive, Suite 250, Lisle, Illinois 60532.

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 fire safety inspection services through its web-based compliance management platform (The Compliance Engine);

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 fire safety inspection management, as described in CONTRACTOR's proposal to CLIENT dated June 30, 2026, annexed hereto and incorporated herein as Attachment A. The services described in Attachment A are provided by Brycer, L.P., InspectionReportsOnline.net Inc. and Brycer Advisory Group, L.P., each of which is severally and not jointly responsible for the services it provides, as set forth in 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 shall pay no fees, charges or other amounts to CONTRACTOR under this AGREEMENT. CONTRACTOR collects all fees due and payable by third-party inspectors in connection with activities relating to the services, as provided in Attachment A.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT and CONTRACTOR may modify the Basic Services by mutual written agreement. Because CLIENT pays no fees under this AGREEMENT, incremental or decremental costs, change-order pricing and equitable price adjustments have no application to this AGREEMENT.

IV. ASSISTANCE AND CONTROL

- A. CONTRACTOR will coordinate its services with CLIENT and will assign a dedicated customer representative to CLIENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon thirty (30) days' written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days' written notice to CLIENT.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall make CLIENT's non-public data available for download in the manner, format and time period set forth in Attachment A, including for sixty (60) days following the effective date of termination. Nothing in this Article requires CONTRACTOR to deliver, disclose or license the Solution, its source code, screen shots, database schema, templates, methodologies, or any other confidential information or intellectual property of CONTRACTOR or its affiliates.
- 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 (<i>Must have General/Commercial</i>)	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability (<i>Must have auto liability</i>)	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Worker's Compensation and Employers' Liability (<i>Must have workers compensation</i>)	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer

shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall begin providing its services to CLIENT upon execution of the parties' agreement with a targeted "go live" date of one month following the execution of the agreement .

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT.
- D. This AGREEMENT may be executed in multiple counterparts and will have the same legal force and effect as if the CONTRACTOR and CLIENT had executed it as a single document. The CONTRACTOR and CLIENT agree that fully electronic signatures and records are acceptable, under Chapter 137 of the Wisconsin Statutes. The CONTRACTOR and CLIENT may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as

an original signed copy of this document, and any amendment hereto.

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: James Mayer

TITLE: Fire Chief

DATE: _____

Approved as to form:

Christina M. Lucchesi, City Attorney

DATE: _____

BRYCER, L.P.
BRYCER ADVISORY GROUP, L.P.
2300 Cabot Dr
Suite 250
Lisle, IL 60532

June 30th, 2026

Franklin Fire Department
8901 W Drexel Ave
Franklin, WI 53132

Re: “The Compliance Engine”

Dear Franklin Fire Department,

We look forward to providing you with “The Compliance Engine” (the “Solution”) and the advisory services described below related to the Solution (the “Advisory Services”). This proposal letter (aka, the “Letter of Agreement”) provides the basic terms by which Brycer, L.P. (“Brycer”) and Brycer Advisory Group, L.P. (“BAGLP”) will provide you, Franklin Fire Department (“Client”), with the Solution and the Advisory Services. The use of the Solution, the Advisory Services and all matters among Brycer, BAGLP and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution and BAGLP will provide the Advisory Services for three years, commencing November 15, 2026 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods (each, a “Renewal Term” and together with the Initial Term, the “Term”) unless terminated by, as the case may be, Brycer or BAGLP, or Client in writing. . Client may terminate the parties’ agreement, for Client’s convenience, for any or no reason, upon thirty (30) days’ written notice to both Brycer and BAGLP, such termination to be followed by a data return and wind-down period. Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution and BAGLP shall stop providing the Advisory Services; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer and BAGLP Responsibilities**: During the Term, Brycer and BAGLP, as the case may be, shall be responsible for the following in connection with Client’s use of the Solution and the Advisory Services:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.

- ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for a period of at least seven years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center.*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the Solution database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
- ***Advisory Services.*** BAGLP will review the information entered into the Solution by third party inspectors (including compliance and deficient test results) to confirm their accuracy and completeness. On a case by case basis, BAGLP may provide recommendations, suggestions, comments and observations on the test results to the Client. BAGLP shall provide the Advisory Services using the Solution.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** City shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the City's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, City must use current versions Edge, Firefox, Chrome or Safari, in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide each of Brycer and BAGLP with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within the City of Franklin for Brycer's initial upload; and (b) quarterly updates in a format acceptable to Brycer in its discretion. Client shall promptly provide BAGLP with all appropriate information for BAGLP to perform the Advisory Services.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.

- ***Third-Party Reports.*** Client will require all compliant and deficient test results to be submitted.
- ***Compliance.*** Client shall be responsible for remaining informed and updated, and causing its third party inspectors to be informed and updated, on all applicable rules, regulations, ordinances and other legal or regulatory requirements related to the underlying testing for which the Solution is being used by third party inspection companies. Client shall inform each of Brycer and BAGLP of any changes, updates or revisions to such rules, regulations, ordinances or requirements that may impact the functionality, compliance, or appropriate use of the Solution or the Advisory Services provided by BAGLP hereunder.
- ***Collaboration.*** Client shall make reasonable efforts to collaborate with each of Brycer and BAGLP to ensure that the Solution is used, and the Advisory Services are provided, in accordance with all relevant requirements.

5. **Ownership of Data.** Client owns all the non-public data provided by Client and received from third party contractors for Client. Brycer and BAGLP shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By:

Its:

Brycer Advisory Group, L.P.

By:

Its:

Acknowledged and Agreed to this date:

CITY OF FRANKLIN, WISCONSIN

By:

Print Name: James Mayer

Its: Fire Chief

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and among Brycer, L P ("Brycer") and Brycer Advisory Group, L P ("BAGLP"), on the one hand, and Client, on the other hand (the "Agreement"). As used in these Terms and Conditions, "Brycer" means either or both of Brycer or BAGLP, as the case may be depending on the provider of the applicable services described and referred to below

- 1 Restrictions on Use Client shall not copy, distribute, create derivative works of or modify the Solution or the work product resulting from the Advisory Services (the "Work Product") in any way. Client agrees that (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution and the Work Product for the benefit of Client, (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution or the Work Product, (c) it shall not sell, resell, rent or lease the Solution or the Work Product, (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights, (e) it shall not interfere with or disrupt the integrity or performance of the Solution, the Advisory Services, the Work Product or third-party data contained therein, (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution, (g) it shall not permit anyone other than the Authorized Users to view or use the Solution or the Advisory Services and any screen shots of the Solution or the Work Product, and (h) it shall not disclose the features of the Solution or the Work Product to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution and the Advisory Services.
- 2 Proprietary Rights All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under the Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Brycer shall have the right to use the Derivative Works, the Work Product, the Documentation and any data used in connection with the foregoing to provide the services under the Agreement and to analyze, improve, expand and enhance the functionality and performance of the Solution, the Advisory Services and related offerings. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
- 3 Independent Contractor Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each party hereto is an independent contractor. No party may assume, either directly or indirectly, any liability of or for another party. No party has the authority to bind or obligate another party and no party may represent that it has such authority.
- 4 Reservation of Rights Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution, the contents of any Work Product, and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution or similar Work Product to other parties.
- 5 Use of Logos During the term of the Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client and for the purpose of preparing and making available the Work Product to Client.
- 6 Confidential Information Each party acknowledges and agrees that in providing the Solution and the Advisory Services, each party, as the

case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, the Work Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the disclosing party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that each party shall be permitted to comply with any and all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information (including the Work Product) for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business days following such request, to the extent legally permissible. Confidential Information excludes information (a) that is or becomes generally available to the public through no fault of the receiving party, (b) that is rightfully received by the receiving party from a third party without limitation as to its use, or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of the Agreement, each party will return to the disclosing party all Confidential Information of the disclosing party, provided, however that Brycer may retain a copy of such Confidential Information of Client to comply with applicable law or a bona fide record retention policy. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith, except for the purposes set forth in the Agreement.

- 7 Brycer Warranty Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into the Agreement and provide the Solution to Client pursuant to the Agreement.
- 8 Disclaimer All information, as well as all conclusions as to the condition of any testing site, entered into Brycer's database or submitted in connection with the Advisory Services is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS, INCLUDING IN CONNECTION WITH THE PREPARATION AND PROVISION OF THE ADVISORY SERVICES, WHICH ARE MADE IN RELIANCE UPON SUCH INFORMATION. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION, THE ADVISORY SERVICES OR THE WORK PRODUCT OR ANY OTHER INFORMATION OR THE CONTENTS THEREIN AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF**

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS, ON A SEVERAL AND NOT JOINT BASIS, CLIENT FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7.

- 9 **LIMITATION ON DAMAGES.** BRYCER, ON A SEVERAL AND NOT JOINT BASIS, SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED. BRYCER'S SHALL BE NOT LIABLE FOR ANY NON-COMPLIANCE, PENALTIES OR OPERATIONAL DISRUPTIONS RESULTING FROM CLIENT'S FAILURE TO (A) STAY INFORMED AND IN COMPLIANCE WITH, (B) PROVIDE BRYCER TIMELY UPDATES OF APPLICABLE RULES REGULATIONS OR ORDINANCES, OR (C) ACT IN ACCORDANCE WITH THE APPLICABLE RULES, REGULATIONS OR ORDINANCES, OR IN ACCORDANCE WITH THE CONCLUSIONS SET FORTH IN ANY TEST OR WORK PRODUCT, WHICH MAY AFFECT THE SOLUTION OR THE ADVISORY SERVICES (INCLUDING THE WORK PRODUCT) PROVIDED HEREUNDER.
- 10 **Risks Inherent to Internet** Client acknowledges that (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for (1) errors in the Solution and the Work Product resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives (including without limitation, BAGLP for the provision of the Advisory Services hereunder), (2) any version of the Solution other than the then-current unmodified version provided to Client, (3) Client's failure to timely or correctly install any updates to the Client Access Software, (4) problems caused by connecting or failure to connect to the Internet, (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements, (6) nonconformities resulting from or problems to or caused by non-Brycer products or services, or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
- 11 **Indemnity** Brycer, severally and not jointly (the "Indemnifying Party"), will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) arising from Brycer's breach of the Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of the Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and

information included in the Solution or described in the Work Product, is not responsible for any such data or information, and makes and may assess or make any suggestions or recommendations in the Work Product solely in reliance on such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer (individually or collectively) by a third party in connection with Client's or an Authorized User's use of the Solution or the contents of the Work Product, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.

- 12 **Breach** Brycer shall have the right to terminate or suspend the Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of the Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
- 13 **Illegal Payments** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
- 14 **Beneficiaries** There are no third party beneficiaries to the Agreement.
- 15 **Force Majeure** No party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay.
- 16 **Notices** All notices required in the Agreement shall be effective (a) if given personally, upon receipt, (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained, (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing, or (d) if delivered by a nationally recognized overnight courier service, one business day after delivery.
- 17 **JURISDICTION AND VENUE** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
- 18 **Attorneys' Fees** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable

attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding

- 19 Entire Agreement The Agreement, including these Terms and Conditions which are hereby incorporated by reference, sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written
- 20 Amendment The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of all parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile

and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument

- 21 Expiration The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement
- 22 Separation of Services Client acknowledges and agrees that each of Brycer and BAGLP are separate and distinct entities, each providing its respective services under the Agreement independently of the other. Each of Brycer and BAGLP shall be solely responsible for the performance, quality and delivery of the services it provides, as well as for any obligations, liabilities or claims arising out of or relating to its respective services. Neither Brycer nor BAGLP shall be liable for the services performed or obligations undertaken by the other, and no joint liability shall arise as a result of their respective roles under the Agreement

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day, 365 days per year, during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond all to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511.

Brycer will assign Client a dedicated customer representative with direct access to their email and work number.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/6/2026
REPORTS AND RECOMMENDATIONS	Fire Chief to Provide an Update on 2026 EMS/Ambulance Transport Revenue	ITEM NUMBER G.10.
The attached memorandum was presented to the Finance Committee at its September 22nd meeting. It provides an update on: • The City's 2026 EMS/ambulance transport revenue, following the transition to a new third-party billing firm which occurred in December 2025 and the actions • Actions taken by the Fire Department and Finance Department staff to address issues created because of failures by the previous ambulance billing firm • Recommendations moving forward		
COUNCIL ACTION REQUESTED Motion to accept the report and place on file.		

Fire: JCM



Office of the
Fire Chief James C. Mayer
Director of Finance & Treasurer Danielle Brown



To: City of Franklin Finance Committee
Date: September 16, 2026
Subject: EMS/Ambulance Transport Revenue Update

In the Quarter 1 2026 Financial Report that was presented at the August 12, 2026 Finance Committee meeting, lower-than-anticipated ambulance revenues were identified. This memorandum will provide updates as to the cause of these lower revenues and the steps that staff have taken to recover and increase ambulance revenues as the year progresses.

Background

In August 2025, after noting a drastic increase in billing errors, extremely long invoice processing times, lower than expected revenues and poor customer service over the course of 2024 and 2025, the City of Franklin severed its relationship with third-party billing firm EMS Management Consultants (EMS|MC). EMS|MC discontinued billing services for City of Franklin on November 30, 2025. A “wind down” period, where EMS|MC was to continue providing service to process payments, answer patient questions, and service accounts ended on May 31, 2026.

When the EMS|MC wind down period ended, a significant amount of information and documentation was transferred to the City of Franklin Fire and Finance Departments that our staff have been working to review and organize over the last three months. While this has raised a number of questions and concerns, it has also provided additional insight into some of the challenges we experienced during our time with EMS|MC and why we choose not to stay with them as our ambulance billing company.

As we have gone through the materials, we have identified checks that were received in April and May but were never cashed during our wind down period, as well as numerous accounts that appear to have had little or no billing activity. Our records indicate there are accounts dating as far back as 2019 through November 30, 2025, that may never have been billed. Given that we are dealing with more than 3,000 calls annually, the volume of accounts requiring review is substantial. In many of the files provided to us, there are patient accounts showing no balance because EMS|MC either wrote the accounts off or did not complete the billing process.

At this point, City of Franklin staff do not have the qualifications or certifications in medical billing necessary to independently bill patients or insurance companies. There are also strict timely filing requirements that vary by insurance carrier. Some require claims to be submitted within three months, while others allow up to a year. If these claims are not properly submitted within the applicable timeframe, there may no longer be an opportunity to recover those funds from the insurance carrier.

There is also great concern about the public’s perception surrounding these unresolved accounts. We have been able to address and reassure several residents individually, but there is

understandably confusion and concern about whether bills are being processed appropriately, whether insurance companies are receiving the necessary information, and whether residents could ultimately be sent to collections. There have been several residents who have been placed in collections by EMS|MC that staff have found to be paid in full and should never have been placed in collections. These are currently being reviewed and rectified by City of Franklin staff members.

The Fire Department and Finance staff have been addressing individual resident concerns by phone and, when necessary, in person. Cathy and Cheryl have done a tremendous job handling each case that has come forward, but the volume and complexity of this work is becoming increasingly difficult to sustain alongside their regular responsibilities. A comprehensive review of every account dating back to 2019 would likely require one, if not two, full-time employees dedicated solely to this effort.

Current Actions

The Fire Department, Finance Department, and city legal counsel have met twice to develop action plans addressing the issues created by EMS|MC and to discuss potential recourse against the billing firm. Our current priorities consist of:

- Focusing staff time and resources on assisting residents who contact the city with ambulance billing questions or concerns, ensuring excellent customer service and rebuilding trust.
- Processing legacy payments as they continue to arrive, including the 26 individuals who are on monthly payment plans previously established by EMS|MC.
- Conducting an audit of all accounts sent to collections by EMS|MC to confirm that each referral was justified. This includes over 1,000 files. Reviews have begun with the most recently added.
- Document all findings from our internal review to preserve information for any potential future legal action.
- Evaluating options to legally fulfill requests for protected patient medical records for EMS transports provided during the years where EMS|MC and their predecessor firms were responsible for records requests. This may involve contracting an outside firm.

We have consulted with other municipalities that have terminated their contracts with EMS|MC and experienced similar issues; none have pursued legal action to date. Both attorneys Fleming and Lucchesi have evaluated the situation and attempted to identify possible legal pathways. However, given the extensive forensic accounting required and the fact that any action would need to be filed in federal court, the potential return on investment is uncertain.

Recommendations

Since taking over ambulance billing, Digitech LLC has performed extremely well, collecting \$748,354 through July 2026 with monthly revenues continuing to rise. City staff have invested significant time in addressing issues left by the previous billing firm and ensuring our processes with Digitech meet community needs and secure proper reimbursement moving forward.

Given the challenges uncovered during EMS|MC's wind down, our inability to perform ambulance billing internally, and strict insurance filing deadlines, staff recommends continuing the action items above to recover remaining revenue, maximize results with Digitech, write off uncollectible EMS|MC balances, and maintain documentation for any potential future legal options.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/6/2026
REPORTS AND RECOMMENDATIONS	Request Council Approval to purchase two Stryker Xpedition Powered Stair Chairs using funding from EMS Supply Budget and Act 102 Grant Funding.	ITEM NUMBER G.11.
Background: The fire department is looking to replace two of our current Ferno mechanical stair chairs that are over 15 years old with the new Stryker Xpedition Powered Stair Chairs to be placed on two of our three front line paramedic ambulances with the third coming on our new ambulance build in 2028. The purchase of these Stryker Xpedition Powered Stair Chairs would significantly improve our firefighter/paramedic and patient safety during Emergency Medical Service (EMS) calls, particularly when moving patients to and from homes with stairs. The powered track system allows our firefighter/paramedics to guide and control the patient up or down stairs without manually lifting and carrying the patient's full weight. This reduces the physical strain placed on our firefighter/paramedics' backs, shoulders, and joints and can help reduce the risk of lifting-related injuries. With a 500-pound safe working load, the Stryker Xpedition Powered Stair Chair provides additional capability for larger patients while reducing the need for multiple firefighter/paramedics to manually carry a patient. Its wider seat also improves patient comfort and stability during movement while the chair's reduced tip-back angle keeps the patient in a more upright and secure position while navigating stairs, reducing the physical effort required from the crew. Integrated LED lighting further improves visibility when operating in dark stairways, basements, and hallways. Having two Stryker Xpedition Powered Stair Chairs available would provide greater operational capacity and ensure crews have immediate access to powered stair-transport equipment on our front-line paramedic ambulances. Most importantly, the chairs provide a safer alternative to manually carrying patients up and downstairs, helping reduce firefighter/paramedic fatigue and the potential for back and musculoskeletal injuries while improving patient movement and care. Overall, the Stryker Xpedition Powered Stair Chairs provides a safer, more efficient method of moving patients through residential stairways while helping protect the firefighter/paramedics responsible for their care. Financial Note: We have worked with Stryker to reduce the cost of each Stryker Xpedition Powered Stair Chair to \$14,824.37 from an original cost of \$19,069.87 and saving us a total of \$8,491, while also beating the price increase that is quickly approaching their next fiscal year. With approval, funds would be taken out of designated budget lines EMS Supplies: (01-0221-53) and Act 102 Operating Supplies (20-0221-5329-7085) for two Stryker Xpedition Powered Stair Chairs; one out of each budget line.		
COUNCIL ACTION REQUESTED Request Council Approval to purchase two Stryker Xpedition Powered Stair Chairs using funding from EMS Supply Budget and Act 102 Operating Supplies.		



Xpedition Stair Chair (2)

Quote Number: 11373450

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: FRANKLIN FIRE DEPT

Rep:

Alex Yde

Attn:

Email:

alex.yde@stryker.com

Phone Number:

Quote Date: 09/16/2026

Expiration Date: 12/20/2026

Delivery Address

Name: FRANKLIN FIRE DEPT
Account #: 20138844
Address: 8901 W DREXEL AVE
FRANKLIN
Wisconsin 53132-9725

Sold To - Shipping

Name: FRANKLIN FIRE DEPT
Account #: 20138844
Address: 8901 W DREXEL AVE
FRANKLIN
Wisconsin 53132-9725

Bill To Account

Name: FRANKLIN FIRE DEPT
Account #: 20138844
Address:

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	625705550001	6257 XPEDITION MID CONFIG	1	\$14,332.56	\$14,332.56
2.0	650707000002	KIT, ALVARUM BATTERY, SERVICE	1	\$587.50	\$587.50
3.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$840.50	\$840.50
4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$19.50	\$19.50
Equipment Total:					\$15,780.06

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SSC-SSC	TR-SYK STR CHR TO SYK STR CH	1	-\$1,000.00	-\$1,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$44.31
Grand Total:	\$14,824.37



Xpedition Stair Chair (2)

Quote Number: 11373450

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version:

1

Division:

Medical

Prepared For:

FRANKLIN FIRE DEPT

Rep

Alex Yde

Attn:

Email

alex.yde@stryker.com

Phone Number:

Quote Date: 09/16/2026

Expiration Date: 12/20/2026

Comments:

Franklin FD Quote for 2 Xpedition Provides -
\$4,245.50 additional discount over SAVVIK Pricing
Per Xpedition Chair

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Purchase Order Form

stryker

Account Manager : Alex Yde

Purchase Order Date : 09-21-2026 12:26:00 -0400

Cell Phone :

Expected Delivery Date :

Stryker Quote Number : 113734500

Customer PO Number : 0

Bill To	Customer # : 20138844
Company Name :	FRANKLIN FIRE DEPT
act or Department :	
Street Address :	8901 W DREXEL AVE.
Address Line 1 :	
City, ST, ZIP :	FRANKLIN, Wisconsin, 53132-9725
Phone :	

Authorized
Customer
Initials

SA

Sold To / End User	Customer # : 20138844
Company Name :	FRANKLIN FIRE DEPT
act or Department :	
Street Address :	8901 W DREXEL AVE.
Address Line 1 :	
City, ST, ZIP :	FRANKLIN, Wisconsin, 53132-9725
Phone :	

Authorized
Customer
Initials

SA

Deliver To	Customer # : 20138844
Company Name :	FRANKLIN FIRE DEPT
act or Department :	
Street Address :	8901 W DREXEL AVE.
Address Line 1 :	
City, ST, ZIP :	FRANKLIN, Wisconsin, 53132-9725
Phone :	

Authorized
Customer
Initials

SA

Description	Total
	\$14,824.37

Total : \$14,824.37

Attachment: Stryker Quote Number : 113734500

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Purchase Order Form



Accounts Payable Contact Information

Name : *Nina Cutler*

Email : *vendorinvoices@franklinwi.gov*

Phone : *414-427-7512*

Authorized Customer Signature

Name : *Shannon Anthoine*

Title : *Assistant Fire Chief*

Signature :

SL

Date :

9/21/2026



Xpedition Powered Stair Chair (1)

Quote Number. 11372551

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version. 1

Division.

Medical

Prepared For: FRANKLIN FIRE DEPT

Rep:

Alex Yde

Attn:

Email:

alex.yde@stryker.com

Phone Number:

Quote Date 09/21/2026

Expiration Date: 12/20/2026

Delivery Address

Name: FRANKLIN FIRE DEPT
Account #: 20138844
Address: 8901 W DREXEL AVE
FRANKLIN
Wisconsin 53132-9725

Sold To - Shipping

Name: FRANKLIN FIRE DEPT
Account #: 20138844
Address: 8901 W DREXEL AVE
FRANKLIN
Wisconsin 53132-9725

Bill To Account

Name: FRANKLIN FIRE DEPT
Account #: 20138844
Address: 8901 W DREXEL AVE
FRANKLIN
Wisconsin 53132-9725

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1 0	625705550001	6257 XPEDITION MID CONFIG	1	\$14,332.56	\$14,332.56
2.0	650707000002	KIT, ALVARUM BATTERY, SERVICE	1	\$587.50	\$587.50
3.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$840.50	\$840.50
4 0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$19.50	\$19.50
Equipment Total:					\$15,780.06

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SSC-SSC	TR-SYK STR CHR TO SYK STR CH	1	-\$1,000.00	-\$1,000.00

Price Totals:

Estimated Sales Tax (0.000%).	\$0.00
Shipping and Handling:	\$44.31
Grand Total:	\$14,824.37



Xpedition Powered Stair Chair (1)

Quote Number: 11372551

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version:

1

Division:

Medical

Prepared For:

FRANKLIN FIRE DEPT

Rep:

Alex Yde

Attn:

Email:

alex.yde@stryker.com

Phone Number:

Quote Date: 09/21/2026

Expiration Date 12/20/2026

Comments:

Franklin FD Quote for 2 Xpedition Provides -
\$4,245.50 additional discount over SAVVIK Pricing
Per Xpedition Chair

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html

Purchase Order Form



Account Manager : Alex Yde

Purchase Order Date : 09-21-2026 12:23:00 -0400

Cell Phone :

Expected Delivery Date :

Stryker Quote Number : 11372551

Customer PO Number : 0

Bill To	Customer # : 20138844
pany Name	FRANKLIN FIRE DEPT
act or Department	
Street Address	8901 W DREXEL AVE
Add'l Address Line	
ty, ST, ZIP	FRANKLIN, Wisconsin, 53132-9725
Phone	

Authorized
Customer
Initials

SA

Sold To / End User	Customer # : 20138844
pany Name	FRANKLIN FIRE DEPT
act or Department	
Street Address	8901 W DREXEL AVE
Add'l Address Line	
ty, ST, ZIP	FRANKLIN, Wisconsin, 53132-9725
Phone	

Authorized
Customer
Initials

SA

Deliver To	Customer # : 20138844
pany Name	FRANKLIN FIRE DEPT
act or Department	
Street Address	8901 W DREXEL AVE
Add'l Address Line	
ty, ST, ZIP	FRANKLIN, Wisconsin, 53132-9725
Phone	

Authorized
Customer
Initials

SA

Description	Total
	\$14,824.37

Total : \$14,824.37

Attachment: Stryker Quote Number 11372551

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Purchase Order Form



Accounts Payable Contact Information

Name : *Nina Cutler*

Email : *vendorinvoices@franklinwi.gov*

Phone : *414-427-7512*

Authorized Customer Signature

Name : *Shannen Anthoine*

Title : *Assistant Fire Chief*

Signature :

SL Anthoine

Date :

9/21/2026

stryker

XpeditionTM

powered stair chair

Safe. Seamless. Smooth.



Move faster. Climb higher.

When you're ascending great heights, you need power you can depend on, patients that trust your care and products that never stop improving. Xpedition, Stryker's first powered stair chair, helps get the job done easier and more effectively with increased comfort and security for both your team and the patient—because the journey is just as important as the destination.



Designed for increased safety*

- Allows caregivers to safely and ergonomically move patients up and down stairs, utilizing a powered track to help decrease the risk of caregiver injury and fatigue.
- Reduced patient tip back while on the stairs, in combination with Stryker's patient containment system, to help improve patient psychological and physical safety.
- Integrated head end and foot end lights allow caregivers to easily see the environment around them and their patients.
- Intuitive user interface and backlit buttons are designed to improve ease of operation.



Integrate with your workflow

- Maintains the same folded storage footprint as Stryker's Stair-PRO® stair chair while increasing the width of the seat pan, allowing it to fit a wider range of patient sizes.
- Stryker's Power-PRO™ 2 powered ambulance cot and Xpedition share the same universal lithium-ion battery and battery charger.
- IPX6 rating ensures durability in a wide range of environments and allows for power washability.
- Enhance visibility with an intuitive user interface, backlit indicator buttons and bright lights.
- Two "go" buttons and multiple speed options allow the caregiver to customize their approach depending on protocol and preference while powering up or down the stairs.



Enhance the care experience

- Help prevent damage to staircases with a smooth track that maintains maximum traction on stairs.
- Large wheels are ready for various terrains, easily moving through various types of environments.
- Minimal footprint on landings, with recessed lower handles, makes maneuvering in tight spaces even easier.
- When empty or loaded with equipment, single user operation allows the chair to be driven up the stairs instead of carrying it.
- Improved track ground clearance allows the chair to easily maneuver over obstacles and transition onto stairs.



More power, every step of the way

Xpedition Model 6257: specifications

Note—Safe working load includes weight of the patient, equipment and accessories.	500 pounds	227 kg
Height	37.5 inches	95.25 cm
Width	20.5 inches	52 cm
Depth	25 inches	63.5 cm
Folded depth	8 inches	20.32 cm
Foot end carry handle length	13.13 inches	33.35 cm
Minimum stair width	24 inches	60.96 cm
Minimum landing length (for U-shaped stairs)	3.28 feet	1 m
Maximum slope uphill/downhill	11.6°	8.2°
Maximum permissible slope of upper and lower landings	10°	
Maximum pitch of stairs	45°	
Maximum speed for transporting up and down stairs	71 steps/minute	

Weight

Chair	52.7 pounds	23.9 kg
Patient containment system (PCS)	1.25 pounds	0.57 kg
Battery	2.15 pounds	0.98 kg

Component weight

Footrest	1.35 pounds	0.61 kg
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Power system

Battery (650700080301)	25.6 VDC LiFePO4
Charger (650700450301)	100-240 VAC, 50/60 Hz, 1A 12-34 VDC, 5A



A legacy of trust

Working in partnership with our customers, Stryker develops technologies and devices to give first responders and hospitals more control during a critical event. Our uncompromising commitment to quality means product performance you can count on.

When an emergency strikes, we're with you. In the community, in the field and in the hospital.

Contact your local sales representative or visit [stryker.com](https://www.stryker.com)

*As compared to Stryker's Stair-PRO® and Ferno® EZGLIDE® PowerTraxx® stair chairs.

Emergency Care

This document is intended solely for the use of healthcare professionals. A healthcare professional must always rely on his or her own professional clinical judgment when deciding whether to use a particular product when treating a particular patient. Stryker does not dispense medical advice and recommends that healthcare professionals be trained in the use of any particular product before using it.

The information presented is intended to demonstrate Stryker's product offerings. A healthcare professional must always refer to operating instructions for complete directions for use indications, contraindications, warnings, cautions, and potential adverse events, before using any of Stryker's products. Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Specifications subject to change without notice.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-PRO, Stair-PRO, Xpedition, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Manufactured by:
3800 E. Centre Avenue
Portage, MI 49002 USA
P +1 269 329 2100
Toll-free +1 800 327 0770
[stryker.com](https://www.stryker.com)

Distributed in Canada by:
Stryker Canada
2 Medicorum Place
Waterdown, Ontario
L8B 1W2
Canada
Toll free 800 668 8323

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/6/2026
REPORTS AND RECOMMENDATIONS	Request Common Council Approval to allow the Fire Department to dispose of two decommissioned surplus trailers	ITEM NUMBER G-12.
The Fire Department is seeking council approval to dispose of two decommissioned equipment trailers. These trailers are both over 20 years old and were previously used to transport equipment for hazardous materials spills and confined space rescue equipment. Due to the proliferation of regional specialty emergency response teams, these trailers have not been used in several years. • Pace American; 6x12 foot enclosed single axle trailer • Dacco / Wells Cargo 25-foot tandem axle trailer The Fire Department proposes selling these items at an online municipal surplus auction site. COUNCIL ACTION REQUESTED Motion to allow the Fire Department to dispose of two decommissioned surplus trailers with any recovered funds returned to the Equipment Replacement Fund (42-0221-5811).		

Fire: JCM

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 6, 2026
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$21,425 OF APPROPRIATIONS FOR REPAIR SERVICES TO THE FLOORING IN CITY HALL	ITEM NUMBER G. 13.

Background

The flooring in portions of City Hall is original to the building and has experienced deterioration over time, including cracking and other damage. The condition of the existing flooring has become a maintenance and appearance concern in several heavily used areas of the building.

The city has obtained a quote from a reputable flooring contractor that has been utilized by the City on numerous projects over the past ten years, including work for both the Police Department and the Library. The contractor is familiar with City facilities and has an established history of providing flooring-related services to the city.

Analysis

The proposed work would address three designated areas within City Hall:

1. **City Hall Fill Stone Restoration – Lobby**
Restoration of the existing fill stone flooring in the main lobby, including addressing areas that have cracked or deteriorated.
2. **City Hall Main Restrooms – 2 Restrooms**
Replacement/restoration of flooring in the two main City Hall restrooms where the existing flooring has deteriorated.
3. **City Hall Community Room (will be done in 2027)**
Replacement/restoration of the flooring in the Community Room, which is frequently used public and meeting space.

Fiscal Note

The city has received a quote in the amount of \$21,425 for the proposed work.

A budget amendment is necessary to appropriate the funding required for the project. The proposed funding source is excess fund balance in the Capital Outlay Fund.

The Director of Finance recommends approval of the budget amendment, subject to confirmation of the available funding source and final project cost.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2026-_____, an Ordinance to amend Ordinance 2025-2712, an Ordinance Adopting the 2026 Annual Budget for the Capital Outlay Fund to Provide \$21,425 of Appropriations for Repair Services to the Flooring in City Hall.

Roll Call Vote Required

Maintenance – JC / Mayor

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 CAPITAL
OUTLAY FUND TO PROVIDE \$21,425 OF APPROPRIATIONS FOR REPAIR SERVICES
TO THE FLOORING IN CITY HALL

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

WHEREAS, the City of Franklin City Hall was constructed with the existing flooring in place, and portions of the flooring are original to the building; and

WHEREAS, portions of the existing flooring have experienced cracking, deterioration, and general wear over time; and

WHEREAS, the City has identified three designated areas of concern requiring restoration and/or replacement, including the City Hall lobby fill stone, the two main City Hall restrooms, and the City Hall Community Room; and

WHEREAS, the condition of the flooring in these areas has become a maintenance and appearance concern, particularly in areas that are regularly utilized by City employees, residents, and other members of the public; and

WHEREAS, the City obtained a quote from a reputable contractor for the proposed flooring restoration and replacement work; and

WHEREAS, the contractor has been utilized by the City on numerous projects over approximately the past ten years, including flooring-related work for the Franklin Police Department and Franklin Public Library; and

WHEREAS, based upon the condition of the existing flooring and the City's ongoing maintenance needs, it is in the City's interest to address the identified areas at this time rather than defer the necessary work and potentially incur additional repair or replacement costs in the future; and

WHEREAS, the total cost of the proposed work is \$21,425, as reflected in the quotes received by the City; and

WHEREAS, the 2026 Annual Budget does not currently contain sufficient appropriations for the proposed work and must therefore be amended to provide the necessary funding; and

WHEREAS, the funding source for this budget amendment shall be existing fund balance; and

WHEREAS, the Common Council finds that the proposed restoration and replacement of the identified City Hall flooring is necessary to maintain the City's facilities and provide safe, functional, and appropriate public and employee-use spaces.

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

Section 1 That the 2026 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund

Municipal Buildings	Building Improvements	Increase	\$21,425
---------------------	-----------------------	----------	----------

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

N89 W14260 Patrita Drive, Menomonee Falls, WI 53051 – Ph: 262-437-9300 – Email: lippert@lipperttile.com

Pursuant to our recent conversation concerning the Floor Restoration for the City of Franklin, referred further here as "Client", we submit the following proposal for your approval and acceptance on the listed terms and conditions.

LOCATION: This agreement shall cover the portions of the buildings described in the Service Specifications.

DUTIES: We agree to perform the labor and work as outlined in the enclosed specifications.

PERFORMANCE: We will furnish at our expense all labor, supervision, materials and equipment necessary in the performance of this work in accordance with our proposal. It is understood that we are independent labor Contractor and all work performed by us is under our supervision, direction and control. Should performance of this agreement or any part thereof be prevented or delayed due to any cause beyond the control of the parties, including but not limited to strikes, riots, civil disorders, act of God, etc., the party so affected shall be excused from performance to the extent that it is so prevented or delayed.

PERFORMANCE GUARANTEE: Lippert Flooring and Tile warrants that the Services provided will be performed with the degree of skill and care observed by IICRC training standards and that our performance will reflect our professional knowledge, skill and judgment. Lippert Flooring and Tile will use due care to avoid damage to property. Our work shall be performed in compliance with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards. Lippert Flooring and Tile will work to keep client concerns to a minimum, and will respond to all concerns quickly and professionally.

EMPLOYEE BACKGROUND CHECKS: Lippert Flooring and Tile's standard criminal background checks (WICCAP), employment reference checks, and E-Verify (E-Verify is the best means available for determining legal employment eligibility of new hires and the validity of Social Security Numbers) are completed before an employee is hired. Employees providing any service to any medical facilities will have completed all required OSHA trainings. Should additional employee training, specialized background checks, or pre-employment medical requirements be requested after this agreement, any added costs will be the responsibility of the requestor.

FLOOR, CARPET AND UPHOLSTERY MAINTENANCE CARE: The methods and materials employed by Lippert Flooring and Tile will not cause any damage to any floor covering or furniture which is in satisfactory condition and free from defects at the time of the performance of work by Lippert Flooring and Tile. Accordingly, it will be conclusively presumed that any damage to any floor covering or furniture which may appear after or because of the performance of its work hereunder by Lippert Flooring and Tile will be due solely to pre-existing defects in or other unsatisfactory conditions of the floor covering and furniture. Lippert Flooring and Tile shall not be responsible for such damage, unless the same has been caused by the negligence of the employees of the Company.

It is the prime objective of Lippert Flooring and Tile to obtain maximum quality results. However, certain conditions such as fading, wear, dry rot, animal, human, other stains and spots, moth damage, and other types of damage are sometimes present in floor coverings and upholstered furniture. These conditions cannot always be remedied. While Lippert Flooring and Tile will attempt to correct these conditions consistent with the preservation of the floor covering and/or furniture, it reserves the right to discretionally determine the materials and methods to be used with respect to such conditions.

PAYMENT TERMS: Lippert Flooring and Tile will invoice monthly for completed work. Client agrees to pay invoice within thirty (30) days of the date of the invoice. All sums not paid when due shall bear interest at the rate of 5% per month. All costs of collection, including reasonable attorney's fees, shall be paid by Client.

THIS AGREEMENT IS APPROVED AND ACCEPTED IN ITS ENTIRETY.

Lippert Flooring and Tile

City of Franklin

By: _____
Elias Shanine

By: _____
Joe Chitko

LIPPERT ♦ FLOORING ♦ AND ♦ TILE

Full Service Flooring Contractor Since 1949

N89 W14260 Patrila Drive, Menomonee Falls, WI 53051 – Ph: 262-437-9300 – Email: lippert@lipperttile.com

THE ABOVE ESTIMATE IS SUBMITTED SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK HEREOF

Pursuant to our recent conversation concerning the Floor Restorations for the City of Franklin, referred further here as "Client", we submit the following proposal for your approval and acceptance on the listed terms and conditions.

LOCATION: This agreement shall cover the portions of the buildings described in the Service Specifications.

DUTIES: We agree to perform the labor and work as outlined in the enclosed specifications.

PERFORMANCE: We will furnish at our expense all labor, supervision, materials and equipment necessary in the performance of this work in accordance with our proposal. It is understood that we are independent labor Contractor and all work performed by us is under our supervision, direction and control. Should performance of this agreement or any part thereof be prevented or delayed due to any cause beyond the control of the parties, including but not limited to strikes, riots, civil disorders, act of God, etc., the party so affected shall be excused from performance to the extent that it is so prevented or delayed.

PERFORMANCE GUARANTEE: Lippert Flooring and Tile warrants that the Services provided will be performed with the degree of skill and care observed by IICRC training standards and that our performance will reflect our professional knowledge, skill and judgment. Lippert Flooring and Tile will use due care to avoid damage to property. Our work shall be performed in compliance with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards. Lippert Flooring and Tile will work to keep client concerns to a minimum, and will respond to all concerns quickly and professionally.

EMPLOYEE BACKGROUND CHECKS: Lippert Flooring and Tile's standard criminal background checks (WICCAP), employment reference checks, and E-Verify (E-Verify is the best means available for determining legal employment eligibility of new hires and the validity of Social Security Numbers) are completed before an employee is hired. Employees providing any service to any medical facilities will have completed all required OSHA trainings. Should additional employee training, specialized background checks, or pre-employment medical requirements be requested after this agreement, any added costs will be the responsibility of the requestor.

FLOOR, CARPET AND UPHOLSTERY MAINTENANCE CARE: The methods and materials employed by Lippert Flooring and Tile will not cause any damage to any floor covering or furniture which is in satisfactory condition and free from defects at the time of the performance of work by Lippert Flooring and Tile. Accordingly, it will be conclusively presumed that any damage to any floor covering or furniture which may appear after or because of the performance of its work hereunder by Lippert Flooring and Tile will be due solely to pre-existing defects in or other unsatisfactory conditions of the floor covering and furniture. Lippert Flooring and Tile shall not be responsible for such damage, unless the same has been caused by the negligence of the employees of the Company.

It is the prime objective of Lippert Flooring and Tile to obtain maximum quality results. However, certain conditions such as fading, wear, dry rot, animal, human, other stains and spots, moth damage, and other types of damage are sometimes present in floor coverings and upholstered furniture. These conditions cannot always be remedied. While Lippert Flooring and Tile will attempt to correct these conditions consistent with the preservation of the floor covering and/or furniture, it reserves the right to discretionally determine the materials and methods to be used with respect to such conditions.

PAYMENT TERMS: Lippert Flooring and Tile will invoice monthly for completed work. Client agrees to pay invoice within thirty (30) days of the date of the invoice. All sums not paid when due shall bear interest at the rate of 5% per month. All costs of collection, including reasonable attorney's fees, shall be paid by Client.

THIS AGREEMENT IS APPROVED AND ACCEPTED IN ITS ENTIRETY.

Lippert Flooring and Tile

City of Franklin

By: _____
Elias Shanine

By: _____
Joe Chitko

LIPPERT ♦ FLOORING ♦ AND ♦ TILE

Full Service Flooring Contractor Since 1949

N89 W14260 Patrita Drive, Menomonee Falls, WI 53051 – Ph: 262-437-9300 – Email: lippert@lipperttile.com

Pursuant to our recent conversation concerning the Floor Cleaning for the City of Franklin, referred further here as "Client", we submit the following proposal for your approval and acceptance on the listed terms and conditions.

LOCATION: This agreement shall cover the portions of the buildings described in the Service Specifications.

DUTIES: We agree to perform the labor and work as outlined in the enclosed specifications.

PERFORMANCE: We will furnish at our expense all labor, supervision, materials and equipment necessary in the performance of this work in accordance with our proposal. It is understood that we are independent labor Contractor and all work performed by us is under our supervision, direction and control. Should performance of this agreement or any part thereof be prevented or delayed due to any cause beyond the control of the parties, including but not limited to strikes, riots, civil disorders, act of God, etc., the party so affected shall be excused from performance to the extent that it is so prevented or delayed.

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 10/06/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of October 6th, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of October 6th, 2026.



414-425-7500

**License Committee Agenda
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
October 6, 2026– 5:40 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Combination 2026-2027 New 5:45 p.m.	Costco Wholesale Corporation DBA Costco Wholesale #1808 Jennifer Joven, Agent 7828 S 27 th St			
Operator 2026-2027 New	Lauren Bednar Luxe/Dog Haus/Brick			
Operator 2026-2027 New	Tammy Dunn Crystal Ridge			
Operator 2026-2027 New	Anthony Mattice Luxe/Dog Haus/Brick			
Operator 2026-2027 New	Charles Moen The Landmark			
Operator 2026-2027 New	Lucas Rakow Walgreens #15020			
Operator 2026-2027 New	Ryan Wunderlich Crystal Ridge			
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 10/6/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated September 11, 2026 through October 1, 2026 Nos. 208458 through Nos. 208644 in the amount of \$ 3,138,056.21. Also included in this listing are EFT Nos. 6652 through EFT Nos. 6678, Library vouchers totaling \$ 25,944.94 and Water Utility vouchers totaling \$ 131,257.33. Voided checks in the amount of \$ (1,584.64) are separately listed.

Early release disbursements dated September 11, 2026 through September 30, 2026 in the amount of \$ 1,399,234.52 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 September 18, 2026 is \$ 490,508.72, previously estimated at \$ 526,000. Payroll deductions dated September 18, 2026 are \$ 597,696.46, previously estimated at \$ 590,000.

The net payroll dated October 2, 2026 is \$ 490,230.79, previously estimated at \$ 488,000. Payroll deductions dated October 2, 2026 are \$ 277,764.21, previously estimated at \$ 277,000.

The estimated payroll for October 16, 2026 is \$ 505,000 with estimated deductions and matching payments of \$ 600,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of October 1, 2026 in the amount of \$ 3,138,056.21
- Payroll dated September 18, 2026 in the amount of \$ 490,508.72 and payments of the various payroll deductions in the amount of \$ 597,696.46 plus City matching payments and
- Payroll dated October 2, 2026 in the amount of \$ 490,230.79 and payments of the various payroll deductions in the amount of \$ 277,764.21 plus City matching payments and
- Estimated payroll dated October 16, 2026 in the amount of \$ 505,000 and payments of the various payroll deductions in the amount of \$ 600,000, plus City matching payments.

ROLL CALL VOTE NEEDED