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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, SEPTEMBER 15, 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 1, 2026.
- D. Hearings.
- E. Organizational Mayoral Commission Appointment: Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6-Board of Water Commissioners, 5 year unexpired term expiring 09/30/30.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. 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.
 - 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 South 76th Street.
 - 3. 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.
 - 4. A Resolution to approve Amendment 13 to Task Order No. 5 in the amount of \$45,700.00 to Ruekert & Mielke, Inc.
 - 5. 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 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).
 - 6. A Resolution Authorizing the City of Franklin Fire Department to Participate in a Regional Assistance to Firefighters Grant Application for Replacement Personal Protective Equipment.
 - 7. Presentation of the Mayor’s 2027 Recommended Budget.

8. *Irish Cottage of Franklin LLC vs. City of Franklin*, Milwaukee County Circuit Court, Case No. 2026CV008008. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of September 15, 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 6	Common Council	6:30 p.m.
October 8	Plan Commission	6:00 p.m.
October 20	Common Council	6:30 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.

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
SEPTEMBER 1, 2026
MINUTES

ROLL CALL	A.	The regular meeting of the Franklin Common Council was held on September 1, 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.
RAWSON PUB PROCLAMATION	B.1.	Mayor Nelson Presented a Proclamation in Recognition of Rawson Pub for its 40 Years in Business.
CITIZEN COMMENT	B.2.	Citizen comment period was opened at 6:37 p.m. and was closed at 6:57 p.m.
MINUTES AUGUST 18, 2026	C.	Alderwoman Eichmann moved to approve the minutes of the Common Council meeting of August 18, 2026, as presented. Seconded by Alderman Hasan. All voted Aye; motion carried.
CONSENT AGENDA	G.1.	Alderman Hasan moved to approve the following consent agenda items:
RES. NO. 2026-8519 2026 DPH LPHD CONTRACT	G.1.(a)	Approve Resolution No. 2026-8519, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE GRANT AGREEMENT MODIFICATION FOR THE 2026 DPH LPHD CONSOLIDATED CONTRACT; and
RES. NO. 2026-8520 TUBERCULOSIS DISPENSARY PROGRAM	G.1.(b)	Approve Resolution No. 2026-8520, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE GRANT AGREEMENT FOR THE TUBERCULOSIS (TB) DISPENSARY PROGRAM; and
POPULATION ESTIMATE	G.1.(c)	Place on file the Wis. Dept. of Administration January 1, 2026 population estimate of 37,195.
RETAINING WALL 6860 W. WILD FLOWER CT.	G.1.(d)	Item removed per the City Engineer.
FENCE 9378 S. PARKSIDE LANE	G.1.(e)	Item removed per the City Engineer.
LIONESSE FOUNDATION DONATION	G.1.(f)	Accept a \$300.00 public donation from the Franklin Lioness Foundation and apply this to the Automated External Defibrillators (AED's) in the City of Franklin Parks Program.

Approval of all the above consent agenda items was seconded by Alderwoman Kresovic. All voted Aye; motion carried.

W PUETZ RD. PATHWAY PROJECT G.2.

Alderwoman Eichmann moved to proceed with option No. 4 to cancel the project. Seconded by Alderman Johnson. On roll call, all voted Aye. Motion carried.

RES. NO. 2026-8521
LEO COTTAGES
DEVELOPMENT
AGREEMENT G.3.

Alderman Hasan moved to adopt Resolution No. 2026-8521, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH ADVENIR AZORA DEVELOPMENT, LLC [OR AN AFFILIATE THEREOF, FRANKLIN SFR OWNER, LLC] – LEO COTTAGES 7705 S. 31ST STREET (TKN 786-9988-000), 7631 S. 31ST STREET (TKN 786-9987-000), AND 7721 S. 31ST STREET (TKN 786-9992-000) FRANKLIN, WI. Seconded by Alderwoman Kenney. All voted Aye; motion carried.

2026 ENGINEERING
DEPARTMENT UPDATE G.4.

This report is for informational purposes only. No formal action is required.

RES. NO. 2026-8522
CAR WASH 6311 S 27TH
ST G.5.

Alderman Hasan moved to adopt Resolution No. 2026-8522, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A CONDITIONAL USE FOR A CAR WASH BUSINESS USE UPON PROPERTIES LOCATED AT APPROXIMATELY 6311 S. 27TH STREET (JUSTIN BARNES, CLUB CAR WASH OPERATING, LLC, APPLICANT) (COLLEGE AVENUE ASSOCIATES, LLC, PROPERTY OWNER). Seconded by Alderman Salous. All voted Aye; motion carried.

RES. NO. 2026-8523
CONDITIONAL USE FOR
A STORAGE FACILITY
5160 W RYAN RD G.6.

Alderwoman Kresovic moved to adopt Resolution No. 2026-8523, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A CONDITIONAL USE FOR A SELF-SERVICE STORAGE FACILITY USE UPON PROPERTY LOCATED AT 5160 W. RYAN ROAD (TKN 882-9002-000), (5100, LLC, PROPERTY OWNER & APPLICANT). Seconded by Alderwoman Kenney. All voted Aye; motion carried.

RES. NO. 2026-8524
TAX INCREMENTAL
DISTRICT NO. 10
AGREEMENT G.7.

Alderwoman Eichmann moved to adopt Resolution No. 2026-8524, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX DEVELOPMENT AGREEMENT ASSIGNMENT, SUBORDINATION AND STANDSTILL AGREEMENT OF THE INCREMENTAL DISTRICT NO. 10 DEVELOPMENT AGREEMENT, BETWEEN THE CITY OF FRANKLIN, LXL PG APARTMENTS, LLC (BORROWER)

AND CIBC BANK USA (AGENT), FOR THE REDEVELOPMENT PROJECT NAMED POTH'S GENERAL (PROJECT), and to effect such developments, including the terms and provisions of said development agreements. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

- | | | |
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| CIVIC CELEBRATIONS
COMMISSION
FINANCIAL
OPERATIONS | G.8. | Aldерwoman Kresovic moved to approve to Boards, Commissions, and Committees Financial Controls Policy and the Civic Celebrations Financial and Administrative Controls Policy as presented; direct Administration and Finance to implement reasonable procedures consistent with the policies; complete the 2026 Civic Celebrations financial reconciliation; develop a methodology for identifying and budgeting the full annual City cost of the Independence Celebration; evaluate appropriate Civic Celebrations Fund balance/reserve practices and lawful collaboration with the Tourism Commission, Engage Franklin, and other partners; and return to the Common Council with any additional recommendations or approvals required before final 2027 Civic Celebrations spending authority is granted. Seconded by Aldерwoman Eichmann. All voted Aye; motion carried. |
| 2026 QUARTERLY
FINANCIAL REPORT | G.9. | Alderman Hasan moved to receive and place on file. Seconded by Aldерwoman Eichmann. All voted aye; motion carried. |
| RES. NO. 2026-8525
DESIGNATING CHECK
SIGNATURES | G.10. | Aldерwoman Kresovic moved to adopt Resolution No. 2026-8525, A RESOLUTION DESIGNATING SIGNATURES FOR CHECKS AND ORDERS PURSUANT TO SECTION 66.0607 WISCONSIN STATUTES. Seconded by Aldерwoman Kenney. All voted Aye; motion carried. |
| ORD. NO. 2026-2748
AMEND ORD. 2025-2712
PROVIDE FUNDS FOR
SOLAR INVESTMENT
TAX CREDITS | G.11. | Alderman Hasan moved to adopt Ordinance No. 2026-2748, AN ORDINANCE TO AMEND ORDINANCE 2025-2712, AN ORDINANCE ADOPTING THE 2026 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$19,500 OF CONTINGENCY APPROPRIATIONS FOR PROFESSIONAL SERVICES NECESSARY TO CLAIM THE FEDERAL SOLAR INVESTMENT TAX CREDITS. Seconded by Aldерwoman Kresovic. On roll call, all voted Aye. Motion carried. |
| RES. NO. 2026-8526
ADDITIONAL
STATEMENT OF WORK | G.12. | Aldерwoman Eichmann moved to adopt Resolution No. 2026-8526, A RESOLUTION TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE AN ADDITIONAL STATEMENT OF WORK WITH CLIFTONLARSONALLEN LLP FOR PROFESSIONAL SERVICES RELATED TO THE PREPARATION AND FILING OF THE CITY'S FEDERAL SOLAR INVESTMENT TAX |

CREDIT RETURN AND RELATED FORMS. Seconded by Alderwoman Kenney. All voted Aye; motion carried.

CLOSED SESSION
*VH PVR, LLC V. CITY OF
FRANKLIN*

- G.13. Alderman Hasan moved to enter closed session at 7:47 p.m. pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claims and litigation and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Kresovic. On roll call, all voted Aye. Motion Carried.

Mayor Nelson called a recess at 7:48 p.m.
Mayor Nelson reconvened at 7:59 p.m.

Upon reentering open session at 8:19 p.m., Alderman Hasan moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

PLEASANT VIEW
RESERVE REPAIRS
PROJECT

- G.14. No action taken.

CLOSED SESSION
CELL TOWERS
COMMUNICATIONS
FACILITIES PROVIDERS
LEASE AGREEMENTS

- G.15. Alderwoman Kresovic moved to enter closed session at 8:20 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Cell Towers Communications Facilities Providers Lease Agreements with the City of Franklin and the Franklin Water Utility, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Johnson. On roll call, all voted Aye. Motion Carried.

Upon reentering open session at 8:28 p.m., Alderman Hasan moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION
JPM ACOUSTICS
AGREEMENT

- G.16. Alderwoman Kenney moved to enter closed session at 8:30 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the Agreement Between the City of Franklin and JPM Acoustics Noise Vibration and a potential Amendment thereto, the investing of public funds and governmental actions in relation thereto, including the terms and provisions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it

deems appropriate. Seconded by Alderwoman Kresovic. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:37 p.m., Alderwoman Kenney moved to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Kenney moved to approve the following licenses of the License Committee Meeting of September 1, 2026.

Grant Extraordinary Entertainment & Special Event License pending inspections to ROC Ventures – Frost Fest 2026, Person in Charge: Carinn Hoffman, Location: 7035 S Ballpark Dr. – Franklin Field, Dates of 2026 Event: 11/19, 11/20, 11/21, 11/22, 11/25, 11/27, 11/28, 11/29, 12/3, 12/4, 12/5, 12/6, 12/10, 12/11, 12/12, 12/13, 12/17, 12/18, 12/19, 12/20, 12/21, 12/22, 12/23, 12/24, 12/26, and 12/27;

Grant New 2026-2027 Operator License to: Tiffany Burger, Cambrya Krukowski, Robin Rozinski;

Grant Temporary Class “B” Beer & Class “B” Wine License to Franklin Public Library Foundation – Author Visit with Jane Hamilton Literary Fundraiser, Person in Charge: Jennifer Loeffel, Location: Franklin Public Library – 9151 W Loomis Rd, Date of Event: 9/25/26;

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

VOUCHERS AND
PAYROLL

- I. Alderwoman Kresovic moved to approve City vouchers with an ending date of August 27, 2026 in the amount of \$1,977,759.27, and payroll dated August 21, 2026 in the amount of \$496,153.30 and payments of the various payroll deductions in the amount of \$579,227.88 plus City matching payments, and estimated payroll dated September 4, 2026 in the amount of \$486,000 and payments of the various payroll deductions in the amount of \$275,000, plus City matching payments. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Kenney moved to adjourn the meeting of the Common Council at 8:40 p.m. Seconded by Alderwoman Kresovic. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 9-15-26
ORGANIZATIONAL BUSINESS	Mayoral Board and Commission Appointment	ITEM NUMBER E.

Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6-Board of Water Commissioners, 5 year unexpired term expiring 09/30/30.

COUNCIL ACTION REQUESTED

Motion 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.

ROLL CALL VOTE

CLERKDEPT

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/15/2026
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. D. I. 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 _____

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

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 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)

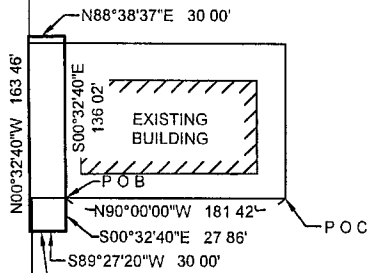
EXHIBIT _____

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 _____

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

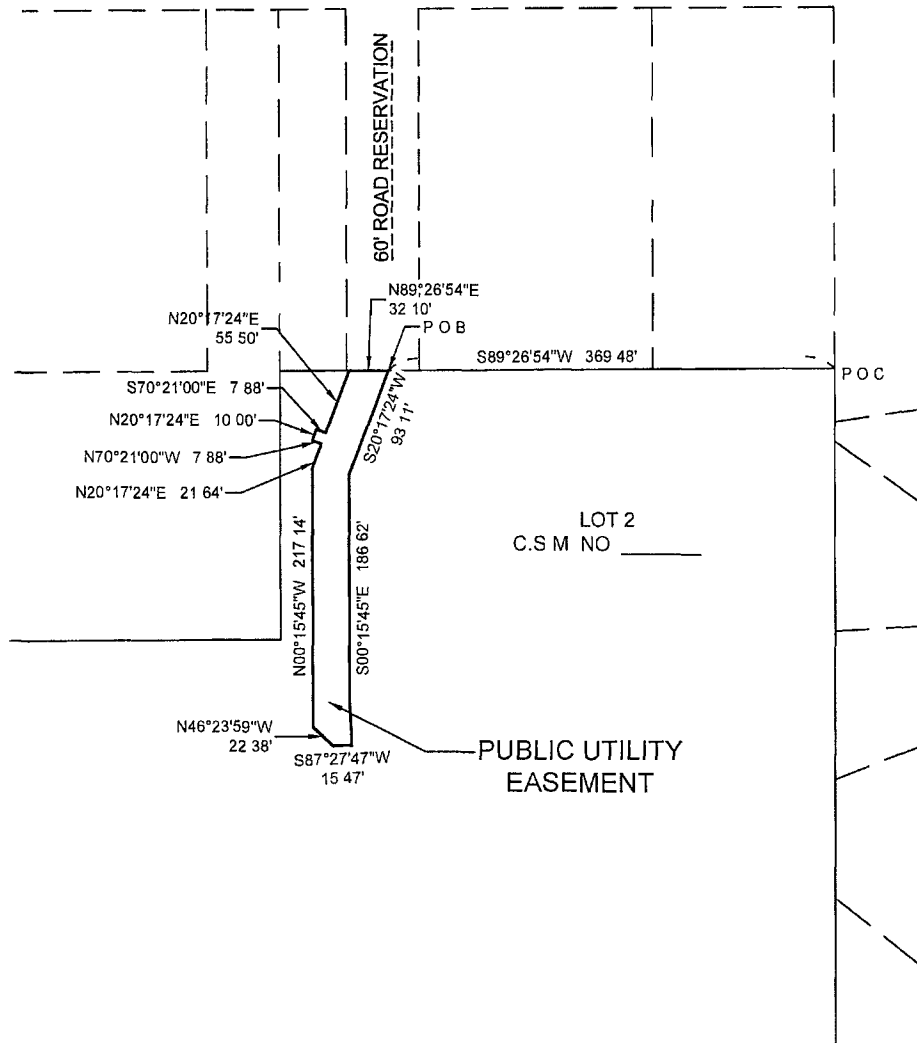


Exhibit C
Legal Description of Easement Areas

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.

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: _____

INITECH, 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 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.

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 within the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities 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

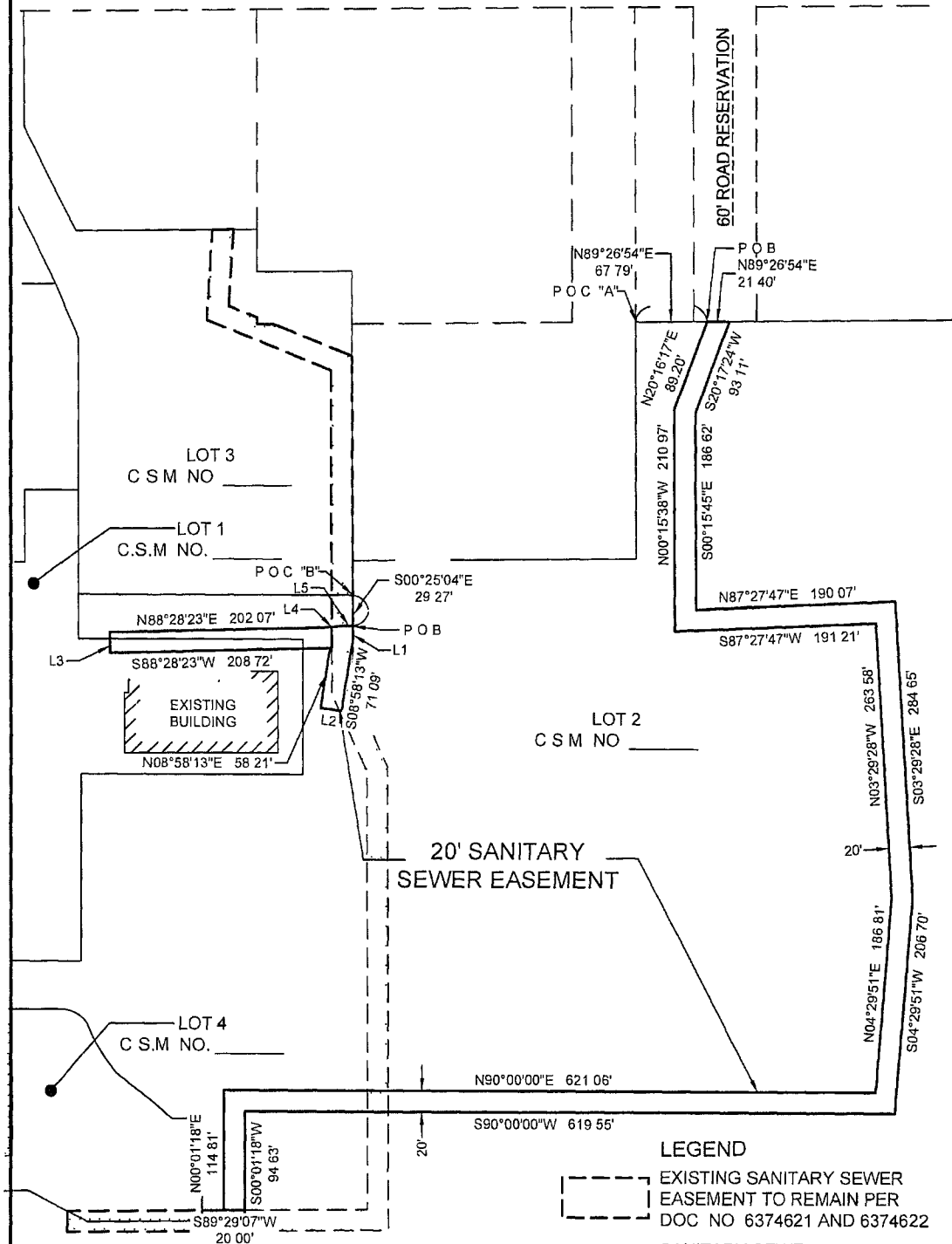
Lot 3 of Certified Survey Map No. 9770, a redivision of Lot 2, Certified Survey Map No. 8318, Outlot 1 of Certified Survey Map No. 6313, and Outlot 1 of Certified Survey Map No. 5401, all being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City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



GRAPHICAL
SCALE (FEET)
0 1"=120'

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

Date July 14, 2026
JOB #4192.30

Exhibit C

(Legal Description of Easement Area)

20' WIDE SANITARY SEWER EASEMENT

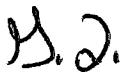
A 20' wide Sanitary Sewer Easement being part of Lot 1 and Lot 2 of Certified Survey Map No. 9770, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11632754, located in the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 5 North, Range 21 East, in the City of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

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/15/2026
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.  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 _____

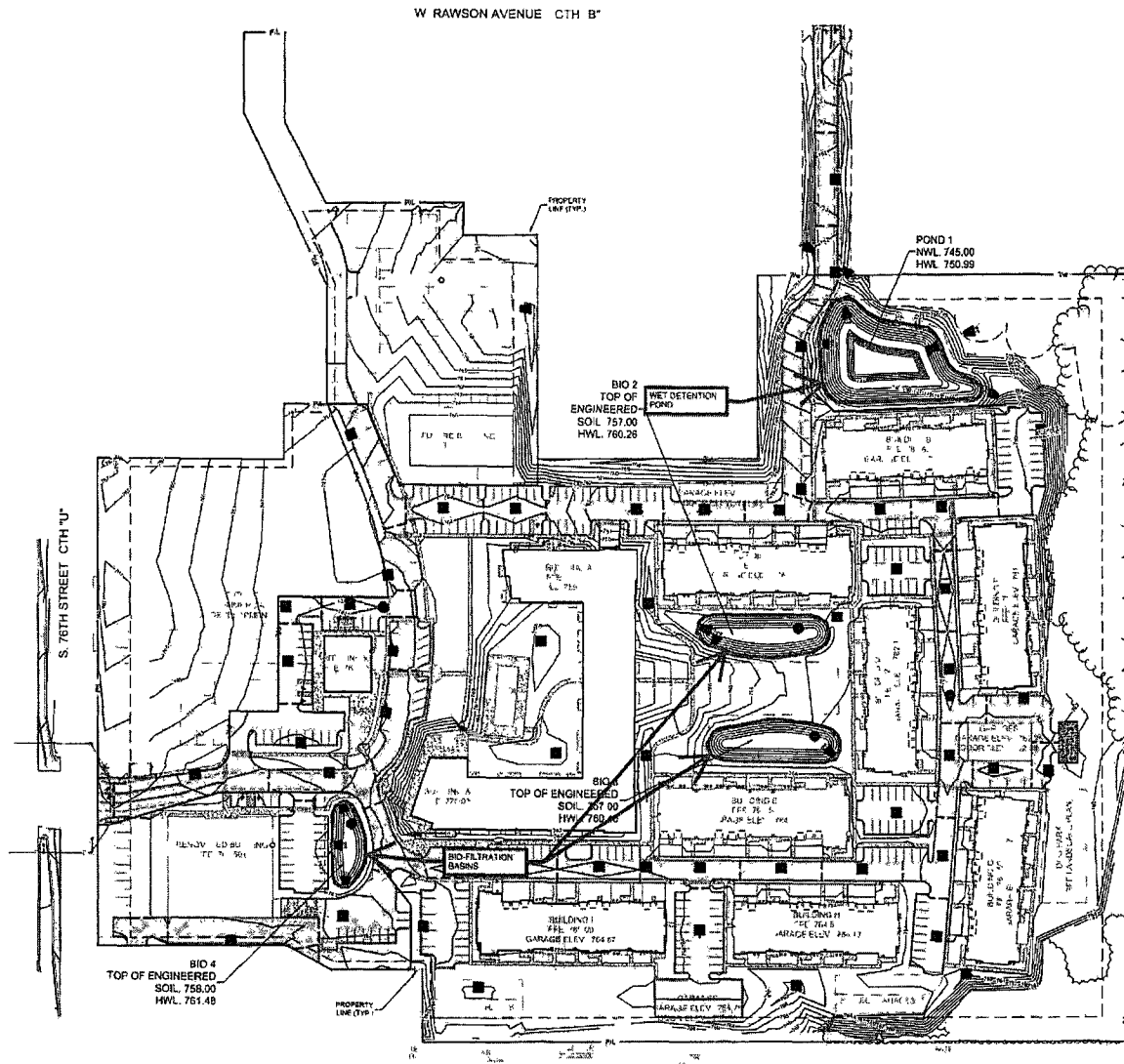
Telephone No. _____ Fax No. _____ E-mail _____

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



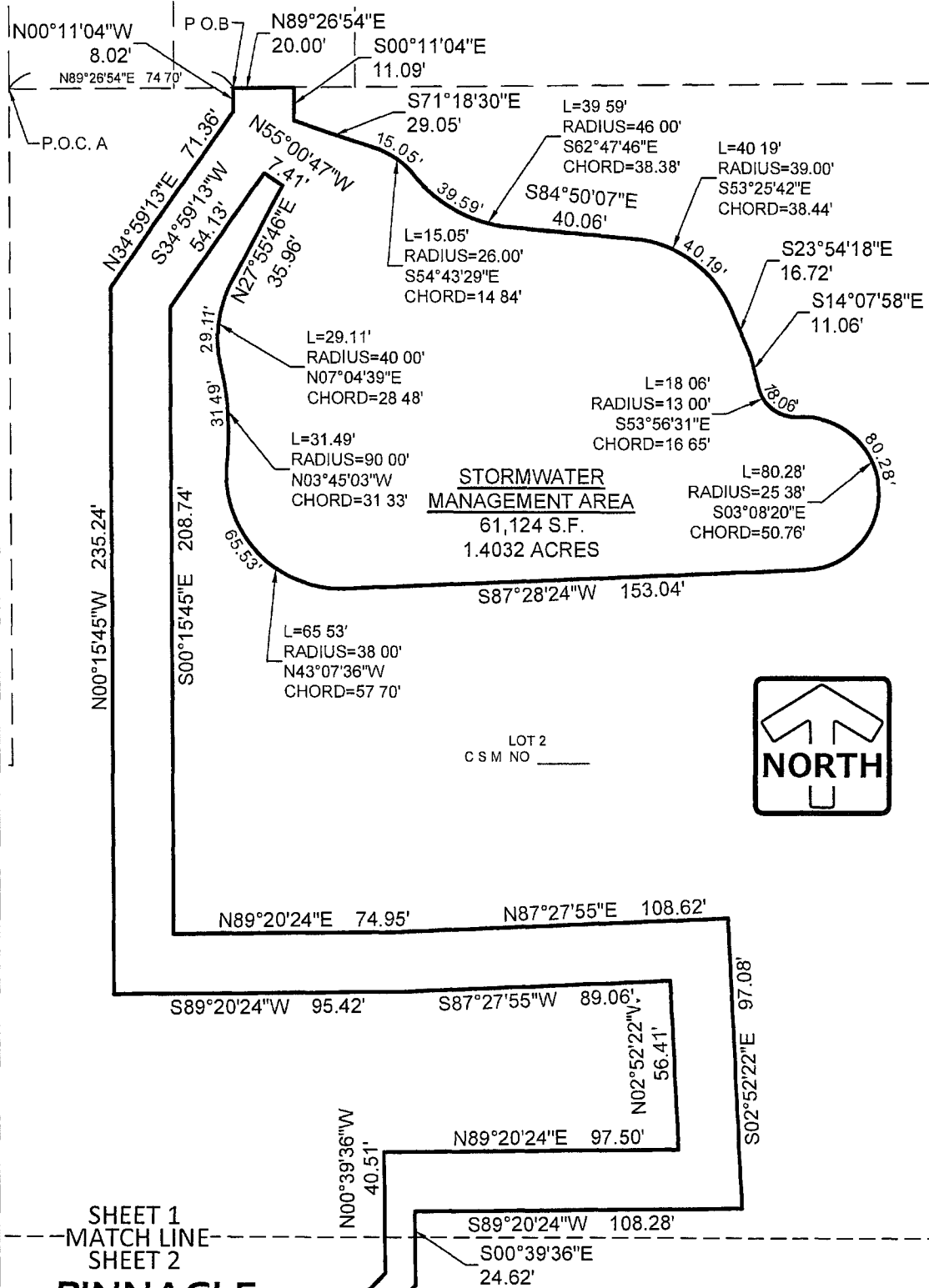
EXHIBIT

CLIENT:

Land by Label Development Co.

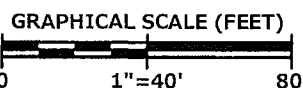
SITE ADDRESS:

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

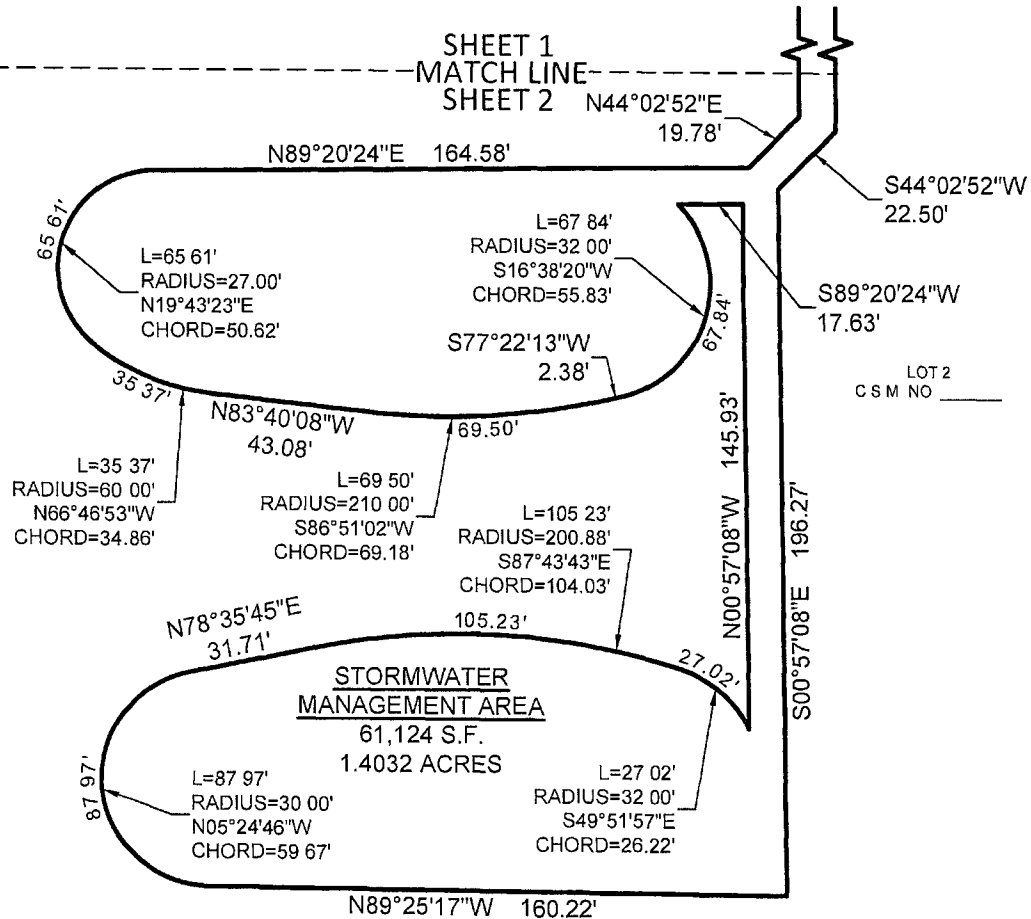


SHEET 1 OF 4
DRAFTED BY LPM
DATE MARCH 12, 2026
JOB NO 4192.30

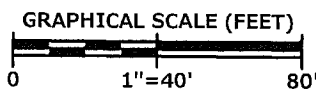
EXHIBIT

CLIENT:
Land by Label Development Co

SITE ADDRESS:
7154 S 76th St, Franklin, Milwaukee County, Wisconsin



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

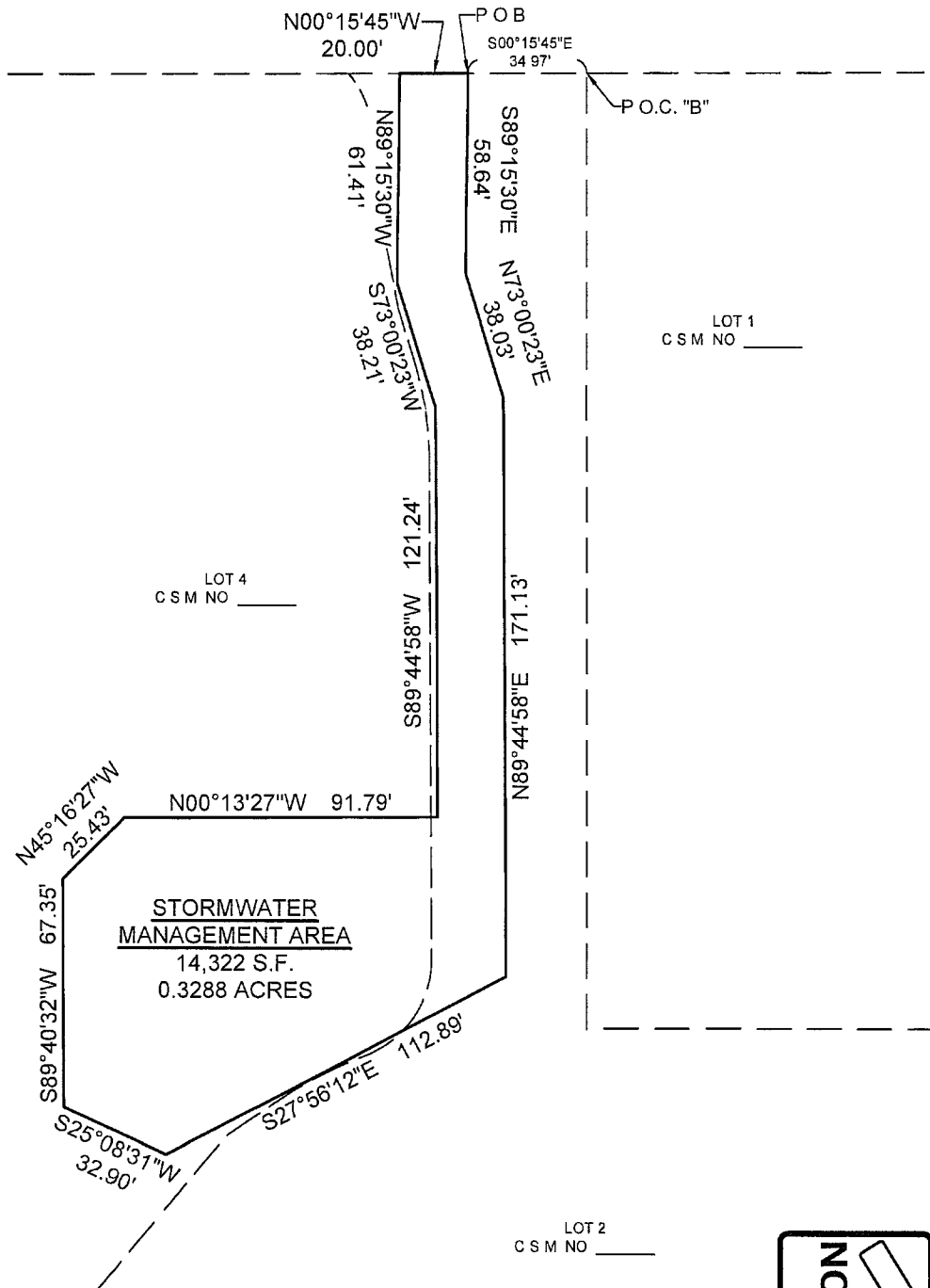
CLIENT

Land by Label Development Co

SITE ADDRESS

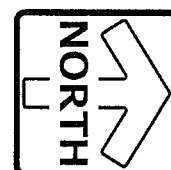
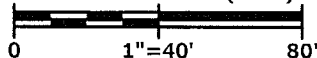
7154 S 76th St, Franklin, Milwaukee County, Wisconsin

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

GRAPHICAL SCALE (FEET)



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

EXHIBIT "C"

LEGAL DESCRIPTION OF AREA

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

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

K:\SURVEY DATA\1924\19230\SURVEY\CAD\19230 STORMWATER EASEMENT.DWG

STORM WATER MANAGEMENT
ACCESS 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

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)

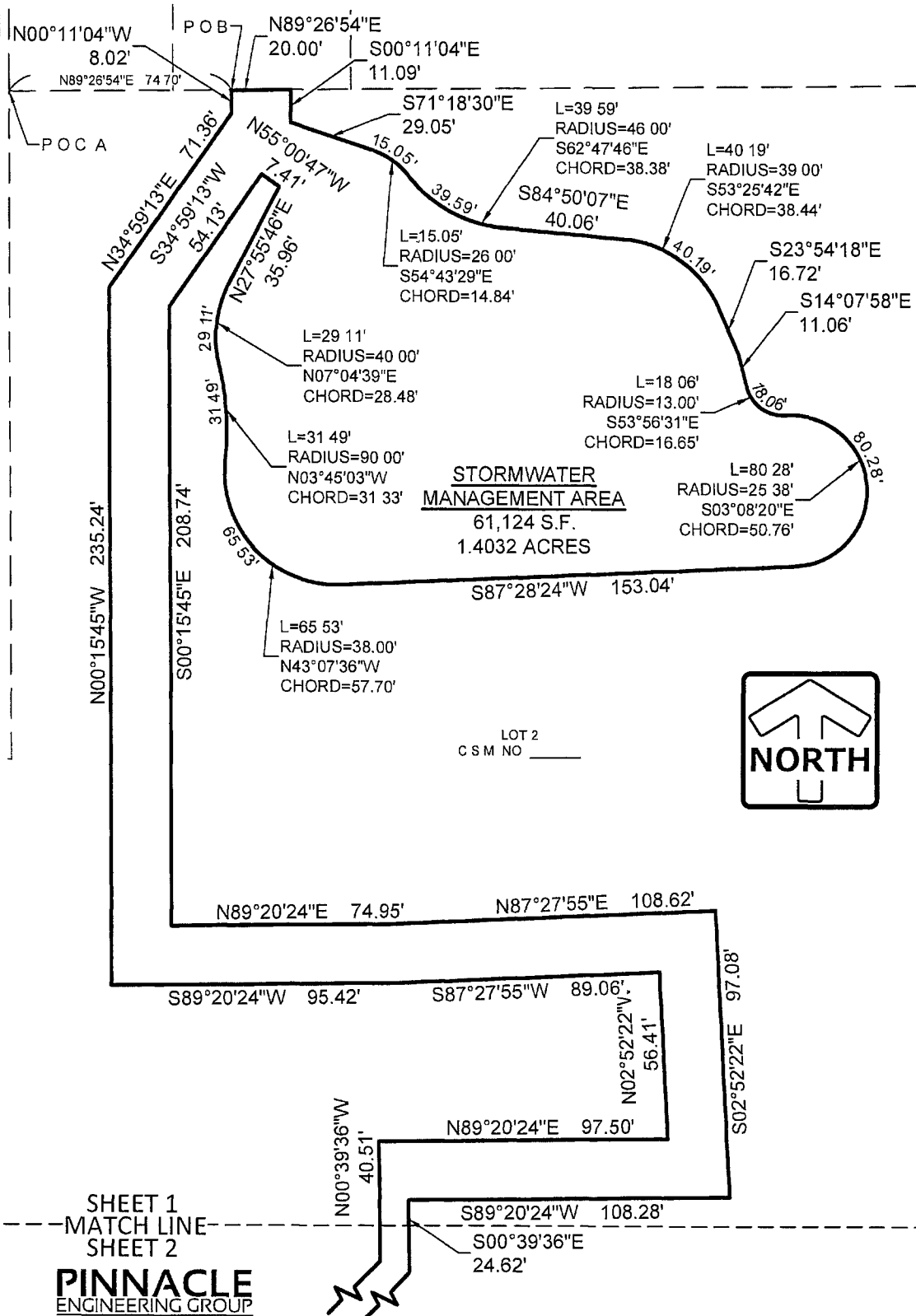
EXHIBIT

CLIENT:

Land by Label Development Co.

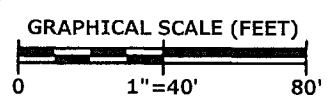
SITE ADDRESS:

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



SHEET 1
MATCH LINE
SHEET 2

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

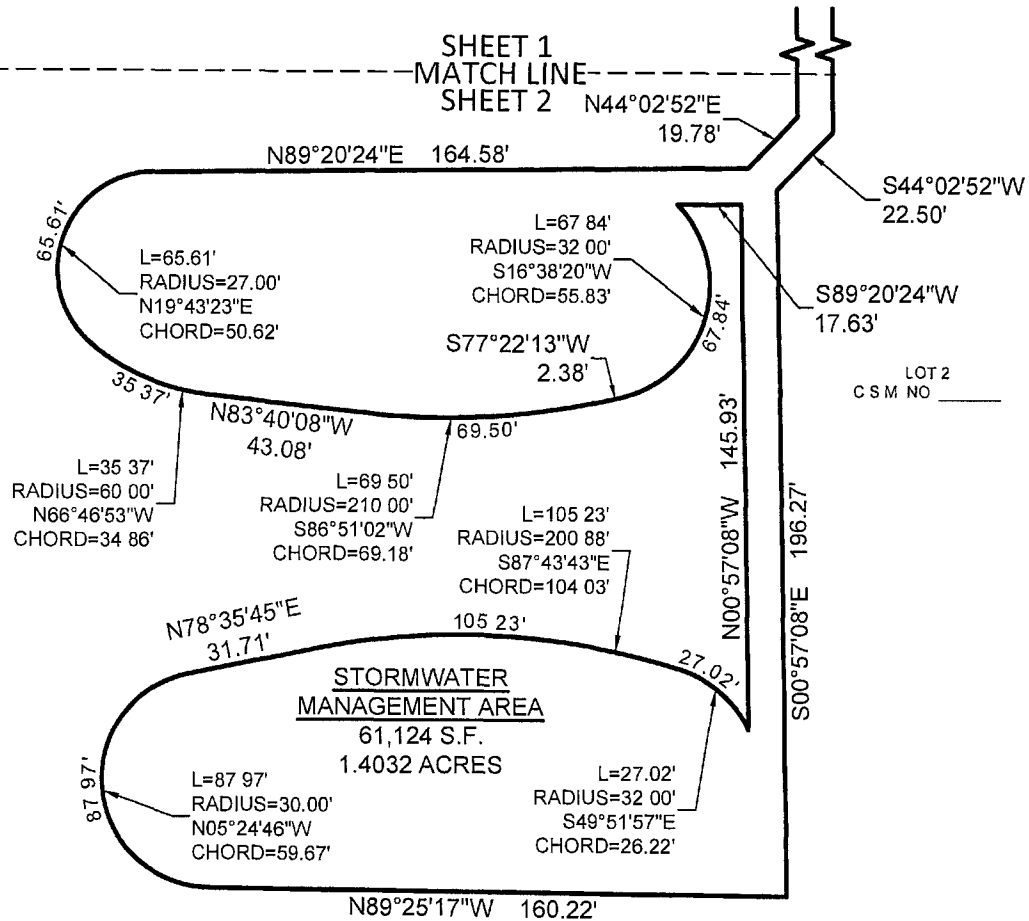
EXHIBIT

CLIENT:

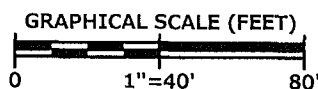
Land by Label Development Co

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

K:\SURVEY DATA\192\4192 30\SURVEY\CAD\4192 30 STORMWATER EASEMENT DWG

EXHIBIT

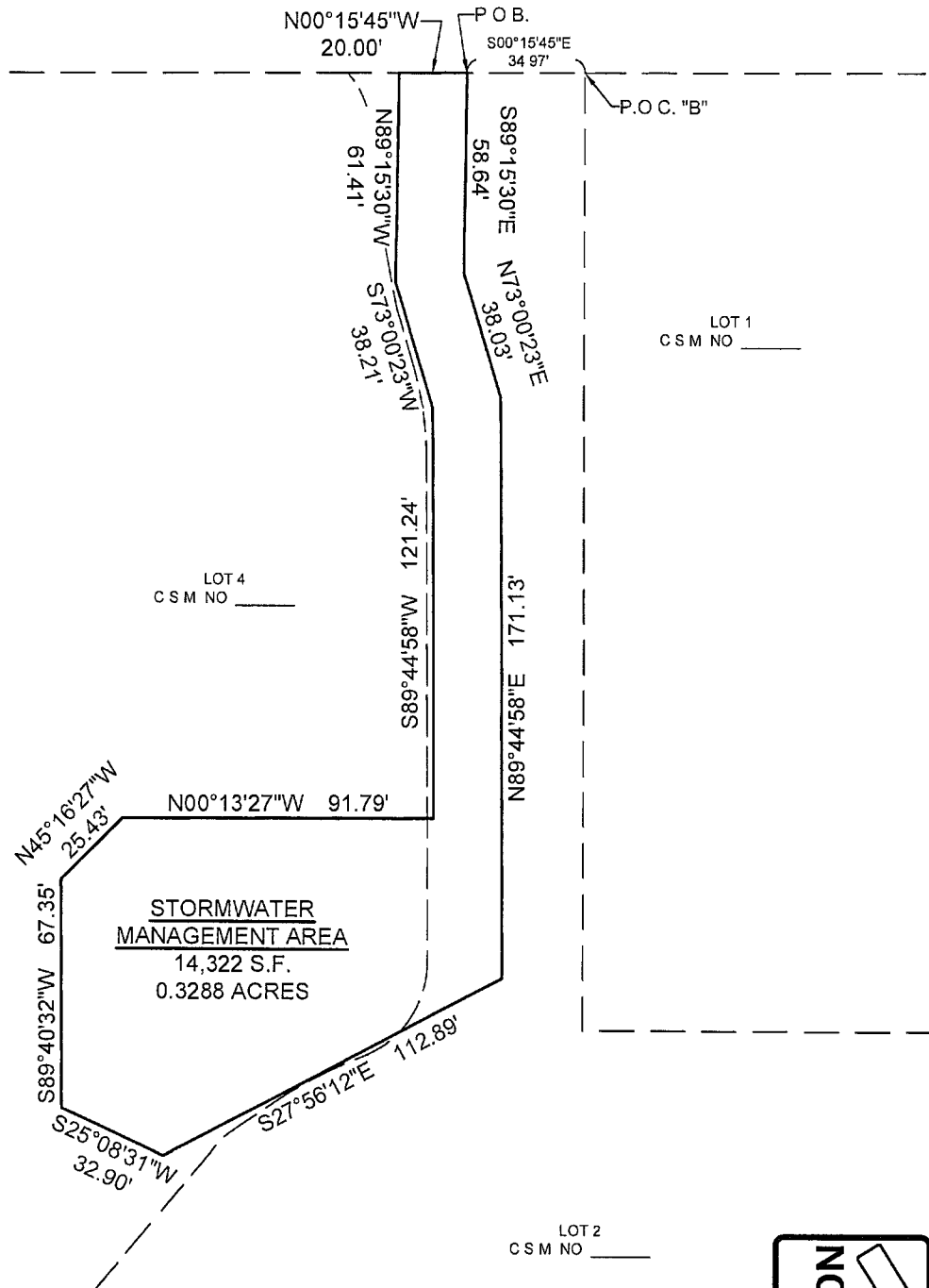
CLIENT

Land by Label Development Co

SITE ADDRESS

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

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

GRAPHICAL SCALE (FEET)
0 1"=40' 80'



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

K:\SURVEY DATA\1924\19230\SURVEY\CAD\19230 STORMWATER EASEMENT.DWG

SHEET 4 OF 4
DRAFTED BY LPM
DATE MARCH 12, 2026
JOB NO 419230

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/15/2026
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. 25.3. 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 with the developer of Poths General Development, located at 7154 South 76th Street contingent upon all potential changes to Exhibit D and others and all necessary signatures to be approved by the City Engineer, Director of Administration, Director of Finance, Director of Economic Development Director, 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 – POTH 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, Rawsone 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) Five Hundred Forty Thousand and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a 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 \$540,000, 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
Sanitary System	\$102,086
Water System	\$74,914
Storm Sewer System	N/A
Paving (including sidewalk)	\$57,000
Street Trees (x \$400/lot)	N/A
Street Lights () @ approximately \$5,000/ea.	N/A
Street Signs	N/A
Underground Electric, Gas and Telephone	N/A
Retention Basin	N/A
SUBTOTAL	\$413,769
Engineering/Consulting Services	
Municipal Services (7% of Subtotal)	\$28,964
Contingency Fund (20% of Subtotal plus additional \$14,513 to match LOC)	\$97,267
TOTAL:	\$540,000

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

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
POTHS GENERAL

ADDITIONAL DEVELOPMENT REQUIREMENTS
--

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	MEETING DATE 9/15/2026
REPORTS & RECOMMENDATIONS	RESOLUTION TO APPROVE AMENDMENT 13 TO TASK ORDER NO. 5 IN THE AMOUNT OF \$45,700.00 TO RUEKERT & MIELKE, INC.	ITEM NUMBER H.4. Ald. Dist. # 4
BACKGROUND On June 5th, 2018 the Common Council approved a contract with Ruekert & Mielke, Inc. for professional services task order related to engineering in Corporate Park, TID 8 (formerly TID 4). This amendment to their current contract includes additional services for TID 8 assistance. The additional services and modifications to their contract are in the amendment 13 documents included with this council action sheet. FISCAL NOTE The scope of services would be funded through TID 8. RECOMMENDATION Staff recommends that the Council approve Amendment 13 to Task Order No. 5 in the amount of \$45,700.00 to Ruekert & Mielke, Inc. COUNCIL ACTION REQUESTED (Optional) Motion to adopt Resolution No. 2026 - _____, a resolution to approve Amendment 13 to Task Order No. 5 in the amount of \$45,700.00 to Ruekert & Mielke, Inc.		

DOA – KH; Engineering – MNP

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2026- _____

A RESOLUTION TO APPROVE AMENDMENT 13 TO TASK ORDER NO. 5 IN THE
AMOUNT OF \$45,700.00 TO RUEKERT & MIELKE, INC.

WHEREAS, On June 5th, 2018 the Common Council approved a contract with Ruekert & Mielke, Inc. for professional services task order related to engineering in Corporate Park, TID 8 (formerly TID 4); and

WHEREAS, This amendment to their current contract includes additional services for TID 8 assistance; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to approve amendment 13 to Task Order No. 5 in the amount of \$45,700.00 to Ruekert & Mielke, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Amendment 13 to Task Order No. 5 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 _____

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

- 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

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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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

Exhibit G (Revised) – Insurance

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B. Additional Insureds:

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/15/2026
REPORTS & RECOMMENDATIONS	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 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)	ITEM NUMBER Ald. District 2 13.5.

At its September 3rd meeting, the Plan Commission recommended approval of 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 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)

The vote was 4-0-2, five "ayes", no "noes" and two absents.

Planning: LH

COUNCIL ACTION REQUESTED

A motion to approve Resolution No. 2026-_____, conditionally approving a two-lot Certified Survey Map, redivision of a part of Lot 2 of Certified Survey Map No. 9716 in 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 (Megna Living Trust, Property Owner) (Steve Rolfe, Midland Commercial Development Corporation, Applicant) (10001 W Church Street)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

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 PART OF THE SOUTHEAST $\frac{1}{4}$ AND NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ 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)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of

A part of Lot 2 of Certified Survey Map No. 9716, being a part of the Southeast $\frac{1}{4}$ and Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

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

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

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-8-10 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

MIDLAND COMMERCIAL DEVELOPMENT CORP. – CERTIFIED SURVEY MAP
RESOLUTION NO. 2026-_____

Page 2

4. Midland Commercial Development Corp., successors and assigns, and any developer of the Midland Commercial Development Corp. two (2) lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9-14 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Midland Commercial Development Corp. and the two (2) lot certified survey map project for the property located at 7765 S Lovers Lane Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of September, 2026.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of September, 2026.

MIDLAND COMMERCIAL DEVELOPMENT CORP. – CERTIFIED SURVEY MAP
RESOLUTION NO. 2026-_____

Page 3

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of September 3, 2026
Certified Survey Map

Item E.1.

RECOMMENDATION: City Development Staff recommends approval of this Certified Survey Map to create two commercial lots, subject to the conditions set forth in this report and the attached resolution.

Project name:	Midland Commercial Development – Two lot Certified Survey Map
Property Owner:	Midland Commercial Development Corp.
Applicant:	Steve Rolfe, Midland Commercial Development Corp.
Agent:	Paul Imig, PE, The Sigma Group
Property Address/TKN:	7765 S Lovers Lane Road / 795 9001 000
Aldermanic District:	District 2
Zoning District:	B-R – Regional Business District
Staff Planner:	Luke Hamill, Associate Planner

Please note:

- Recommendations are underlined, in italics and are included in the draft resolution.
- Suggestions are only underlined and are not included in the draft resolution.

Project Description/Analysis

The applicant is seeking approval of a Certified Survey Map (CSM) for the creation of two commercial lots on Highway 100. The total site is 4.16 acres. The site currently has the still under construction Aldi grocery store on the south side of the site. Lot 1 will include the current Aldi development, while Lot 2 is reserved for a future development. The applicant has provided Site Intensity and Capacity Calculations for both proposed lots. Both lots maintain compliance with the Bulk and Dimensional Standards set by the Unified Development Ordinance.

The subject site is zoned B-R. Both lots will be served by public sanitary sewer and public water supply. The access to lot 2 will be provided by the cross access between the Aldi and the Speedway site to the north, as DOT likely would not allow for access to Lovers Lane from Lot 2.

The site abuts the same B-R zoning district to the east and north, R-MF Multi-Family to the south and west.

In order to approve the CSM, the Plan Commission and Common Council must find that the proposed land division meets the requirements for a CSM as provided in the Unified Development Ordinance, including all standards for development as provided in the following sections of the UDO:

- Division 15-9-13 Minor Land Division
- Division 15-8 Subdivision Standards
- Division 15-8.0100 Required Improvements for Land Divisions
- Division 15-8.0200 Construction

Staff Recommendation

City Development Staff recommends approval of this Certified Survey Map to create two commercial lots, subject to the conditions set forth in this report and the attached resolution.

Pursuant to Wisconsin Statutes 236.34(1m)(f), the approval authority shall take action within 90 days of submittal unless the time is extended by agreement with the subdivider. This application was submitted on July 23, 2026; therefore, the Common Council shall take action before October 21, 2026.

Comments

1. Please revise the CSM to have the correct Site Address of 7765 S Lovers Lane Road instead of 10001 W Church Street. **Corrected**
2. Please revise the building setback lines to account for the silo lot line adjustment. **Corrected**
3. Page 2 does not depict the new lot and seems like it is from the previous CSM approval. Please revise. **Corrected**

Engineering Department Comments

1. CSM should depict the new watermain easement for the Aldi store. Engineering cannot approve until this is shown. **Water main easement has been added, references separate document which I believe had been prepped but might not have been approved/recorded.**

Milwaukee County Register of Deeds Comments

General:

- The tax key number listed may be outdated. **Corrected**
- Please verify the ownership name is correct. The name of the current owner of record is slightly different from that on the CSM sent. **Megna Living Trust is no longer an Owner, owner is correct as shown**

Page 1:

- Missing a distance and overstrikes on bearings/distances are present. Please clean up before recording. **Corrected**
- The south line of this prelim CSM is different from that of CSM 9716 Lot 2 as recorded. **Only difference is the pending deeding off of the silo to the adjacent property which will be completed before this CSM is recorded.**

Page 2:

- Proposed lot 1 and lot 2 of this prelim CSM are not shown on this page. **Corrected.**

Page 3:

- In the legal description here, "Lot 1" appears to be in error. **Corrected**
- If the exterior boundaries are correct on page 1 of this prelim CSM, this legal description is in error and will need to be modified. **Revised to be a meets and bounds to address the deeding off a portion of the lot.**

BEING A RE-DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9716, BEING A PART OF
THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN
5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

Project Narrative

As owner of the property, we are dividing the 5-acre property to divide the existing property, keeping the proposed ALDI grocery store which is currently under construction on its own lot, sized based off the UDO greenspace and impervious requirements, and creating a separate lot which could be developed in the future as a separate property.

The future parcel currently contains a cross-access drive which connects the ALDI property and the existing Speedway to the north. The lot currently is in conformance with the UDO for setbacks and minimum landscape percentage and will be evaluated for continued conformance in the future when the lot is developed.

The south parcel for the ALDI grocery store has also been reviewed by the design team for conformance to the UDO for setbacks, floor area, and minimum landscape percentage. The review has been completed based on the approved site plan, site engineering, stormwater management, and landscaping. The proposed site is in conformance with UDO requirements.

A review of the site has indicated that there are no wetlands, woodlands, steep slopes or other features which classify or meet the characteristics of natural resources – refer to Natural Resources Protection Plan.

Stormwater for the ALDI property is managed via a wet-pond and associated storm sewer which have been constructed. The existing pond and storm sewer do cross the proposed dividing property line. Reconfiguration or expansion of the pond and any necessary easements will be completed during future design of a proposed development of the northern parcel.

ALDI PARCEL

Unified Development Ordinance, City of Franklin, Wisconsin

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

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

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

A. Site Intensity Calculations.

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

ALDI PARCEL

Unified Development Ordinance, City of Franklin, Wisconsin

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

- b. Determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee
- c. For any Primary and Secondary Environmental Corridors and Isolated Natural Resource Areas defined by the Southeastern Wisconsin Regional Planning Commission that are located on the site by the City Engineer or designee, but whose nearest boundary lies more than 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent adverse impacts. The Plan shall be subject to approval by the Plan Commission and shall be implemented as a condition of application approval.

4. Calculation of Area of Natural Resource Protection Land.

- a. All land area with those natural resource features as described in Section 15-7-02 of this Ordinance shall be measured relative to each natural resource feature present, as set forth in Section 15-7-02, Natural Resources Features Determination.
- b. The total area of Natural Resource Protection Land shall be defined as the net land surface area lying within the boundaries of one or more natural resource features, as set forth in Table 15-9-04(A)(4), Calculation of Natural Resource Protection Land Area. Land surface area where two or more natural resource features overlap shall be counted only once for purposes of determining the area of resource protection land. A map shall be submitted with the Natural Resource Protection Plan pursuant to Article 7 indicating the boundaries of each natural resource feature, the size of each feature, and the total area of the site lying within the boundaries of at least one natural resource feature.
- c. The land surface area of each natural resource feature permitted to be disturbed and where approved, compensated, pursuant to Section 15-7-03 shall be used to determine the extent of compensation required, as set forth in Table 15-7-03, City of Franklin Natural Resources Compensation Ratios.

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

ALDI PARCEL

Unified Development Ordinance, City of Franklin, Wisconsin

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

Table 15-9-04(A)(5): Calculation of Base Site Area For Development			
Step	Land Area to Be Determined	Calculation	Area (Square feet or acres; use throughout)
a	Total gross site area (SF or acres; use throughout) determined through a boundary survey of the subject property		145,053 SF
b	Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites		6759+1862 = 8,621 SF
c	Land reserved for open space as part of a previously approved development or land division		0 SF
d	Land area to be reserved for parks and schools		0 SF
e	Net Natural Resource Protection Lands, row (j) from Table 15-3-01		0 SF
f	Net Buildable Area for Development = (a) – {sum (b+c+d+e)}		136,432 SF

6. **Calculation of Site Intensity and Capacity for Residential Uses in Residential Zoning Districts.** The maximum number of dwelling units that may be permitted on a parcel of land in a residential zoning district, as defined in Section 15-2-02, shall be determined using the Base Site Area for Development, row (f) of Table 15-9-04(A)(5), as set forth in Table 15-9-04(A)(6) below:

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

NORTHERN PARCEL

Unified Development Ordinance, City of Franklin, Wisconsin

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

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

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

A. Site Intensity Calculations.

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

NORTHERN PARCEL

Unified Development Ordinance, City of Franklin, Wisconsin

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

- b. Determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee
- c. For any Primary and Secondary Environmental Corridors and Isolated Natural Resource Areas defined by the Southeastern Wisconsin Regional Planning Commission that are located on the site by the City Engineer or designee, but whose nearest boundary lies more than 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent adverse impacts. The Plan shall be subject to approval by the Plan Commission and shall be implemented as a condition of application approval.

4. Calculation of Area of Natural Resource Protection Land.

- a. All land area with those natural resource features as described in Section 15-7-02 of this Ordinance shall be measured relative to each natural resource feature present, as set forth in Section 15-7-02, Natural Resources Features Determination.
- b. The total area of Natural Resource Protection Land shall be defined as the net land surface area lying within the boundaries of one or more natural resource features, as set forth in Table 15-9-04(A)(4), Calculation of Natural Resource Protection Land Area. Land surface area where two or more natural resource features overlap shall be counted only once for purposes of determining the area of resource protection land. A map shall be submitted with the Natural Resource Protection Plan pursuant to Article 7 indicating the boundaries of each natural resource feature, the size of each feature, and the total area of the site lying within the boundaries of at least one natural resource feature.
- c. The land surface area of each natural resource feature permitted to be disturbed and where approved, compensated, pursuant to Section 15-7-03 shall be used to determine the extent of compensation required, as set forth in Table 15-7-03, City of Franklin Natural Resources Compensation Ratios.

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

NORTHERN PARCEL

Unified Development Ordinance, City of Franklin, Wisconsin

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

Table 15-9-04(A)(5): Calculation of Base Site Area For Development			
Step	Land Area to Be Determined	Calculation	Area (Square feet or acres; use throughout)
a	Total gross site area (SF or acres; use throughout) determined through a boundary survey of the subject property		36,346 SF
b	Land in dedicated public street rights-of-way, land located within the ultimate road right-of-way of existing roads, rights-of-way of utilities, and dedicated public park or school sites		900 SF
c	Land reserved for open space as part of a previously approved development or land division		0 SF
d	Land area to be reserved for parks and schools		0 SF
e	Net Natural Resource Protection Lands, row (j) from Table 15-3-01		0 SF
f	Net Buildable Area for Development = (a) – {sum (b+c+d+e)}		35,446 SF

6. **Calculation of Site Intensity and Capacity for Residential Uses in Residential Zoning Districts.** The maximum number of dwelling units that may be permitted on a parcel of land in a residential zoning district, as defined in Section 15-2-02, shall be determined using the Base Site Area for Development, row (f) of Table 15-9-04(A)(5), as set forth in Table 15-9-04(A)(6) below:

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

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9716, BEING A PART OF THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SHEET 1 LEGEND:

○ INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.

● INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

LOT 1 AND 2 ARE SERVED BY PUBLIC WATER AND SANITARY SEWER

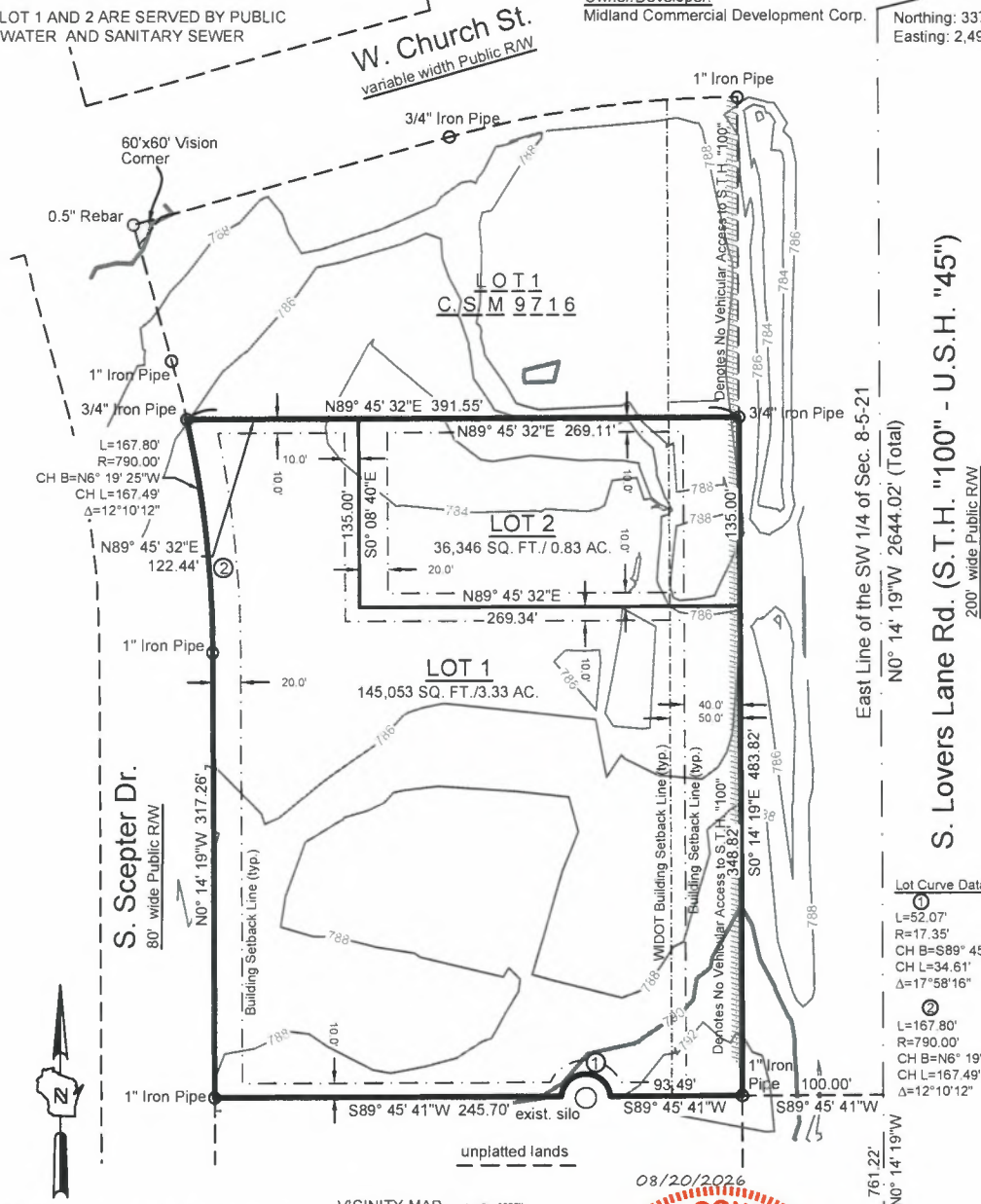
Site:
7765 S. Lovers Lane Rd
Franklin, WI
TK -7959001000

Current Zoning:
"B-R" Regional Business District

Owner/Developer:
Midland Commercial Development Corp.

NE corner of
SW 1/4 of
Sec. 8-5-21
Conc. Mon. w/
brass cap found

Northing: 337,407.69
Easting: 2,493,812.22

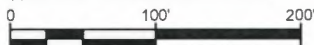


S. Lovers Lane Rd. (S.T.H. "100" - U.S.H. "45")
200' wide Public R/W

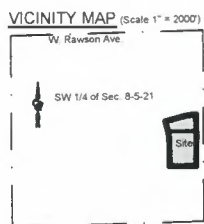
East Line of the SW 1/4 of Sec. 8-5-21
N0° 14' 19"W 2644.02' (Total)

Lot Curve Data
①
L=52.07'
R=17.35'
CH B=S89° 45' 41"W
CH L=34.61'
Δ=17° 58' 16"
②
L=167.80'
R=790.00'
CH B=N6° 19' 25"W
CH L=167.49'
Δ=12° 10' 12"

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SW 1/4 OF SEC. 8-5-21 ASSUMED TO BEAR N 0° 14' 19" W.



GRAPHIC SCALE
SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210



PROJECT # 23267 DRAFTED JMB

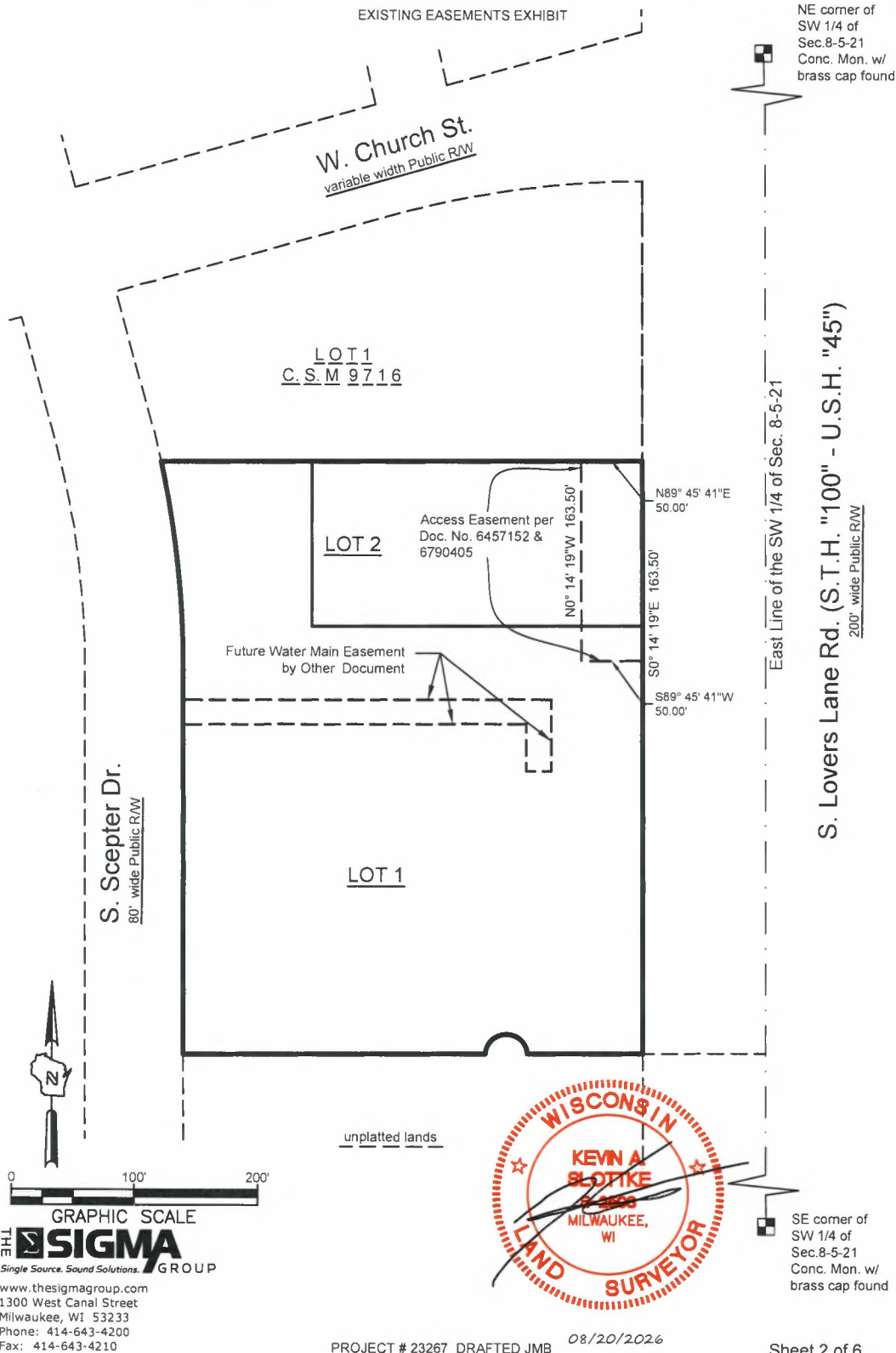


SE corner of
SW 1/4 of
Sec. 8-5-21
Conc. Mon. w/
brass cap found
Northing: 344,763.69
Easting: 2,493,823.23

Sheet 1 of 6

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9716, BEING A PART OF THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NO. _____

A DIVISION OF A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9716, BEING A PART OF THE
SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH,
RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Kevin A. Slotke, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped a part of Lot 2 of Certified Survey Map No. 9716, recorded in 2025, as Document No. 11561611, being a part of the Southeast 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows:

Beginning at the southwest corner of said Lot 2; thence N 0°14'16" W, along the west line of said Lot 2, 317.26 feet to a point of curvature; thence northwesterly 167.80 feet along the arc of a curve whose radius lies 790.00 feet to the west and whose chord bears N 6°19'25" W, 167.49 feet to the north line of said Lot 2; thence N 89°45'32" E, along said north line, 391.55 feet to the east line of said Lot 2; thence S 0°14'19" E, along said east line, 483.82 feet to the south line of said Lot 2; thence S 89°45'41" W, along said south line, 93.49 feet to a point of curvature; thence westerly 34.61 feet along the arc of a curve whose radius lies 17.35 feet to the south and whose chord bears S 89°45'41" W, 34.61 feet; thence continuing along said south line S 89°45'41" W, 245.70 feet to the southwest corner of said Lot 2 and the point of beginning.

Said parcel contains 181,399 square feet or 4.16435 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and of the City of Franklin Unified Development ordinance - Division 15 in surveying, dividing and mapping the same.



August 20, 2026

Kevin A. Slotke S-2503

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9716, BEING A PART OF THE
SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH,
RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

ENTITY OWNER'S CERTIFICATE

Midland Commercial Development Corp., as owner, caused the land described on this map to be surveyed, divided and mapped as represented on this map.

Midland Commercial Development Corp., as owner, does further certify that this map is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection: The City of Franklin.

IN WITNESS WHEREOF, the said Midland Commercial Development Corp., owner, has caused these presents to be signed,

at _____, Wisconsin, this _____ day of _____, 20____.

By: Midland Commercial Development Corp.

[signature]

[printed name & title]

STATE OF WISCONSIN)

)SS

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the

above-named _____, to me known to be the person who executed the foregoing instrument

and to me known to be the _____ of Midland Commercial Development Corp., and acknowledged that they executed the foregoing instrument as such member as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____.

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210



08/20/2026

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9716, BEING A PART OF THE
SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 5 NORTH,
RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CITY OF FRANKLIN COMMON COUNCIL CERTIFICATE OF APPROVAL

THIS CERTIFIED SURVEY MAP WAS APPROVED UNDER RESOLUTION NO. _____

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN ON THIS ____ DAY OF ____, 20____.

JOHN R. NELSON, MAYOR

SHIRLEY J. ROBERTS, CLERK



08/20/2026

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/15/26
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing the City of Franklin Fire Department to Participate in a Regional Assistance to Firefighters Grant Application for Replacement Personal Protective Equipment	ITEM NUMBER M.6.

Background

Maintaining high-quality Personal Protective Equipment (PPE) is essential to safeguarding the health and safety of our Firefighter/Paramedics. Firefighting protective clothing, commonly referred to as turnout gear, is designed to protect personnel from extreme heat, flames, smoke, and hazardous operating environments. All turnout gear must meet stringent construction and maintenance standards set by the National Fire Protection Association (NFPA).

NFPA Standard 1851 establishes a maximum service life of 10 years for turnout gear, including coats, pants, helmets, gloves, footwear, and hoods. Gear must be removed from service earlier if it is damaged beyond repair, fails annual inspection, or is contaminated with hazardous materials that cannot be safely cleaned.

The Franklin Fire Department must maintain PPE for 48 sworn personnel. This includes a primary set of properly sized turnout gear for each member and a cache of backup gear for use when primary gear requires cleaning, repair, or replacement. The department's long-term goal is to issue both a primary and backup set of gear to every firefighter. Having an immediate backup set is a significant health benefit, particularly after exposure to contaminants during firefighting operations. Without backup gear, members must rinse off visible contaminants and continue wearing soiled gear—potentially for up to 48 hours—until it can be fully cleaned using specialized equipment. This grant application, if funded, would allow the department to meet this long-term goal.

The cost of turnout gear has increased substantially over the past decade. A single set of protective clothing (coat and pants) now costs approximately \$4,500, not including helmets, eye protection, hoods, gloves or boots. The department currently allocates about \$47,000 annually to replace aging or damaged gear, which allows for approximately ten new sets of gear to be purchased each year.

Proposal

To address both safety needs and budget pressures, several Milwaukee County fire departments are collaborating on a Regional Grant Application to the federal Assistance to Firefighters Grant (AFG) Program. If awarded, the grant would provide 90 percent federal funding for the purchase of 48 sets of turnout gear for our department. The City of Greenfield Fire Department will serve as the facilitator and fiscal agent for the project.

The total project cost for our community is \$216,000 (48 sets at \$4,500 each). The department's 10 percent share would be \$21,600. If funded, the turnout gear would be delivered during the FY2028 budget year.

The proposal has been reviewed and endorsed by the Director of Administration and the Director of Finance. The department respectfully requests approval to participate in this Regional Assistance to Firefighters Grant application, as outlined in the attached Memorandum of Understanding.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No 2026-_____, A Resolution Authorizing the City of Franklin Fire Department to Participate in a Regional Assistance to Firefighters Grant Application for Replacement Personal Protective Equipment.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN FIRE DEPARTMENT TO
PARTICIPATE IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT
APPLICATION FOR REPLACEMENT PERSONAL PROTECTIVE EQUIPMENT

WHEREAS, Maintaining high-quality Personal Protective Equipment (PPE) is essential to safeguarding the health and safety of our Firefighter/Paramedics.

WHEREAS, National Fire Protection Association Standard 1851 establishes a maximum service life of 10 years for turnout gear. Gear also must be removed from service earlier if it is damaged beyond repair, fails annual inspection, or is contaminated with hazardous materials that cannot be safely cleaned.

WHEREAS, The cost of turnout gear has increased substantially over the past decade.

WHEREAS, To address both safety needs and budget pressures, several Milwaukee County fire departments are collaborating on a Regional Grant Application to the federal Assistance to Firefighters Grant (AFG) Program. If awarded, the grant would provide 90 percent federal funding for the purchase of 48 sets of turnout gear for our department. The City of Greenfield Fire Department will serve as the facilitator and fiscal agent for the project.

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 Participate in a Regional Assistance to Firefighters Grant Application for Replacement Personal Protective Equipment

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 ____

**Memorandum of Understanding
Between
The Greenfield, Hales Corners, Franklin, Wauwatosa, and West Allis Fire Departments
Assistance to Firefighters Act Regional Grant**

The Greenfield Fire Department (hereinafter referred to as "Host"), along with the Hales Corners Fire Department, Franklin Fire Department, Wauwatosa Fire Department, and West Allis Fire Department (each hereinafter individually referred to as "Participant" or collectively as "Participants"), mutually agree to participate in a Regional Assistance to Firefighters Grant Application for funding to assist in providing replacement Turn Out Gear.

The Host will submit the AFG Grant to FEMA on behalf of all departments agreeing to participate. The total grant application is for \$1,617,015, and if awarded, participating departments are required to contribute a 10% match toward their respective shares.

Upon receiving AFG funding the Host Department agrees to:

- Create a committee to guide the grant, distributions, cost-sharing, contracts, and all other necessary grant components.
- Follow grant guidelines, distributions, and file appropriate reports/paperwork

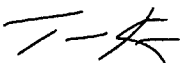
By signing this MOU, the Participant Department agrees to:

- Partner with the Host Department and assist in formation of a committee to facilitate the components of the grant.
- Agrees to cooperate with decision derived from grant committee
- Contribute the participating departments match of 10% of their share of the grant as decided upon by committee
- Provide required information and matching funding to the Host Department at mutually agreed to and required deadlines.

The Host and Participant Department understand that the grant contains the following terms. Should these terms need to be modified, the Host Department will follow all grant rules and seek to modify, as required.

- Total request amount: \$1,617,015
 - Federal Share: \$1,470,014
 - Applicant Share: \$147,001

Signed:

 _____ Signature – Greenfield Fire Chief, Host Department	<u>8/28/26</u> _____ Date	<u>39-6005924</u> _____ EIN Number
_____ Signature – Franklin Fire Chief, Participant Department	_____ Date	<u>39-6005897</u> _____ EIN Number
_____ Signature – Hales Corners Fire Chief, Participant Department	_____ Date	<u>39-6008499</u> _____ EIN Number
_____ Signature – Wauwatosa Fire Chief, Participant Department	_____ Date	<u>39-6005650</u> _____ EIN Number
_____ Signature – West Allis Fire Chief, Participant Department	_____ Date	<u>39-6005651</u> _____ EIN Number

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/15/2026
REPORTS & RECOMMENDATIONS	PRESENTATION OF THE MAYOR'S 2027 RECOMMENDED BUDGET	ITEM NUMBER 2.7. District #: Citywide
BACKGROUND The Mayor's Recommended 2027 Budget will be presented to the Common Council on September 15, 2026. The Director of Administration, in coordination with the Director of Finance and Treasurer, will provide an executive-level overview of the Recommended Budget, including the fiscal environment in which the budget was developed, major revenue and expenditure considerations, significant operating and capital priorities, and the anticipated impact on the City's property tax levy. The presentation will also review the remaining budget process and timetable leading to public hearing and final consideration of the 2027 budget. The City developed the 2027 budget in a challenging fiscal environment affecting Franklin and municipalities throughout Wisconsin. State-imposed levy limitations, modest net new construction, inflationary and personnel cost pressures, significant infrastructure and capital needs, and constrained or uncertain revenue growth continue to require careful prioritization of available resources. Throughout the budget-development process, the Mayor, Administration, Finance Department, and department heads have reviewed departmental operating requests, personnel needs, capital projects, revenue projections, and opportunities for efficiencies or alternative funding. The Recommended Budget represents the culmination of that review and establishes the starting point for formal consideration by the Finance Committee and Common Council. FINANCE COMMITTEE REVIEW As required by Section 13-2, "Preparation of Budget," of the City of Franklin Municipal Code, the Mayor's Recommended 2027 Budget will be submitted to the Finance Committee for review and recommendation to the Common Council. At its September 22, 2026, meeting, the Finance Committee will establish the schedule and process for its detailed review of the Mayor's Recommended 2027 Budget, including the timing of department presentations and review of departmental operating budgets, revenues and expenditures, personnel, capital improvements, debt, tax levy considerations, and other financial matters. During the review process, the Finance Committee may recommend modifications to the Mayor's Recommended Budget and may request additional information or analysis from staff. Following completion of the Finance Committee's review, its recommendations will be forwarded to the Common Council for consideration as part of the remaining 2027 budget process.		

NEXT STEPS

Following tonight's presentation, the Mayor's Recommended 2027 Budget will be forwarded to the Finance Committee for detailed review.

At its September 22, 2026, meeting, the Finance Committee will determine the schedule and process for its budget review, including department presentations. Staff will then coordinate the schedule with department heads and prepare any additional information or analysis the Committee requests.

After the Finance Committee review, it will forward its recommendations and proposed changes to the Common Council for consideration. The Common Council will consider any amendments and policy direction before the required public hearing and final consideration and adoption of the 2027 budget in accordance with the established budget calendar.

COUNCIL ACTION REQUESTED

Motion 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 or information requested as part of the 2027 budget review process.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/15/2026
REPORTS & RECOMMENDATIONS	Irish Cottage of Franklin LLC vs. City of Franklin, Milwaukee County Circuit Court, Case No. 2026CV008008. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.	ITEM NUMBER 25.8.

COUNCIL ACTION REQUESTED

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

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APPROVAL	REVISED REQUEST FOR COUNCIL ACTION	MEETING DATE 09/15/2026
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of September 15th, 2026.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of September 15th, 2026.



414-425-7500

**License Committee Agenda
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
September 15, 2026 – 5:40 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:45 p.m.	4th Annual CESC 2026 Youth Soccer Festival/Tournament Person in Charge: Matthew Saric Location: Croatian Park - 9100 S 76 th St Date of Event: Friday, September 25, 2026, Saturday, September 26, 2026 and Sunday, September 27, 2026			
Extraordinary Entertainment & Special Event 5:55 p.m.	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			
Extraordinary Entertainment & Special Event 6:05 p.m.	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			
Operator 2026-2027 New	Suzanne Serra Romey's Place			
Operator 2026-2027 New	Daniela Silva Romey's Place			
Operator 2026-2027 New	Brianna Spease Luxe Golf/Dog Haus/Brick			
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 9/15/2026
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated August 28, 2026 through September 10, 2026 Nos. 208320 through Nos. 208457 in the amount of \$ 1,145,044.67. Also included in this listing are EFT Nos. 6637 through EFT Nos. 6651, Library vouchers totaling \$ 576.20 and Water Utility vouchers totaling \$ 37,241.46. Voided checks in the amount of \$ (1,725.84) are separately listed.

Early release disbursements dated August 28, 2026 through September 9, 2026 in the amount of \$ 592,505.72 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of property tax disbursements, EFT Nos. 600 through Nos. 605 and EFT Nos. 372 (S) through Nos. 373 (S) dated August 31, 2026 in the amount of \$ 5,290,280.46. \$ 3,031.35 represents refund reimbursements and \$ 5,287,249.11 represents settlements from US Bank. There is also an additional \$ 8,273,294.33 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated September 4, 2026 is \$ 477,200.65, previously estimated at \$ 486,000. Payroll deductions dated September 4, 2026 are \$ 271,321.93, previously estimated at \$ 275,000.

The estimated payroll for September 18, 2026 is \$ 526,000 with estimated deductions and matching payments of \$ 590,000.

The estimated payroll for October 2, 2026 is \$ 488,000 with estimated deductions and matching payments of \$ 277,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of September 10, 2026 in the amount of \$ 1,145,044.67
- 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
- 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.

ROLL CALL VOTE NEEDED