

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL COUNCIL CHAMBERS  
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY, DECEMBER 16, 2014  
AT 6:30 PM

- A. Call to Order and Roll Call
- B. Citizen Comment Period
- C. Approval of minutes:  
December 2, 2014 Common Council meeting.
- D. Hearings:
- E. Organizational Business  
Boards and Commissions Appointments.
  - (a) Mark Kass, 8224 West Coventry Drive, Ald. Dist. 2 - Community Development Committee (4-year term, expiring 8/30/2018).
  - (b) Linda Wandtke, 9307 South 35<sup>th</sup> Street, Ald., Dist. 4 - Personnel Committee (3-year term, expiring 4/30/2016).
  - (c) Patricia Pomahac, 8111 South Forest Hills Circle, Ald. Dist. 2 - Environmental Committee (3-year term, expiring 4/30/2016).
- F. Letters and Petitions
- G. Reports and Recommendations
  - 1. Police Department Community Grant Award of \$2,000 from the Wal-Mart Foundation.
  - 2. A Ordinance to Amend §15-3.0426 of the Unified Development Ordinance Planned Development District No. 21 (Brenwood Park) to Allow for a Multi-Family Senior Housing Apartment Development (H.O.L.I.E., Inc., Applicant) (9260 West Highland Park Avenue).
  - 3. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as part of the Review and Approval of a Site Plan and Natural Resource Special Exception for Property Located at 4800 West Rawson Avenue (Tax Key No. 740-9988-006) (Wisconsin Electric Power Company, Owner).
  - 4. Request from the Parks Commission for the Common Council to Provide Direction Regarding a Citizen's Request for the City to Locate, Design and Build a Dog Park.
  - 5. A Resolution to Replace the Pedestrian Bridge Crossing – Legend Creek.
  - 6. A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2015, with JSA Civil Environmental Engineers, Inc.
  - 7. Extension of Towing Contract with N & S Towing for 2015.
  - 8. Recommendation by the Economic Development Commission to Direct Staff to Simplify the Temporary Sign Process for New Businesses and New Construction.

Common Council Agenda

December 16, 2014

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9. A Jurisdictional Transfer of the roadway of West St. Martins Road (CTH MM) from South North Cape Road to South Lovers Lane Road from Milwaukee County to the City.
10. Acceptance of 10-year special assessment Water Main Deferments for West St. Martins Road from S. Chapel Hill Drive to 440 Lineal Feet to southeast of S. Chapel Hill Drive.
11. A Resolution Authorizing Officials to Execute a Milwaukee Metropolitan Sewerage District Green Solutions Funding Grant to Water & Wastewater Building Site, 5550 W. Airways Avenue.
12. A Resolution to Modify Equipment Additions to the Equipment Replacement Fund for the City of Franklin.
13. Contract for Professional Services with GovHR USA, LLC for a Classification and Compensation Study.
14. Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2015.
15. Update on "Off-The-Shelf" EditApp Solution Project--Information Services Department.

H. Licenses and Permits  
Miscellaneous Licenses

I. Bills  
Vouchers and Payroll approval

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:

December 18 Plan Commission  
December 24 & 25  
December 31 & January 1

7:00 pm  
City Hall Closed  
City Hall Closed



8/30/2016. Seconded by Alderwoman Evans. On roll call, Alderman Schmidt, Alderwoman Evans, Alderman D. Mayer and Alderman Dandrea voted Aye; Alderman S. Mayer voted No. Motion carried.

Alderman Schmidt moved to confirm the Mayoral appointment of Matt Cool, Ald. Dist. 5, to the Economic Development Commission for the unexpired 2-year term expiring 6/30/2015. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderwoman S. Mayer moved to confirm the Mayoral appointment of John Trudeau, Ald. Dist. 6, to the Fair Commission for the unexpired 3-year term expiring 4/30/2017. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Alderwoman Wilhelm returned to her seat at 7:39 p.m.

CONSENT AGENDA

- G.1. Alderwoman Evans moved to confirm the following consent agenda items:  
Accept the \$250 donation to the Fire Department from the Franklin Lions Club Foundation to be used toward funding GPS units and the \$400 donation from the residents of Brenwood Park to be used toward providing fire and safety programs in the community;  
Accept the \$2,500 donation from the Franklin Lions Club to be used for the Park Pavilion;  
Authorize the City Engineer to approve payment to WeEnergies in the amount of \$1,064 for the necessary change/relocation/removal and/or installation of two street lights on the southeast corner of S. North Cape Road and W. Birchwood Lane and the southeast corner of S. North Cape Road and W. Woods Road due to Milwaukee County's reconstruction of S. North Cape Road;  
Place the October 2014 Financial Report on file.  
Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES 2014-7045  
CONDITIONALLY  
APPROVING CSM-  
STATZA

- G.2. Alderman Dandrea moved to adopt Resolution No. 2014-7045, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DONALD L. STATZA AND CATHERINE J. STATZA, APPLICANTS)(9045 SOUTH 76<sup>TH</sup> STREET), with the condition that if not developed within 5 years the wetland delineation may

require updating. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES 2014-7040  
CONSERVATION  
EASEMENT AGMT-  
STATZA

G.3. Alderman Dandrea moved to adopt Resolution No. 2014-7040, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT 9045 SOUTH 76<sup>TH</sup> STREET (DONALD L. STATZA AND CATHERINE J. STATZA, OWNERS), subject to review and approval by the Department of City Development and technical corrections by the City Attorney. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES 2014-7041  
APPROVING CSM-  
BLOCK

G.4. Alderman Schmidt moved to adopt Resolution No. 2014-7041, A RESOLUTION CONDITIONALLY APPROVING A 2 OUTLOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF OUTLOT 1 OF CERTIFIED SURVEY MAP 5718, BEING A PART OF THE NORTHWEST ¼ OF THE FRACTIONAL NORTHWEST ¼ OF SECTION 7, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (ALFRED L. BLOCK)(APPROXIMATELY 12321 WEST RAWSON AVENUE). Seconded by Alderwoman Evans. All voted Aye; motion carried.

RES 2014-7042  
CONSERVATION  
EASEMENT - BLOCK

G.5. Alderman D. Mayer moved to adopt Resolution No. 2014-7042, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AN APPROVAL OF A CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT 12321 WEST RAWSON AVENUE (ALFRED L. BLOCK, OWNER), subject to review and approval by the Department of City Development and technical corrections by the City Attorney. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

AMEND  
COMPREHENSIVE  
MASTER PLAN-  
COBBLESTONE WAY

G.6. Alderman Dandrea moved to table to January 6, 2015, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE FUTURE LAND USE MAP USE DESIGNATION FOR PROPERTY LOCATED AT APPROXIMATELY 51<sup>ST</sup> STREET AND COBBLESTONE WAY FROM RESIDENTIAL USE AND AREAS OF NATURAL RESOURCE FEATURES TO RESIDENTIAL – MULTI-FAMILY USE AND AREAS OF NATURAL RESOURCE FEATURES (PROPOSED LOT 2) AND FROM RESIDENTIAL USE AND AREAS OF NATURAL RESOURCE FEATURES TO COMMERCIAL USE AND AREAS OF NATURAL RESOURCE FEATURES

(PROPOSED LOT 3)(APPROXIMATELY 17.3497 ACRES)(FRANKLIN SQUARE, LLC, APPLICANT).  
Seconded by Alderwoman Evans. All voted Aye; motion

PLANNED  
DEVELOPMENT  
COBBLESTONE

G.7. Alderman Schmidt moved to table to January 6, 2015, AN ORDINANCE TO AMEND 15-3.0430 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 25 (WOODLAND TRAILS CONDOMINIUMS-BURKE PROPERTIES) TO ALLOW FOR A MARKET RATE APARTMENT DEVELOPMENT (FRANKLIN SQUARE, LLC, APPLICANT) (APPROXIMATELY 51<sup>ST</sup> STREET AND COBBLESTONE WAY). Seconded by Alderman Dandrea. All voted Aye; motion carried.

APPROVING CSM-  
COBBLESTONE WAY

G.8. Alderman Dandrea moved to table to January 6, 2015, A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6924, RECORDED AS DOCUMENT NO. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (FRANKLIN SQUARE, LLC, APPLICANT)(APPROXIMATELY 51<sup>ST</sup> STREET AND COBBLESTONE WAY). Seconded by Alderwoman Evans. All voted Aye; motion carried.

VACATION OF PUBLIC  
UTILITY & ROADWAY  
EASEMENTS-  
COBBLESTONE WAY

G.9. Alderman Dandrea moved to table to January 6, 2015, A RESOLUTION AUTHORIZING THE VACATION OF PUBLIC UTILITY AND ROADWAY EASEMENTS UPON LANDS DESCRIBED WITHIN CERTIFIED SURVEY MAP NO. 6924, RECORDED AS DOCUMENT NO. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (FRANKLIN SQUARE, LLC, APPLICANT) (APPROXIMATELY 51<sup>ST</sup> STREET AND COBBLESTONE WAY). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

KAYLA'S KREW

G.10. Shelly Runte appeared before the Common Council to present information regarding Kayla's Krew Design Day; All-accessible and All-inclusive Playground and Park Nature Center: City of Franklin, Kalya's Krew and Community Partners, Penfield

Children's Center, The Conservation Fund and the Milwaukee Metropolitan Sewerage District Greenseams Program.

DPW EQUIPMENT  
SURPLUS SALE

G.11. Alderwoman Wilhelm moved to accept the following highest bids received and as determined by Wisconsin Surplus and as recommended by staff, and sell the following units:

Unit 737, 1992 Ford L8000 Tandem Axle Dump with Snowplow, 9' in the amount of \$13,600;

10' V-Box Slip-In Salt Spreader in the amount of \$3,052;

Unit 52, 2002 Haulmark Enclosed Trailer in the amount of \$3,700;

Unit 26, Stow Slicer 14" Self Propelled Pavement Saw in the amount of \$575;

Northfield #4 Standard Table Saw with Tilting Arbor in the amount of \$215;

Accept Trade-In offer of \$14,000 from Vermeer

Wisconsin for Unit 5, 2001 Vermeer 1800 Brush Chipper and not accept high bid on Wisconsin Surplus website of \$13,000.

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

Alderman D. Mayer vacated his seat at 8:12 p.m. and returned at 8:15 p.m.

RES 2014-7043  
AUTHORIZING  
ISSUANCE & SALE OF  
\$1,290,000

G.12. Alderman Dandrea moved to adopt Resolution No. 2014-7043, A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$1,290,000 GENERAL OBLIGATION WATER SYSTEM BONDS, SERIES 2014B. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

RES 2014-7044  
AUTHORIZING  
ISSUANCE & SALE OF  
\$5,320,000

G.13. Alderman Schmidt moved to adopt Resolution No. 2014-7044, A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$5,320,000 GENERAL OBLIGATION PROMISSORY NOTES. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

EXECUTE AUDIT AGMT  
WITH CLIFTON  
GUNDERSON LLP

G.14. Alderwoman Evans moved to direct the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the City of Franklin for the year 2014, subject to technical changes consistent with standard City terms which may be made by the Director of Finance & Treasurer and City Attorney. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD 2014-2158  
ADOPTING THE 2014  
AMENDMENTS TO

G.15. Alderwoman Evans moved to adopt Ordinance No. 2014-2158, AN ORDINANCE TO AMEND ORDINANCE NO. 2013-2120, AN ORDINANCE ADOPTING THE 2014 BUDGETS FOR

BUDGET

THE GENERAL FUND, FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2014 TO APPROVE BUDGET AMENDMENTS TO THE FIRE DEPARTMENT NON-PERSONNEL COSTS TO THE 2014 BUDGET. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RESTRICTED  
CONTINGENCY ACCT  
FOR AD FOR SOUTH  
SUBURBAN CHAMBER

G.16. Alderman Dandrea moved to authorize the expenditure not to exceed \$5,500 from Restricted Contingency Account for an ad promoting the City of Franklin in the South Suburban Chamber of Commerce's Membership Directory and Community Guidebook, and refer to the Economic Development Commission for action. Seconded by Alderman Schmidt. All voted Aye; motion carried.

R&R  
INSURANCE/LEAGUE  
INSURANCE

G.17. Alderman Schmidt moved to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI) and the Local Government Property Insurance Fund, as noted in the Council Action Sheet, for the upcoming 2015 year, including incorporating the \$5,000 liability deductible with LWMMI and to further authorize release of premium payments in accordance with or as required by said policy documents. Seconded by Alderwoman Evans. All voted Aye; motion carried.

COMPREHENSIVE  
OUTDOOR RECREATION  
PLAN

G.18. Alderwoman Wilhelm moved to direct the Park Commission to review the Comprehensive Outdoor Recreation Plan (CORP) for the feasibility of allowing aggregated tennis courts in a future area of the City and report back to the Council at the first meeting in February with a recommendation on a possible location and suggested change to the CORP that would meet the needs of the citizens' request, as presented to the Committee of the Whole on 12/01/2014.. Seconded by Alderman Schmidt.

Alderwoman S. Mayer moved to amend the motion to include discussions with the Plan Commission and Franklin School District for their input on the issue, along with a letter to be sent to the Franklin School District. Seconded by Alderman D. Mayer. On roll call, Alderman Dandrea, Alderman Mayer, Alderwoman Wilhelm and Alderwoman S. Mayer voted Aye; Alderwoman Evans and Alderman Schmidt voted No. Motion carried.

On the vote for the main motion as amended, all voted Aye; motion carried.

Upon recommendation of the Committee of the Whole, Alderwoman Wilhelm moved to direct legal counsel to continue with Uniform Development Ordinance updates, and to include Planning Department's top 20 suggestions, and to return to the

Common Council by February, 3, 2015. Seconded by Alderman Schmidt. All voted Aye; motion carried.

LICENSES AND  
PERMITS

- H.1. Alderman Dandrea moved to grant the following:  
Approve Operators' licenses to Kari Ceparski, 175 W. Sunnyview Dr., Oak Creek; Gordon Graf, 19425 W. Glenwood Ln., New Berlin; Karen Pacioni, 9044 W. Elm Ct.; Ordlyn Sanders Jr., 7112 S. 47<sup>th</sup> St.; Sharon Weiss, 550 W. Riverwood Dr., Oak Creek; and  
Hold for appearance, the Operator's license application for Cynthia Martinez, 10135 W. Forest Home Ave., Hales Corners; and  
Approve the following PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant:  
Fleet Reserve Association Branch 14 – Scholarships  
Franklin City Civic Celebrations  
Franklin Health Department – Safety City/Bike Rodeo  
Franklin Historical Society – Building and related permits  
Franklin Lions Club – Meetings and Fundraisers  
Franklin Park Concerts – Free Concerts  
Franklin Police Department – National Night Out  
Saint Martin of Tours – Fundraisers  
VFW Post 10394 Franklin-Hales Corners – Fundraisers  
Xaverian Missionaries – Annual Festival  
Seconded by Alderwoman Evans. All voted Aye; motion carried.

VOUCHERS AND  
PAYROLL

- I.1. Alderwoman Evans moved to approve net general checking account City vouchers in the range of Nos. 154473 through 154614 in the amount of \$678,767.38 dated November 14, 2014 through November 26, 2014. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderman Dandrea moved to approve net payroll dated November 28, 2014 in the amount of \$357,734.21 and payments of the various payroll deductions in the amount of \$410,497.32 plus any City matching payments where required. Seconded by Alderwoman Evans. On roll call, all voted Aye; motion carried.

Alderman D. Mayer moved to approve net payroll dated December 12, 2014 estimated at \$345,000.00 and payments of the various payroll deductions estimated at \$200,000.00 plus any City matching payments where required. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Dandrea moved to adjourn the meeting at 8:50 p.m. Seconded by Alderwoman Evans. All voted Aye; motion carried.

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<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>12/16/2014</b></p>
<p><b>ORGANIZATIONAL BUSINESS</b></p>	<p><b>Board and Commission Appointments</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>E.</i></p>

The following appointments have been submitted for Council confirmation:

- (a) Mark Kass, 8224 West Coventry Drive, Ald. Dist. 2 - Community Development Committee (4-year term, expiring 8/30/2018).
- (b) Linda Wandtke, 9307 South 35<sup>th</sup> Street, Ald. Dist. 4 - Personnel Committee (3-year term, expiring 4/30/2016).
- (c) Patricia Pomahac, 8111 S. Forest Hills Circle, Ald. Dist. 2 – Environmental Committee (3-year term, expiring 4/30/2016).

## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi.gov  
**Sent:** Thursday, May 29, 2014 1:38 PM  
**To:** Lisa Huening; Shirley Roberts; Sandi Wesolowski  
**Subject:** Volunteer Fact Sheet

**Name:** Linda Wandtke  
**PhoneNumber:** 4147613642  
**EmailAddress:** [linda.wandtke@gmail.com](mailto:linda.wandtke@gmail.com)  
**YearsasResident:** 284  
**Alderman:**  
**ArchitecturalBoard:** 0  
**CivicCelebrations:** 0  
**CommunityDevelopmentAuthority:** 0  
**FinanceCommittee:** 0  
**EnvironmentalCommission:** 1  
**ForwardFranklinEconomicDevelopComm:** 0  
**FairCommission:** 0  
**BoardofHealth:** 0  
**FirePoliceCommission:** 0  
**ParksCommission:** 1  
**LibraryBoard:** 0  
**PlanCommission:** 0  
**PersonnelCommittee:** 1  
**BoardofReview:** 0  
**BoardofPublicWorks:** 0  
**BoardofWaterCommissioners:** 0  
**TechnologyCommission:** 0  
**WasteFacilitySitingCommittee:** 0  
**BoardofZoning:** 0  
**WasteFacilitiesMonitoringCommittee:** 0  
**CompleteStreetsandConnectivityCommittee:** 0  
**CompanyNameJob1:** Linda Wandtke  
**TelephoneJob1:** 414-281-7100  
**StartDateandPositionJob1:** 1990 Principal  
**EndDateandPositionJob1:** 2010 Principal  
**CompanyNameJob2:**  
**TelephoneJob2:**  
**StartDateandPositionJob2:**  
**EndDateandPositionJob2:**  
**CompanyNameJob3:**

**TelephoneJob3:**

**StartDateandPositionJob3:**

**EndDateandPositionJob3:**

**Signature:**

Linda Wandtke

**Date:**

5/29/14

**Signature2:**

Linda Wandtke

**Date2:**

5/29/14

**Address:**

9307 S. 35th St

**PriorityListing:**

Personnel parks environmental

**WhyInterested:**

I am a retired principal and feel the skills I have would be well suited to serving on a board. I have had a lot of experience in the area of personnel management as well as regulations, building and grounds, etc.. I would like to give back to the community by donating my time and expertise.

**CompanyAddressJob1:**

5300 S Honey Creek Dr Greenfield, WI 53132

**DescriptionofDutiesJob1:**

I was an elementary principal responsible for all aspects of the educational program, building and grounds, hiring and public relations for the school. I also served on district committees as well.

**AddressJob2:**

**DescriptionofDutiesJob2:**

**AddressJob3:**

**DescriptionofDutiesJob3:**

North Central Association for School Accreditation-served on both state and national levels Served as a presenter on many topics related to education and schools Served as a facilitator for many committees

**AdditionalExperience:**

**ClientIP:**

108.84.70.60

**SessionID:**

lrzo4h31ltbktirh5mb3vd2f

[See Current Results](#)

## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi.gov  
**Sent:** Friday, August 01, 2014 4:48 PM  
**To:** Lisa Huening; Shirley Roberts; Sandi Wesolowski  
**Subject:** Volunteer Fact Sheet

**Name:** Patricia M. Pomahac  
**PhoneNumber:** 414-427-0448  
**EmailAddress:** [ppomahac@sbcglobal.net](mailto:ppomahac@sbcglobal.net)  
**YearsasResident:** 21  
**Alderman:** 2  
**ArchitecturalBoard:** 0  
**CivicCelebrations:** 0  
**CommunityDevelopmentAuthority:** 0  
**FinanceCommittee:** 0  
**EnvironmentalCommission:** 1  
**ForwardFranklinEconomicDevelopComm:** 0  
**FairCommission:** 0  
**BoardofHealth:** 0  
**FirePoliceCommission:** 0  
**ParksCommission:** 0  
**LibraryBoard:** 0  
**PlanCommission:** 0  
**PersonnelCommittee:** 0  
**BoardofReview:** 0  
**BoardofPublicWorks:** 0  
**BoardofWaterCommissioners:** 0  
**TechnologyCommission:** 0  
**WasteFacilitySitingCommittee:** 0  
**BoardofZoning:** 0  
**WasteFacilitiesMonitoringCommittee:** 0  
**CompleteStreetsandConnectivityCommittee:** 0  
**CompanyNameJob1:** Dynacare Laboratory, Froedtert Memorial Lutheran Hospital, formerly Milwaukee County Medical Complex  
**TelephoneJob1:** 414-805-7600  
**StartDateandPositionJob1:** 1967 Medical Technologist, Microbiology  
**EndDateandPositionJob1:** 2006, Clinical Lab Supervisor, Special Chemistry  
**CompanyNameJob2:**  
**TelephoneJob2:**  
**StartDateandPositionJob2:**  
**EndDateandPositionJob2:**  
**CompanyNameJob3:**

**TelephoneJob3:**

**StartDateandPositionJob3:**

**EndDateandPositionJob3:**

**Signature:**

Patricia M. Pomahac

**Date:**

August 1, 2014

**Signature2:**

Patricia M. Pomahac

**Date2:**

August 1, 2014

**Address:**

8111 S. Forest Hills Circle Franklin, WI 53132

**PriorityListing:**

**WhyInterested:**

Anytime I bike the Oak Leaf Trail or cross country ski/snow shoe at Whitnal Park I can't help but think how blessed I am for these great outdoor resources nearby. As a Franklin resident I am aware of both residential and commercial development that has occurred over the twenty one years that I have lived here. I only have to look across the street to see a wetland area that has been preserved despite attempts to develop additional condos approx. May 1996. I also had concerns and attended a citizen meeting two years ago when Meijer's footprint for the proposed store expanded from 92 to 120 thousand square feet knowing full well the compromise that would need to be enacted if this development was to be approved. I wish to see Franklin keep the correct "green" ratio without hindering future development and realize the challenge this poses.

**CompanyAddressJob1:**

9200 W. Wisconsin Avenue Milwaukee, WI 53226

**DescriptionofDutiesJob1:**

I performed laboratory testing on patient samples that were performed on computer-based instrumentation as well as manual techniques such as use of a light microscope. As a supervisor I did scheduling, ordering and managing a staff of 13 techs over 1st and 3rd shifts as well as continuing to perform lab tests. I also was involved with decision making and procurement of new lab equipment.

**AddressJob2:**

**DescriptionofDutiesJob2:**

**AddressJob3:**

**DescriptionofDutiesJob3:**

**AdditionalExperience:**

I have been a volunteer at Childrens Hospital since I retired eight years ago. As a medical technologist, all my career was focused inside the lab. I wanted patient contact and found the right fit at CHW working with parents of newly admitted patients to be certain they are satisfied with their child's care. I love sports and outdoor activities, i.e., biking, skiing, golf and attend Brewers Spring Training almost every March in Phoenix. I enjoy gardening and attend classes, etc. related to perennials, landscape, etc.

**ClientIP:**

99.2.202.201

**SessionID:**

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p><i>12/16/2014</i></p>
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<p>REPORTS &amp; RECOMMENDATIONS</p>	<p>Police Department Community Grant Award of \$2000.00 from The Walmart Foundation</p>	<p>ITEM NUMBER</p> <p><i>G. I.</i></p>
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The City of Franklin Police Department has been awarded a grant from The Walmart Foundation and Facility #1551 through the Local Community Contribution Program dated 11/20/14 in the amount of \$2000.00.

**COUNCIL ACTION REQUESTED**

Motion to accept this donation of \$2000.00 from The Walmart Foundation and Facility #1551 to be deposited into the Police Donation Account.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">12/16/14</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>ORDINANCE TO AMEND §15-3.0426 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 21 (BRENWOOD PARK) TO ALLOW FOR A MULTI-FAMILY SENIOR HOUSING APARTMENT DEVELOPMENT (H.O.L.I.E., INC., APPLICANT) (9260 WEST HIGHLAND PARK AVENUE)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>E.2.</i></p>

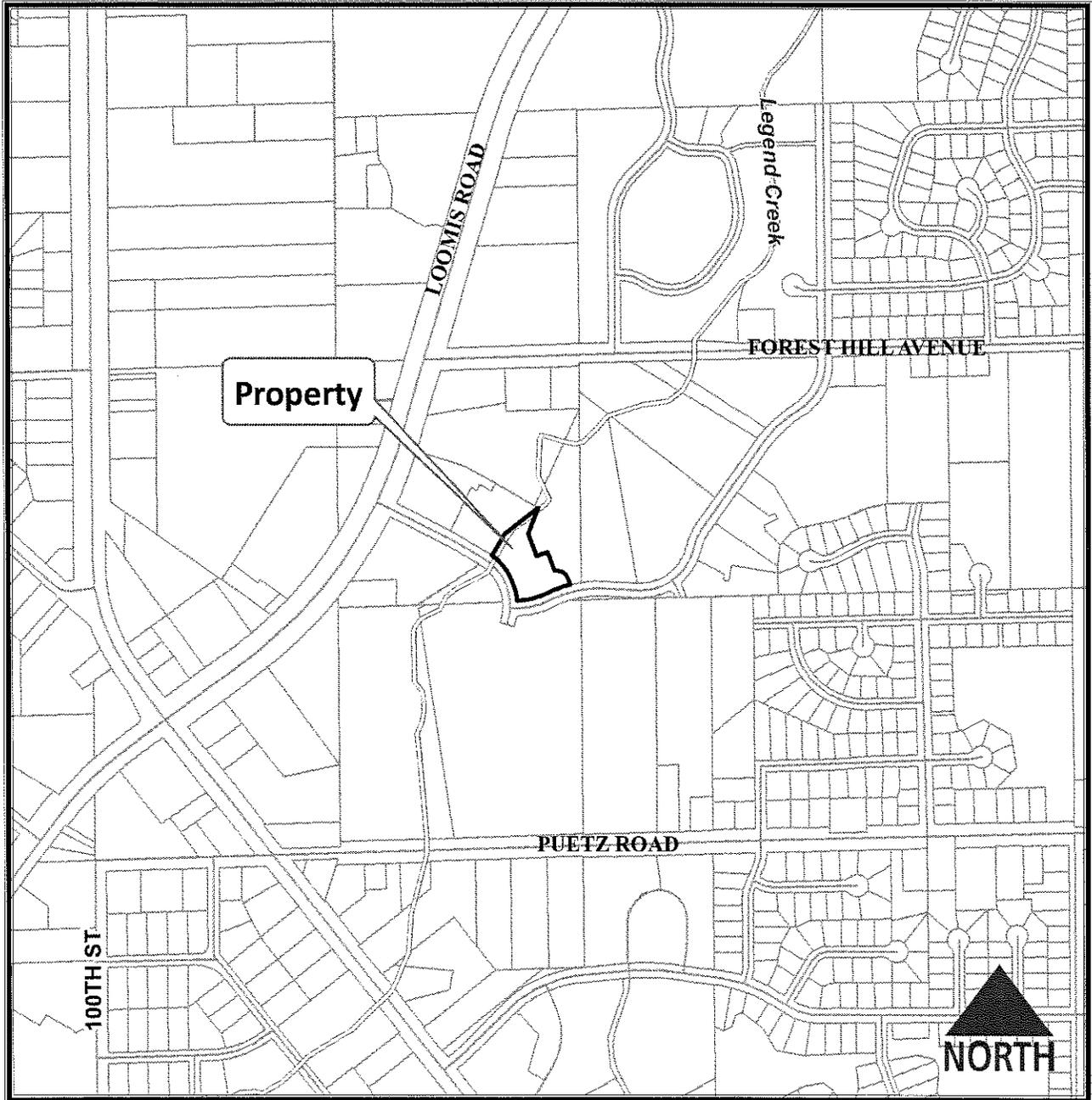
At its December 4, 2014 meeting the Plan Commission approved a motion to recommend approval of an ordinance to amend §15-3.04326 of the Unified Development Ordinance Planned Development District No. 21 (Brenwood Park) to allow for a multi-family senior housing apartment development with the added condition that there shall be no exposed concrete or unfinished materials on the exterior elevations (H.O.L.I.E., Inc., Applicant) (9260 West Highland Park Avenue).

**COUNCIL ACTION REQUESTED**

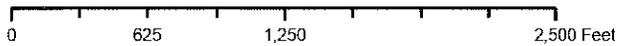
A motion to adopt Resolution No. 2014-\_\_\_\_\_, an ordinance to amend §15-3.04326 of the Unified Development Ordinance Planned Development District No. 21 (Brenwood Park) to allow for a multi-family senior housing apartment development (H.O.L.I.E., Inc., Applicant) (9260 West Highland Park Avenue).



9260 W. Highland Park Avenue  
TKN 840-9971-012



Planning Department  
(414) 425-4024



2013 Aerial Photo

*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

## ORDINANCE NO. 2014-\_\_\_\_

AN ORDINANCE TO AMEND §15-3.0426 OF THE UNIFIED  
DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT  
DISTRICT NO. 21 (BRENWOOD PARK) TO ALLOW FOR A  
MULTI-FAMILY SENIOR HOUSING APARTMENT DEVELOPMENT  
(H.O.L.I.E., INC., APPLICANT)  
(9260 WEST HIGHLAND PARK AVENUE)

---

WHEREAS, §15-3.0426 of the Unified Development Ordinance provides for and regulates Planned Development District No. 21 (Brenwood Park), same having been created by Ordinance No. 95-1356 and later amended by Ordinance Nos. 96-1390, 98-1503, 98-1513, 2000-1612, 2001-1667, and 2008-1935, with such District primarily being located at 9260 West Highland Park Avenue; and

WHEREAS, Planned Development District No. 21 (Brenwood Park) currently includes those lands legally described as follows:

Parcel 2 of CERTIFIED SURVEY MAP NO. 7011, recorded September 27, 2001, in Reel 5167, Images 3305 through 3308, in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 8141264, being a redivision of Outlot 1, of Certified Survey Map No. 6756, being a redivision of Certified Survey Map No. 6392, being a part of lands in the Northeast 1/4 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. Tax Parcel Number: 840-9971-012.

The above described parcel is the same land as described in FIRST AMERICAN TITLE INSURANCE COMPANY commitment number 67057 bearing an effective date of November 26, 2013 at 8:00 A.M.

**METES AND BOUNDS DESCRIPTION**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Parcel 2 of CERTIFIED SURVEY MAP NO. 7011, recorded September 27, 2001, in Reel 5167, Images 3305 through 3308, in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 8141264, being a redivision of Outlot 1, of Certified Survey Map No. 6756, being a redivision of Certified Survey Map No. 6392, being a part of lands in the Northeast 1/4 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, Commencing at the Northeast corner of said Southeast 1/4 Section 17; thence S 00°24'21" E along the East line of said Southeast 1/4, a distance of 290.40 feet; thence S 25°04'14" W,

579.97 along the Northerly line of Parcel 1 of said Certified Survey Map No. 7011; thence S 59°59'59" E, 22.81 feet to the Point of Beginning; thence S 51°54'52" W, 228.74 feet; thence S 31°44'12" W, 136.00 feet to the Northerly line of Brenwood Park Drive and a point on a curve; thence Southeasterly 289.47 feet along the arc of a curve with a 340.00 foot radius to the Southwest and a Chord Bearing S 29°10'08.5" E, 280.80 feet to the intersection of West Highland Avenue and a point on a curve; thence Easterly 154.24 feet along the arc of a curve being the North line of said West Highland Avenue with a 322.00 foot radius to the North and a Chord Bearing N 76°46'23" E, 152.77 feet to a point of reverse curve; thence Easterly 149.46 feet along the arc of a curve with a 650.00 foot radius to the South and a Chord Bearing N 69°38'17.5" E, 149.13 feet; thence N 13°46'28" W, 18.11 feet to a point on a curve; thence Northwesterly 109.40 feet along the arc of a curve with a 77.00 foot radius to the Southwest and a Chord bearing N 54°28'33" W, 100.43 feet; thence N 20°46'03" W, 106.59 feet; thence S 69°54'17" W, 62.27 feet; thence N 20°05'43" W, 127.84 feet; thence N 20°25'15" E, 150.29 feet to the Point of Beginning.

The foregoing legal description describes the same property as shown in the vesting deed. Said Parcel contains 2.12 acres of land, more or less; and

WHEREAS, H.O.L.I.E., Inc., having petitioned for a further amendment to Planned Development District No. 21 (Brenwood Park), to allow for construction of a multi-family senior housing apartment development consisting of 69 apartment units, including 54 one-bedroom units and 15 two-bedroom units, in a 3-story, approximately 77,064 square foot building, on a 2.12 acre property at 9260 West Highland Park Avenue; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 23rd day of October, 2014, and the Plan Commission having determined that the proposed amendment was a minor amendment and on the 4th day of December, 2014 having recommended to the Common Council that the proposed amendment to Planned Development District No. 21 (Brenwood Park) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 21 (Brenwood Park) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

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

SECTION 1:           §15-3.0426 Planned Development District No. 21 (Brenwood Park), of the Unified Development Ordinance of the City of Franklin, Wisconsin, specifically, Ordinance No. 95-1356, as previously

amended, is hereby amended to allow for a multi-family senior housing apartment development consisting of 69 apartment units, including 54 one-bedroom units and 15 two-bedroom units, in a 3-story, approximately 77,064 square foot building, on the 2.12 acre parcel at 9260 West Highland Park Avenue.

SECTION 2:

The senior housing apartment development authorized under this Ordinance shall be constructed in substantial compliance with those plans City file-stamp dated November 25, 2014, on file in the Office of the City of Franklin Department of City Development and incorporated herein, and shall be developed in compliance with and be subject to the following terms and conditions:

1. The applicant shall, with assistance from the Engineering Department, determine the actual location of the sewer and amend the easement location as may be necessary, in form and content sufficient for and obtain the approval of the Common Council and the recording thereof, prior to the issuance of an Occupancy Permit.
2. All Fire Department comments dated April 3, 2014, on file in the Office of the City of Franklin Department of City Development and incorporated herein, shall be fully complied with and satisfied prior to the issuance of a Building Permit.
3. The applicant shall submit a Lighting Plan in compliance with Division 15-5.0400 of the Unified Development Ordinance to the Department of City Development staff for review and approval, prior to the issuance of a Building Permit.
4. The applicant shall revise the building elevation plans filed with the application for this Ordinance, as set forth below in this subs. 7. , which revised plans shall be submitted to the Department of City Development for review and approval prior to the issuance of a Building Permit.
  - a. Brick shall be extended to the top of the third story on all ends of the building and center bump-outs, including all inside corners of the ends and corners of the building.
  - b. The decorative features such as soldier coursing and a stone sill, etc. within the areas between the first and second floors and between the second and third floors, and soffits underneath the balconies, shall be clearly identified.
  - c. All exterior mechanicals must be depicted on the plans and screened from public view and a note added to the plans indicating which equipment is located inside the building. Individual air conditioner units are prohibited.

- d. There shall be no exposed concrete or unfinished materials on the exterior elevations.
5. The Site, Grading, Utility, and Natural Resource Protection Plans shall be revised to show the correct building footprint, and such plans revised as necessary, for staff review and approval prior to issuance of a Building Permit.
6. The material and construction details of the proposed boardwalk and viewing deck shall be submitted to staff for review and approval prior to issuance of a Building Permit.
7. The final material color selection shall be similar to the colors shown on the building renderings date-stamped by the City of Franklin on November 26, 2014.
8. All signs shall comply with Chapter 210 of the Franklin Municipal Code, Signs and Billboards, and shall be subject to review and approval by the Architectural Review Board and subject to issuance of a Sign Permit from the Inspection Department, prior to installation.
9. The applicant shall obtain final approval of the stormwater management plan filed with the application for this Ordinance, from the City Engineer, prior to the issuance of an Occupancy Permit.
10. The applicant shall prepare an updated ("current") Natural Resources Protection Plan, properly depicting all protected natural resource features including the Ordinary High Water Mark and associated Shore Buffer, for staff review and approval prior to the issuance of a Building Permit.
11. The applicant shall submit a Conservation Easement to be approved by the City of Franklin Common Council and recorded with Milwaukee County prior to the issuance of an Occupancy Permit.
12. H.O.L.I.E., Inc., successors and assigns and any owner of the property, as a condition of approval of this Ordinance, shall enter into an agreement with the City providing that in the event the land and/or building to be developed hereunder be exempt from general property taxation at any time, that such property shall be subject to an annual payment to the City by the owner(s) of the property in an amount that would be equal to the amount that would be levied as the annual City general property tax upon the real and personal property were it not

exempt from taxation. Such payments to the City shall be due and payable from time to time as and when general property taxes are due and payable. The agreement shall be prepared by the City Attorney and executed by the property owner, the Mayor and the City Clerk and shall be recorded in the Office of the Register of Deeds for Milwaukee County prior to the issuance of a Building Permit.

13. H.O.L.I.E., Inc., successors and assigns and any developer of the Brenwood Park senior housing development 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, for the subject project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

14. The approval granted hereunder is conditional upon H.O.L.I.E., Inc., successors and assigns and any developer of the Brenwood Park senior housing development for the property located at 9260 West Highland Park Avenue: (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.

SECTION 3: The proposed H.O.L.I.E., Inc. senior housing development shall have obtained a building permit for the principal use within one year from the date of adoption of this Ordinance, or this Ordinance and all rights and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.

SECTION 4: All other applicable terms and provisions of §15-3.0426, shall apply to the subject H.O.L.I.E., Inc. senior housing development area of Planned Development District No. 21 (Brenwood Park), and all terms and provisions of §15-3.0426 as existing immediately prior to the adoption of this Ordinance shall remain in full force and effect.

SECTION 5: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 7: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_





















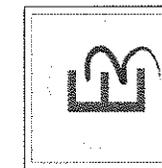












**DISCLAIMER:**  
The information contained on this plan is for informational purposes only. It is not intended to be used as a contract or warranty. The user of this information assumes all liability for any and all damages, including consequential damages, arising from the use of this information.

**AGREEMENT:**  
I, the undersigned, hereby agree to hold harmless and defend the author of this plan from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, that may be asserted against or incurred by the author of this plan in connection with the use of this plan.

No.	Description	Date
1	Site Plan	10/14/11
2	Site Plan	10/14/11
3	Site Plan	10/14/11
4	Site Plan	10/14/11
5	Site Plan	10/14/11

Owner  
**H.O.L.I.E.**

Landscape Plan

Project Name  
Date  
Drawn by  
Checked by  
**L 1.1**

Scale  
7/28/11

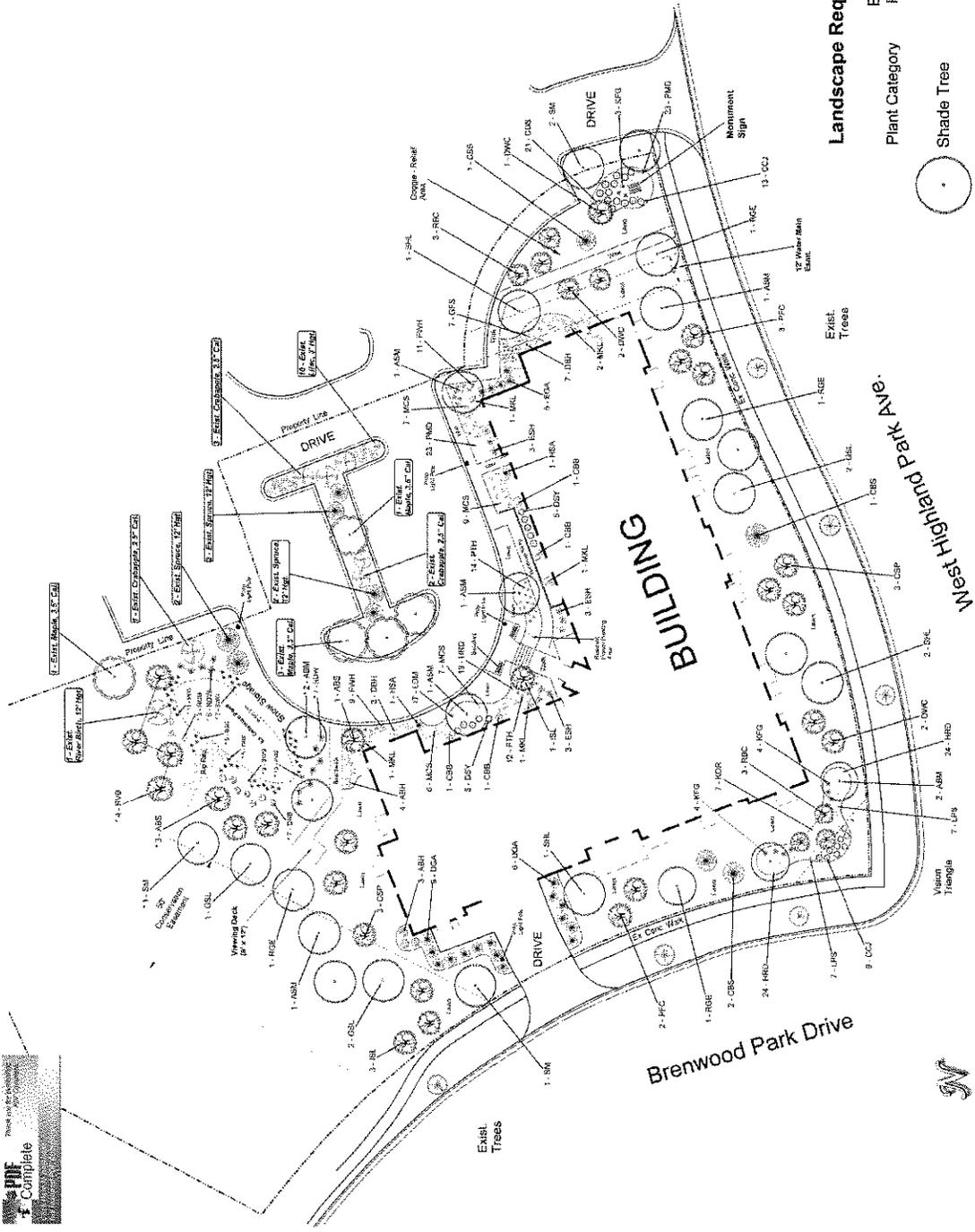
**KEY COMMON NAME**

- Shade Trees**  
 ASM Armstrong Maple  
 ABM Autumn Blaze Maple  
 SHL Shademaster Honeylocust  
 GSL Greenspire Linden  
 RGE Regal Elm
- Ornamental Trees**  
 ABS Autumn Brilliance Serviceberry  
 RVB River Birch  
 DWC Donald Wyman Crabapple  
 PFC Prairiefire Crabapple  
 RBC Red Barron Crabapple  
 CSP Cleveland Select Pear  
 ISL Ivory Silk Tree Lilac
- Evergreen Trees**  
 CBS Colorado Blue Spruce  
 HSA Holmstrup Arborvitae  
 DGA Dark Green Arborvitae  
 EGA Emerald Green Arborvitae

Note: See Sheet L1.2 for complete plant list

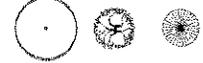
**NOTE:**  
**Landscape Watering**

Hose bibs are to be located on periphery of building exterior at 150' intervals to provide a water source for watering of plant material.

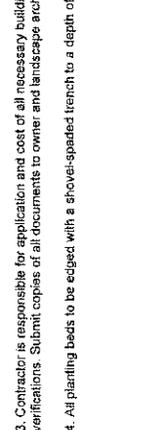
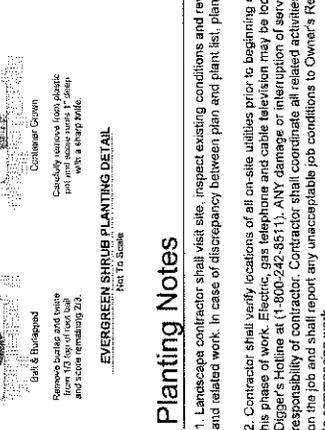
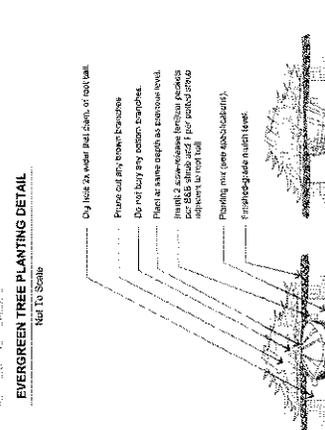
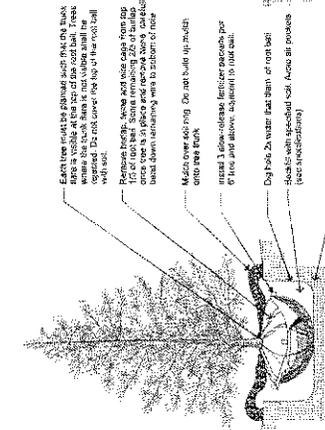


**Landscape Requirements Summary**

Plant Category	Existing Plants	Proposed Plants	Total Plants	Required Plants (Approved Yr. 2000 Plan)
Shade Tree	5	26	31	31
Ornamental Tree	7	34	41	41
Evergreen Tree	6	26	32	32
Shrubs	10	147	157	Not Specified



## Planting Details



## Plant List

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
<b>Shade Trees</b>					
5	ASH	Acer x Freeman's 'Armstrong'	Armstrong Maple	2.5' Cal.	BB
* 4	SMI	Amelanchier 'Vitifera'	Autumn Blaze Maple	2.5' Cal.	BB
* 4	SNL	Acer saccharum	Sugar Maple	2.5' Cal.	BB
4	SHL	Quercus bicolor 'Shademaster'	Shademaster Honeylocust	2.5' Cal.	BB
5	GSL	Tilia cordata 'Greenspire'	Greenspire Linden	2.5' Cal.	BB
4	RCE	Ulmus x Regal'	Regal Elm	2.5' Cal.	BB
<b>Ornamental Trees</b>					
* 4	ABS	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6'-7' Hgt. Clump	BB/Cont.
* 4	RVB	Betula nigra	River Birch	1.5' Cal.	BB
5	DWC	Malus x Donald Wyman'	Donald Wyman Crab	1.5' Cal.	BB
5	DMC	Malus x 'Dorset Gold'	Dorset Gold Crab	1.5' Cal.	BB
8	RBC	Malus x 'Red Baron'	Red Baron Crab	1.5' Cal.	BB
8	CSP	Pyrus calleryana 'Cleveland Select'	Cleveland Select Pear	1.5' Cal.	BB
4	ISL	Syringa reticulata 'Ivory Silk'	Ivory Silk Tree Lilac	1.5' Cal.	BB
<b>Evergreen Trees</b>					
4	CBS	Pinus pungens	Colorado Blue Spruce	4' Hgt.	BB
2	HSA	Thuja occidentalis 'Holmstrup'	Holmstrup Arborvitae	4' Hgt.	Cont.
15	NSA	Thuja occidentalis 'Nigra'	Dark Green Arborvitae	4' Hgt.	Cont.
9	EGA	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	4' Hgt.	Cont.
<b>Evergreen Shrubs</b>					
22	CCJ	Juniperus sabinna 'Mona'	Mona's Yew	15'-18" Sprd.	Cont.
10	DSY	Taxus x media 'Densolomis'	Densl's Yew	18-24" Sprd.	BB/Cont.
<b>Deciduous Shrubs</b>					
10	DBH	Diervilla lonicera	Dwarf Bush Honeysuckle	18-24"	Cont.
4	CBB	Eurovymus alata 'Compactus'	Compact Burning Bush	3-4' Hgt.	Cont.
9	ESH	Hydrangea macrophylla 'Ballinal'*	Endless Summer Hydrangea	18-24"	Cont.
7	ABH	Hydrangea macrophylla 'Annabelle'	Annabelle Hydrangea	18-24"	Cont.
7	KCR	Rosa x 'Kardaz'	Cardinal Rose (Pink)	15-18"	Cont.
7	CCD	Rosa x 'Cordoba'	Cordoba Rose	15-18"	Cont.
29	MCS	Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	15-18"	Cont.
14	LPS	Spiraea japonica 'Little Princess'	Little Princess Spirea	15-18"	Cont.
6	MKL	Syringa sakuila 'Miss Kim'	Miss Kim Lilac	3-4' Hgt.	Cont.
* 3	RCB	Aronia arbutifolia	Red Chokeberry	3-4' Hgt.	Cont.
* 7	DNB	Physocarpus opulifolius	Dwarf Ninebark	3-4' Hgt.	Cont.
* 12	RDW	Cornus sericea	Redtwig Dogwood	3-4' Hgt.	Cont.
<b>Perennials</b>					
17	LDM	Achimille mollis	Lady's Mantle	4" Pot	Cont.
47	HRD	Hemerocallis 'Happy Returns'	Happy Returns Daylily	4" Pot	Cont.
47	HRD	Hemerocallis 'Midnight Blue'	Midnight Blue Daylily	4" Pot	Cont.
23	PTH	Hosta 'Patriot'	Patriot Hosta	#1 Gal.	Cont.
20	FWH	Hosta 'Frances Williams'	Frances Williams Hosta	#1 Gal.	Cont.
21	CDS	Salvia nemorosa 'Cardonna'	Carbomne Salvia	4" Pot	Cont.
<b>Ornamental Grasses</b>					
11	KFG	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Grass	#1 Gal.	Cont.
* 10	BBS	Andropogon gerardi	Big Bluestem	#1 Gal.	Cont.
* 16	SMG	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	#1 Gal.	Cont.
* 24	PDS	Sporobolus heterolepis	Prairie Dropseed	#1 Gal.	Cont.

\* Denotes plant species native to Wisconsin (Detention basin area).



**PREPARED BY:**  
Stano Landscaping, Inc.  
1500 W. North Ave.  
Northbrook, IL 60062  
Phone: 847.464.1111  
Fax: 847.464.1112

**ARCHITECT:**  
H.O.L.I.E.  
1000 W. North Ave.  
Northbrook, IL 60062  
Phone: 847.464.1111  
Fax: 847.464.1112

No.	Description	Date
1	Pre-Calc. Comments	10/2/14
2	Pre-Calc. Comments	10/16/14

Owner: **H.O.L.I.E.**  
Landscape Details

Project Number: \_\_\_\_\_  
Date: \_\_\_\_\_  
Drawn By: \_\_\_\_\_  
Checked By: \_\_\_\_\_

Scale: **L 1:2**

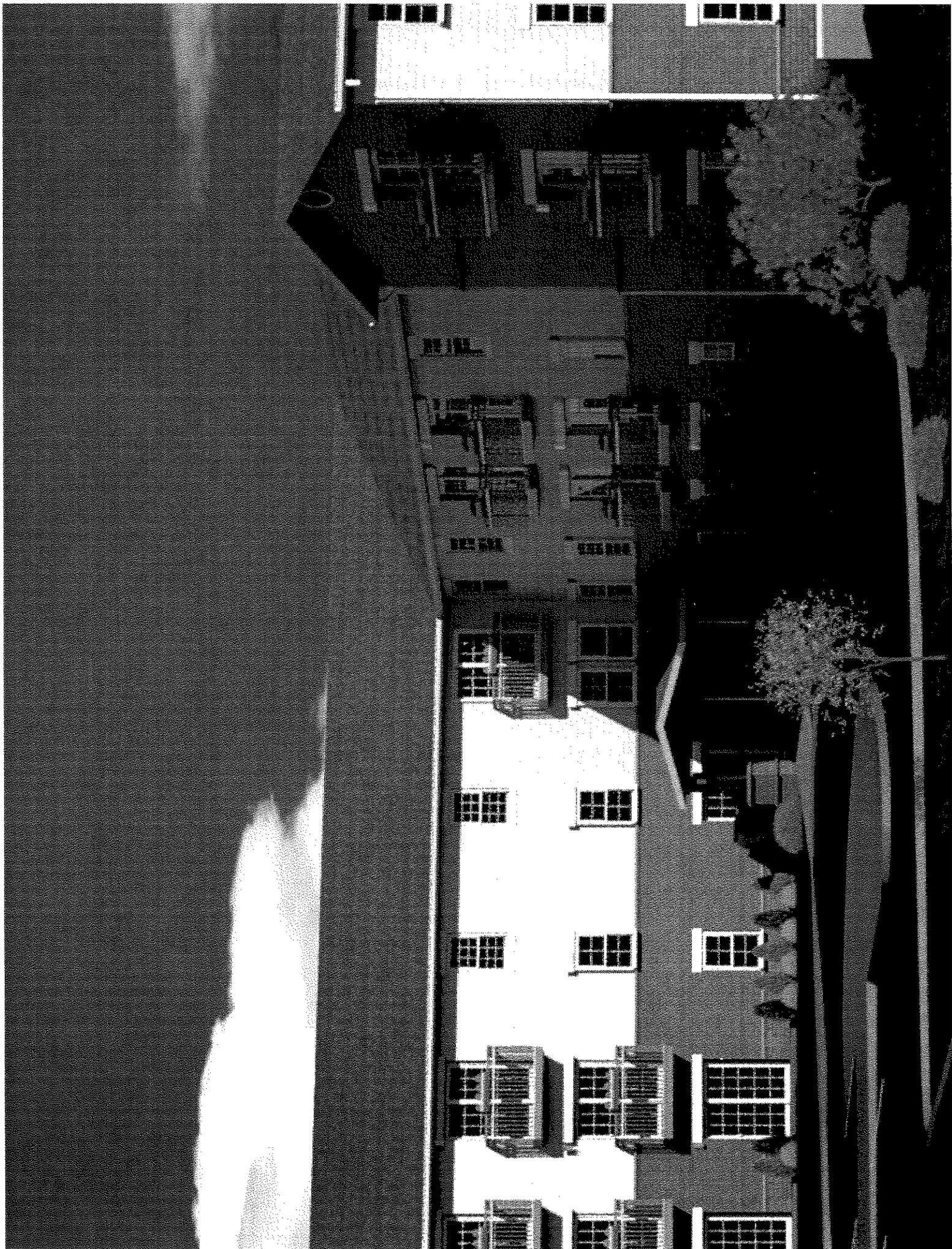
## Planting Notes

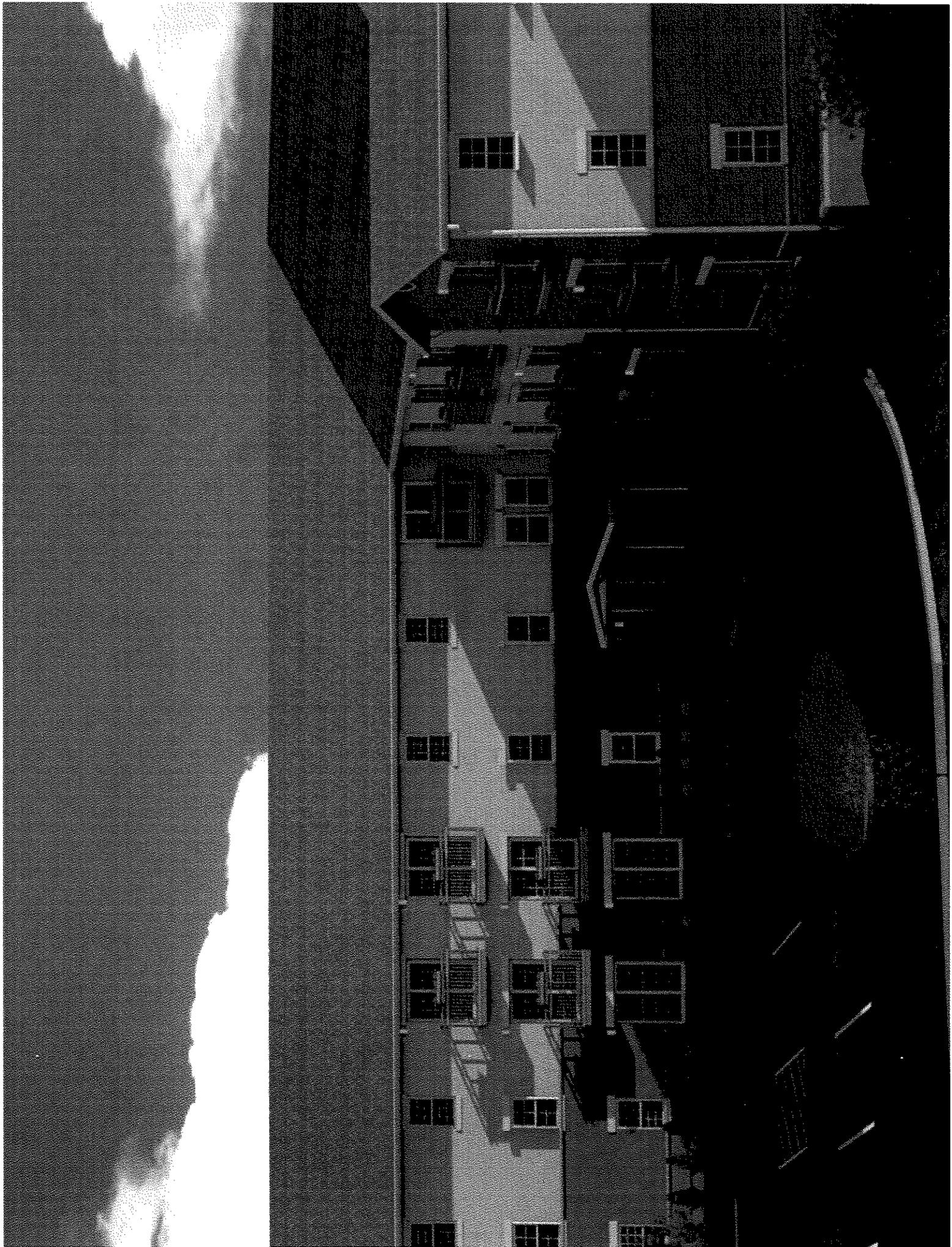
- Landscape contractor shall visit site, inspect existing conditions and review proposed planting and related work. In case of discrepancy between plan and plant list, plan shall govern quantities.
- Contractor shall verify locations of all on-site utilities prior to beginning construction on this phase of work. Electric, gas telephone and cable television may be located by calling Dipper's Hotline at (1-800-242-8511). ANY damage or interruption of services shall be the responsibility of contractor. Contractor shall coordinate all related activities with other trades on the job and shall report any unacceptable job conditions to Owner's Representative prior to commencing work.
- Contractor is responsible for application and cost of all necessary building permits and code verifications. Submit copies of all documents to owner and landscape architect.
- All planting beds to be edged with a shovel-edged trench to a depth of 4".
- All shrub beds and trees shall be mulched with 3" depth layer of shredded bark mulch. All perennial and groundcover beds shall be mulched with a 1.5" depth layer of shredded bark mulch. All deciduous trees shall be mulched with a 3" diameter circle of mulch. All evergreen trees shall be mulched to the drip line.
- Perennial and groundcover beds to be amended with a 2" layer of mushroom compost, filled to a depth of 6", raked smooth, fertilized with commercial 10-5-4 fertilizer at a rate of 25 lbs. per 1,000 SF. planted, mulched and watered.
- Contractor to provide a guarantee of all plant material for a period of two (2) years. Guarantee period to begin following acceptance by Landscape Architect and/or Owner. Contractor to provide maintenance services for a period of 30 days after acceptance, including watering, weeding, pruning and mowing. Contractor shall replace without COAST to Owner, any dead or unacceptable plants, as determined by Landscape Architect during and at the end of the Guarantee Period.



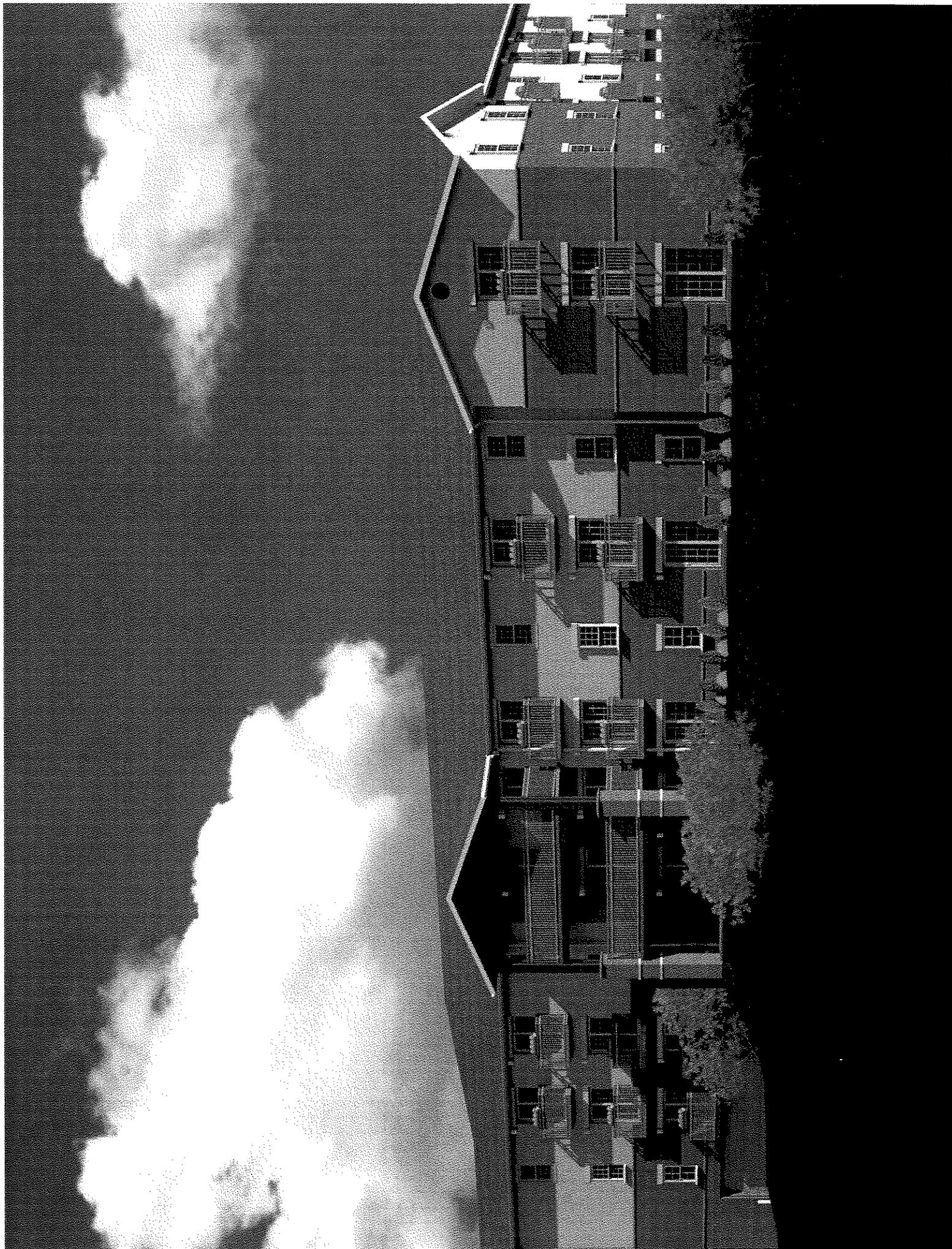
Dial 800 or 800-242-8511  
www.dippershotline.com

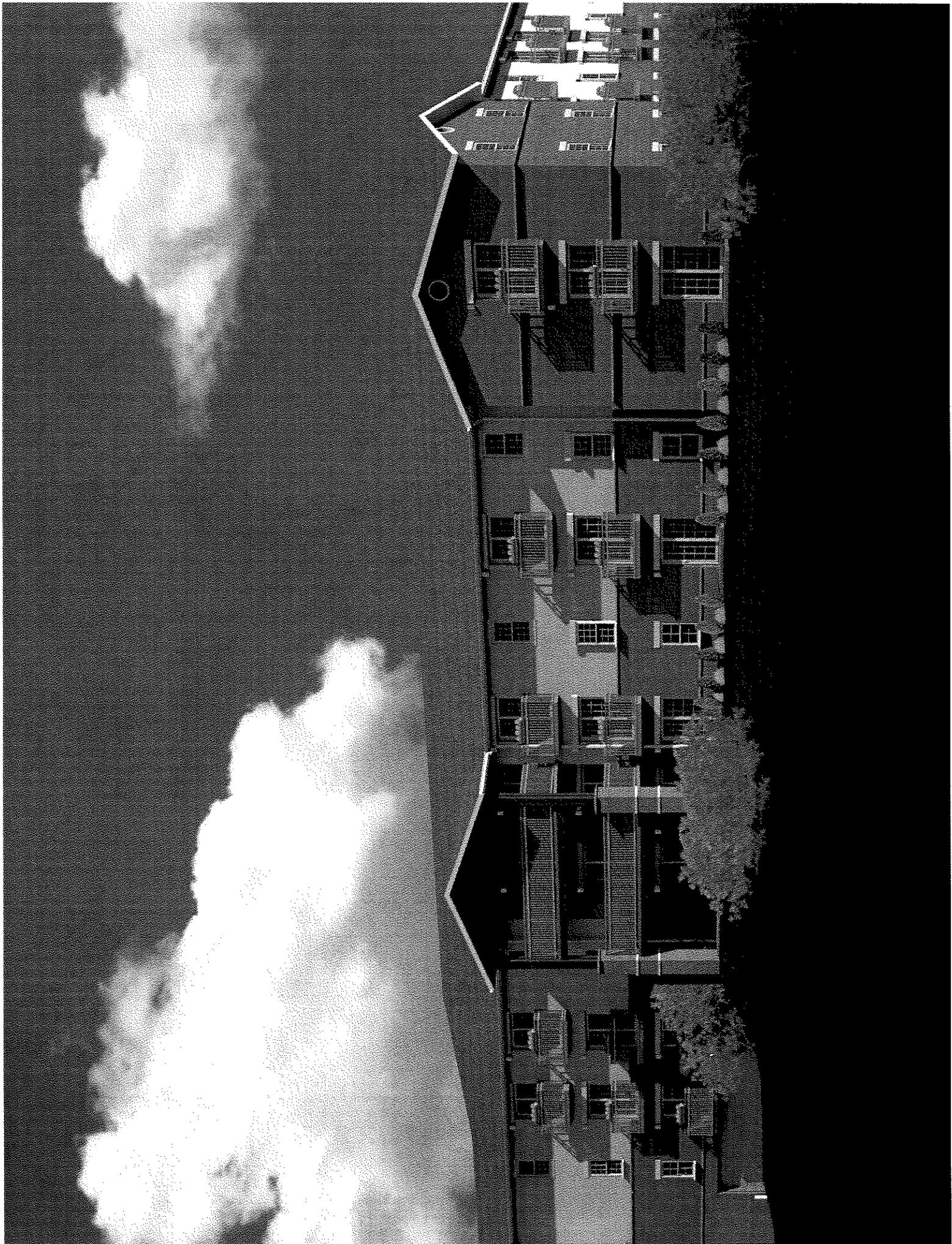


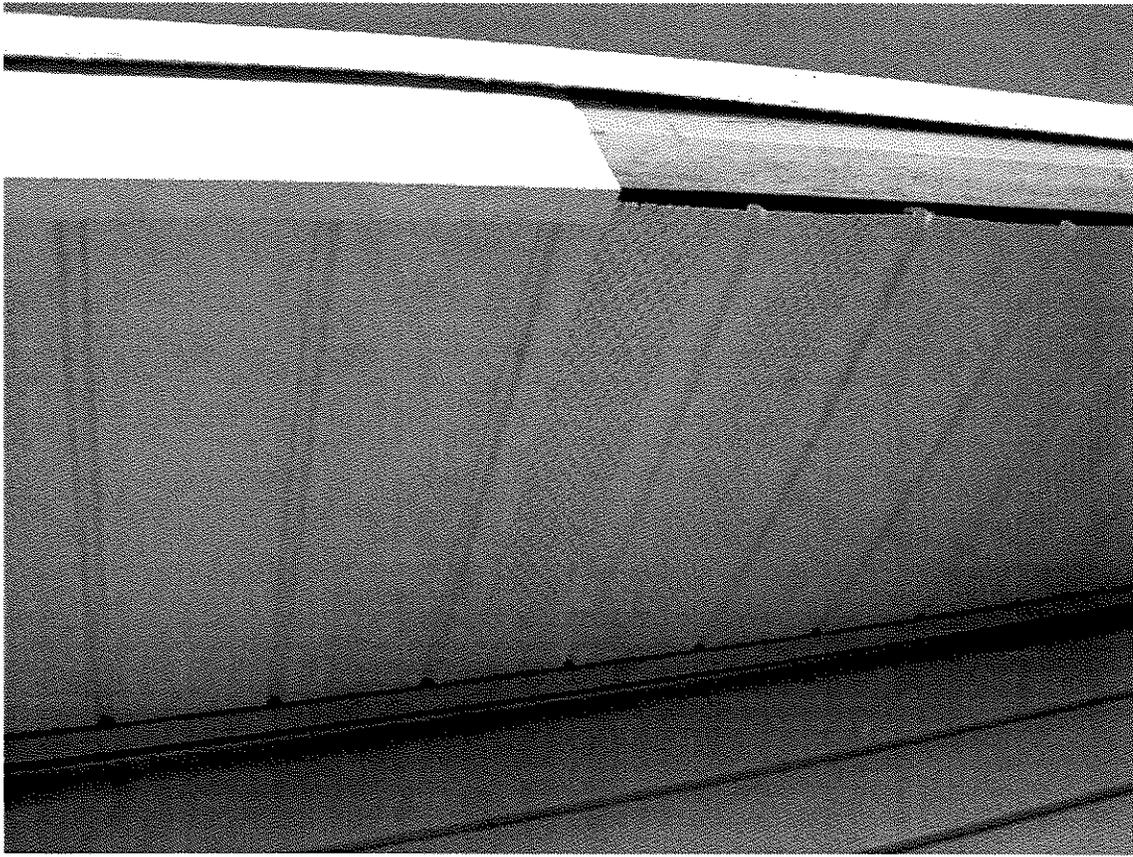
















## CITY OF FRANKLIN



## REPORT TO THE PLAN COMMISSION

Meeting of May 8, 2014

**Planned Development District Amendment**


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**RECOMMENDATION:** Department of City Development staff recommends approval of the Planned Development District Amendment Application, subject to the conditions in the draft ordinance.

---

<b>Project Name:</b>	H.O.L.I.E. Brenwood Village
<b>Project Address:</b>	9260 West Highland Park Avenue
<b>Applicant:</b>	Becker Property Services, LLC
<b>Property Owner:</b>	CIB Marine Capital, LLC
<b>Current Zoning:</b>	Planned Development District No. 21 and FW Floodway District
<b>2025 Comprehensive Plan</b>	Residential and Areas of Natural Resource Features
<b>Use of Surrounding Properties:</b>	Vacant land zoned PDD No. 21 to the north and west, Franciscan Friars property to the east and vacant land zoned PDD No. 31 to the south
<b>Applicant Action Requested:</b>	Approval of the PDD Amendment Application, as a minor amendment, to allow for development of a multi-tenant office building

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**Introduction**

Please note:

- Staff recommendations are *underlined, in italics* and are included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft resolution.

On April 1, 2014, the applicant submitted a Planned Development District (PDD) Amendment Application for a proposed three-story, 69-unit multi-family residential senior apartment building development. The property is zoned Planned Development District No. 21 and FW Floodway District.

The applicant is requesting, with agreement from Department of City Development staff, that the Plan Commission determine the proposed amendment to be a Minor Amendment. Major PDD Amendments are typically reserved for changes to the exterior boundaries of a PDD, changes to uses, and changes to street layouts. The proposed use is similar to the previously approved use, which was for a “special care senior living facility.”

The applicant, Housing Of Limited Income Elderly (H.O.L.I.E.), is a not for profit organization with the goal of providing housing for seniors that is reasonably priced compared to typical market rate housing. The apartment complex will have an age requirement that at least one of the

tenants occupying each unit be 62 years of age or older. As indicated by the applicant, the goal of the facility is to provide housing for seniors with limited income; however, there is not a specific or set income requirement. The goal is to provide rent low enough to accommodate a person within 60% of the Milwaukee County median income affording the apartment without paying over 30% of their income on rent. The applicant will rent to an individual that has an income that exceeds this standard. The applicant anticipates rents at \$1.00 per square foot for one-bedroom units (about \$670/month) and \$1.10 per square foot for two-bedroom units (about \$1,070/month).

**History**

The Common Council approved planned Development District No. 21 on September 19, 1995. It was subsequently amended many times, most particularly:

- Ordinance 2000-1612 was approved by the Common Council on September 5, 2000 and amended PDD No. 21 to approve Phase III of the Brenwood Park development. The Ordinance approved an 84-unit, 3-story Residential Care Apartment Complex (RCAC) limited assistance senior living housing apartment complex (which was to be located on the subject parcel but was never built) and an eight to ten member residential housing complex for the Francis and Clare Friary.
- Ordinance 2001-1667 was approved by the Common Council on August 14, 2001 and amended PDD No. 21 to change the use description from a “Residential Care Adult Community (RCAC) limited assistance senior living housing complex” to a “special care senior living facility.” The densities were also amended stating that the special care senior living facility shall not exceed 64 units and the Friary shall not exceed 12 bedrooms.

Based upon the above information, the applicant is specifically requesting to amend the exhibits and drawings pertaining to the subject property outlined in Ordinance 2001-1667, amending the use from “special care senior living facility” to “senior apartment complex use”, increasing the density from 64 units to 69 units, and changing the site plan and building architecture.

**Project Description/Analysis**

The proposed apartment building consists of 69 units, 54 one-bedroom units, and 15 two-bedroom units. The apartments will range between 670 square feet and 970 square feet. The applicant has not yet determined construction/improvement costs. The applicant has also noted that there will be a permanent on-site manager.

Provided below is a comparison of the previously approved (but not constructed) building and site plan from 2001 to the current proposal.

<b>Previously Approved</b>	<b>Currently Proposed</b>
Unknown (similar footprint to proposed)	77,064 square feet in size
3-stories	3-stories
64 units	69 units

Shared access from Highland Park Avenue	Shared access from Highland Park Avenue and access from Brenwood Park Drive
22 surface parking spaces and 0 underground parking stalls	20 surface parking spaces and 50 underground parking stalls
2 ADA accessible parking spaces	4 ADA accessible parking spaces (2 surface stalls and 2 underground stalls)

Site Plan:

The proposed apartment building will be developed on the northeast corner of West Brenwood Park Drive and West Highland Park Avenue. The property is irregularly shaped and shares an access drive and parking with the adjacent Franciscan Friars use. The property has an area of approximately 2.21 acres (92,205 square feet). The property is currently vacant, except for the shared drives and parking areas.

The applicant is proposing a 3-story, 69-unit senior apartment building. The building is 77,064 square feet. The proposed Open Space Ratio<sup>1</sup> (OSR) is 60.9%, consisting of 56,176 square feet of greenspace and 36,029 square feet of impervious surface. PDD No. 21 does not contain a minimum OSR. Developments within PDD No. 21 have been approved per the specific plans submitted by the developers. For comparison purposes, the R-8 Multiple-Residence District requires an OSR of 0.35 or 0.25.

The applicant is proposing a density of approximately 31 units per acre. For comparison purposes, the R-8 District allows for a density of 8 units per acre. Several other developments, primarily developments within Planned Development Districts, have been approved at a higher density than allowed per the R-8 District. For example, the Sacred Heart at Monastery Lake development located at 7330 South Lovers Lane Road, has a density of about 12 units per acre (176 units/14.97 acres). Clare Meadows, 7700 South 51<sup>st</sup> Street contains 135 units on approximately 6.51 acres, resulting in a density of approximately 21 units per acre. In 2011, the City approved the Franklin Meadows senior apartment building with a density of about 30 units per acre (30 units/0.99 acres). Finally, the adjacent Brenwood Senior Independent Apartments, 9501 West Loomis Road, has a density of approximately 20 units per acre (167 units/8.37 acres) and the adjacent Community Based Residential Facility, 9535 West Loomis Road, contains 84 units on approximately 2.72 acres for a density of approximately 31 units per acre.

As this project is intended to be a senior apartment development (unassisted living and only one tenant per unit need be 62 years or older), and is not intended as a senior assisted living facility as previously approved, there may be more traffic associated with this project than previously envisioned. In addition, the density herein proposed (69 units) is slightly more than previously approved (64 units), and is greater than most of the other senior developments in this area. Therefore, staff suggests that the number of units to be provided in this development not exceed the previously approved 64 units.

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<sup>1</sup> Open Space Ratio is the number derived by dividing the open space of the site by the base site area, including protected natural resource features.

The applicant is proposing a 40-foot tall flagpole within the surface parking lot. Trash facilities are provided underground and are shown on Sheet A1.0; therefore, a dumpster enclosure is not proposed. An area for snow storage is illustrated on the Landscape Plan (Sheet L1.1).

According to the applicant, the sewer easement does not reflect the actual location of the sewer. Staff recommends that the applicant, with assistance from the Engineering Department, determine the actual location of the sewer and amend the easement location as necessary, prior to issuance of an Occupancy Permit.

The Fire Department provided comments for the subject development. The applicant is required to meet all Building and Fire Codes. Staff recommends that all Fire Department comments sent to the applicant on April 10, 2014, be fully addressed prior to issuance of a Building Permit.

#### Parking:

PDD No. 21 does not contain a specific parking space requirement for an apartment building. For reference, Table 15-5.0203 of the UDO requires a Standard Parking Ratio (SPR) for multi-family apartments of 1 space per dwelling unit for efficiency and one bedroom units, 2 spaces per dwelling unit for two bedroom units and 2.5 spaces per dwelling unit for three or more bedroom units.

The proposed apartment building consists of 54 one-bedroom units and 15 two-bedroom units, and thus a SPR of 84 parking spaces. The applicant's plans indicate 70 parking spaces (although the project narrative indicates 88 parking spaces). These spaces include 11 surface parking stalls solely on the H.O.L.I.E. property, 9 shared stalls that are located on both the H.O.L.I.E. and Friary property, and 50 underground parking stalls. The applicant is also requesting credit for the 13 parking spaces on the opposite side of the entry drive, which are solely on the Friary property. This would result in 83 parking spaces; however, staff is not considering those spaces at this time, as a shared parking agreement has not yet been provided. Staff recommends submittal of a recorded copy of a shared parking agreement with the adjacent Friary use to address the parking spaces that are located on both properties prior to issuance of an Occupancy Permit. Staff is in favor of including the 13 parking spaces on the opposite side of the entry drive if the applicant and the Friary can come to an agreement regarding those spaces.

With 70 parking spaces, the proposed parking is approximately 17% below the UDO SPR. As a senior apartment facility, staff does not object to the quantity of parking provided. However, the applicant has noted that there will be a separate fee for underground parking. As there is not a large amount of surface parking, staff would note some concern with that aspect of the parking. If tenants do not purchase underground parking spaces, excessive parking may occur on nearby city streets. If street parking becomes an issue in the future, the City may have to consider prohibiting parking along West Brenwood Park Drive and West Highland Park Avenue. If that were to occur, staff believes the applicant would need to modify or even eliminate the parking fee in order to provide sufficient onsite parking.

The existing surface parking spaces are 9-feet wide and 18-feet in length. The underground parking spaces are 9-feet wide and 20-feet in length, which complies with Section 15-5.0202B.

of the UDO which requires that the size of each parking space shall be not less than 180 square feet nor less than 9-feet in width.

Two ADA accessible parking spaces are provided within the surface parking area and three ADA accessible spaces are provided for the garage level parking, which complies with ADA standards and Table 15-5.0202(I)(1) of the UDO. These standards require a minimum of one accessible parking spaces for off-street parking lots with 1 to 25 parking spaces and two accessible spaces for parking areas with 26 to 50 parking spaces. Therefore, the applicant could eliminate one underground ADA parking space if they choose.

Access:

The previously approved site plan reflected the shared ingress/egress from West Highland Park Avenue. The applicant is proposing to keep that shared access as well as add an ingress/egress location to the underground parking from West Brenwood Park Drive. The access is being added at that location due to difficulty with adjacent grades on the other sides of the proposed building. Staff does not object to the additional ingress/egress.

Although Certified Survey Map No. 7011, recorded on September 27, 2001, denotes a 23-foot wide access easement for the ingress/egress adjacent to West Highland Park Avenue, according to the applicant, there is no agreement in place between the subject property and the Friary property regarding the shared access. Staff suggests that the applicant prepare a cross-access easement for review and approval by the Common Council and recording with Milwaukee County.

The Site Plan also incorporates pedestrian access, including a sidewalk extending from the front entrance to the east and then south to the sidewalk along West Highland Park Avenue. In addition, there is pedestrian striping extending from the building to the surface parking lot. Staff recommends that a pedestrian walkway be added that extends from the front entrance, continuing north and then west around the building to connect to the sidewalk along West Brenwood Park Drive, prior to issuance of an Occupancy Permit.

Landscaping:

PDD No. 21 does not contain specific landscaping requirements. Table 15-5.0302 of the UDO requires 1.5 canopy/shade tree per dwelling unit, 1 evergreen tree per dwelling unit, 1 decorative tree per dwelling unit and 3 shrubs per dwelling unit.

Given that the multi-family apartment building contains 69 dwelling units, the UDO would require 104 canopy/shade trees, 69 evergreens, 69 decorative trees and 207 shrubs. As this is a three story building on a relatively small lot, staff finds that the UDO standards in this case are excessive.

The Landscape Plan approved in 2000 included 31 canopy/shade trees, 41 decorative trees and 32 evergreens. The applicant is proposing 31 canopy/shade trees, 41 decorative trees and 32

evergreens to match the quantity previously approved. The applicant is also proposing 142 shrubs<sup>2</sup>.

The Landscape Plan indicates a planting guarantee of 1-year to be provided by the landscape contractor. Staff recommends that a 2-year planting guaranty per Section 15-5.0303G.3. of the UDO, and that an irrigation plan in compliance with Section 15-5.0303D of the UDO, both be provided prior to issuance of an Occupancy Permit.

#### Lighting:

The surface parking lot contains an existing light pole. The applicant did not provide a Lighting Plan illustrating any additional proposed lighting. Staff recommends that a Lighting Plan, in compliance with Division 15-5.0400, be submitted for Department of City Development staff review and approval, prior to issuance of a Building Permit.

#### Architecture:

The primary building materials are proposed to be CertainTeed siding (the type of material, such as vinyl or fiber cement siding, was not specified by the applicant), utility brick veneer (brown and tan in color), and black or grey shingles on a gable and dormer oriented roof. The 3-story building has a peak height of 38.3-feet and its front entrance faces northeast (with the rear of the building facing Brenwood Park Drive and Highland Park Avenue).

In comparison to the previously approved (but not constructed) building, it can be noted that in staff's opinion, the architecture of the proposed building is generally less architecturally interesting and less esthetically pleasing. In particular:

- There is less articulation in the proposed building's facades and roofline and there is a greater appearance of mass to the proposed building. Both are due in part to the proposed building's lack of "stepped down" approach at the ends of the building (moving from 3-stories to 2-stories).
- There is less variation in the vertical placement of the brick siding in the proposed building.
- There are fewer decorative features on the proposed building. The previously approved building proposed variations in brick patterns, cedar trim, prominent dormers in the roofline/facades, and a larger entrance feature.

In addition, the Common Council had expressed some concerns and reservations with the quality of the architecture of the proposed building as presented at the Concept Review held on July 7, 2013 (which architecture was similar to that herein proposed). Furthermore, staff has received comments from the Alderman of the District, as well as from a representative of the adjacent Foresthill Highlands development, with concerns about the quality of the architecture of the proposed building.

Below are staff's recommendations regarding architecture. Staff is further recommending that revised elevations be brought back to the Plan Commission for review and approval prior to issuance of a Building Permit.

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<sup>2</sup> The Landscape Plan approved in 2000 did not specify the quantity of shrubs provided.

- The applicant shall introduce a third material to all elevations of the building.
- A cement siding product shall be utilized.
- Vertical variation in the height of the brick shall be provided on all elevations of the building. In some instances, such brick shall be extended to the top of the third story.
- Vertical or horizontal banding or pattern variations shall be provided in the brickwork on all elevations.
- The second and third floor units shall have full balconies.
- All exterior mechanicals must be depicted on the plans and screened from public view. Individual air conditioner units are prohibited.
- Dormers shall be added to all elevations, functional dormers are strongly encouraged.
- Exterior amenities, such as the proposed community flower garden, community patio, and covered barbeque and picnic area shall be depicted on the plans.

Staff suggests the following architectural changes. It can be noted that implementing the following changes would likely negate the need of some of the changes recommended above:

- Reduce the height and mass of the proposed building by setting the height of the ends of the building to 2-stories.
- Redesign the building façade and footprint to incorporate more vertical and horizontal articulation.

#### Signage:

Sheet C1.0 illustrates a sign on the west side of the main access drive. There is an existing sign for the Friary located on the east side of the main access drive. Staff suggests that the applicant work with the Friary to provide a joint sign for the two properties.

The applicant has indicated a preference for their own sign, and may possibly request to relocate the sign adjacent to Brenwood Park Drive or at the corner of Brenwood Park Drive and Highland Park Avenue.

Staff recommends that all signs shall comply with Chapter 210 of the Municipal Code, Signs and Billboards, and be subject to review and approval by the Architectural Review Board and subject to issuance of a Sign Permit from the Inspection Department.

It should be noted that compliance with the Municipal Code will require a shared sign between H.O.L.I.E. and the Friary, as the Sign Code requires a 500-foot separation distance between monument signs. Due to the location of the existing Friary sign, this requirement would prohibit a monument sign on the H.O.L.I.E. property.

A second sign could be approved as part of this application for a Planned Development District No. 21 Amendment. If that is desired, the recommendation above must be removed. The Plan Commission may consider replacing the condition with a condition requiring that a sign plan be submitted to the Department of City Development staff for staff or Plan Commission/Common Council review, prior to issuance of a Sign Permit.

Stormwater Management:

The site contains an existing stormwater retention area. Staff recommends the applicant obtain final approval of the stormwater management plan from the City Engineer, prior to issuance of an Occupancy Permit.

Natural Resource Protection Plan and Conservation Easement:

The subject property contains several protected natural resource features including a wetland and associated wetland buffer and setback, floodplain and floodway, and a creek/stream and associated shore buffer. Other than the shore buffer, these environmental features are illustrated on the Site and Grading Plan. In addition, Certified Survey Map No. 6756, recorded on December 3, 1999, depicts an “Environmental Corridor and Wetland Line.”

As the natural resource feature delineations are more than five –years old, and as wetland delineations expire after five years pursuant to State and City regulations, staff recommends that an updated Natural Resource Protection Plan, properly depicting all protected natural resource features, be prepared by the applicant for staff review and approval prior to issuance of a Building Permit. Staff also recommends the applicant submit a Conservation Easement to be approved by the City of Franklin Common Council and recorded with Milwaukee County prior to issuance of an Occupancy Permit.

Comprehensive Master Plan Consistency:

- *Consistent with, as defined by Wisconsin State Statute, means “furthers or does not contradict the objectives, goals, and policies contained in the comprehensive plan.”*

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject property as Residential and Areas of Natural Resource Features. The surrounding future land uses are Residential, Areas of Natural Resource Features and Institutional. Staff believes the development is consistent with the CMP.

Staff would note that the adjacent areas are multi-family developments but are designated as Residential in the CMP, including the Friary, Brenwood senior apartments, Harmony at Brenwood CBRE, and the Foresthill Highlands developments. Staff believes the City should consider an application to amend the entire area to “Residential – Multi-Family” in the future.

**Staff Recommendation**

Department of City Development staff recommends approval of the Planned Development District Amendment Application, subject to the conditions in the draft ordinance.

Staff would note that in its opinion, the quality of the architecture of the proposed building is significantly less than that of the existing adjacent buildings, and furthermore, that the location of the proposed building in close proximity to West Brenwood Park Drive makes this an even more important issue. Should the applicant not agree to a majority of the proposed architectural changes, staff would recommend denial of the project.



## CITY OF FRANKLIN



## REPORT TO THE PLAN COMMISSION

Meeting of October 23, 2014

**Planned Development District No. 21 Amendment**


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**RECOMMENDATION:** Department of City Development staff recommends approval of the Planned Development District No. 21 Amendment, subject to the conditions in the draft ordinance.

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<b>Project Name:</b>	Woodland Court (formerly H.O.L.I.E. Brenwood Village)
<b>Project Address:</b>	9260 West Highland Park Avenue
<b>Applicant:</b>	Becker Property Services, LLC
<b>Property Owner:</b>	CIB Marine Capital, LLC
<b>Current Zoning:</b>	Planned Development District No. 21 and FW Floodway District
<b>2025 Comprehensive Plan</b>	Residential and Areas of Natural Resource Features
<b>Use of Surrounding Properties:</b>	Vacant land zoned PDD No. 21 to the north and west, Franciscan Friars property to the east and vacant land zoned PDD No. 31 to the south
<b>Applicant Action Requested:</b>	Approval of the PDD No. 21 Amendment, as a minor amendment, to allow for development of a multi-family residential senior apartment building

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Please note:

- Staff recommendations are *underlined, in italics* and are included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft resolution.

**Introduction**

At the May 8, 2014 meeting, the Plan Commission unanimously approved a motion to table the proposed Planned Development District amendment, and referred the item back to Planning staff. At that meeting, the Plan Commission primarily expressed concerns regarding the architecture of the building.

The May 8<sup>th</sup> staff report is attached for additional information regarding the proposed development. Staff is recommending many of the same conditions, with the addition of the conditions stated in this report and amended architectural recommendations as described below.

**Project Description/Analysis**

Following the May 8<sup>th</sup> Plan Commission meeting, the applicant provided staff with a revised set of elevations. Staff reviewed and sent the applicant comments. The applicant made further

revisions and then met with staff to discuss. The applicant has now provided another set of revised elevations based on staff's feedback for Plan Commission review.

Architecture:

The primary building materials remain the same as previously proposed and include CertainTeed fiber cement siding, board and batten fiber cement siding, utility brick veneer (brown and tan in color), and a black or grey shingle roof.

The applicant has added bump-outs to the building located at the approximate center of the elevations facing Highland Park Avenue and Brenwood Drive and gable roofs on the ends of the building and on the bump-outs. The applicant is also providing functional balconies, a CalStar base material around the entire building, a contrasting brick pattern on the corners of the building, and wall sconces.

However, in review of the revised plans, staff has noticed several discrepancies between the elevations, renderings, and site plans. For example, the site plan does not show the building footprint/bump-outs correctly. Furthermore, the site plan and landscape plan depict building footprints that do not match. Also, the renderings do not illustrate the new base material as shown on the elevations. In addition, the elevations show a change of brick or a different material between the brick and siding, however, the material is not labeled. Staff recommends that the applicant submit a revised set of plans that is consistent throughout for Department of City Development review and approval, prior to issuance of a Building Permit. Staff also recommends that the revised plans clearly identify all of the proposed architectural enhancements and features, including but not limited to: corbels incorporated at all brick corners; a decorative brickwork pattern or similar feature incorporated between the brickwork and the fiber cement siding; etc.

Staff also recommends that the final color selection shall be similar to the colors shown on the building renderings. The elevations do not indicate specific colors.

Previous architecturally related staff recommendations and suggestions are bulleted below with a brief statement in bold indicating how the applicant is now addressing them. While some of these previous recommendations/suggestions have been addressed or partly addressed, certain others have not. Therefore, new or revised staff recommendations/suggestions have been provided.

Previous recommendations:

- The applicant shall introduce a third material to all elevations of the building.  
**A CalStar base material was added around the entire building.**
- A cement siding product shall be utilized.  
**CertainTeed fiber cement siding has been incorporated on most of the third floor and a portion of the second floor elevations.**
- Vertical variation in the height of the brick shall be provided on all elevations of the building. In some instances, such brick shall be extended to the top of the third story.

**There is variation in the height and color of the brick, however, the applicant chose not to extend the brick to the third story.**

- Vertical or horizontal banding or pattern variations shall be provided in the brickwork on all elevations.  
**Soldier coursing between the first and second floors and between the second and third floors has been removed, but corbels at some brick corners has been added.**
- The second and third floor units shall have full balconies.  
**Functional balconies are provided.**
- All exterior mechanicals must be depicted on the plans and screened from public view. Individual air conditioner units are prohibited.  
**The applicant has indicated that individual air conditioner units will not be utilized.**
- Dormers shall be added to all elevations, functional dormers are strongly encouraged.  
**Dormers have not been added; however, the applicant has added gable roofs to the ends of the building and bump-outs to break up the long expanse of the roof and façades facing the two public streets.**
- Exterior amenities, such as the proposed community flower garden, community patio, and covered barbeque and picnic area shall be depicted on the plans.  
**Site amenities have not been provided.**

Previous suggestions:

- Reduce the height and mass of the proposed building by setting the height of the ends of the building to 2-stories.  
**The applicant has increased the height of the ends with the gable roofs to provide greater articulation.**
- Redesign the building façade and footprint to incorporate more vertical and horizontal articulation.  
**The applicant has provided bump-outs and balconies.**

Staff believes the architecture has improved since the previous Plan Commission submittal. However, to fully address the previously proposed recommendations, staff recommends the following changes and submittal of revised elevations for Planning Staff review and approval, prior to issuance of a Building Permit.

- Extend the brick on the ends of the building and the center bump-outs to the top of the third story and extend a decorative feature such as soldier coursing, dentil corbelling, a stone sill, etc. within these areas between the first and second floor and between the second and third floor. Staff suggests that a single brick color be utilized.
- The two bump-outs shall employ similar features and materials as the main building entrance such as rough sawn heavy timber columns with dry laid stone base with precast cap columns and cedar ply canopy soffits.

- All exterior mechanicals must be depicted on the plans and screened from public view. Individual air conditioner units are prohibited.
- Gutters and downspouts must be provided for the entire building and depicted on the plans.

Site Plan:

Please note that the applicant is showing a sign that would not be considered compliant with the City's sign code, as it is located within 500 feet of another monument sign. As previously recommended, Staff is still recommending compliance with the sign code, which would require the applicant to locate the sign along Brenwood Park Drive. Staff would not object to a monument sign at the corner of Brenwood Park Drive and Highland Park Avenue; however, the Plan Commission would have to specifically allow that location in PDD No. 21 and amend Condition No. \_\_\_\_, as the sign would be located within 500 feet of another monument sign. A sign at the corner would be approximately 325 feet from the Friary sign. Staff would suggest a shared sign between the two developments.

Landscaping/Site Amenities:

It can be noted that the proposed development does not provide any exterior site amenities—other than one sidewalk connection to the sidewalk on Highland Park Avenue—even though the original submittal indicated that such site amenities as a community flower garden, community patio, picnic area, etc. were mentioned. It can also be noted that the adjacent senior developments all provide some sort of outdoor amenities, such as gardens, patios, outdoor seating, etc. However, it can be noted that little space is available on the subject property for such amenities. Therefore, Staff recommends that the applicant submit a revised Landscape Plan to the Department of City Development for review and approval, to include such amenities as landscaped pedestrian walkways, seating areas, decorative lawn ornaments and lighting, and/or trellises/pergolas/arbors, prior to issuance of a Occupancy Permit.

Staff Recommendation

Department of City Development staff recommends approval of the Planned Development District Amendment Application, subject to the conditions in the draft ordinance.



## CITY OF FRANKLIN



## REPORT TO THE PLAN COMMISSION

Meeting of December 4, 2014

**Planned Development District No. 21 Amendment**


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**RECOMMENDATION:** Department of City Development staff recommends approval of the Planned Development District No. 21 Amendment, subject to the conditions in the draft ordinance.

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<b>Project Name:</b>	Woodland Court (formerly H.O.L.I.E. Brenwood Village)
<b>Project Address:</b>	9260 West Highland Park Avenue
<b>Applicant:</b>	Becker Property Services, LLC
<b>Property Owner:</b>	CIB Marine Capital, LLC
<b>Current Zoning:</b>	Planned Development District No. 21 and FW Floodway District
<b>2025 Comprehensive Plan</b>	Residential and Areas of Natural Resource Features
<b>Use of Surrounding Properties:</b>	Vacant land zoned PDD No. 21 to the north and west, Franciscan Friars property to the east and vacant land zoned PDD No. 31 to the south
<b>Applicant Action Requested:</b>	Approval of the PDD No. 21 Amendment, as a minor amendment, to allow for development of a multi-family residential senior apartment building

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Please note:

- Staff recommendations are underlined, in italics and are included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft resolution.

**Introduction/Background**

At its October 23, 2014 meeting, the Plan Commission approved a motion to “determine the proposed amendment to be a minor amendment.” The Plan Commission also approved a motion to “table the recommendation of approval of an ordinance to amend Section 15-3.0426 of the Unified Development Ordinance Planned Development District No. 21 (Brenwood Park) to allow for a multi-family senior housing apartment development until such time as the applicant works with staff to incorporate the ordinance recommendations, the High Water Table, the architectural changes suggested this evening, and assure that the documents all match.”

The applicant subsequently submitted a revised set of plans (see attached) on November 25, 2014 for Plan Commission review and consideration.

The October 23, 2014 staff report is attached for additional information regarding the proposed development.

## Project Description/Analysis

Staff comments on the applicant's revised set of plans are provided below.

### Architecture/Landscaping/Site Plan:

The primary building materials remain the same as previously proposed and include:

- CertainTeed fiber cement siding (white in color);
- Utility brick veneer (brown and tan in color, exact shades to be selected by the architect);
- 8 x 24 facing material at the base of the building (color to be selected by the architect);  
and
- A black or grey shingle roof.

The applicant has retained from the previously submitted plans:

- The bump-outs to the building located at the approximate center of the elevations facing Highland Park Avenue and Brenwood Drive;
- Gable roofs on the ends of the building and on the bump-outs;
- Functional balconies;
- A contrasting brick pattern on the end corners of the building; and
- Wall sconces.

Changes since the October 23<sup>rd</sup> Plan Commission meeting include:

- The utility brick has been extended to the roof on the ends of the building and on the bump-outs on the elevations facing Brenwood Park Drive and West Highland Park Avenue.
  - However, the utility brick has been removed from the second floor on the inside corners of the ends and corners of the building.
- The 8 x 24 facing material has been extended to within one foot of grade at all exposed locations, stepped in 2-foot increments.
- An elevated boardwalk and 8' x 12' viewing deck has been added on the north side of the building between the building and the stormwater management pond.
- Landscaping, primarily native species, has been added to the perimeter of the stormwater management pond.
- Gutters and downspouts have been identified on the revised elevations.
- Decorative soffits/trim have been added to the top of the center bump-outs.
- The corner posts for the center bump-out balconies have been revised to more closely reflect the front entrance's feature and to incorporate sills between the different materials.
- The Landscape Plan planting guarantee has been revised to 2 years.

However, in review of the revised plans, staff has noticed several discrepancies, including:

- The Site, Grading, Utility, and Natural Resource Protection Plans still do not show the currently proposed building footprint/bump-outs. However, the Landscape Plan does show the correct building footprint.
- While the applicant has indicated that soffits will be added underneath the balconies, such details have not been included on the elevations.
- Details of the proposed boardwalk and viewing deck have not been provided.

Staff recommends that the Site, Grading, Utility, and Natural Resource Protection Plans be revised to show the correct building footprint, and such plans revised as necessary, for staff review and approval prior to issuance of a Building Permit.

Staff recommends that the revised elevations clearly identify all of the proposed architectural enhancements and features, including but not limited to: the decorative brickwork pattern/sill feature incorporated between the brickwork and the fiber cement siding; soffits underneath the balconies; etc. for staff review and approval prior to issuance of a Building Permit.

Staff recommends that the elevations be revised to include the utility brick on the second floor at all inside corners of the ends and corners of the building for staff review and approval prior to issuance of a Building Permit.

Staff recommends that the final color selection shall be similar to the colors shown on the building renderings. As previously noted, the elevations do not indicate specific colors for all of the building materials.

Staff recommends that material and construction details of the proposed boardwalk and viewing deck be submitted for staff review and approval prior to issuance of a Building Permit.

Staff believes the architecture has improved since the previous Plan Commission submittal. However, to fully address the previously proposed recommendations, staff recommends the following change.

- All exterior mechanicals must be depicted on the plans and screened from public view, and a note added to the plans indicating which equipment is located inside the building, for staff review and approval prior to issuance of a Building Permit. Individual air conditioner units are prohibited.

Please note that the applicant is showing a sign that would not be considered compliant with the City's sign code, as it is located within 500 feet of another monument sign. As previously recommended, Staff is still recommending compliance with the sign code, which would require the applicant to locate the sign along Brenwood Park Drive. Staff would not object to a monument sign at the corner of Brenwood Park Drive and Highland Park Avenue; however, the Plan Commission would have to specifically allow that location in PDD No. 21 and amend Condition No. \_\_\_\_, as the sign would be located within 500 feet of another monument sign. A sign at the corner would be approximately 325 feet from the Friary sign. Staff recommends that all signs shall comply with Chapter 210 of the Franklin Municipal Code, Signs and Billboards, and shall be subject to review and approval by the Architectural Review Board and subject to issuance of a Sign Permit from the Inspection Department, prior to installation. Staff suggests a shared sign between the two developments.

Staff is also recommending some of the same conditions as previously identified in the October 23, 2014 staff report and associated draft ordinance (i.e. sewer easement, Fire Department comments, stormwater management plan, and conservation easement), which recommendations have been retained in the new draft ordinance attached to this December 4, 2014 staff report.

Landscaping/Site Amenities:

It can be noted that the proposed development's exterior site amenities include one sidewalk connection to the sidewalk on Highland Park Avenue and an elevated boardwalk and viewing deck. Although little space is available on the subject property for any additional amenities, staff suggests that decorative seating areas, lawn ornaments, lighting, and/or trellises/pergolas/arbors, be included.

Lighting Plan:

Although the applicant previously submitted a Lighting Plan, that Plan was not included in the set of plans date stamped November 25, 2014. Staff recommends that the Lighting Plan be resubmitted for staff review and approval prior to issuance of a Building Permit.

Natural Resource Protection Plan:

As previously recommended by staff, the applicant has obtained an Ordinary High Water Mark (OHWM) determination from the Wisconsin Department of Natural Resources for the adjacent creek. The applicant states that the building is located 89 feet from the OHWM. However, the associated Shore Buffer has not been identified on the Natural Resource Protection Plan. Staff recommends that the subject Shore Buffer be identified on the Natural Resource Protection Plan for staff review and approval prior to issuance of a Building Permit.

**Staff Recommendation**

Department of City Development staff recommends approval of the Planned Development District Amendment Application, subject to the conditions in the draft ordinance.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">12/16/14</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AND NATURAL RESOURCE SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 4800 WEST RAWSON AVENUE (TAX KEY NO. 740-9988- 006) (WISCONSIN ELECTRIC POWER COMPANY, OWNER)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>6.3.</i></p>

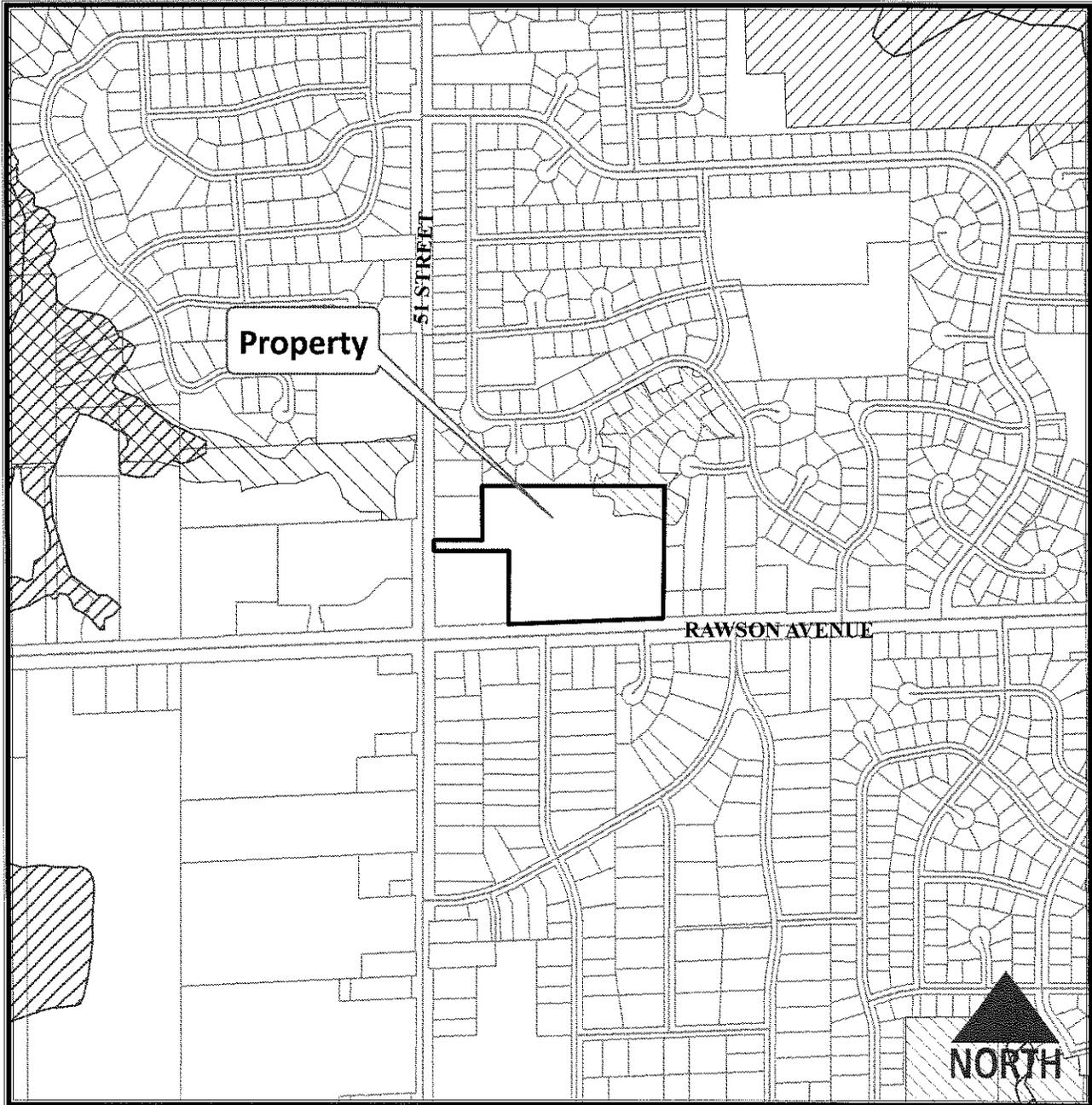
City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Site Plan and Natural Resource Special Exception for property located at 4800 West Rawson Avenue (Tax Key No. 740-9988-006) (Wisconsin Electric Power Company, Owner), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

**COUNCIL ACTION REQUESTED**

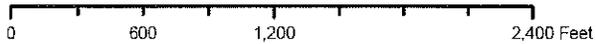
A motion to adopt Resolution No. 2014-\_\_\_\_\_, a authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Site Plan and Natural Resource Special Exception for property located at 4800 West Rawson Avenue (Tax Key No. 740-9988-006) (Wisconsin Electric Power Company, Owner), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.



### 4800 West Rawson Avenue



**Planning Department**  
**(414) 425-4024**



2013 Aerial Photo

*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO  
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART  
OF THE REVIEW AND APPROVAL OF A SITE PLAN AND NATURAL RESOURCE  
SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 4800 WEST RAWSON  
AVENUE (TAX KEY NO. 740-9988-006) (WISCONSIN ELECTRIC POWER  
COMPANY, OWNER)

---

WHEREAS, the Plan Commission having approved a Site Plan upon the application of Wisconsin Electric Power Company, d/b/a We Energies, on June 5, 2014 and the Environmental Commission recommended approval of a Natural Resource Special Exception on July 23, 2014, and the Plan Commission and Environmental Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetland, wetland buffer and mature woodland on the site; and

WHEREAS, §15-9.0103Q. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Site Plan review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Site Plan; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by We Energies, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS  
TO ACCEPT A CONSERVATION EASEMENT  
WISCONSIN ELECTRIC POWER COMPANY  
RESOLUTION NO. 2014-\_\_\_\_\_

Page 2

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

## CONSERVATION EASEMENT

### Oakbrook Service Center

This Conservation Easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation, doing business as "We Energies", hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

### WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property located at 4800 West Rawson Avenue within the City of Franklin, Milwaukee County, Wisconsin (the "Grantor Parcel"); and

WHEREAS, Grantor desires to establish and grant to Grantee a conservation easement over a portion of the Grantor Parcel consisting of approximately 71,320 square feet of land as is described in Exhibit A attached hereto and hereby made a part hereof (the "Easement Area"); and

WHEREAS, Grantor desires and intends that the natural elements and the ecological and aesthetic values of the Easement Area (including, without limitation, mature woodlands, young woodlands, wetland buffers and wetlands), as described in that certain Natural Resource Investigation by Kapur & Associates dated May 27, 2014, with all applicable revision dates, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use within the Easement Area that will not interfere with or substantially disrupt the natural elements or the workings of natural systems within the Easement Area; and

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

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

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

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

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

1. To view the Easement Area in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of

Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

3. To enter the Easement Area at all reasonable times for the purpose of inspecting the Easement Area to determine if Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of Grantee, Grantor makes the following covenants which shall run with and bind the Easement Area in perpetuity, namely, that, on, over, or across the Easement Area, Grantor, without the prior consent of Grantee (which will not be unreasonably withheld), shall not:

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the Easement Area to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the Easement Area or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

To have and to hold this Conservation Easement unto Grantee forever. Except as expressly limited herein, Grantor reserves all rights as owner of the Easement Area, including, but not limited to, the right to use the Easement Area for all purposes not inconsistent with this grant.

In addition, Grantee acknowledges and agrees that certain portions of the Grantor Parcel shall be excluded from the applicable wetland buffer and wetland setback requirements. Such areas are described as the "Excepted Buffer Area" (approximately 5,759 sf) and "Excepted Setback Area" (approximately 8,189 sf) as shown on Exhibit A (Sheet 3 of 3). Grantor may, without limitation, use the Excepted Buffer Area and Excepted Setback Area for a paved parking area (provided, however, that Grantor shall not store snow along the eastern boundary of the Excepted Buffer Area).

Grantor shall be responsible for the payment of any general property taxes levied, assessed, or accruing against the Easement Area pursuant to law (provided, however, that Grantor and Grantee acknowledge that as of the date of this Conservation Easement the entire Grantor Parcel is exempt from property taxes, and that neither the existence of this Conservation Easement nor any of the terms hereof shall cause such property tax exemption for the Grantor Parcel to be terminated, limited or modified in any way).

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

To Grantor:  
Wisconsin Electric Power Company,  
a Wisconsin corporation d/b/a We Energies  
231 West Michigan St.  
Milwaukee, WI 53203  
Attn: Manager of Property Management

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

In witness whereof, Grantor has set its hand and seals this on this date of December 12, 2014.

Company Name:

Wisconsin Electric Power Company,  
a Wisconsin corporation d/b/a We Energies

By: James T. Raabe  
James T. Raabe  
Manager of Property Management

STATE OF WISCONSIN            )  
  ) ss  
COUNTY OF MILWAUKEE        )

This instrument was acknowledged before me on the 12<sup>th</sup> day of December, A.D. 2014 by James T. Raabe, Manager of Property Management of Wisconsin Electric Power Company, a Wisconsin corporation d/b/a We Energies, to me known to be the person(s) who executed the foregoing Conservation Easement and acknowledged the same as the voluntary act and deed of said corporation.

Julie M. Simmons  
Notary Public

My commission expires April 1, 2017

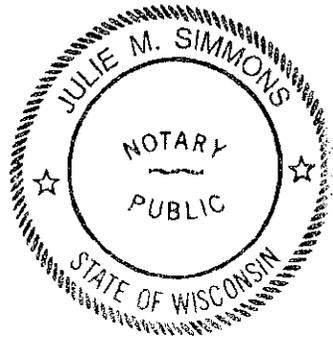
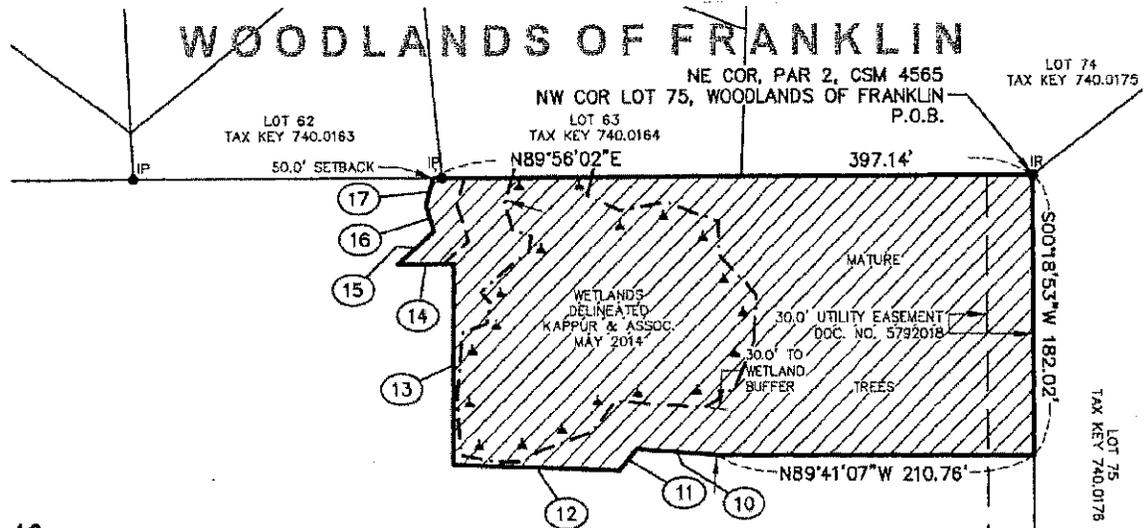




Exhibit A

**EXHIBIT "A"**

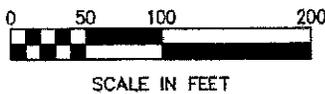
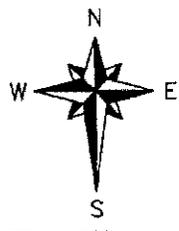
**PERMANENT WETLAND BUFFER, SETBACK & CONSERVATION EASEMENT**  
 Being part of Parcel 2, Certified Survey Map No 4565, located in part of the Southwest 1/4  
 of the Southeast 1/4 of Section 2, Township 5 North, Range 21 East,  
 City of Franklin, Milwaukee County, Wisconsin.



SOUTH 51st STREET

LINE TABLE		
NUMBER	BEARING	DISTANCE
10	N85°27'02"W	52.40'
11	S39°02'42"W	17.96'
12	N87°45'28"W	110.31'
13	N00°46'52"E	130.18'
14	S89°50'18"W	38.09'
15	N49°15'30"E	32.80'
16	N18°05'58"W	17.68'
17	N16°51'57"E	18.40'

WISCONSIN ELECTRIC POWER COMPANY  
 d.b.a. WE ENERGIES  
 PARCEL 2, C.S.M. 4565-DOC. NO. 5786076  
 TAX KEY NO. 740-9988-006  
 4800 W. RAWSON AVENUE  
 FRANKLIN, WI 53132  
 TAX KEY 740.9988.006  
 EASEMENT AREA-71,320 SQ. FT±



PARCEL 2, C.S.M. 4565 IS WITHIN THE  
 RAWSON AVE. AREA FIRE PROTECTION  
 SERVICE DISTRICT  
 DOC. NO. 6586193

WEST RAWSON AVENUE (C.T.H. "BB")



PREPARED FOR:  
 We Energies  
 333 W. Everett St.  
 Milwaukee, WI 53290

PREPARED BY:  
 Ruekert & Mielke, Inc.  
 W233 N2080 Ridgeview Pkwy.  
 Waukesha, WI 53188

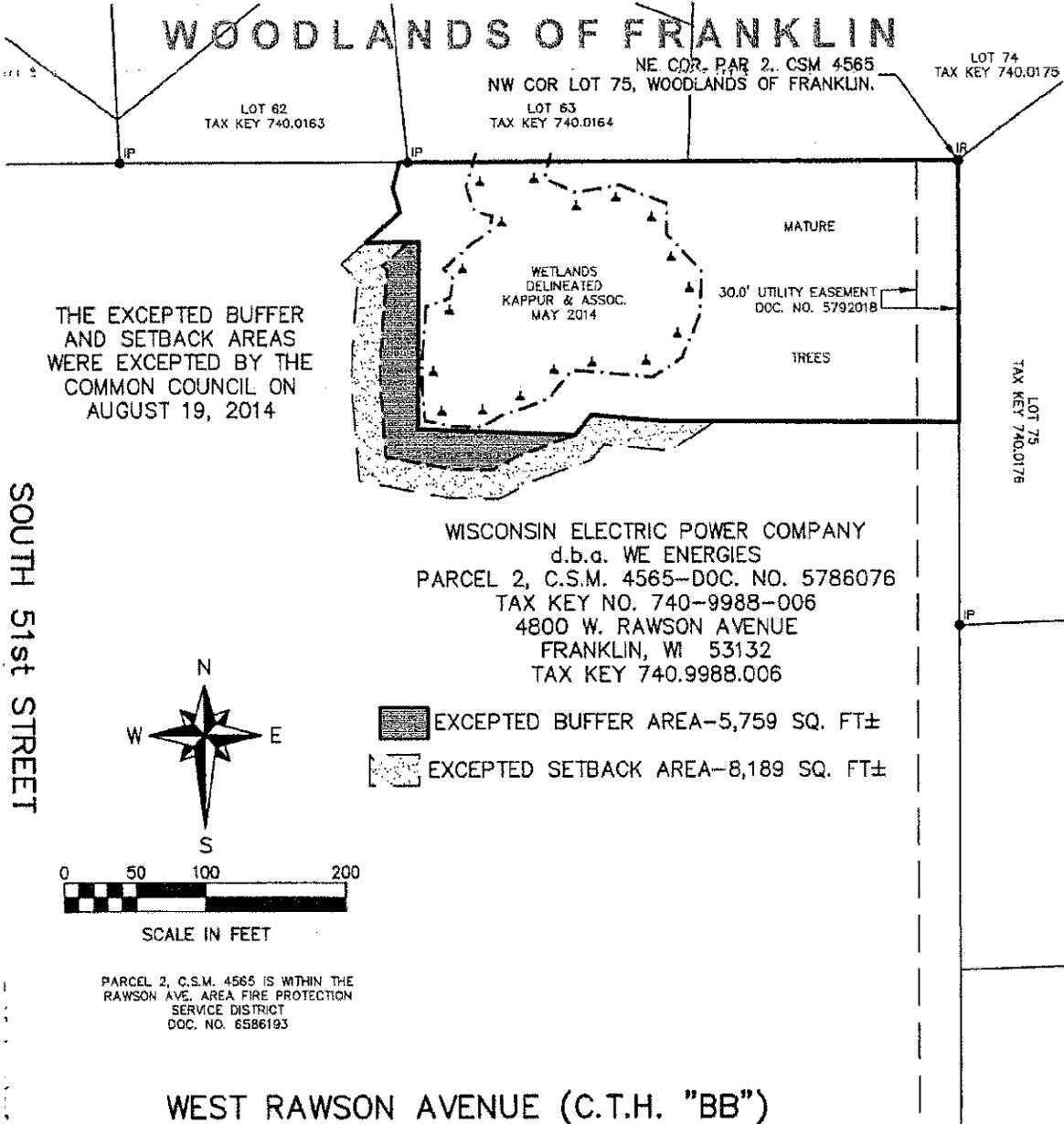
THIS INSTRUMENT WAS DRAFTED BY BRUCE K. CROSS, P.L.S. (10/07/14) CHECKED BY: CJR (10/08/14)



# EXHIBIT "A"

SHEET 3 OF 3

**PERMANENT WETLAND BUFFER, SETBACK & CONSERVATION EASEMENT**  
Being part of Parcel 2, Certified Survey Map No 4565, located in part of the Southwest 1/4  
of the Southeast 1/4 of Section 2, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin.



**Ruekert-Mielke**  
engineering solutions for a working world

**PREPARED FOR:**  
We Energies  
333 W. Everett St.  
Milwaukee, WI 53290

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188

THIS INSTRUMENT WAS DRAFTED BY BRUCE K. CROSS, P.L.S. (10/07/14) CHECKED BY: CJR (10/08/14)



**We Energies**  
231 W. Michigan St.  
Milwaukee, WI 53203

**[www.we-energies.com](http://www.we-energies.com)**

October 27, 2014

Josh Brown  
Wisconsin Department of Natural Resources  
PO Box 7921  
Madison, WI 53707

SUBJECT: We Energies - Oakbrook Service Center Wetland Conservation Project

Dear Mr. Brown:

On behalf of Wisconsin Electric Power Company (d/b/a We Energies), I have enclosed the Wetland Conservation Activities General Permit materials required for the Oakbrook Service Center Wetland Conservation Project located in Franklin, WI.

#### INFORMATIONAL REQUIREMENTS

##### PROJECT SUMMARY

The project involves enhancing and restoring the wetland and surrounding habitat within the newly created Conservation Easement (see attached Exhibit) on the We Energies Oakbrook Service Center property located in Franklin, WI. The conservation easement was approved by the City of Franklin as part of the construction project We Energies is undertaking on the already developed portions of the site.

##### WETLAND SUMMARY

The delineated wetland (see attached report completed by Kapur & Associates) includes a 0.57 acre fresh wet meadow plant community primarily dominated by reed canary grass. The wetland appears to be hydrologically isolated from and lacking a significant nexus to any traditional navigable water. Hydrology is present within the habitat as a result of precipitation and surface drainage. An existing stormwater pipe and inlet are present within the project area, likely installed to alleviate flooding of the storage area surface lot located to the south and west. The southwestern portion of the wetland, which will be the focus of the wetland restoration activities, contains compacted soil and gravel which has occurred as a result of historical snow storage activities. This area has also developed a co-dominant mix of wetland and upland plant species likely as a result of these activities.

##### APPLICATION FORM

The WRAPP form is attached.

##### APPLICATION FEES

Permit fees are exempt per prior agreement.

##### MAPS

Project maps are attached.

##### PHOTOGRAPHS

Site photos are attached.

## DRAWINGS/PLANS

The construction drawing is attached.

## PROJECT NARRATIVE

- *Project goal and objective:*

The goal of the project is to restore, to the greatest extent possible, the historical soil, hydrological, and vegetative conditions that existed prior to activities that resulted in habitat degradation. The objective is to restore, to the greatest extent possible, wetland function and higher quality wetland indicated by a diverse, native, and non-invasive hydric plant community.

- *How project will be carried out:*

### **YEAR 1 (2014)**

- **Vegetation:**

- *Invasives management:* Initial treatment of herbaceous invasives (reed canarygrass, teasel, sweet clover, bull thistle, Canada thistle, birdsfoot trefoil); Mowing and mulching of all reed canarygrass; Mechanical and manual cutting and stump treatments of woody invasives (buckthorn, honeysuckle).
- *Planting:* Sowing native herbaceous seed mix (see attached Seed Mix and Plant List) within the scrape area; planting of woody natives to include shrubs and trees within the entire wetland area (see attached Seed Mix and Plant List).

- **Hydrology:** Existing stormwater/drainage features will be modified to allow for additional stormwater retention within the wetland area. This will include creating berms to contain water, installing a standpipe on the existing pvc storm sewer pipe, and installing an elevated inlet on the existing storm sewer inlet structure (see attached Construction Drawing).

- **Soils:** A wetland scrape will remove approximately one-foot of non-hydric overburden soil within a portion of the delineated wetland area. The scraped soils will be used to create berms for surface water retention (see attached Construction Drawing).

### **SUBSEQUENT YEARS**

Invasives management will include follow-up spot and foliar treatments to take place at appropriate times of the year. Planting will include additional seeding as required within non-scrape areas and overseeding within all wetland areas as needed using the same native herbaceous seed mix described above.

- *Proposed erosion control measures:*

Temporary erosion control measures will include perimeter controls, inlet protection, and Class I, Type B Urban erosion matting. See attached Erosion and Sediment Control Plan for further information.

- *Excavated materials disposal location:*

Any excess excavated soil will be brought to the Certified Products, Inc. landfill located in New Berlin, WI (or similar licensed landfill).

- *Vegetation found in existing wetland:*

The Oakbrook Conservation Easement Baseline Vegetation Species List is attached.

- *Number and location of scrapes, micro-topography, water control structures, embankment/dikes, ditch fill/plugs, breach dike or dike removals:*

One scrape will be completed, two embankments (berms) will be constructed, and two existing water control structures will be modified. See the attached Construction Drawing for locations.

- *Total acres wetland filled:*  
Proposed wetland fill due to the newly created berms is approximately 0.057 acres.
- *Approximate wetland acres enhanced:*  
Proposed wetland acres enhanced is approximately 0.36 acres. This includes the non-scrape portion of the fresh wet meadow; as well as the forested wetland area.
- *Approximate wetland acres restored:*  
Proposed wetland acres restored is approximately 0.21 acres. This includes the fresh wet meadow wetland scrape area.
- *Approximate wetland acres created:*  
No new wetland areas are proposed as part of the project.

#### COMPLETED DAM DESIGN CALCULATIONS

Dams are not proposed as part of this project.

#### ENDANGERED / THREATENED RESOURCES

A Certified ER Review was completed by Joel Brieske and approved by WDNR staff. The project was assigned ER Log#14-678\_utgn. The ER review concluded that follow-up actions were not required for any state and/or federal endangered species. The ER Review document is attached.

\*Please follow all associated confidentiality requirements.

#### HISTORICAL / CULTURAL RESOURCES

Through its state provided license, We Energies evaluated the Wisconsin Historical Society's Wisconsin Historic Preservation Database - Archaeological Sites Inventory (ASI) GIS subscription dataset dated 2/27/2014. Based on this review, no cultural sites were found to be within 500 feet of the project area.

Please contact me at (414) 221-3487 or by email at [joel.brieske@we-energies.com](mailto:joel.brieske@we-energies.com) if you have any questions.

Thank you,



Joel Brieske  
We Energies - Environmental Scientist

Cc: Mike Grisar - We Energies  
Jeff Chmielewski - We Energies



State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 S. Webster Street  
P.O. Box 7921  
Madison, WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



November 12, 2014

GP-SE-2014-41-N04078

We Energies  
Joel Brieske  
333 W. Everett St.  
Milwaukee, WI 53203

RE: Coverage under the statewide general permit to restore or enhance a wetland, located in the SW1/4 of the SE1/4 of Section 2, Township 5 North, Range 21 East, Milwaukee County.

Dear Mr. Brieske:

Thank you for submitting an application for coverage under the statewide general permit to restore or enhance a wetland, 30.2065.

You have certified that your project meets the eligibility criteria and conditions for this activity. Based upon your signed certification you may proceed with your project. Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit WRGP-2011-WI (found at <http://dnr.wi.gov/topic/waterways/construction/wetlands.html>). The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first. This permit coverage constitutes the state of Wisconsin's wetland water quality certification under USCS s. 1341 (Clean Water Act s. 401).

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Josh Brown at (608) 267-2770 or email [JoshuaA.Brown@wisconsin.gov](mailto:JoshuaA.Brown@wisconsin.gov) to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's wetland resources for future generations. Please be sure to obtain any other local, state or federal permits that are required before starting your project.

If you have any questions, please call me at (608) 267-2770 or email [JoshuaA.Brown@wisconsin.gov](mailto:JoshuaA.Brown@wisconsin.gov).

Sincerely,

Josh Brown  
Water Management Specialist

cc: Marie Kopka, U.S. Army Corps of Engineers  
Milwaukee County Zoning Administrator

*Quality Customer Service is Important to Us. Tell Us How We Are Doing.*  
**Water Division Customer Service Survey**  
<https://www.surveymonkey.com/s/WDNRWater>

You agree to comply with the following conditions:

1. **Notification.** You shall submit a complete notification package to the Department as outlined in Section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.
2. **Certification.** Acceptance of general permit WRGP-2011-WI and efforts to begin work on the wetland conservation activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.
3. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WRGP-2011-WI.
4. **Expiration.** This WRGP-2011-WI expires on May 16, 2016. The time limit for completing work authorized by the provisions of WRGP-2011-WI ends upon the expiration date of WRGP-2011-WI or three years from the date of the DNR letter confirming the project complies with the requirements for the WRGP-2011-WI, but no more than 3 years unless a permit extension (2 yr. maximum) is granted by the Department.
5. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other state permits and by the U.S. Army Corps of Engineers before starting your project.
6. **Project Start.** You shall notify the Department at the telephone number provided on the confirmation of coverage letter you receive before starting construction and again not more than 5 days after the project is complete.
7. **Permit Posting.** You must post a copy of this permit at a conspicuous location on the project site for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. **Permit Compliance.** The department may modify or revoke coverage of this permit if it is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to the public interest. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.
9. **Project Completion.** Within one week of project completion you shall submit to the Department a statement certifying project is in compliance with all the terms and conditions of this permit and photographs of the wetland conservation activities authorized by this permit. This information must be submitted to the same DNR office you submitted your notification package to.
10. **Proper Maintenance.** You must maintain the activity authorized by WRGP-2011-WI in good condition and in conformance with the terms and conditions of this permit. Any

structure or fill authorized shall be properly maintained, including maintenance to ensure public safety, and preventive actions to avoid the spread of invasive plant species. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain an activity authorized by WRGP-2011-WI or should you desire to abandon it, you must obtain a modification of the authorization from this office, which may require restoration of the area.

- 11. Site Access.** Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance the terms and conditions of WRGP-2011-WI and applicable laws.
- 12. Wetland Fill.** Any removed vegetation or soil shall be deposited on uplands (non-hydric soils) or used in other approved wetland conservation practices that include ditch fills, ditch plugs, embankments, low berms and dikes. Additionally, all fill must consist of suitable material (i.e. no trash, debris, asphalt, etc.) free from toxic pollutants in other than trace quantities (see Section 307 of the Clean Water Act).
- 13. Wetland Buffer.** Project sites, whenever possible, should include an adjacent zone of vegetated upland pursuant to NRCS Field Office Technical Guide Standard Conservation Practice 657- Wetland Restoration, unless the site conditions or configuration will not accommodate such a zone.
- 14. Dam Owner Responsibilities.** For projects that result in the construction of a small dam the following conditions apply:
  - All embankments shall be kept free of trees and maintained with sufficient grass cover.
  - The dam cannot be altered or removed without approval from the department.
  - Any sale of the dam or property containing the dam is subject to the provisions of Sections 710.11 and 31.14(4), Wis. Stats., which requires proof of financial responsibility and department approval.
  - The impoundment cannot flood or adversely impact drainage of adjacent lands.
- 15. Adverse effects from impoundments.** If the project creates an impoundment of water, adverse effects on the aquatic system shall be minimized to the maximum extent practicable.
- 16. Navigation.** No activity may cause more than a minimal adverse effect on navigation.
- 17. Spawning areas.** Restoration activities in fish, amphibian and reptile spawning areas during spawning seasons, and wildlife nesting must be avoided to the maximum extent practicable.
- 18. Erosion and siltation controls.** Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark must be permanently stabilized at the earliest practicable date. Work should be done in accordance with state approved published practices that meet or exceed the technical standards for erosion control approved by the DNR under subch. V of ch. NR 151, Wis. Adm. Code. Any area where topsoil is exposed during construction shall be immediately seeded and mulched or rip-rapped to stabilize disturbed areas and prevent soils from

being eroded and washed into a water of the state, including wetlands.

- 19. Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by washing equipment or utilizing other best management practices to avoid the spread invasive species.
- 20. Removal of temporary fills.** Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation.
- 21. Federal and State Threatened and Endangered Species.** WRGP-2011-WI does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/ or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.
- 22. Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable activities to prevent significant adverse impacts or to enhance the habitat for the species of concern.
- 23. Historic Properties and Cultural Resources.** WRGP-2011-WI does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.
- 24. Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1-800-943-0003.
- 25. Drainage Districts.** Project will not occur within a Drainage District or if the project does occur within a Drainage District you have received approval from the Drainage District for the project.

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>12/16/14</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>REQUEST FROM THE PARKS COMMISSION FOR THE COMMON COUNCIL TO PROVIDE DIRECTION REGARDING A CITIZEN'S REQUEST FOR THE CITY TO LOCATE, DESIGN AND BUILD A DOG PARK</b></p>	<p style="text-align: center;"><i>G.4.</i></p>

At the December 8, 2014, Parks Commission meeting, resident Jeremy Affolter made a presentation to the Parks Commission, requesting the City locate, design and build a dog park. On general consensus, the Parks Commission recommended Mr. Affolter present his request to the Common Council.

The Comprehensive Outdoor Recreation Plan (CORP) does not address a need for a dog park in the City of Franklin. Based on Staff's research, an amendment to the CORP would be necessary to accommodate the above request.

**COUNCIL ACTION REQUESTED**

A motion to direct the Parks Commission to determine possible locations, development costs and operational costs and return that data along with a recommendation to the Common Council by \_\_\_\_\_, 2015.

Or

A motion to take action on the above item as the Common Council deems appropriate.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slaw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">12/16/14</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">SUBJECT: A resolution to replace the pedestrian bridge crossing Legends Creek.</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.5.</i></p>

## BACKGROUND

After an initial investigation to replace wood decking across a 160-foot span arched steel pedestrian bridge (circa 1970s?) crossing Legend Creek (vicinity of Forest Hills Condominiums), it was discovered that the steel beneath the wood decking has deteriorated. Rust and corrosion is so severe that some structural members are no longer continuous.

The Engineering Department performed a bridge inspection and the inspector recommended that “the City disallow the use of any motorized vehicles or equipment” and further “recommend that the repair work to be done spring/summer of 2015”.

This is considered an **emergency situation**. Public works has placed posts and signage to discourage non-pedestrians from crossing the bridge and are in the process of adding some temporary wood support to keep the bridge safe for pedestrians.

## ANALYSIS

The current structure is a curved steel structure. The steel is a weathering steel in that it is intended to establish a small protective layer of rust that protects the structural cross section of the steel. The steel railing above the decking is generally in fine shape but it is believed that salting of the decking has created the unsuitable environment and consequent integrity failure for locations below the decking.

The Public Works department has explored the possibility of purchasing the steel and welding a new sub-decking to replace the failed members. The cost of materials is approximately \$10k to \$17k, depending on the grade of steel. However, we do not believe this is a wise use of City personnel time as it will take significant hours to construct and replace.

We obtained quotes from a bridge supplier who can provide replacement bridges. Our installation cost-excluding Public Works labor, for a new wooden bridge option is \$35,000 and a new steel bridge option is \$43,500. Crane rental to remove the existing bridge and reset a new bridge is expected to cost \$2,000.

The wood bridge cannot span the entire 60-feet and some concrete columns would be needed for support. This would likely require at least a conversation with DNR and probably a permit.

Removal of the bridge is not desirable. Observations are that the bridge is heavily used by pedestrians.

## **OPTIONS**

Replace existing bridge by purchasing and installing a wood bridge with anticipated permit with DNR.

Or

Replace existing bridge by purchasing a steel bridge to replace the existing bridge.

Or

Replace existing bridge by purchasing materials and directing the Public Works department to dedicate resources to replace wood and steel structural members.

Or

Remove bridge and not replace.

## **FISCAL NOTE**

A \$50,000 Contingency appropriation in the 2014 Capital Outlay fund remains unused. That \$50,000 appropriation is available to support this expenditure.

## **REMMENDATIONS**

Motion to adopt Resolution No. 2014-\_\_\_\_\_, to purchase and install a steel bridge to replace the pedestrian bridge crossing Legends Creek.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY  
RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION AUTHORIZING OFFICIALS TO PURCHASE AND INSTALL A  
PEDISTRIAN BRIDGE ACROSS LEGEND CREEK

---

WHEREAS, an emergency repair is needed to a pedestrian bridge crossing Legend Creek;  
and

WHEREAS, the bridge is heavily used by pedestrians; and

WHEREAS, up to \$50,000 has been identified for this project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Public Works Department purchase and install a steel bridge to replace the pedestrian bridge crossing Legends Creek.

Introduced at a regular meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

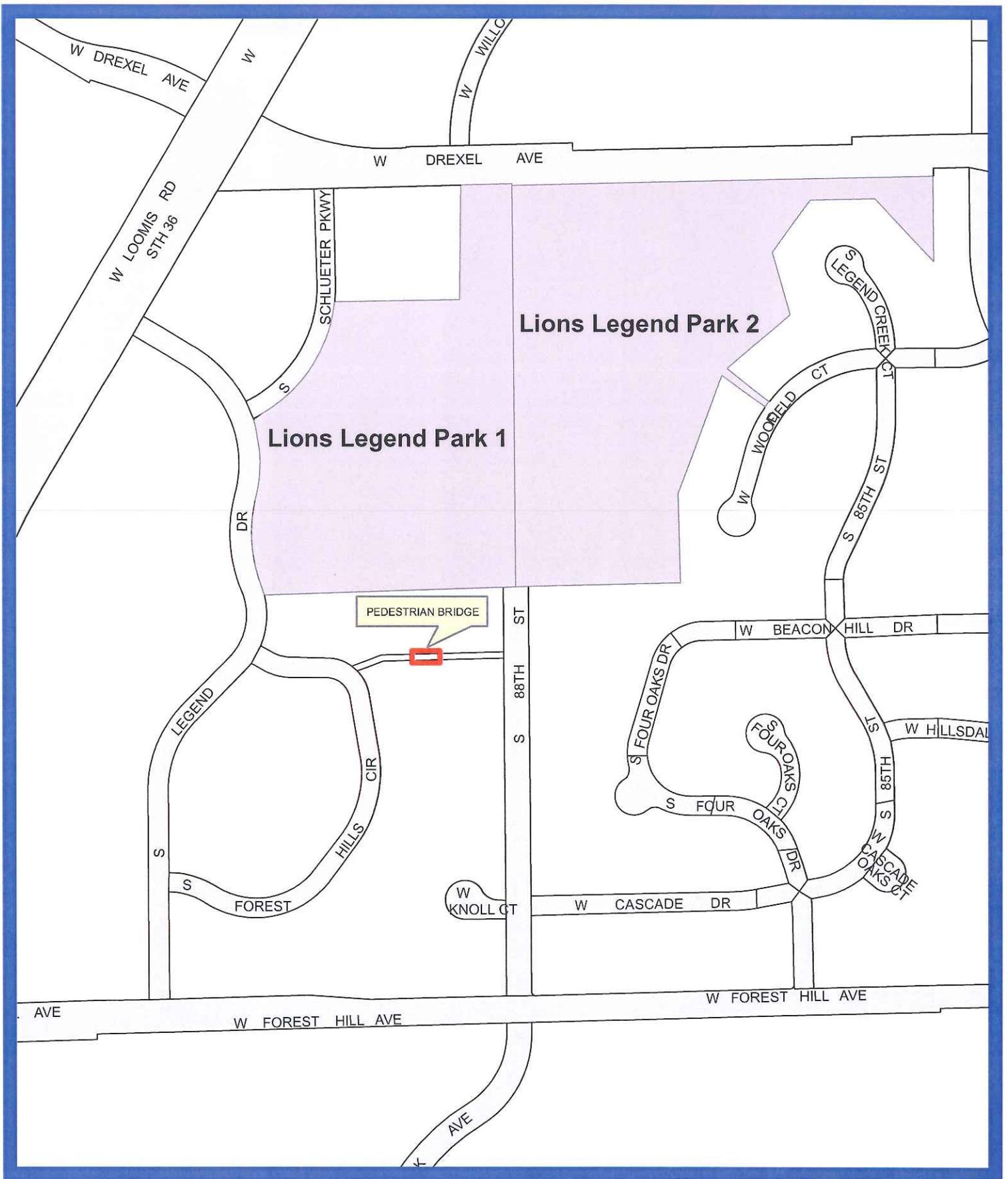
APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



# LEGEND PARK PEDESTRIAN BRIDGE





## MEMORANDUM FROM DEPARTMENT OF PUBLIC WORKS

DATE: December 9, 2014  
 TO: Glen Morrow, City Engineer  
 FROM: Jerry Schaefer, Superintendent, Public Works  
 SUBJECT: Forest Hill Condo's Walking Bridge Repairs

Rebuild Existing:

Steel (weathering 588)	\$10,620.00
Wood Deck, treated	3,800.00
Welding supplies	200.00
Painting supplies	400.00
Asphalt Approach	<u>1,500.00</u>
TOTAL	<b>\$16,520.00</b>
Unknown: crane, trucking, labor costs	

Rebuild Existing:

Steel (carbon steel A500 tube)	\$3,500.00
Wood Deck, treated	3,800.00
Welding supplies	200.00
Painting supplies	400.00
Asphalt Approach	<u>1,500.00</u>
TOTAL	<b>\$9,400.00</b>
Unknown: crane, trucking, labor costs	

Wood Bridge

Wood Bridge	\$32,500.00
Concrete Pillars	1,000.00
Asphalt	<u>1,500.00</u>
TOTAL	<b>\$35,000.00</b>
Unknown: permits, labor costs	

Steel Bridge, new

Steel Bridge, new	\$39,600.00
Crane Rental @ \$244.00 per hour	2,000.00
Landscape Restoration	400.00
Asphalt	<u>1,500.00</u>
TOTAL	<b>\$43,500.00</b>

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<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>December 16, 2014</b></p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling &amp; Disposal Facility to December 31, 2015, with JSA Civil Environmental Engineers, Inc.</p>	<p><b>ITEM NUMBER</b></p> <p><i>G.6.</i></p>

JSA Civil Environmental Engineers, Inc. has been providing landfill monitoring services at the Metro landfill for the past 10 years. The last annual contract expires December 31, 2014. Attached is a draft contract to renew the terms of the 2014 agreement for 2015 (only change is that letter sized color copies will be billed at \$.055 [previously all copies were billed at \$0.10]; mileage charge cost is the same as for 2014; hourly rates remain the same and JSA states that those hourly rates have not changed since 2008) and a resolution authorizing same. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2015, with JSA Civil Environmental Engineers, Inc.



November 25, 2014

Project No: 1036.10066  
Jesse Wesolowski, Esq  
Attorney to the City of Franklin  
11402 W. Church Street  
Franklin, Wisconsin 53132

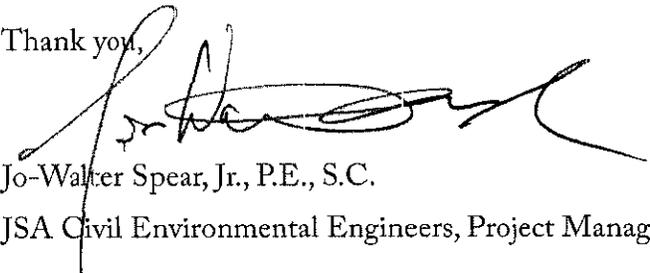
Re: 2015 JSA Civil Environmental Engineers' Professional Services for the City of Franklin

Dear Jesse;

We, JSA Civil Environmental Engineers ( JSA Civil), would like to continue to offer our Professional Services to the City of Franklin. We consider the City of Franklin to be a Legacy Client and offer rates and terms that we have maintained since 2008. These rates and conditions are attached.

Also attached, please find our "Scope of Professional Services". JSA Civil currently audits the WMWI Metro Facility twice per month and reports directly to the Waste Facility Monitoring Committee, and its Chair ;Marvin Wolff. The product of the audits, a final report, is placed on the web at <http://jsacivil.com/pages/audit/franklin.html>. I, and my staff, greatly appreciate the experience and the continued opportunity to serve the City of Franklin. If you, or the City of Franklin, have any questions or comments regarding our current or future services, please do not hesitate to contact me.

Thank you,



Jo-Walter Spear, Jr., P.E., S.C.

JSA Civil Environmental Engineers, Project Manager and President

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

**This Standard Agreement for Services (the "AGREEMENT") is between JSA Civil Environmental Engineers, Inc., a Subchapter S Corporation, organized pursuant to Wisconsin Law, (CONSULTANT) and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).**

## **ARTICLE . SCOPE OF SERVICES**

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee; reports to the City of Franklin shall be to the City Clerk; and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

## **ARTICLE 2. COMPENSATION**

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2015, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B.

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

## **ARTICLE 3. TERMS OF PAYMENT**

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT.

### **A. INVOICING**

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

### **B. PAYMENTS**

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

### **C. LIENS**

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

## **ARTICLE 4. OBLIGATION OF CONSULTANT**

### **A. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

### **B. REPORTING**

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

### **C. PERFORMANCE**

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

### **D. WORKING FILES**

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

### **E. HOLD HARMLESS**

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

# STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT; provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT.

## F. CODES, LAWS, AND REGULATIONS

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT.

## G. PERMITS, LICENSES, AND FEES

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices.

## H. INSURANCE

CONSULTANT shall, during the term of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier acceptable to CLIENT in amounts equal to the minimum limits set forth below

A. Limit of General/Commercial Liability	\$1,000,000.00
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000.00
C. Worker's Compensation and Employer's Liability	Statutory
D. Professional Liability	\$1,000,000.00

Certificates of insurance evidencing the above shall be delivered to CLIENT on request and shall provide that such coverages may not be canceled or amended without 30 day prior notice to CLIENT and naming CLIENT as an additional insured for General Liability.

## I. ACCESS TO RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder.

## J. SUSPENSION OF WORK

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services. In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance. CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence.

## K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc. or any of its subsidiaries. No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc. within two years of this AGREEMENT shall be

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

assigned to work under this AGREEMENT.

## **L. CONFLICT OF INTEREST**

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates, their officers, employees or agents, will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT.

## **M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE**

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods; means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities. CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel.

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will conform to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

## **ARTICLE 5. OBLIGATIONS OF CLIENT**

### **A. TIMELY REVIEW**

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT a timely manner.

### **B. PROMPT NOTICE**

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

### **C. CHANGES**

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

hereinafter called "changes") in the Services. CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

## **D. AUTHORITY OF CLIENT**

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

## **ARTICLE 6. GENERAL LEGAL PROVISIONS**

### **A. PROPRIETARY INFORMATION**

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

### **B. ASSIGNMENTS**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

### **C. WAIVERS**

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

### **D. FORCE MAJEURE**

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

### **E. AUTHORIZATION TO PROCEED**

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

### **F. NO THIRD PARTY BENEFICIARIES**

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

CLIENT and has no third party beneficiaries.

## **G. JURISDICTION**

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

## **H. SEVERABILITY AND SURVIVAL**

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

## **I. TERMINATION**

### **(1) TERMINATION FOR CONVENIENCE**

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT will not be entitled to compensation for profit on the Services not performed.

### **(2) TERMINATION FOR DEFAULT**

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure.

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes log book pages, terminal data, computations and designs.

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

## **J. DELAYS AND EXTENSION OF TIME**

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible

# STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

time extension involved. Due to the time sensitive nature of the Services bring provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT. No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT. No extension of time will be considered for weather conditions normal to the area in which the Services are being performed. Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time. Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay. The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

## K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2015. This term may be extended by mutual consent of both parties.

## ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to:

For the CLIENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the CONSULTANT:

JSA Civil Environmental Engineers, Inc.  
2410 N. Palmer Street  
Milwaukee, WI 53212  
ATTN: Jo-Walter Spear, Jr., P.E.

## ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT: Attachment A.

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only a written amendment executed by both parties:

Approved for JSA Civil Environmental Engineers, Inc.

Accepted for \_\_\_\_\_

By \_\_\_\_\_

By: \_\_\_\_\_

Name: Jo-Walter Spear, Jr., P.E.

Name: \_\_\_\_\_

**STANDARD AGREEMENT FOR SERVICES TO MONITOR  
COMPLIANCE AT METRO RECYCLING AND DISPOSAL  
FACILITY DURING OPERATIONS AND CONSTRUCTION**

Title: Project Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **JSA Civil Environmental Engineers, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI**

## **LANDFILL OPERATIONS AUDITING**

The scope of services has been broken down into the following tasks:

### **Task 1 Auditor's Manual**

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

**Deliverables:** Auditors Manual

### **Task 2 Operations and Construction Audit**

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site ); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility(Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

**Deliverables:** Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

### **Task 3 Odor Monitoring**

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

**Deliverables:** Copy of the Odor Monitoring Map with every Audit Report, provide and maintain online database of odor complaints.

### **Task 4 Environmental Monitoring and Data Analysis**

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

**Deliverables:** Quarterly and Annual review of Metro's analysis of groundwater and surface water

quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

### **Task 5 Facility Closure and Post-Closure Care Monitoring**

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written assessment to the City indicating whether sufficient funds have been set aside.

**Deliverable:** Annual written report assessing funding requirements for closure and post-closure monitoring.

### **Task 6 Attendance at Landfill Committee Meetings**

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

**Deliverable:** Documentation as requested by the committee at prior meetings, if any.

### **Task 7 Additional Services as Requested**

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

**Deliverable:** Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City.



**Standard Rates and Conditions  
For Legacy Clients  
2015**

<b><u>Title</u></b>	<b><u>Rate</u></b>
Principal	\$120.00
Project Manager	\$ 85.00
Administration	\$ 50.00
Engineering Technician	\$ 50.00

Mileage is billed at \$ 0.63 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.10 per page for letters, memoranda, reports, etc and \$0.55 for color letter sized. Drawings are billed at \$ 0.75 per square foot of drawing for black and white and \$ 8.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. Clients will be provided with a secure Intranet page, for the receipt and maintenance of deliverables and other documents. Our secure intranet page is also available for collaborative document development and review. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed a \$50.00 Administrative Services Fee to recover accounting and billing costs.

JSA Civil Environmental Engineers charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. JSA reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which maybe taken by the client when making payment.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2015, WITH JSA CIVIL ENVIRONMENTAL ENGINEERS, INC.

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WHEREAS, JSA Civil Environmental Engineers, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2015, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for Professional Environmental Engineering Services to Monitor Compliance at Metro Recycling & Disposal Facility landfill, with JSA Civil Environmental Engineers, Inc., as previously extended by the Common Council to December 31, 2014, be further extended to December 31, 2015, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all in such form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

RESOLUTION NO. 2014-\_\_\_\_\_

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APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

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