

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/07/19
REPORTS & RECOMMENDATIONS	RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP, INC., AND IN PARTNERSHIP WITH ZIM- MAR PROPERTIES, LLC, APPLICANT, ZIM-MAR PROPERTIES, LLC, AND BPC COUNTY LAND, LLC PROPERTY OWNERS) (7115 SOUTH BALLPARK DRIVE AND VICINITY (SOUTHWEST CORNER OF WEST RAWSON AVENUE AND BALLPARK DRIVE))	ITEM NUMBER <i>G.4.</i>

At its April 18, 2019 meeting the Plan Commission recommended approval of a resolution conditionally approving a 2 lot certified survey map, being part of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties, LLC, applicant, Zim-Mar Properties, LLC, and BPC County Land LLC, property owners) (7115 South Ballpark Drive and vicinity (Southwest corner of West Rawson Avenue and Ballpark Drive)).

At its meeting, the Plan Commission approved the following changes to the draft resolution:

- Revised condition number 7 to only require that those private utility easements that currently exist must be shown on the Certified Survey Map.
- Removed condition number 8 that required topographic contours and soils information be shown on the Certified Survey Map.
- Revised condition number 10, to only require that State Statute requirements pertaining to utility, County, and school district information be shown on the Certified Survey Map.
- Removed condition number 11 that required a Subdivider's Agreement.
- Revised condition number 12 to only require the landscape bufferyard easement for City review and approval.

Please note that the applicant has concerns with the following conditions of approval:

- Condition number 6, in regard to the landscape bufferyard easement to be depicted on the Certified Survey Map, the applicant requests that the standard note be revised to allow private drives and sidewalks.
 - Staff has no objection to that change.
- Condition number 7, in regard to depicting all existing easements on the Certified Survey Map, the applicant requests that the "Easement and Right of Entry" be removed from the Certified Survey Map as it may be revised or removed in the near future.
 - Staff objects to that change.
- Condition number 8, in regard to depicting all contiguous areas owned or controlled by the subdivider, the applicant requests that this information not be required as it may change in the near future.
 - Staff objects to that change.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2019-_____, a resolution conditionally approving a 2 lot certified survey map, being part of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties LLC, applicant, Zim-Mar Properties, LLC, and BPC County Land LLC property owners) (7115 South Ballpark Drive and Vicinity (Southwest Corner of West Rawson Avenue and Ballpark Drive)).

-OR-

Such other action as the Common Council may determine.

RESOLUTION NO. 2019-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT
CERTIFIED SURVEY MAP, BEING PART OF THE NORTHWEST 1/4
OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN
THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF
MANDEL GROUP, INC., AND IN PARTNERSHIP WITH ZIM-MAR
PROPERTIES, LLC, APPLICANT, ZIM-MAR PROPERTIES, LLC AND
BPC COUNTY LAND, LLC PROPERTY OWNERS)
(7115 SOUTH BALLPARK DRIVE AND VICINITY (SOUTHWEST
CORNER OF WEST RAWSON AVENUE AND BALLPARK DRIVE))

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 7115 South Ballpark Drive and vicinity (southwest corner of West Rawson Avenue and Ballpark Drive), bearing Tax Key No. 754-9001-000, Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties, LLC, applicant, Zim-Mar Properties, LLC and BPC County Land, LLC property owners; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this

BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP, INC., AND IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC – CERTIFIED SURVEY MAP

RESOLUTION NO. 2019-_____

Page 2

Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties, LLC, successors and assigns, and any developer of the Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties, LLC 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties, LLC and the 2 lot certified survey map project for the property located at 7115 South Ballpark Drive and vicinity (southwest corner of West Rawson Avenue and Ballpark Drive): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall revise the Certified Survey Map to correctly depict the 30' building setback along Rawson Avenue and the 20' landscape bufferyard easement along Rawson Avenue for Department of City Development review and approval prior to recording of the Certified Survey Map.

BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP,
INC., AND IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC – CERTIFIED
SURVEY MAP

RESOLUTION NO. 2019-_____

Page 3

7. The applicant shall revise the Certified Survey Map to document all private utility easements executed and recorded in the Milwaukee County Register of Deeds Office as of the April 19, 2019 recording of the prior Certified Survey Map for staff review and approval prior to recording.
8. The applicant shall revise the Certified Survey Map to correctly depict all contiguous areas owned or controlled by the subdivider.
9. The applicant shall revise the Certified Survey Map to comply with all affected utilities, Milwaukee County, and Franklin School District statutory requirements.
10. The applicant shall prepare the Landscape Bufferyard Easement agreement for City review and approval prior to recording the Certified Survey Map.
11. [other conditions, etc.]

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP,
INC., AND IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC – CERTIFIED
SURVEY MAP

RESOLUTION NO. 2019-_____

Page 4

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

May 1, 2019

Joel Dietl
Planning Manager
City of Franklin
Planning Department
9229 W. Loomis Road
Franklin, WI 53132

RE: Lot 1 CSM 9042 Certified Survey Map Resubmittal

Dear Mr. Dietl:

Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc. ("Mandel") and in partnership with Zim-Mar Properties LLC is pleased to resubmit required materials as part of the Certified Survey Map submitted on February 1, 2019, resubmitted for review April 24, 2019 and pursuant to mutually agreed upon conditions approved at the April 18, 2019 Plan Commission meeting. The CSM was referred by the Plan Commission ("PC") to the Common Council ("CC") with a favorable recommendation for action on May 7, 2019, subject to mutually agreed upon conditions and the resubmittal of certain documents. Applicant resubmitted required materials on April 24, 2019 and planning staff provided comments in an email on April 27, 2019.

In response to staff comments in the email, please refer to the below.

Regarding staff comment number three (3), please provide a copy of the Site Plan Resolution 2018-002. Once we are able to review and confirm that the Resolution enumerates the Landscape Bufferyard setback, we will add a note to the CSM referring back to said resolution.

Regarding staff comment number four (4), applicant is willing to add the note referenced in UDO Section 15-5.0102A, but requests more specific language to allow private drive access roads and sidewalks to be built within the Landscape bufferyard as depicted on the current site plan.

Regarding staff comment number five (5), applicant removed the "Easement and Right of Entry" for the monitoring well because this easement will be removed and/or relocated prior to closing on the property as it falls within the B5 Building footprint. Easement continues to encumber the property even if not depicted on the CSM and appears on the ALTA survey until release of easement is granted. The easement does not affect the land division.

Regarding staff comment number six (6), we respectfully request that the Common Council consider the CSM without property owners of adjacent parcels depicted on the CSM. Ownership information will change when we close on the property. Depicting this information and recording as part of the CSM will lead to confusion after sale of property. An exhibit was provided to depict the ownership of the parcels south of Rawson for reference only.

Regarding part two of staff comment number nine (9), the Mayor's middle initial "R" has been added to the signature line.

Enclosed under cover of this letter is the revised CSM.

We welcome the opportunity to answer any questions you have regarding our submittal materials.

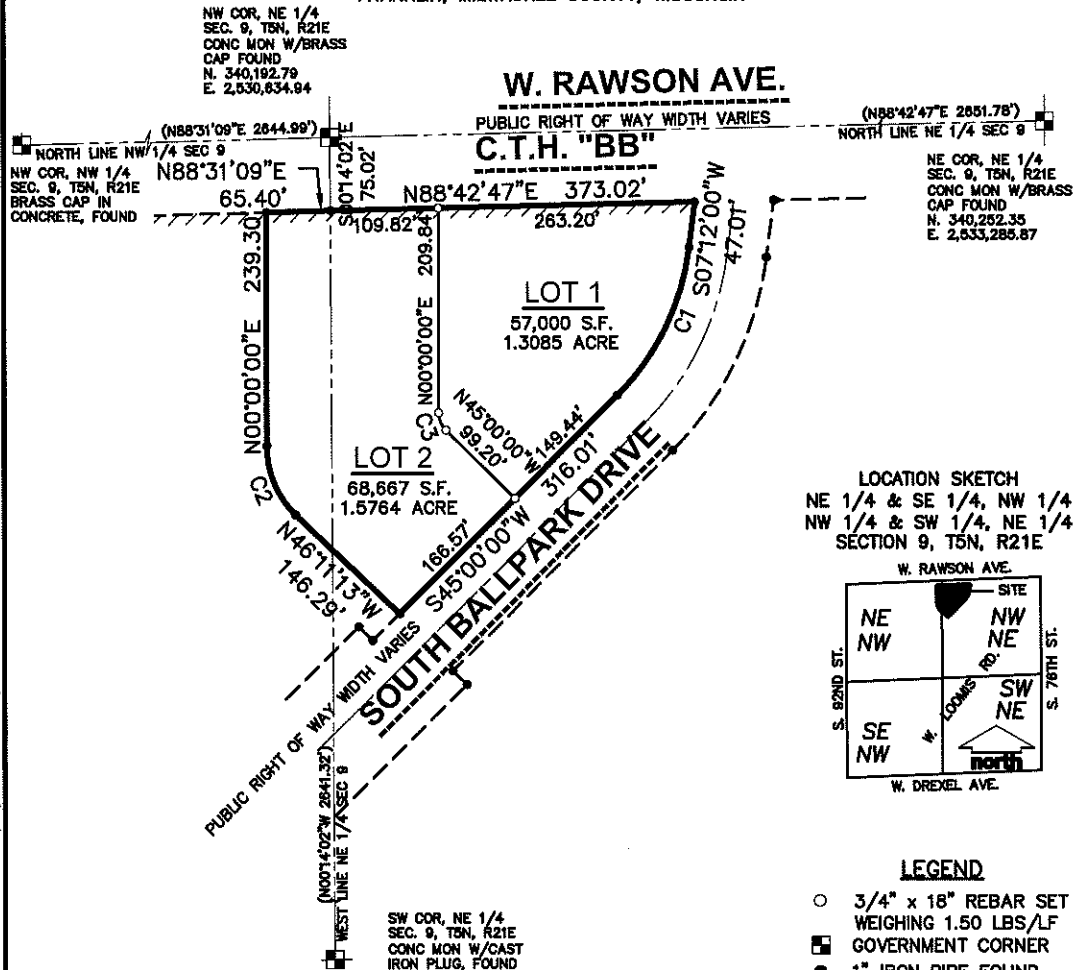
Very Truly Yours,



Emily Cialdini
Senior Development Associate

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



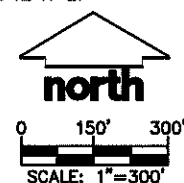
JANUARY 31, 2019
REVISED 4/16/19
REVISED 4/23/19
REVISED 4/29/19



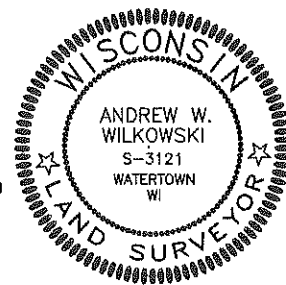
THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SURVEYED BY: JSD Professional Services, Inc. • Baylona • Ferryman • Hissner W236 N1610 BUSSE ROAD SUITE 100 WAUKESHA, WISCONSIN 53186 PHONE: (262)515-0666	OWNER & SUBDIVIDER: ZIM-MAR PROPERTIES, LLC 510 WEST KILBOURN AVE. MILWAUKEE, WI 53202	PROJECT NO: 14-6548 FILE NO: B- FIELDBOOK/Pg: - SHEET NO: 1 OF 7	SURVEYED BY: JSD, INC DRAWN BY: DHS CHECKED BY: AWW APPROVED BY: JJJ
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ALL BEARINGS REFER TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 9, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) BEARING OF N88°42'47"E.



LOT 1 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



CURVE TABLE							
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	260.00'	37°48'00"	S26°06'00"W	168.44'	171.53'	S45°00'00"W	S07°12'00"W
C2	100.00'	45°00'00"	N22°30'00"W	76.54'	78.54'	N00°00'00"E	N45°00'00"W
C3	25.00'	45°00'00"	N22°30'00"W	19.13'	19.63'	N00°00'00"E	N45°00'00"W

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
W239 N1610 BUSSE ROAD
SUITE 100
WALKESHA, WISCONSIN 53188
PHONE: (262) 813-0888

SHEET 2 OF 7

File: R:\2014\1406548 Ballpark Commons\dwg\146548 CSM SOUTH LOT 1 REDIVME.dwg Layout: SHEET 2 User: dsparjar Plotted: May 01, 2019 -- 8:52am

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

EXISTING EASEMENT DETAILS

W. RAWSON AVE.
C.T.H. "BB"

VISION TRIANGLE
EASEMENT
PER P.D.D. #37

NO DIRECT
ACCESS TO RAWSON
FROM ANY LOT

MILWAUKEE COUNTY
PERMANENT LIMITED EASEMENT
TO MAINTAIN DRAINAGE FACILITY
PER DOC. NO. 7629110

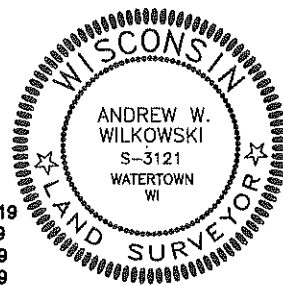
20' LANDSCAPE AND
BUFFERYARD EASEMENT

30' BUILDING SETBACK LINE.

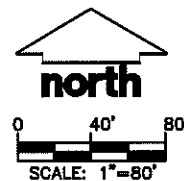
LOT 1

LOT 2

SOUTH BALLPARK DRIVE
PUBLIC RIGHT OF WAY WIDTH VARIES



JANUARY 31, 2019
REVISED 4/16/19
REVISED 4/23/19
REVISED 4/29/19



PREPARED BY:
JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
W238 N1610 BUSSE ROAD
SUITE 100
WALKEISHA, WISCONSIN 53188
PHONE: (262)513-0888

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 3 OF 7

File: R:\2014\406548 Ballpark Commons\dwg\146548 CSM SOUTH LOT 1 REDIVIDE.dwg Layout: SHEET 3 User: dsponjar Plotted: May 01, 2019 - 8:52am

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION

BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9042 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 10785127, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SAID PARCEL CONTAINS 125,667 SQUARE FEET OR 2.8849 ACRES.

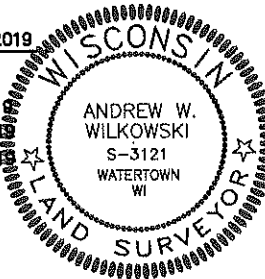
SURVEYOR'S CERTIFICATE

I, ANDREW W. WILKOWSKI, PROFESSIONAL LAND SURVEYOR S-3121, DO HEREBY CERTIFY THAT BY DIRECTION OF ZIM-MAR PROPERTIES, LLC I HAVE SURVEYED, DIVIDED AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

ANDREW W. WILKOWSKI S-3121
PROFESSIONAL LAND SURVEYOR

JANUARY 31, 2019
DATE

REVISED 4/16/19
REVISED 4/23/18
REVISED 4/29/18



PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
W258 N1510 BUSSE ROAD
SUITE 100
WAUKESHA, WISCONSIN 53186
PHONE: (262)613-0666

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 4 OF 7

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE

ZIM-MAR PROPERTIES, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. SAID COMPANY FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF FRANKLIN FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID ZIM-MAR PROPERTIES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS _____ DAY OF _____, 2019.

ZIM-MAR PROPERTIES, LLC

BY: _____
MICHAEL E. ZIMMERMAN, CO-MANAGER

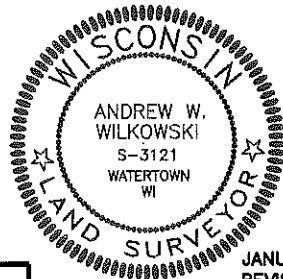
GREGORY D. MARSO, CO-MANAGER

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019,
THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED ZIM-MAR PROPERTIES,
LLC, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT,
AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, MILWAUKEE COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____



PREPARED BY:

JSD Professional Services, Inc.
Explains • Surveys • Measures
W258 N1810 BUSSE ROAD
SUITE 100
WALKESHA, WISCONSIN 53189
PHONE: (262)613-0666

JANUARY 31, 2019
REVISED 4/16/19
REVISED 4/23/19
REVISED 4/29/19

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 5 OF 7

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK AND TRUST, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-3121, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF ZIM-MAR PROPERTIES, LLC.

WITNESS THE HAND AND SEAL OF NATIONAL EXCHANGE BANK, MORTGAGEE, THIS ____ DAY OF _____, 2019.

RICHARD S. HENSLEY, PRESIDENT-S.E. WISCONSIN

STATE OF _____) SS
_____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2019,
THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NATIONAL EXCHANGE BANK AND TRUST, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____

MY COMMISSION EXPIRES

CONSENT OF CORPORATE MORTGAGEE

CITY OF FRANKLIN, WISCONSIN, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-3121, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF ZIM-MAR PROPERTIES, LLC.

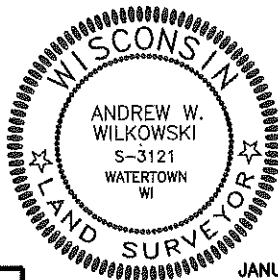
WITNESS THE HAND AND SEAL OF CITY OF FRANKLIN, WISCONSIN, MORTGAGEE, THIS ____ DAY OF _____, 2019.

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2019,
THE ABOVE NAMED REPRESENTATIVE OF THE ABOVE CITY OF FRANKLIN, WISCONSIN, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____

MY COMMISSION EXPIRES



PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
W235 N1910 BUSSE ROAD
SUITE 100
WALKER, WISCONSIN 53188
PHONE: (262)813-0850

JANUARY 31, 2019
REVISED 4/16/19
REVISED 4/23/19
REVISED 4/29/19

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 6 OF 7

File: R:\2014\1405548 Badipark Commons\dwg\146548 CSM SOUTH LOT 1 REDVIDE.dwg Layout: SHEET 6 User: dspanja Plot: May 01, 2019 8:53am

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

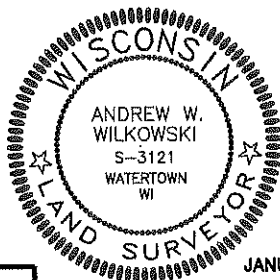
THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN, ON
THIS _____ DAY OF _____, 2019.

BY: _____
STEPHEN R. OLSON, MAYOR

DATE: _____

BY: _____
SANDRA L. WESOŁOWSKI, CITY CLERK

DATE: _____



PREPARED BY:
JSD Professional Services, Inc.
Engineers • Surveyors • Planners
2235 N1810 BUSSE ROAD
SUITE 100
WALKERSHA, WISCONSIN 53188
PHONE: (262)613-0888

JANUARY 31, 2019
REVISED 4/16/19
REVISED 4/23/19
REVISED 4/29/19

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 7 OF 7

File: R:\2014\428548 Badpark Commons\dwg\148548 CSM SOUTH LOT 1 REDWIDE.dwg Layout: SHEET 7 User: dapanjr Plotted: May 01, 2019 - 8:53am

SECTION 15-3.0502**CALCULATION OF BASE SITE AREA**

4/16/19

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA
FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

MULTI-FAMILY
(B1-B5)

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	23,359 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0.00 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	- 0.00 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	- 0.00 acres
STEP 5:	Equals "Base Site Area"	= 23,359 acres

SECTION 15-3.0503**CALCULATION OF THE AREA OF NATURAL RESOURCES TO BE PROTECTED**

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X 0.00 =	0.00
20-30%	0.65	0.75	0.70	X 0.00 =	0.00
+ 30%	0.90	0.85	0.80	X 0.00 =	0.00
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X 0.00 =	0.00
Young	0.50	0.50	0.50	X 0.00 =	0.00
Lakes & Ponds	1	1	1	X 0.00 =	0.00
Streams	1	1	1	X 0.00 =	0.00
Shore Buffer	1	1	1	X 0.00 =	0.00
Floodplains	1	1	1	X 0.00 =	0.00
Wetland Buffers	1	1	1	X 2.10 =	2.10
Wetlands & Shoreland Wetlands	1	1	1	X 1.07 =	1.07
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

WETLAND SETBACKS

1

1.20

1.20

TOTAL

4.37

SECTION 15-3.0504**CALCULATION OF SITE INTENSITY AND CAPACITY
FOR RESIDENTIAL USES**

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0504 shall be performed.

Table 15-3.0504**WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND
CAPACITY FOR RESIDENTIAL DEVELOPMENT**

STEP 1:	CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>23.359</u> Multiple by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard): X <u>0.25</u> Equals MINIMUM REQUIRED ON-SITE OPEN SPACE = <u>5.84</u> acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA: Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>23.359</u> Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above), whichever is greater: <u>- 5.84</u> Equals NET BUILDABLE SITE AREA = <u>17.52</u> acres
STEP 3:	CALCULATE MAXIMUM NET DENSITY YIELD OF SITE: Take <i>Net Buildable Site Area</i> (from Step 2 above): <u>17.52</u> Multiply by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard): X <u>16.00</u> (PDD) Equals MAXIMUM NET DENSITY YIELD OF SITE = <u>280</u> D.U.s
STEP 4:	CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE: Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): <u>23.359</u> Multiple by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard): X <u>16.00</u> (PDD) Equals MAXIMUM GROSS DENSITY YIELD OF SITE = <u>374</u> D.U.s
STEP 5:	DETERMINE MAXIMUM PERMITTED D.U.s OF SITE: Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above): <u>280</u> D.U.s

ATTACHMENT B7

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

WORKSHEET FOR THE CALCULATION OF BASE SITE AREA FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT

R1 BLDG

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	1.31 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0.00 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	- 0.00 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	- 0.00 acres
STEP 5:	Equals "Base Site Area"	= 1.31 acres

SECTION 15-3.0503

CALCULATION OF THE AREA OF NATURAL RESOURCES TO BE PROTECTED

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X <u>0.00</u> =	<u>0.00</u>
20-30%	0.65	0.75	0.70	X <u>0.00</u> =	<u>0.00</u>
+ 30%	0.90	0.85	0.80	X <u>0.00</u> =	<u>0.00</u>
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X <u>0.00</u> =	<u>0.00</u>
Young	0.50	0.50	0.50	X <u>0.00</u> =	<u>0.00</u>
Lakes & Ponds	1	1	1	X <u>0.00</u> =	<u>0.00</u>
Streams	1	1	1	X <u>0.00</u> =	<u>0.00</u>
Shore Buffer	1	1	1	X <u>0.00</u> =	<u>0.00</u>
Floodplains	1	1	1	X <u>0.00</u> =	<u>0.00</u>
Wetland Buffers	1	1	1	X <u>0.04</u> =	<u>0.04</u>
Wetlands & Shoreland Wetlands	1	1	1	X <u>0.00</u> =	<u>0.00</u>
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

WETLAND SETBACK

0.06 0.06

Total = 0.10

Table 15-3.0505

**WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND
CAPACITY FOR NONRESIDENTIAL DEVELOPMENT**

STEP 1:	CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE: Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>1.31</u> Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard): X <u>0.25</u> Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE = <u>0.33</u> acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA: Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>1.31</u> Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503) or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater: - <u>0.33</u> Equals NET BUILDABLE SITE AREA = <u>0.98</u> acres
STEP 3:	CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE: Take <i>Net Buildable Site Area</i> (from Step 2 above): <u>0.98</u> Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard): X <u>0.57</u> Equals MAXIMUM NET FLOOR AREA YIELD OF SITE = <u>0.56</u> acres
STEP 4:	CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE: Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): <u>1.31</u> Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard): X <u>0.31</u> Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE = <u>0.41</u> acres
STEP 5:	DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE: Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above): (Multiple results by 43,560 for maximum floor area in square feet): <u>0.41</u> acres <u>17,690</u> s.f.)

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 7, 2019
REPORTS & RECOMMENDATIONS	Request for Special Common Council Meeting for May 23 rd , 2019	ITEM NUMBER <i>G.5.</i>

At the April 16th Common Council meeting, Council approved moving forward with amendment of TID No. 5 (Ballpark Commons) and creation of proposed TID #7 overlay (Ballpark Commons Apartments). Both of these processes must follow a statutory timeline and the remaining items on the timeline are listed below for your reference. Based on the timing of regularly scheduled Plan Commission and Common Council meetings and the time constraints of the apartment complex project, staff requests a special meeting of the Common Council to review the Project Plans and consider resolutions to approve the District Project Plans.


May 9 @ 5 p.m.	Joint Review Board meets to review plans, appoint chairperson and public member and set next meeting date. <i>(Prior to public hearing)</i>
May 9 @ 6:30 p.m.	Plan Commission Public Hearing on Project Plans and approval TIDs. <i>(Within 14 days of second publication)</i> Plan Commission reviews plans & approval of District Project Plans.
May	Ehlers will provide City & City Attorney with revised draft Project Plans, if necessary, as well as agenda language (City to post) & resolutions (City to distribute) for City Council meeting.
May 14	Ehlers' will e-mail a Class 1 Notice to Official City Newspaper of JRB meeting. (cc: City) Ehlers will mail notices & required attachments to JRB of the final meeting, along with the Agenda (City to post). (cc: City & Attorney) <i>(Letters must be postmarked prior to publication).</i>
May 22	Publication of JRB Meeting Notice <i>(At least 5 days prior to meeting)</i>
May 23 @ 6:30	City Council reviews Plans & adopts resolutions approving District Project Plans. <i>(at least 14 days after hearing)</i>
May 29 - 31	Joint Review Board consideration. <i>(Within 45 days of notification of meeting / receipt of Plan Commission & City Council resolutions)</i>

COUNCIL ACTION REQUESTED

Set a special Common Council meeting for May 23rd, 2019.

Economic Development Department - CB

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/7/2019
REPORTS & RECOMMENDATIONS	Authorization to go to Bid on the City Hall Roof, HVAC, and Fascia Wood Replacement Project	ITEM NUMBER <i>G.6.</i>

Quorum Architects and their team of consulting specialists have completed the plans and specifications and have coordinated with the Director of Administration on completion of the Contract Documents.

The plans reflect the action of the Common Council from the meeting of 3/19/2019 whereat the Common Council accepted the Design Development Report and authorized the architect to proceed to Phase 2 of the project which is development of the construction documents. Phase 2 was completed on schedule as the construction documents were to be completed by the end of April allowing it to come to back to the Common Council for authorization to go to bid at, this, the first meeting in May.

Following are some notable aspects of the contract document:

- Although a copy of the contract, plans, and specifications will be available for review at the City Clerk's Office, prospective contractors will be able to obtain them online from the A/E# Graphics Public Jobs Plan room.
- A bid bond equivalent to 10% is required with the bid submissions.
- The contract incorporates liquidated damages (a stick) in the event the contractor is delayed without documented, justifiable reasons, but the daily liquidated damages are kept moderately low – \$200 per day – because the City is not offering additional earnings (a carrot) for early completion.
- A prequalification process, allowable as per Wisconsin Statutes 66.0901(2), is not being used in favor of using the provisions of Wisconsin Statute 62.15(6) wherein the "lowest responsible bidder" can be identified. Such qualification information and data can be obtained per number 4 of the "Instructions to Bidders."
- All work is to be performed between 7am and 6pm unless otherwise approved by the owner, but provisions for potential weekend hours are incorporated.
- The public liability and property damage insurance level was increased to \$2,000,000 so that it exceeded the value of the project.
- In accordance with our municipal code, all Franklin permits are at no charge to the contractor.
- Color of the siding will be selected from the manufacturer's full range of standard colors.
- The Civic Celebration event will not be impacted because the pre-construction meeting is scheduled for July 9th; nonetheless, the contractor is informed they must work around the event.

The bid pricing page (called the "Bidding Schedule") is also attached for your convenience, as is the current project cost estimate. The Bid Schedule identifies the base bid, as approved by the Common Council. It also shows the alternate bids being obtained. The contract with the architect required an additional price estimate be developed at 90 percent plan completion. Following is a summary of the estimated costs for the base bid and alternates: base bid (\$1,929,769); canopies over the Health entrance and both rear parking lot entrances (\$24,835); an enhanced open air canopy at the main entrance (\$120,865); a new, moderate enclosed vestibule at the main entrance (\$217,840); a panel system upgrade for the cladding (\$49,582); a roof upgrade to provide an extended warranty (\$29,566); and a roof upgrade to provide a Hail Rider Warranty (TBD).

The numbers have unfortunately not improved from the estimate previously provided as part of the Design Development Report (That older estimate is also attached for your convenience). At that time, March 19, the base project estimate was \$1,843,710 and it was noted that backing out the 5% contingency of \$70,737 brought the base project estimate to \$1,772,973 or just inside the \$1,775,000 budget. Unfortunately, the base estimate has risen by 4.6% or \$86,059 to a total of \$1,929,769. Backing out the contingency leaves a project of \$1,859,032 or estimated to be \$84,030 over budget. The increases are primarily due to the addition of a performance bond (that line item increased \$12,170), landscaping at the front entrance (earthwork and exterior improvements went up \$30,000), greater project details (for example, concrete work for \$7,000 was added), and a less favorable bid environment that has become more evident.

Given these estimates, absent competitive and favorable bids, the Common Council should anticipate needing to execute a budget modification in conjunction with any eventual award of a contract. The Director of Administration and Finance Director will address options for such a budget modification between now and the date of bid consideration. One step that can be done at this time is to pull the landscaping into an additional alternate bid thereby reducing the base bid and providing some flexibility to the City concerning this landscaping component. That strategy has been incorporated into the recommended motion.

The document also identifies related work by the City with which the contractor will have to coordinate their efforts ("Instructions to Bidders" number 24). For example, the City will separately have to plan and arrange for the contractor to have access to each area as the HVAC work is occurring. This strategy will be finalized while bids are being received. The intent is also to coordinate this such that the Clerk's Office can have the carpet and tile removed and new carpeting installed in conjunction with their temporary move. Similarly, it warns the contractor that the City may replace the monument sign in front of the building given the eventual need to replace the old logo. None of these costs are incorporated in the bid itself. At the time the bid is to be awarded, estimates for these costs will be identified and provided to the Common Council for consideration in conjunction with the award of the contract.

The contract is expected to be considered for award by the Common Council on June 18, 2019. The Contractor is expected to start within 8 days of award and will have an additional 168 days to reach final completion. The construction time is appropriate for a project of this nature given, for example, the need for the contractor to develop and submit shop drawings and to obtain product approvals and for the extended delay (10-12 weeks) inherent in acquiring the HVAC mechanical

equipment. Nonetheless, this full timeframe is expected to be a worst case scenario, and the HVAC engineer is hoping to be able to work with suppliers to secure certain pieces of equipment as shipments arrive at the U.S. The timeline for the project is set forth on page 16, number 25, of the "Instruction to Bidders" which is attached for your convenience.

The requested motion includes the authority for any minor, technical corrections that may be identified prior to publication. For example, after discussion with the City Attorney, the page "Resolution—Authorization to Execute Contract" referencing the bidder's corporate execution is to be deleted with the corresponding addition of a bidders authority sentence to the "Sworn Statement of Bidder." This was cleaner and then covers all forms of the bidder's organizational structure, but it was not caught prior to the initial printing of the documents for this project.

A full set of the project specifications and documents are available in the Clerk's Office and a copy has been placed in the Aldermen's Room.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to authorize staff to go to bid on the City Hall Roof, HVAC, and Fascia Wood Replacement Project subject to separating and identifying landscaping as an alternate bid and subject to technical corrections and clarifications as approved by the Director of Administration.

CITY OF FRANKLIN, WISCONSIN
ADVERTISEMENT FOR BIDS

CITY HALL ROOF, HVAC, AND FASCIA WOOD REPLACEMENT PROJECT
9229 W. LOOMIS ROAD

IN THE CITY OF FRANKLIN, WISCONSIN

NOTICE IS HEREBY GIVEN that sealed bids for the City Hall Roof, HVAC, and Fascia Wood Replacement Project at 9229 W. Loomis Road in the City of Franklin will be received until 11:00 a.m. (CST) on June 5, 2019, at the Office of the City Clerk, Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132.

All bids received will be publicly opened and the total base bid plus all alternate bids will be read aloud in the Common Council Chambers at Franklin City Hall at 11:05 a.m. on June 6, 2019.

The contract documents including plans with specification supplements are on file and available for inspection at the Office of the City Clerk of the City of Franklin. Plans and Specifications can be viewed and purchased online in the A/E Graphics Public Jobs Plan room at aegraphics.com or follow the Online Plan room link on the home page. Plans and Specifications can be viewed at no cost. Downloads of the digital files can purchased online with a credit card and orders for hard copy prints may be purchased online with a credit card or A/E Graphics account. Contact Steve Wellman, Project Administrator, at 262-781-7744 or stevew@aegraphics.com if you need assistance.

A certified check or bid bond, payable without condition to the City of Franklin in an amount equal to ten percent (10%) of the total base bid (rounded down to the nearest dollar), shall be submitted with each bid as a guarantee that if the bid is accepted, a proper contract and bond will be executed and filed within ten (10) days after the acceptance of the bid. If such bidder fails to execute and file such contract and bond, the amount of the check or bid bond shall be forfeited as liquidated damages. This paragraph is in accordance with and provides notification of such requirements of and per Wisconsin Statutes 62.15(3).

No bid shall be withdrawn after the opening of bids, without the consent of the City of Franklin, for a period of ninety (90) days after the time of opening of bids. Each bidder agrees upon submission of bid that if the same be accepted within said time period, the bidder shall be bound by the terms of acceptance hereinafter contained.

The work associated with this project will include the replacement of the City Hall roof, the replacement and/or installation of a new HVAC system to service the southern half (approximate) of the building including, but not limited to, roof-top units, ductwork, and controls, and replacing the boards or cladding that encircle the upper third of the exterior walls and that interact with the roofing system, along with an alternate consideration that may add a modest foyer at the primary entrance. The contract is expected to be considered for award by the Common Council on June 18, 2019. The Contractor is expected to start within 8 days of award and will have an additional 168 days to reach final completion.

All bids must be prepared as described in instructions to bidders and must be sealed and addressed to the City of Franklin and filed in the Office of the City Clerk of the City of Franklin, Wisconsin. There shall appear on the envelope of each bid the name and address of the bidder and the following purpose for which the bid is intended: "Contract Proposal: City Hall Roof, HVAC, and Fascia Wood Replacement Project."

Plans and specifications for this project were prepared by Quorum Architects, Inc., Milwaukee, Wisconsin. Published by authority of the Common Council of the City of Franklin, Wisconsin,

Sandra L. Wesolowski
City Clerk
City of Franklin, Wisconsin

drawing CS.3 SITE STAGING AND PHASING PLANS, as site access will be affected. The Contractor for the City Hall Roof, HVAC and Fascia wood replacement project will need to coordinate site access and scheduling of this event with the owner as part of this project.

- 25) Schedule: The following is the anticipated project timeline. It has been developed to identify major project milestones that need to be met. Hard dates that cannot be changed are listed in **bold text**.

Project Timeline and Schedule of Critical Activities

Common Council's Authorization to Bid:	May 7, 2019
Bid Advertised	May 15, 2019 & May 22, 2019
Pre-Bid Walk Through	May 23, 2019 1:00pm CST @ City of Franklin City Hall
Bidding	May 15, 2019 thru June 5, 2019 (3 weeks)
Bid Opening	June 6, 2019
Common Council Acceptance of Bid:	June 18, 2019
Signed Contract	June 28, 2019
Preconstruction Meeting #1	July 9, 2019
City of Franklin Civic Celebration Setup	June 26, 2019 thru July 2, 2019
City of Franklin Civic Celebration	July 3, 2019 thru July 6, 2019
City of Franklin Civic Celebration Takedown	July 8-July 9, 2019
Shop Drawings	July 12, 2019 thru August 20, 2019
Shop Drawing Review	July 16, 2019 thru August 20, 2019
Construction	June 28, 2019 thru December 13, 2019
Bi-weekly Project Meeting #2	July 23, 2019
Bi-weekly Project Meeting #3	August 6, 2019
Bi-weekly Project Meeting #4	August 20, 2019
Bi-weekly Project Meeting #5	September 3, 2019
Bi-weekly Project Meeting #6	September 17, 2019
Bi-weekly Project Meeting #7	October 1, 2019
Bi-weekly Project Meeting #8	October 15, 2019
Bi-weekly Project Meeting #9	October 29, 2019
Bi-weekly Project Meeting #10	November 12, 2019
Punchlist Inspection Meeting #11	November 26, 2019
Final Punch List Items Addressed	November 26, 2019 thru December 10, 2019
Substantial Completion	December 12, 2019
	(All Punch List Items Complete and Signed Off)
All Work Complete	December 12, 2019
Project Close-Out Complete	December 31, 2019

- 26) Work Hours: All work is to be performed between 7am and 6pm daily Monday thru Friday unless otherwise approved by the building Owner. Weekend work may be permitted as allowed by the Owner. Requests for weekend work must be submitted to the Owner's representative by 12:00pm on the Thursday prior to the weekend in order to provide sufficient time to ensure amendments are made to the schedule and security staff is briefed on the changes.

- 27) Operation and Maintenance Manuals and Instructions: The Contractor shall provide the Owner with two (2) sets of the O&M data for each device, piece of equipment and assembly furnished and/or installed under this contract. Format shall be paper, indexed and labeled and bound in three-ring binders. When duplicate electronic data is available, include electronic media in 3-hole vinyl holders in binders.

The O&M manuals shall include the following:

- Table of Contents
- Contact information (including emergency contact number) for installing contractor, original vendor manufacturer and service provider
- Copy of approved submittals
- As-built control drawings and sequences of operations
- Catalog data or literature with correct model number checked
- Manufacturer's installation and operation instructions including start-up, break-in, shutdown, seasonal, emergency and special operation procedures
- Manufacturer's maintenance instructions including procedures and instructions for problem corrections, preventive maintenance, testing, alignment, adjustment and repair
- Complete parts list in an exploded view diagram of the equipment
- Construction Verification Checklists
- Inspection and testing reports

BIDDING SCHEDULE

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1	LUMP SUM	Roof Replacement, HVAC replacement at South Building, Wood Fascia replacement and New Hung Exterior Canopies Over City Hall, Building Inspection Entry / Community Room Entry to Replace Wood Shingle Canopies Two Canopies		
			Unit Price _____ dollars and _____ cents each		

TOTAL BASE BID

(Amount in Words)

(\$ _____)

(Figures)

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2	1	LUMP SUM	New Hung Exterior Canopies Over West Pedestrian Entry and Two (2) South Pedestrian Entries to Replace Wood and Shingle Canopies		
			Unit Price _____ dollars and _____ cents each		

TOTAL ADD ALTERNATE BID #1

(Amount in Words)

(\$ _____)

(Figures)

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3	1	LUMP SUM	New Open-Air Canopy Over Main City Hall Entry		
			Unit Price _____ dollars and _____ cents each		

TOTAL ADD ALTERNATE BID #2

(Amount in Words)

(\$ _____)

(Figures)

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4	1	LUMP SUM	New Enclosed Entry Vestibule at Main City Hall Entry		
			Unit Price _____ dollars and _____ cents each		

TOTAL ADD ALTERNATE BID #3

(Amount in Words)

(\$ _____)

(Figures)

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
5	1	LUMP SUM	Nichiha Panel System in lieu of Hardie Panel System at upper third of façade		
			Unit Price _____ dollars and _____ cents each		

TOTAL ALTERNATE BID #4

(Amount in Words)

(\$ _____)

(Figures)

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
6	1	LUMP SUM	At Roof Areas 2 and 3 Upgrade roof system to provide a 30-year manufacturer's warranty		
			Unit Price _____ dollars and _____ cents each		

TOTAL ADD ALTERNATE BID #5

(Amount in Words)

(\$ _____)

(Figures)

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7	1	LUMP SUM	At Roof Areas 2 and 3 Upgrade roof system to provide a Hail Rider Warranty	_____	_____
			Unit Price _____ dollars and _____ cents each		

TOTAL ADD ALTERNATE BID #6

(Amount in Words)

(\$ _____)

(Figures)

Estimate Per May 7, 2019
May 7, 2019



Estimate Per May 7, 2019

DESCRIPTION	BASE BID Roof, HVAC & Fascia Wood Replacement	ALT BID #4 (ADD) Nichia vs. Hardie	ALT BID #1 (ADD) 3 added canopies	ALT BID #3 (ADD) Enclosed Entry	ALT BID #2 (ADD) Open Air Entry	ALT BID #5 (ADD) 30 yr roof warranty
01 General Requirements	21,580	-	-	-	-	-
02 Demolition	70,110	-	-	4,000	4,000	-
03 Concrete	7,000	-	-	15,000	15,000	-
04 Masonry	-	-	-	-	-	-
05 Metals	65,000	-	21,000	21,000	21,000	-
06 Carpentry	54,690	-	-	11,000	2,000	-
07 Thermal & Moisture Protection	450,000	-	-	19,200	19,200	-
Remove & Replace Roofing	55,180	41,925	-	-	-	25,000
Fascia Replacement	-	-	-	-	-	-
08 Openings	42,520	-	-	35,000	2,000	-
09 Finishes	-	-	-	25,000	-	-
10 Specialties	-	-	-	-	-	-
11 Equipment	-	-	-	-	-	-
12 Furnishings	-	-	-	-	-	-
13 Special Construction	-	-	-	-	-	-
14 Conveying	-	-	-	-	-	-
21 Fire Protection	-	-	-	5,000	-	-
22 Plumbing	-	-	-	5,000	5,000	-
23 HVAC	594,500	-	-	10,000	-	-
26 Electrical and Lighting	66,170	-	-	12,000	-	-
27 Communications, AV	-	-	-	-	-	-
28 Security	-	-	-	-	-	-
31 Earthwork	10,000	-	-	10,000	10,000	-
32 Exterior Improvements	40,000	-	-	12,000	12,000	-
50 Other	-	-	-	-	-	-
SUBTOTAL CONSTRUCTION	1,480,811	41,925	21,000	184,200	192,200	25,000
Escalation	-	-	-	-	-	-
Contingency (Estimate)	0%	-	-	-	-	-
Contingency (Construction)	5%	2,095	1,050	9,210	5,110	1,250
CM Staff, GCs, Fee, Insurance	-	-	-	-	-	-
General Conditions	6%	2,516	1,280	11,052	6,132	1,500
CM Reimbursables	-	Included	Included	-	-	-
General Liability Insurance (Fixed Rate)	0.75%	349	175	1,533	851	208
Builder's Risk Insurance	-	by owner	by owner	-	-	-
Contractor Fee & Payment/Performance Bond	5.75%	2,695	1,350	11,845	6,572	1,608
TOTAL CONSTRUCTION	1,757,249	49,592	24,835	217,840	120,865	28,565
OTHER PROJECT COSTS (A/E, FFE, Misc.) - PRELIMINARY	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Phase I	35,620	Included in base bid	Included in base bid	Included in base bid	Included in base bid	Included in base bid
Phase II	135,900	Included in base bid	Included in base bid	Included in base bid	Included in base bid	Included in base bid
Permits and Fees (waived by City of Franklin)	-	by owner if applicable	by owner if applicable	by owner if applicable	by owner if applicable	by owner if applicable
Furniture, Fixtures & Equipment	-	by owner	by owner	by owner	by owner	by owner
Utility Costs	-	by owner	by owner	by owner	by owner	by owner
Technology & AV	-	by owner	by owner	by owner	by owner	by owner
Moving & Storage of Furniture/Books/Etc	-	by owner	by owner	by owner	by owner	by owner
Advertising & Marketing Costs	-	by owner	by owner	by owner	by owner	by owner
Legal & Financial	-	by owner	by owner	by owner	by owner	by owner
Signage	-	by owner	by owner	by owner	by owner	by owner
Owner's Reserve	-	by owner	by owner	by owner	by owner	by owner
SUBTOTAL OTHER COSTS	170,520	-	-	-	-	-
TOTAL PROJECT COST	1,927,769	49,592	24,835	217,840	120,865	28,565

- Qualifications/Assumptions/Exclusions
- Hazardous material testing and abatement by owner
 - Work to take place after June 2019
 - Work to take place during normal working hours
 - Builder's Risk Insurance by owner
 - Signage by owner's contractor
 - No work is included to replace existing windows or entries
 - Existing brick to remain as is




ESTIMATE SUMMARY

DESCRIPTION	BASE BID Roof, HVAC & Hardie Pl Fagade	ALT A1 3 added canopies	ALT A2 Enclosed Entry	ALT A3 Open Air Entry	ALT A4 30 yr roof warranty
01 General Requirements	21,550	-	-	-	-
02 Demolition	70,110	-	4,000	4,000	-
03 Concrete	-	-	15,000	15,000	-
04 Masonry	-	-	-	-	-
05 Metals	63,000	18,000	18,000	18,000	-
06 Carpentry	54,680	-	11,000	2,000	-
07 Thermal & Moisture Protection	-	-	19,200	19,200	-
Remove & Replace Roofing	440,000	-	-	-	20,000
Fascia Replacement	56,600	-	-	-	-
08 Openings	-	-	35,000	-	-
09 Finishes	42,620	-	25,000	2,000	-
10 Specialties	-	-	-	-	-
11 Equipment	-	-	-	-	-
12 Furnishings	-	-	-	-	-
13 Special Construction	-	-	-	-	-
14 Conveying	-	-	-	-	-
21 Fire Protection	-	-	5,000	-	-
22 Plumbing	-	-	5,000	5,000	-
23 HVAC	580,000	-	10,000	-	-
26 Electrical and Lighting	66,170	-	12,000	12,000	-
27 Communications, AV	-	-	-	-	-
28 Security	-	-	-	-	-
31 Earthwork	5,000	-	10,000	10,000	-
32 Exterior Improvements	15,000	-	18,000	18,000	-
50 Other	-	-	-	-	-
SUBTOTAL CONSTRUCTION	1,414,731	18,000	187,200	105,200	20,000
Escalation	-	-	-	-	-
Contingency (Est/Design) 0%	-	-	-	-	-
Contingency (Construction) 5%	70,737	900	9,360	5,280	1,000
CM Staff, GCs, Fee, Insurance	-	-	-	-	-
General Conditions 6%	84,884	1,080	11,232	6,312	1,200
CM Reimbursables	included	included	-	-	-
General Liability Insurance (Fixed Rate) 0.75%	11,778	150	1,558	876	167
Builder's Risk Insurance	by owner	by owner	-	-	-
Contractor Fee 5.25%	83,062	1,057	10,991	6,177	1,174
TOTAL CONSTRUCTION	1,665,190	21,187	220,341	123,824	23,541
OTHER PROJECT COSTS (A/E, FFE, Misc.) - PRELIMINARY					
Professional Services	-	-	-	-	-
Phase I	38,620	included in base bid	included in base bid	included in base bid	included in base bid
Phase II	139,900	included in base bid	included in base bid	included in base bid	included in base bid
Permits and Fees (waived by City of Franklin)	by owner if applicable	by owner if applicable	by owner if applicable	by owner if applicable	by owner if applicable
Furniture, Fixtures & Equipment	by owner	by owner	by owner	by owner	by owner
Utility Costs	by owner	by owner	by owner	by owner	by owner
Technology & A/V	by owner	by owner	by owner	by owner	by owner
Moving & Storage of Furniture/Books/Etc	by owner	by owner	by owner	by owner	by owner
Advertising & Marketing Costs	by owner	by owner	by owner	by owner	by owner
Legal & Financial	by owner	by owner	by owner	by owner	by owner
Signage	by owner	by owner	by owner	by owner	by owner
Owner's Reserve	by owner	by owner	by owner	by owner	by owner
SUBTOTAL OTHER COSTS	178,520	-	-	-	-
TOTAL PROJECT COST	1,843,710	21,187	220,341	123,824	23,541

Qualifications/Assumptions/Exclusions

- Hazardous material testing and abatement by owner
- Work to take place after June 2019
- Work to take place during normal working hours
- Builder's Risk Insurance by owner
- Signage by owner's contractor
- No work at existing windows or entries outside new entries on North elevation
- Existing brick to remain as is

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/7/2019
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens Travel Program Update for 2018 Year End	ITEM NUMBER G.7.

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annual, attached is correspondence from Mr. Basil Ryan on January through December 2018 trip statistics and activities.

The 2018 budget for the Senior Travel Program was \$12,000. For the period January 1, 2018 through December 31, 2018, a total of eight (8) trips were taken where the bus transportation for each was paid by the City, expending \$10,550 against the \$12,000 Senior Travel Program Budget for 2018, leaving an unspent balance of \$1,450.

Page two of the report indicates that the program underspent the 2018 budget by \$1,450. The document indicates a request to carry forward the 2018 unspent appropriations of \$1,450 to 2019. To do so, a budget modification would be required.

COUNCIL ACTION REQUESTED

Motion to accept and file the Senior Travel Program 2018 year-end report.

OR

Motion to accept and file the Senior Travel Program 2018 year-end report and to direct the Finance Director to bring forward a 2019 Budget modification to re-appropriate \$1,450 of unused 2018 appropriations.

April 16, 2019

Mayor and Common Council Members
Franklin City Hall
9229 West Loomis Road
Franklin, WI 53132

Ladies and Gentlemen:

The Franklin Senior Travelers submit the following report for July to December 2018 activity. Franklin Senior Travelers were active in August, September, October and November. A variety of trips were held during this period.

August – Lake Geneva boat tour, Black Point Estate, Yerkes Observatory, Lake Geneva – 96 seniors
September – Deathtrap Whodunit Murder Mystery, Drumlin Ridge Winery, Palace Theater, Wisconsin Dells - 94 seniors
October – Frank & Ella and Friends, Sunset Playhouse (short afternoon trip) – 62 seniors
November – Branson on the Road, White Pines Playhouse, shopping at Conover Square Antique Mall, Oregon, IL - 112 seniors

We continue to experience tremendous success with many NEW **Franklin seniors** participating on trips for the first time. We realize we have seniors with varying interests and we try to cater to all of their concerns and needs.

Our 2018 budget was \$12,000. This budget allows us to absorb the tremendous growth in Franklin senior participation in 2018. If it was not for this additional money from the city, we would not have been able to accommodate the growing number of seniors who want to enjoy these experiences even though we've had to eliminate and stretch out trips throughout the year so we can successfully work within the \$12,000 budget. We did not take any trips during February, May, July and December.

The City of Franklin should be proud of the partnership's success. We are looking forward to more great trips in 2019 for our Franklin seniors.

Franklin Senior Travelers, along with the help of the City of Franklin, look forward to continued success in providing Franklin's seniors with affordable activities, as well as the ability to interact with other Franklin seniors and share experiences that they may otherwise not be able to.

Sincerely,

Basil Ryan
Franklin Senior Travelers

Attachment

2018 FRANKLIN SENIOR TRAVELERS BUS TRANSPORTATION BUDGET

Date	Trip Description	Bus Cost	Paid By	Balance
				12,000
1/11/2018	Phantom, Fireside	860	City of Franklin	11,140
February	NO TRIP - BUDGET CONSTRAINTS	N/A		N/A
3/14/2018	Newsies, Fireside	860	City of Franklin	10,280
4/12/2018	42nd Street, Fireside	860	City of Franklin	9,420
May	NO TRIP - BUDGET CONSTRAINTS	N/A		N/A
6/21/2018	Memories Theater, Cedar Creek Winery	1,630	City of Franklin	7,790
July	NO TRIP - BUDGET CONSTRAINTS	N/A		N/A
8/6/2018	Lake Geneva/Black Point Mansion	1,900	City of Franklin	5,890
9/26/2018	Whodunit, Palace Theatre, Wis Dells	1,900	City of Franklin	3,990
10/23/2018	Frank & Ella, Sunset Playhouse	600	City of Franklin	3,390
11/26/2018	Branson on the Road, Oregon, IL	1,940	City of Franklin	1,450
December	NO TRIP - BUDGET CONSTRAINTS	N/A		N/A
	Our budget for 2018 is \$12,000.			
	Balance of \$1,450 for remainder of 2018 to be applied to 2019 budget.			

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APPROVAL <i>slw</i>	REQUEST FOR COMMON COUNCIL	MEETING DATE 05/07/19
REPORTS & RECOMMENDATIONS	CONCEPT REVIEW FOR A PROPOSED CHILDCARE AND LEARNING FACILITY AT 7760 S. LOVERS LANE RD. (TKN 794-9999-009) (FRANKLIN-WYNDHAM LLC, OWNER) (BRADFORD FRANKLIN LLC, APPLICANT)	<i>G. 8,</i>

Introduction

On April 11, 2019, Bradford Franklin LLC filed a Concept Review Application with the Department of City Development for a proposed childcare facility to be located at 7760 South Lovers Lane Road, generally located on the southwest corner of West Drexel Avenue and private drive entrance to The Shoppes at Wyndham Village; containing approximately 1.13 acres. This property is within the CC, City Civic Center zoning district. Child day care services are permitted as a special use, under SIC Code 8351.

The properties North are currently zoned R-3, Suburban/Estate Single-Family Residence District. The properties to the East are zoned I-1, Institutional District and has a church upon it. The properties to the South and West are zoned CC, City Civic Center District and make up the "Shoppes at Wyndham Hills" shopping center area.

In order for this project to proceed, a special use application and accompanying site plan would be required to be submitted and reviewed by the City prior to construction.

At the time of the drafting of this report, the applicant is arranging to meet with owners of nearby properties, and is now requesting this Concept Review with the Common Council to obtain preliminary comment on this proposal.

The 2025 Future Land Use Map identifies the subject and some adjacent properties as Mixed Use. The parcel immediately to the north of this property is shown as Residential.

On the conceptual plan, the developer is proposing the following:

- One one-story building (10,000 square foot base area and 23 feet tall) with a prominent parapet front entrance, with
- A 4,815 square foot playground area to the north of the propose structure,
- Building fronting onto Shoppes at Wyndham Village access road,
- 35 spaces of parking, with two handicap stalls, with
- Parking situated on the West side of the building, and
- One entrance provided off of the Shoppes at Wyndham Village access road.

The applicant has been advised to discuss the proposal with nearby owners and is working with City staff in arranging this meeting, as of the date of this document.

Public sanitary sewer service is available from the sewer line located to the west or the north. Public water service is available from the west or from the north.

Initial Staff Comments

Staff would note that while it has no concerns about the proposed use, staff does have potential concerns about the proposed one-story building proposed. With the approval of the Shoppes at Wyndham Hills shopping center plat, it was envisioned a two-story structure would be situated on this property.

Staff notes the proposed structure would need to take into account an underground stormwater pipe that goes through the middle of the property. Staff would not recommend approval of placing a structure on top of this public infrastructure.

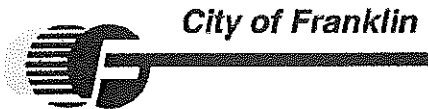
Staff would like to point out there was a concept for a cross access easement agreement sought by the City staff to provide secondary access into and from the church property to the East. The proposed concept plan does not show this.

COMMON COUNCIL ACTION REQUESTED

Provide direction to the applicant regarding the proposed child care and learning center development (approximately 1.13 acres generally located on the southwest corner of W. Drexel Ave. and the Shoppes at Wyndham Village access drive) (Bradford Franklin, LLC, Applicant).

Department of City Development: BDK

Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132
Email: generalplanning@franklinwi.gov



Phone: (414) 425-4024
Fax: (414) 427-7691
Web Site: www.franklinwi.gov

Date of Application: 4/4/2019

CONCEPT REVIEW APPLICATION

Complete, accurate and specific information must be entered. *Please Print.*

Applicant (Full Legal Name[s]):

Name: _____
Company: Bradford Franklin LLC
Mailing Address: 200 South Wacker Drive, Suite 726
City / State: Chicago, IL Zip: 60606
Phone: (312) 755-8000
Email Address: bradford.marketing@bradfordchicago.com

Applicant is Represented by: (contact person)(Full Legal Name[s])

Name: Gary Wendt
Company: The Bradford Real Estate Company
Mailing Address: 200 South Wacker Drive, Suite 726
City / State: Chicago, IL Zip: 60606
Phone: (312) 755-8017
Email Address: wendt@bradfordchicago.com

Project Property Information:

Property Address: TBD
Property Owner(s): Bradford Franklin LLC
Mailing Address: 200 South Wacker Drive, Suite 726
City / State: Chicago, IL Zip: 60606
Email Address: bradford.marketing@bradfordchicago.com

Tax Key Nos: 794 9999 009
Existing Zoning: CC City Civic Center District
Existing Use: Vacant Lot
Proposed Use: Daycare Facility
CMP Land Use Identification: Mixed Use

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

Concept Review submittals for review must include and be accompanied by the following:

- ☒ This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- ☒ Application Filing Fee, payable to City of Franklin: ☒ \$250
- ☒ Three (3) complete collated sets of Application materials to include:
 - ☒ One (1) original and two (2) copies of a written Project Summary, including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available.
 - ☒ Three (3) 8.5 x 11 inch or 11 x 17 inch copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities [approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of-way, natural resources/green space and drainage issues/concerns, etc.])
 - ☒ Three colored copies (11"x17") of the building elevations, if applicable.
- ☒ Email (or CD ROM) with all plans/submittal materials. Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).

•Upon receipt of a complete submittal, staff review will be conducted within five business days.

•Concept Review requests are reviewed by the Committee of the Whole. Meetings are held the first Monday of every month.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

ATWendt as contract purchaser
Signature - Property Owner
Gary Wendt SVP
Name & Title (PRINT)
Date: 5 APR 2019

Bradford Real Estate Company
Signature - Property Owner
Name & Title (PRINT)
Date: _____

ATWendt
Signature - Applicant
Gary Wendt SVP
Name & Title (PRINT)
Date: 5 APR 2019

above
Signature - Applicant's Representative
Name & Title (PRINT)
Date: _____



April 5, 2019

Project Summary

ZONING DISTRICT: CC City Civic Center

for

Tax Key: 7949999009

This project is being submitted for Conceptual Review to the City of Franklin.

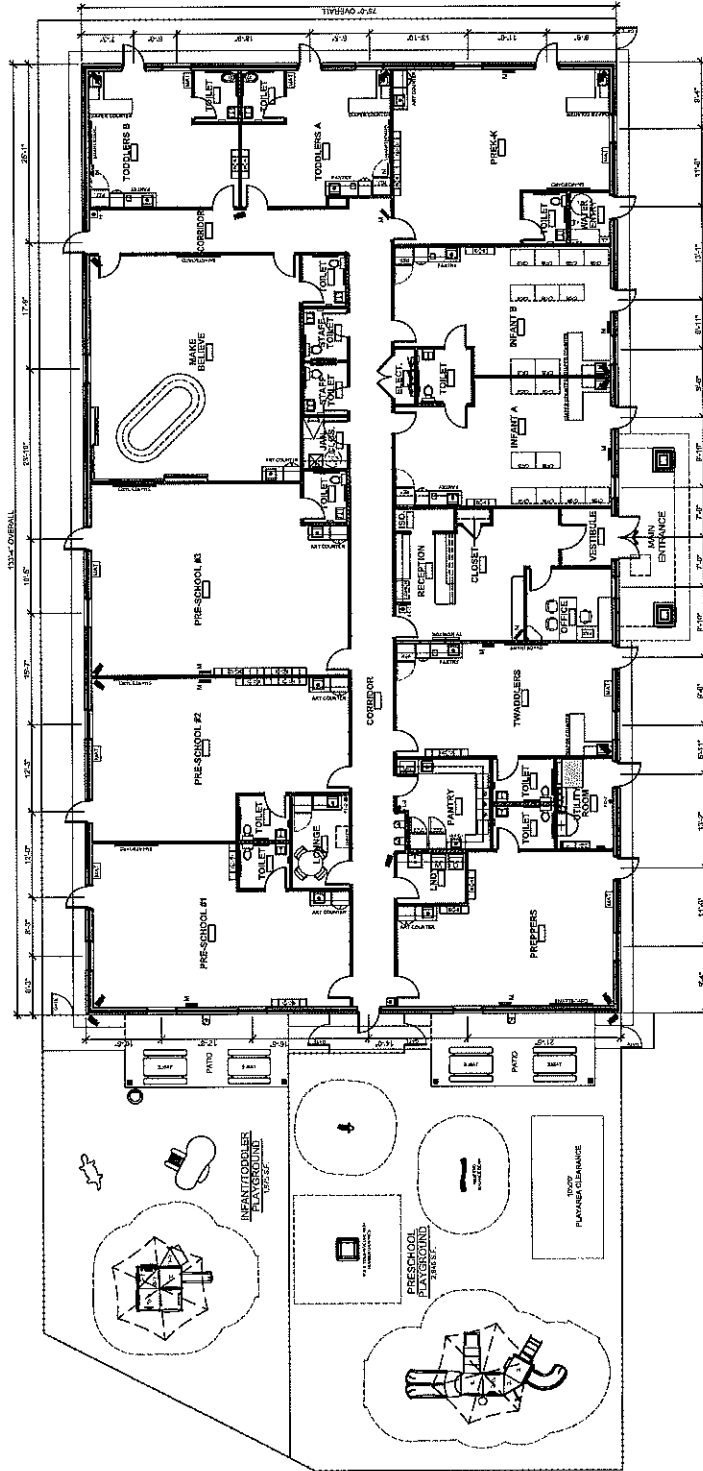
The subject property is a 1.13-acre parcel bounded on the west by an access road to the Shoppes at Wyndham Village shopping center and on the north by W. Drexel Avenue. It is located within the Shoppes at Wyndham Village shopping center and abuts Risen Savior Lutheran Church to the east. Currently, the property is an overgrown lot that has been vacant since it was cleared and graded as part of the Shoppes at Wyndham Village construction approximately 12 years ago.

The proposed development is a franchise daycare facility "The Learning Experience" that will serve the hosting community. The facility is a one-story 10,000 sq ft building with a capacity for 180 students, although expected attendance at any one time is 169 students. Facilities typically employ approximately 23 staff at any one time. Regular hours of operation are 6:30 AM – 6:30 PM, with the highest use of parking and lot facilities during the hours of 6:30AM – 9:30 AM and 4:00 PM to 6:30 PM. The facility will hire its own maintenance personnel to service the center through constant repairs and regular painting.

The development will provide growth opportunities for the community's youth and a necessary service to residents and workers within the area. The addition of this development site will cause the value of the land to increase, drive an increase in property tax revenues, and stimulate local commerce by creating jobs and providing a solution for childcare services. Additionally, the developed property will help promote future development in the area.

1. **Proposed Improvements:** The proposed improvements will include construction of:
 - a. The day care facility building
 - b. Playground area
 - c. Parking lot and access drive with 35 spaces
 - d. Utilities to service the building
 - e. Storm sewer providing drainage to the detention basin at the south
 - f. Any additional infrastructure necessary for the operation of the proposed facility.

2. **General Operation Details:** Details regarding the general operation of the business are as follows:
 - a. Regular hours of operation: 6:30 AM – 6:30 PM
 - b. Hours of delivery: 6:30 AM – 6:30 PM
 - c. Total number of employees: 23
 - d. Number of shifts: 1
 - e. Number of employees on the shift with the greatest number of employees: 23
 - f. Number of office employees: 2
 - g. Breakdown of full and part-time employees: 30% part-time (7 out of 23 total employees)
3. **Expected Cost of Improvements:** \$2,300,000
4. **Estimated Project Value:** \$3,200,000
5. **Requested Site Variances:**
 - a. A previously approved plan for the site included a two-story building. Although a one-story facility is the safest approach to the day care use, the proposed building has an atrium entry feature designed to have an appearance of two stories.
 - b. A floating cross-access easement is described on the ALTA survey, showing access to the east property. This easement will not be maintained in the proposed site plan.
 - c. Per City code, only one monument sign is allowed per property. The proposed site plan includes a monument sign for the facility.
6. **Site Parking:** The site plan proposes 35 parking spaces. An additional 24 spaces will be provided to the site in the existing Shoppes at Wyndham Village shopping center parking lot.
7. **Special Use:** This project will require approval for Special Use in the CC City Civic Center zoning.

[illegible]

PROPOSED FLOOR PLAN



NORTH

ISSUE			REVISION		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
		CONCEPT DESIGN			
		APPROVED CONCEPT DESIGN			
		30% REVIEW MET			
		FINAL REVIEW MET			
		MAILED FOR CONSTRUCTION			

PRELIMINARY
NOT FOR
BIDDING OR
CONSTRUCTION

Project Number: 2018-34	Scale: AS NOTED
Drawn by: Rogue	Approved by: SAB
PROPOSED ELEVATIONS	
Drawing Name:	
A-2	

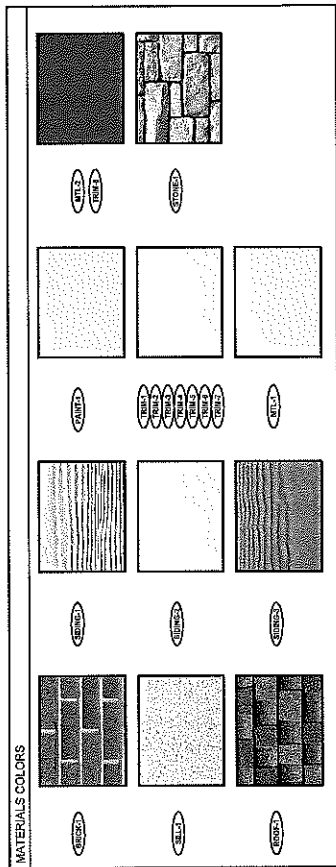


1 PROPOSED TRASH ENCLOSURE ELEVATIONS



PRELIMINARY
NOT FOR
BIDDING OR
CONSTRUCTION

Project Number: 2015.34	Scale: AS NOTED
Drawn by: ROGUE	Approved by: SAB
Drawing Name: PROPOSED ELEVATIONS	
Drawing Number: A-3	

[illegible]

2 PROPOSED EAST ELEVATION
scale: 3/16" = 1'-0"

1 PROPOSED SOUTH ELEVATION

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/07/19
REPORTS & RECOMMENDATIONS	RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR RYANWOOD MANOR ADDITION NO. 1 SUBDIVISION (AT APPROXIMATELY SOUTH 76TH STREET AND WEST OAKWOOD ROAD) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT)	ITEM NUMBER <i>G.9.</i>

At the April 18, 2019 meeting of the Plan Commission the following action was approved: move to recommend approval of a resolution conditionally approving a Final Plat for Ryanwood Manor Addition No. 1 Subdivision (at approximately South 76th Street and West Oakwood Road).

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2019-_____, conditionally approving a Final Plat for Ryanwood Manor Addition No. 1 Subdivision (at approximately South 76th Street and West Oakwood Road). (Oakwood at Ryan Creek, LLC, Applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2019-_____

A RESOLUTION CONDITIONALLY APPROVING A
FINAL PLAT FOR RYANWOOD MANOR ADDITION NO. 1 SUBDIVISION
(AT APPROXIMATELY SOUTH 76TH STREET AND WEST OAKWOOD ROAD)
(OAKWOOD AT RYAN CREEK, LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for Ryanwood Manor Addition No. 1 (formerly known as Oakwood at Ryan Creek) Subdivision (Phase 2), such plat being that part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at approximately South 76th Street and West Oakwood Road [Phase 2 has 34 lots (average size of 13,892 square feet) and 1 outlot], bearing Tax Key No. 934-9992-010, Oakwood at Ryan Creek, LLC, applicant; said Final Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the City Planning Department and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on April 18, 2019, pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Final Plat of Ryanwood Manor Addition No. 1 Subdivision (Phase 2), as submitted by Oakwood at Ryan Creek, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Final Plat be rectified, all prior to the recording of the Final Plat.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the provision of public improvements reasonably necessary, respectively, and §§15-

OAKWOOD AT RYAN CREEK, LLC - FINAL PLAT FOR RYANWOOD MANOR
ADDITION NO. 1 SUBDIVISION (PHASE 2)
RESOLUTION NO. 2019-_____

Page 2

8.0101 and 15-2.0303 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of plat approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Final Plat for Ryanwood Manor Addition No. 1 Subdivision (Phase 2); a Subdivision Development Agreement ("Subdivider's Agreement"), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by Oakwood at Ryan Creek, LLC prior to the recording of the Final Plat.

4. Each and any easement shown on the Final Plat shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Final Plat.
5. That any and all submissions, reviews and approvals, for any and all matters required to be submitted, reviewed and/or approved within the final plat application process as specified within the Unified Development Ordinance, which may not have been submitted, reviewed and/or approved as of the date of adoption of this Resolution, if any, including for matters of utility easements, a declaration of deed restrictions and protective covenants, conservation easements, other public purpose easements, stormwater management agreements, and homeowners' association legal instruments, shall be so submitted, reviewed and/or approved, prior to the recording of the Final Plat.
6. Oakwood at Ryan Creek, LLC, successors and assigns and any developer of the Ryanwood Manor Addition No. 1 34 lot and 1 outlot single-family residential subdivision (Phase 2) development 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 Ryanwood Manor Addition No. 1 34 lot and 1 outlot single-family residential subdivision (Phase 2) development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

OAKWOOD AT RYAN CREEK, LLC - FINAL PLAT FOR RYANWOOD MANOR
ADDITION NO. 1 SUBDIVISION (PHASE 2)
RESOLUTION NO. 2019-_____

Page 3

7. The approval granted hereunder is conditional upon Oakwood at Ryan Creek, LLC and the Ryanwood Manor Addition No. 1 34 lot and 1 outlot single-family residential subdivision (Phase 2) development project for the property located at approximately South 76th Street and West Oakwood Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
8. The Ryanwood Manor Addition No. 1 34 lot and 1 outlot single-family residential subdivision (Phase 2) development project shall be developed in substantial compliance with the terms and provisions of this Resolution.

BE IT FURTHER RESOLVED, that the Final Plat of Ryanwood Manor Addition No. 1 Subdivision (Phase 2), be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a final plat, the City Clerk is hereby directed to obtain the recording of the Final Plat of Ryanwood Manor Addition No. 1 Subdivision (Phase 2) with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of April 18, 2019

Final Plat

RECOMMENDATION: City Development Staff recommends approval of the Final Plat for the Ryanwood Manor Phase 1 Subdivision, subject to the conditions as noted in the attached draft ordinances and resolution.

Project Name:	Ryanwood Manor Addition No. 1 Final Plat
Project Location:	Northwest corner of 76 th Street & West Oakwood Road (Tax Key No: 934-9992-010)
Property Owner:	Oakwood at Ryan Creek, LLC
Applicant:	Oakwood at Ryan Creek, LLC
Agent:	Eric Obarski, Neumann Developments, Inc.
Current Zoning:	R-5 Suburban Single-Family Residence District, and FW Floodway District
2025 Comprehensive Plan:	Business Park and Residential
Use of Surrounding Properties:	Single-family residential to the north, single-family and agricultural to the south, single-family and Milwaukee County parkland to the east, and agricultural to the west.
Applicant's Action Requested:	Recommendation of approval of the Rezoning, Comprehensive Master Plan Amendment, and Final Plat

Introduction/Background:

On December 11, 2018, the applicant submitted a Final Plat Applications for the Ryanwood Manor Addition No. 1 Subdivision located at the northwest corner of South 76th Street and West Oakwood Road (formerly Oakwood at Ryan Creek). This is considered Phase Two of the subdivision development.

Project Description/Analysis:

The applicant is proposing to further subdivide the existing property to create 34 R-5 single-family residential lots with this phase.

This Plat includes three new public roadways, including a connection to to West Oakwood Road at West Oakwood Way on the south side of the subdivision. There are also two (2) proposed through streets. While the Preliminary Plat (Oakwood at Ryan Creek) was for the entire subdivision, the applicant has decided to do the Final Plat in phases. Following Phase 1 and this Phase 2, There is planned development to the west of these phases, with no timeline submitted to date.

With Phase 1 approval, one point of ingress/egress from South 76th Street at South Creek View Court was approved. This phase, as proposed, incorporates a completed access to Phase 1 by means of West Oakwood Way to South Woodside Court and South Ryan Creek Court, which connect to Wet Schweitzer Street.

All single-family lots abut a public right-of-way and have sufficient width. Staff recommends the applicant demonstrate that lot 45 can accommodate a single-family home of a size comparable to what could be built on other lots in the Subdivision due to the curve of the street prior to submitting to the Council for final approval. Also, staff recommends the applicant demonstrate that lots 46, 47 and 48 meet the minimum lot width of 90-feet at the front yard setback prior to submitting to the Council for final approval.

Storm drainage easement and a vision corner are proposed within Outlot 4, within the south side of the property. The proposed subdivision will be served by municipal water and public sanitary sewer.

Signage:

Signage is not being proposed at this time. Staff recommends any proposed subdivision monument sign(s) be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department. Staff recommends any proposed subdivision monument sign(s) be subject to review and approval of Sign Review Application by the Plan Commission and issuance of Sign Permit from the City Inspection Department.

Staff Recommendation:

City Development Staff recommends approval of the Final Plat for the Ryanwood Manor Addition No. 1 Subdivision, subject to the conditions as noted in the attached draft resolution.



S. 76th Street & W. Oakwood Road
TKN: 934 9992 010



Planning Department
(414) 425-4024

0 380 760 1,520 Feet

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.



2019 Aerial Photo

S. 76th Street & W. Oakwood Road
TKN: 934 9992 010



Planning Department
(414) 425-4024

0 380 760 1,520 Feet

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.



City of Franklin Department of City Development

Date: April 4, 2019

To: Oakwood at Ryan Creek, LLC

From: City Development Staff

RE: Ryanwood Manor Addition No. 1 Final Plat – Staff Comments

Please be advised that City Staff has reviewed the above application. Department comments are as follows for the Final Plat Application submitted by Oakwood at Ryan Creek, LLC and City file-stamped on March 18, 2019.

Unified Development Ordinance (UDO) Requirements

Plat Data

1. Please depict utility and drainage easements on the face of the Final Plat per Section 15-7.0602-D of the UDO.
Drainage easements were previously shown, utility easements have been added.

Declaration of Deed Restrictions, Protective Covenants, Conservation Easements, and Homeowner's Association

2. The City Attorney shall review all final declaration of deed restrictions and protective covenants, conservation easements, and homeowners' associations and shall approve said instruments as to form as they pertain to such purpose, as required by Section 15-7.0603-D of the UDO.

All documents will be submitted to the City attorney for final approval upon the recording of the first plat. The first plat recording information is needed to complete these documents.

Staff Recommendations

Plat

See the attached exhibit which shows a 60' x 60' building pad which is the standard pad size in this development.

1. Please demonstrate that Lot 45 can accommodate a single-family home of a size comparable to what could be built on other lots in the Subdivision. The building envelope on this lot appears to be tight due to the curve of the street.
2. Please demonstrate that Lots 46, 47 and 48 meet the minimum lot width of 90-feet at the front yard setback.
See the attached exhibit which shows that each of these three lots have a minimum 90'.

Sign Plan

3. Staff recommends any proposed subdivision monument sign(s) be subject to review and approval of a Sign Review Application by the Plan Commission and issuance of a Sign Permit from the Inspection Department.
Understood. Any proposed signage will be submitted for the proper review and approval.

Other

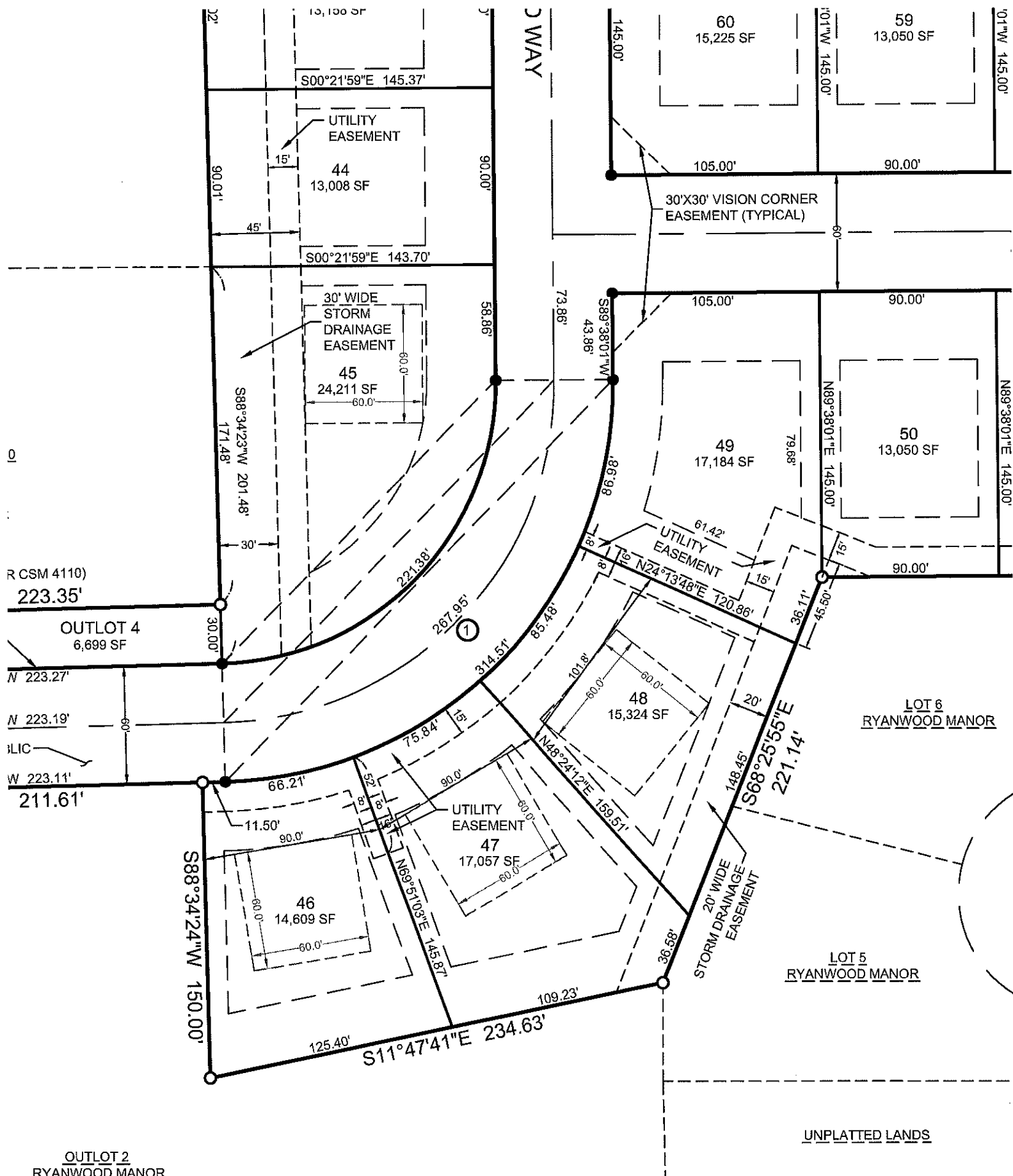
4. According to Condition No. 12 of Resolution No. 2019-7466, a revised Landscape Plan shall be submitted to the Department of City Development for review and approval by Staff, prior to issuance of a Building Permit.
Understood. A revised landscape plan will be submitted for approval.

Engineering Staff Comments

5. Insert the recording information of the Ryan Manor Subdivision in the legal description. Ryanwood Manor has not been recorded yet. Once the first plat is recorded, the information will be filled in on the addition no. 1 plat.

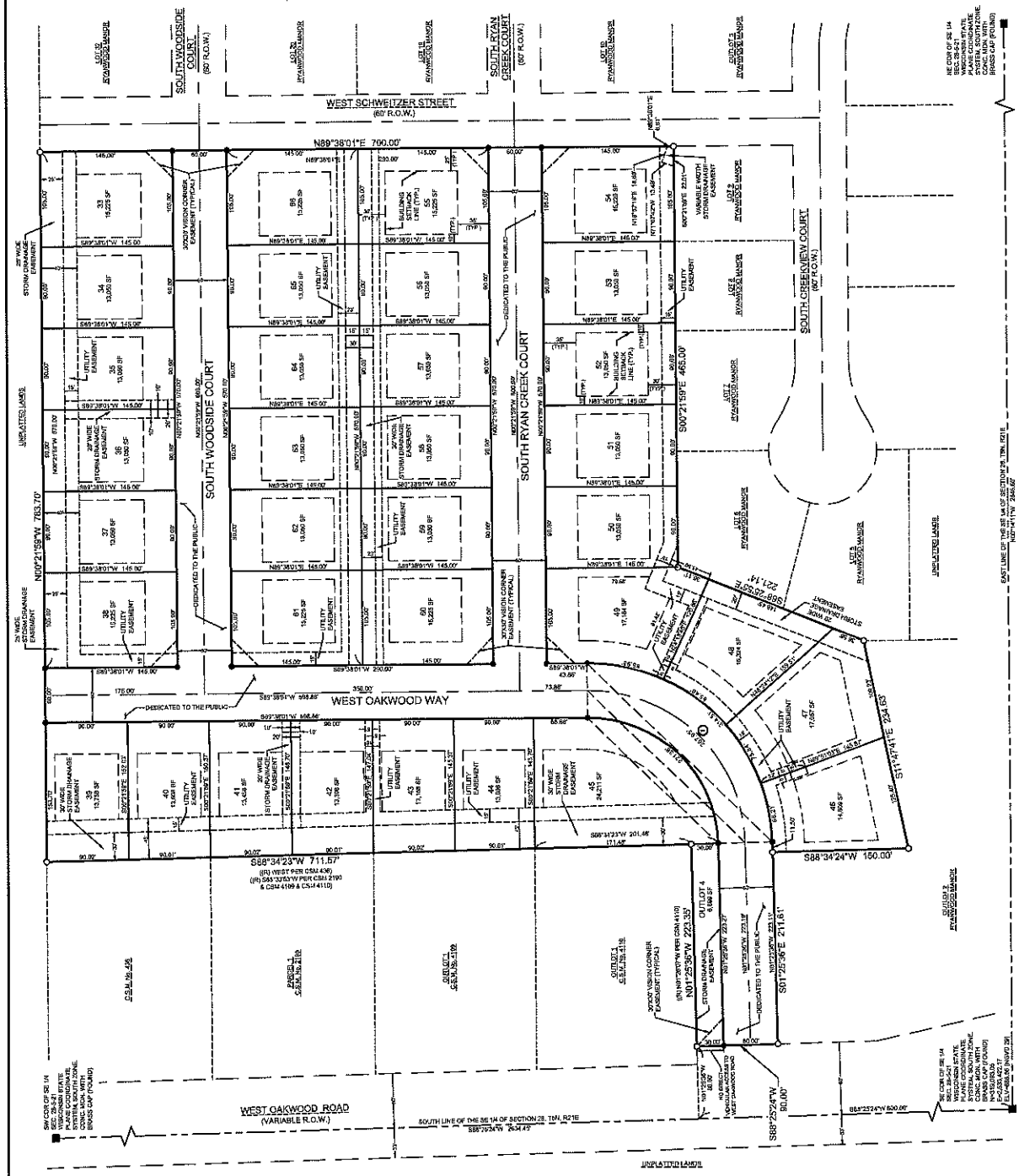
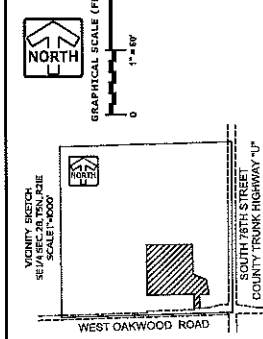
Milwaukee County

6. Milwaukee County comments are forthcoming.
Understood.



EAST LINE OF THE SE 1/4 OF SECT

N00°14'11"W 264.60'



DATE: MARCH 20, 2019
REVISED: APRIL 10, 2019

Department of Administration
SHEET 1 OF 2

RYANWOOD MANOR ADDITION No. 1
Being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North,
Range 2 East, in the City of Franklin, Milwaukee County, Wisconsin.

This instrument drafted by John P. Komopatidis, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

Owner/Client:
Oswald at Ryan Creek LLC
1427 N. 16th Street, Suite 100
Pewaukee, WI 53072
263-543-3000

Prepared by:
PINNACLE ENGINEERING GROUP
1880 BLUEMOUND ROAD | SUITE 200
BROOKFIELD, WI 53005
WWW.PINNACLE-ENG.COM

There are no objections to this plan with respect to
the proposed subdivision of the land shown on this plan
into lots, as provided by s. 236.12, Wis. Stats.

Notes:
1. Dimensions shown are based on the original survey of the land shown on this plan.
2. The area of the lots shown on this plan is based on the original survey of the land shown on this plan.
3. The area of the lots shown on this plan is based on the original survey of the land shown on this plan.
4. The area of the lots shown on this plan is based on the original survey of the land shown on this plan.
5. The area of the lots shown on this plan is based on the original survey of the land shown on this plan.
6. The area of the lots shown on this plan is based on the original survey of the land shown on this plan.
7. The area of the lots shown on this plan is based on the original survey of the land shown on this plan.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CURVE TABLE						
CURVE NO.	LOT NO.	RADIUS	DETAILED ELEVATION	CHORD BEARS	TANGENT IN FEET	TANGENT OUT FEET
1 WEST	22	22.318	142.81	10.574	11.881	10.574
1	101	17.818	142.81	10.574	11.881	10.574
1 EAST	10	16.953	139.87	10.572	12.017	10.572
2	101	20.81	139.87	10.572	12.017	10.572
3	101	20.81	142.81	10.571	12.021	10.571
4	101	21.788	142.81	10.572	12.017	10.572
5	101	21.788	142.81	10.572	12.017	10.572
6	101	21.788	142.81	10.572	12.017	10.572
7	101	21.788	142.81	10.572	12.017	10.572
8	101	21.788	142.81	10.572	12.017	10.572
9	101	21.788	142.81	10.572	12.017	10.572
10	101	21.788	142.81	10.572	12.017	10.572
11	101	21.788	142.81	10.572	12.017	10.572
12	101	21.788	142.81	10.572	12.017	10.572
13	101	21.788	142.81	10.572	12.017	10.572
14	101	21.788	142.81	10.572	12.017	10.572
15	101	21.788	142.81	10.572	12.017	10.572
16	101	21.788	142.81	10.572	12.017	10.572
17	101	21.788	142.81	10.572	12.017	10.572
18	101	21.788	142.81	10.572	12.017	10.572
19	101	21.788	142.81	10.572	12.017	10.572
20	101	21.788	142.81	10.572	12.017	10.572
21	101	21.788	142.81	10.572	12.017	10.572
22	101	21.788	142.81	10.572	12.017	10.572
23	101	21.788	142.81	10.572	12.017	10.572
24	101	21.788	142.81	10.572	12.017	10.572
25	101	21.788	142.81	10.572	12.017	10.572
26	101	21.788	142.81	10.572	12.017	10.572
27	101	21.788	142.81	10.572	12.017	10.572
28	101	21.788	142.81	10.572	12.017	10.572
29	101	21.788	142.81	10.572	12.017	10.572
30	101	21.788	142.81	10.572	12.017	10.572
31	101	21.788	142.81	10.572	12.017	10.572
32	101	21.788	142.81	10.572	12.017	10.572
33	101	21.788	142.81	10.572	12.017	10.572
34	101	21.788	142.81	10.572	12.017	10.572
35	101	21.788	142.81	10.572	12.017	10.572
36	101	21.788	142.81	10.572	12.017	10.572
37	101	21.788	142.81	10.572	12.017	10.572
38	101	21.788	142.81	10.572	12.017	10.572
39	101	21.788	142.81	10.572	12.017	10.572
40	101	21.788	142.81	10.572	12.017	10.572
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42	101	21.788	142.81	10.572	12.017	10.572
43	101	21.788	142.81	10.572	12.017	10.572
44	101	21.788	142.81	10.572	12.017	10.572
45	101	21.788	142.81	10.572	12.017	10.572
46	101	21.788	142.81	10.572	12.017	10.572
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58	101	21.788	142.81	10.572	12.017	10.572
59	101	21.788	142.81	10.572	12.017	10.572
60	101	21.788	142.81	10.572	12.017	10.572
61	101	21.788	142.81	10.572	12.017	10.572
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63	101	21.788	142.81	10.572	12.017	10.572
64	101	21.788	142.81	10.572	12.017	10.572
65	101	21.788	142.81	10.572	12.017	10.572
66	101	21.788	142.81	10.572	12.017	10.572
67	101	21.788	142.81	10.572	12.017	10.572
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69	101	21.788	142.81	10.572	12.017	10.572
70	101	21.788	142.81	10.572	12.017	10.572
71	101	21.788	142.81	10.572	12.017	10.572
72	101	21.788	142.81	10.572	12.017	10.572
73	101	21.788	142.81	10.572	12.017	10.572
74	101	21.788	142.81	10.572	12.017	10.572
75	101	21.788	142.81	10.572	12.017	10.572
76	101	21.788	142.81	10.572	12.017	10.572
77	101	21.788	142.81	10.572	12.017	10.572
78	101	21.788	142.81	10.572	12.017	10.572
79	101	21.788	142.81	10.572	12.017	10.572
80	101	21.788	142.81	10.572	12.017	10.572
81	101	21.788	142.81	10.572	12.017	10.572
82	101	21.788	142.81	10.572	12.017	10.572
83	101	21.788	142.81	10.572	12.017	10.572
84	101	21.788	142.81	10.572	12.017	10.572
85	101	21.788	142.81	10.572	12.017	10.572
86	101	21.788	142.81	10.572	12.017	10.572
87	101	21.788	142.81	10.572	12.017	10.572
88	101	21.788	142.81	10.572	12.017	10.572
89	101	21.788	142.81	10.572	12.017	10.572
90	101	21.788	142.81	10.572	12.017	10.572
91	101	21.788	142.81	10.572	12.017	10.572
92	101	21.788	142.81	10.572	12.017	10.572
93	101	21.788	142.81	10.572	12.017	10.572
94	101	21.788	142.81	10.572	12.017	10.572
95	101	21.788	142.81	10.572	12.017	10.572
96	101	21.788	142.81	10.572	12.017	10.572
97	101	21.788	142.81	10.572	12.017	10.572
98	101	21.788	142.81	10.572	12.017	10.572
99	101	21.788	142.81	10.572	12.017	10.572
100	101	21.788	142.81	10.572	12.017	10.572

PINNACLE ENGINEERING GROUP

RYANWOOD MANOR ADDITION No.1
Being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North,
Range 21 East in the City of Franklin, Milwaukee County, Wisconsin.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE May 7, 2019
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF RYANWOOD MANOR SUBDIVISION ADDITION #1	ITEM NO. <i>6.10.</i>

BACKGROUND

Pursuant to the approval of the final plat for Oakwood at Ryan Creek, the developer, Oakwood at Ryan Creek, LLC is ready to proceed with the development. The development is called Ryanwood Manor Subdivision Addition #1 and it is necessary to enter into a subdivision development agreement for Addition #1 at an estimated cost of \$1,467,163.00.

ANALYSIS

The final plat for Ryanwood Manor Subdivision Addition #1 is anticipated to come before Common Council on May 7, 2019. Approval of this subdivision development agreement is required.

Note that this agreement includes oversizing costs of \$90,540 for a water main to be paid from water impact fees.

OPTIONS

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

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2019-_____ authorizing certain officials to execute a subdivision development agreement with the developer of Ryanwood Manor Subdivision Addition #1 upon review and acceptance by City Attorney.

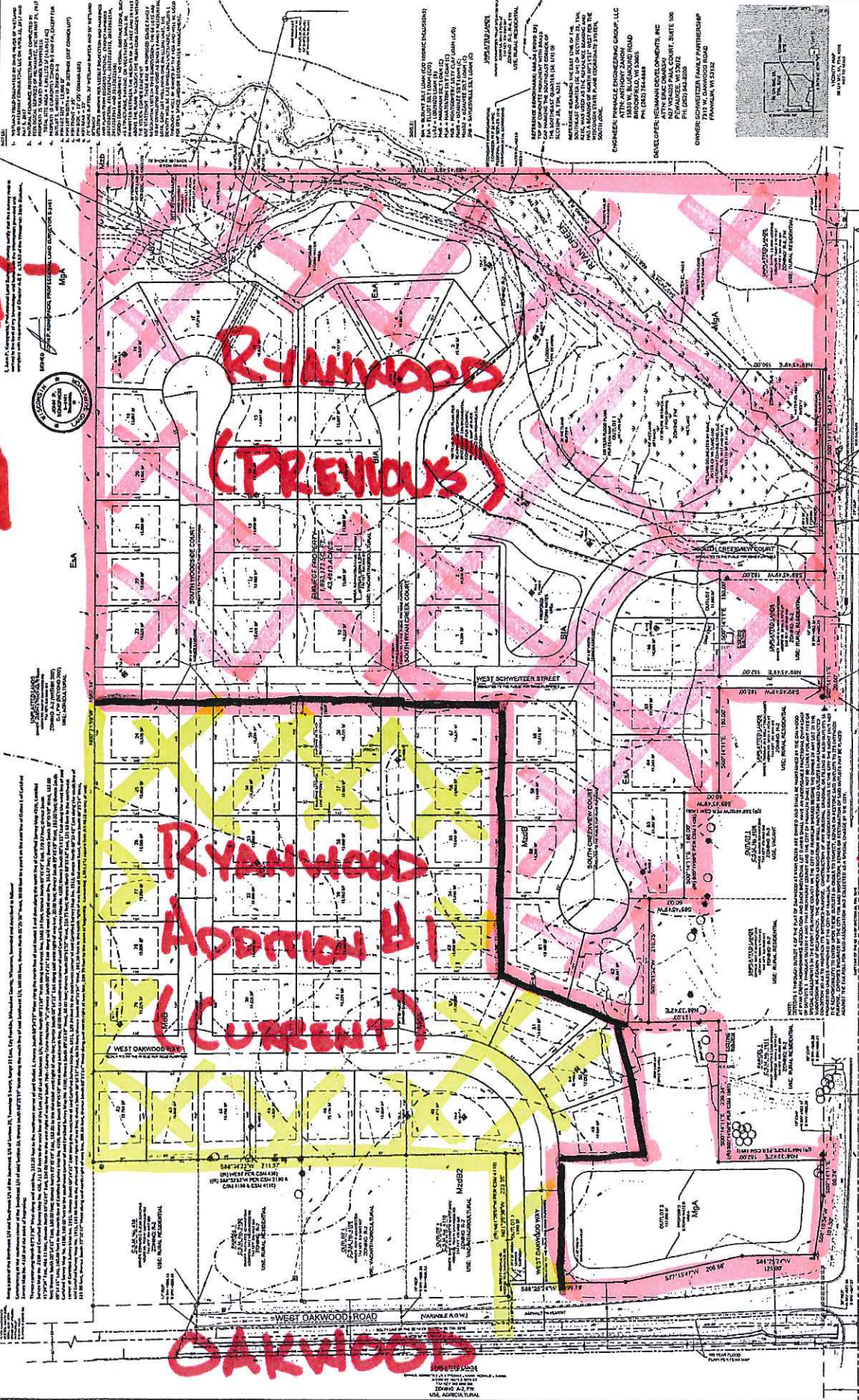
Department of Engineering GEM

SHEET
1-3
1-1
1-2
1-3

REVISIONS

NO.	DATE	DESCRIPTION

GRAPHICAL SCALE (FEET)
0 20 40 60 80 100
1" = 40'



PLAN / DESIGN / DELIVER

OAKWOOD AT RYAN CREEK
CITY OF FRANKLIN, MILWAUKEE CO.

PINNACLE ENGINEERING GROUP
1000 W. WISCONSIN AVENUE, SUITE 200
FRANKLIN, WI 53122
TEL: (262) 584-8800
FAX: (262) 584-8801
WWW.PINNACLE-ENGR.COM

PRELIMINARY PLAT

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION
DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF
RYANWOOD MANOR SUBDIVISION ADDITION #1

WHEREAS, the Common Council at its regular meeting on May 7, 2019 recommended approval of the subdivision final plat subject to the execution of a Subdivision Development Agreement for Oakwood at Ryan Creek; and

WHEREAS, the development known as Oakwood at Ryan Creek is now known and marketed as Ryanwood Manor Subdivision; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of Addition #1 of the subdivision known as Ryanwood Manor Subdivision; and

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

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

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

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2019 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM

[April 2019 updated version]

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

RYANWOOD MANOR SUBDIVISION ADDITION #1

May 2019

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION ADDITION #1**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2019, by and between Oakwood at Ryan Creek LLC, a Wisconsin Corporation, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

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

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.033 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

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

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

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

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

State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) One Million, Four Hundred Seventy Six Thousand, One Hundred Sixty Three and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$ 1,476,163, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that

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

7. The following special provisions shall apply:

- (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
- (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
- (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
- (d) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
- (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.
- (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's

obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the

Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.

14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

- (1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person
	\$1,000,000 Per Occurrence
	\$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence
	\$500,000 Aggregate

- (2) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person
	\$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

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

15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot

assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.055, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

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

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

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: Oakwood at Ryan Creek, LLC
[Subdivider/Entity]

By: _____
Name: Steve DeCleene
Title: Managing Member

Party of the First Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this ____ (day) of _____, 2019, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

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

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

CITY OF FRANKLIN

By: _____
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this _ day of _____, 2019, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2019.

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

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

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION ADDITION #1**

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

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION ADDITION #1

LEGAL DESCRIPTION OF SUBDIVISION

LEGAL DESCRIPTION: RYANWOOD MANOR ADDITION NO. 1

That part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 28; thence South 88°25'24" West along the south line of said Southeast 1/4, 600.00 feet; thence North 01°25'36" West and then along the east line of Outlot 1 of Certified Survey Map No. 4110, 80.00 feet to a point on the north right of way line West Oakwood Road and the point of beginning;

Thence continuing North 01°25'36" West along said east line, 223.35 feet to the northeast corner of said Certified Survey Map No. 4110; thence South 88°34'23" West along the north line of said Certified Survey Map, the north line of Outlot 1 of Certified Survey Map No. 4109, the north line of Parcel 1 of Certified Survey Map No. 2190 and the north line of Certified Survey Map No. 436, 711.57 feet to the northwest corner of said Certified Survey Map No. 436; thence North 00°21'59" West, 783.70 feet to the south right of way line of West Schweitzer Street; thence North 89°38'01" East along said south right of way line, 700.00 feet to the west line of Ryanwood Manor, a recorded subdivision; thence South 00°21'59" East along said west line, 465.00 feet; thence South 68°25'55" East along said west line, 221.14 feet; thence South 11°47'41" East along said west line, 234.63 feet; thence South 88°34'24" West along said west line, 150.00 feet; thence South 01°25'36" East along said west line, 211.61 feet to the north right of way line of West Oakwood Road; thence South 88°25'24" West along said north right of way line, 90.00 feet to the point of beginning.

Containing 624,557 square feet (14.3379 acres) of land.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION ADDITION #1

GENERAL DESCRIPTION
OF
REQUIRED SUBDIVISION
IMPROVEMENTS

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

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

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

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

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

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION ADDITION #1

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

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

III. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main.
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B. Construction

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

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

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

V. STORM DRAINAGE

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

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

D. Responsibility of Discharged Water

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

VI. STREETS

A. Location

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

B. Names

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

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.

2. All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

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

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

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

D. Snow Removal and Ice Control

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

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

VII. EASEMENTS

A. Drainage

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

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Subdivision monuments have been set.
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

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

IX. DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

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

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

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR RYANWOOD MANOR SUBDIVISION ADDITION #1

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	N/A
Sanitary System	\$ 223,204.00
Water System	384,949.00
Storm Sewer System	280,435.00
Paving (including sidewalk)	385,988.00
Street Trees (54 x \$400/lot)	21,600.00
Street Lights (3) @ approximately \$5,000/ea.	15,000.00
Street Signs	2,000.00
Underground Electric, Gas and Telephone	N/A
Storm Water Management	N/A
H2O recapture for 16" H2O	<-90,540>
SUBTOTAL	\$1,222,636.00
Engineering/Consulting Services	N/A
Municipal Services (7% of Subtotal)	N/A
Contingency Fund (20% of Subtotal)	244,527.00
TOTAL:	\$1,467,163.00

Total: One Million, Four Hundred Sixty Seven Thousand, One Hundred Sixty Three and 00/100
Dollars.

APPROVED BY: _____ Date: _____
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION ADDITION #1

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin for three (3) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Subdivider agrees to pay the City for street trees planted by the City on South Woodside Ct., South Ryan Creek Ct. and West Oakwood Way at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation

control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. The Subdivider shall install a 16-inch diameter water main on South Woodside Ct., and West Oakwood Way from the existing water main located at South Woodside Ct. of the Subdivision. The City shall reimburse to the Subdivider in the amount of \$90,540 for the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Subdivider which may reimburse to the Subdivider the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on the private lands aforesaid installed by the Subdivider. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the Subdivider upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid ten years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Subdivider such pro-rated costs if received as aforesaid.
11. Prior to commencing any land disturbance, the Subdivider shall employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
12. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
13. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
14. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
15. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.

16. Construction Requirements:

- a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
- b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
- c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
- d) Access to Ryanwood Manor Addition #1 (Phase 2) shall be permitted through Ryanwood Manor until the binder course of asphalt has been installed. At that time all construction traffic will enter the site off of Oakwood Road.

17. The Subdivider shall provide for the connection to the existing W. Oakwood Road and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION ADDITION #1

CONSTRUCTION SPECIFICATIONS

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

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

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>05/07/19</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION APPROVING A PARTIAL RELEASE AND PARTIAL RESTRICTION WAIVER OF A CITY STORM SEWER EASEMENT UPON LOT 24, IN WHISPERING WOODS SUBDIVISION, TO ALLOW FOR THE LOCATION OF A DECK WITHIN THE EASEMENT AREA RELEASED AND WAIVED (6828 WEST FOX HAVEN COURT) (BRION THOMAS WINTERS, APPLICANT)</p>	<p>ITEM NUMBER</p> <p><i>G.11.</i></p>
<p>City Development staff recommends approval of a resolution to allow the installation of a deck within the 20 foot storm sewer easement noted in the Final Plat for Whispering Woods for Lot 24 located at 6828 West Fox Haven Court bearing Tax Key Number: 837-0235-000 (Brion Thomas Winters, Applicant).</p> <p>COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2019-_____, a resolution to allow the installation of a deck within the 20 foot storm sewer easement noted in the Final Plat for Whispering Woods Lot 24 located at 6828 West Fox Haven Court bearing Tax Key Number: 837-0235-000 (Brion Thomas Winters, Applicant).</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2019-_____

A RESOLUTION APPROVING A PARTIAL RELEASE AND PARTIAL
RESTRICTION WAIVER OF A CITY STORM SEWER EASEMENT UPON LOT 24,
IN WHISPERING WOODS SUBDIVISION, TO ALLOW FOR THE LOCATION OF A
DECK WITHIN THE EASEMENT AREA RELEASED AND WAIVED
(6828 WEST FOX HAVEN COURT)
(BRION THOMAS WINTERS, APPLICANT)

WHEREAS, Brion Thomas Winters having applied for a partial release of the 20 foot Storm Sewer Easement upon his property to the extent necessary to construct a 385 square foot deck addition on the first floor of the back of the residential home, property located at 6828 West Fox Haven Court, which would result in an approximate 3 foot 8 inch encroachment into the Easement area; such property being zoned R-3 Suburban/Estate Single-Family Residence District; and

WHEREAS, the subject Storm Sewer Easement is denoted upon the Final Plat for Whispering Woods Subdivision as a "20 foot Storm Sewer Easement" and the property located at 6828 West Fox Haven Court, bearing Tax Key No. 837-0235-000 is more particularly described as follows:

Lot 24, together with an undividable fractional interest in Outlots 1 through 5, Whispering Woods, being a redivision of Lot 2 of Certified Survey Map No. 7961, being a part of the Southeast 1/4 of the Northwest 1/4 and part of the Northeast 1/4, Southeast 1/4 and the Southwest 1/4 of Section 15, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.

The storm sewer easement area is described as the easterly 20 feet of recorded Lot 24, Whispering Woods Subdivision, City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, the 20 foot Storm Sewer Easement denoted upon the Final Plat for Whispering Woods Subdivision and its accompanying restriction of the construction or placement of buildings is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the request for the release of the 20 foot Storm Sewer Easement only so as to allow for the subject deck construction, and having considered the proposed location of and type of deck to be installed upon the subject property in conjunction with existing and required landscaping on the property, and that the proposed release is only to the extent of 3 feet and 8 inches.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the deck construction of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Brion Thomas Winters filed on March 1, 2019, be and the same is hereby authorized and approved and that the Storm Sewer Easement restriction as it would otherwise apply to such installation upon the subject property only, is hereby waived and released.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject deck and that the subject deck shall be constructed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same are hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**REPORT TO THE PLAN COMMISSION****Meeting of April 18, 2019****Storm Sewer Easement Encroachment for Proposed Deck**

RECOMMENDATION: City Development Staff recommends approval of the proposed deck encroachment within the 20-foot wide storm sewer easement upon Lot 24 Whispering Woods Subdivision.

Project Name:	Deck Installation within 20 foot Storm Sewer Easement
Project Address:	6828 W. Fox Haven Court
Applicants:	Brion Thomas Winters
Owners (property):	Brion Thomas Winters
Current Zoning:	R-3 Suburban/Estate Single-Family Residence District
Use of Surrounding Properties:	Single-family residential to the north, south, east and west
Applicant Action Requested:	Recommendation of approval to allow construction of a deck within the 20-foot storm sewer along the east side of lot 24 of Whispering Woods subdivision

Introduction/Project Description:

On March 1, 2019, the applicant submitted a Miscellaneous Application, requesting to install a deck within the 20-foot storm sewer easement denoted on the Final Plat for Whispering Woods Subdivision for Lot 24, located at 6828 West Fox Haven Court.

The applicant is proposing to construct a 15 feet deep deck off of the east side of the existing residence within the 20-foot storm sewer easement on the rear of their property. The deck would extend approximately 3 feet 8 inches into the 20 foot recorded storm sewer easement.

The proposed deck and existing home are in conformance with all of the R-3 District development standards. Please note decks may be setback 10 feet from side and rear lot lines pursuant to Section 15-3.0802D of the City of Franklin Unified Development Ordinance.

During the December 6, 2018 Plan Commission meeting, the proposed deck addition under review with this application was presented as an area exception request to the Plan Commission. The Plan Commission recommended approval and the applicant was granted the size variance requested. This application is now addressing the subsequent encroachment into the 20 foot wide recorded storm sewer easement.

On October 13, 2017, the City Engineer approved the applicant to extend into the 20 foot wide storm sewer easement, not to exceed 4.5 feet. At that time, there were concerns noted by staff regarding the need to maintain an existing swale within the easement and also noted the property owner would be liable for any damage caused while working within the easement to City

infrastructure and the City not be held responsible for damage caused to the deck when working within the easement.

According to Section 15-3.0801D of the City of Franklin Unified Development Ordinance, "No accessory structure shall be constructed within or ever on an easement". The Common Council would have to approve a release of the 20' Storm Sewer Easement restriction in order for Mr. Winters to install any portion of the proposed deck within the easement.

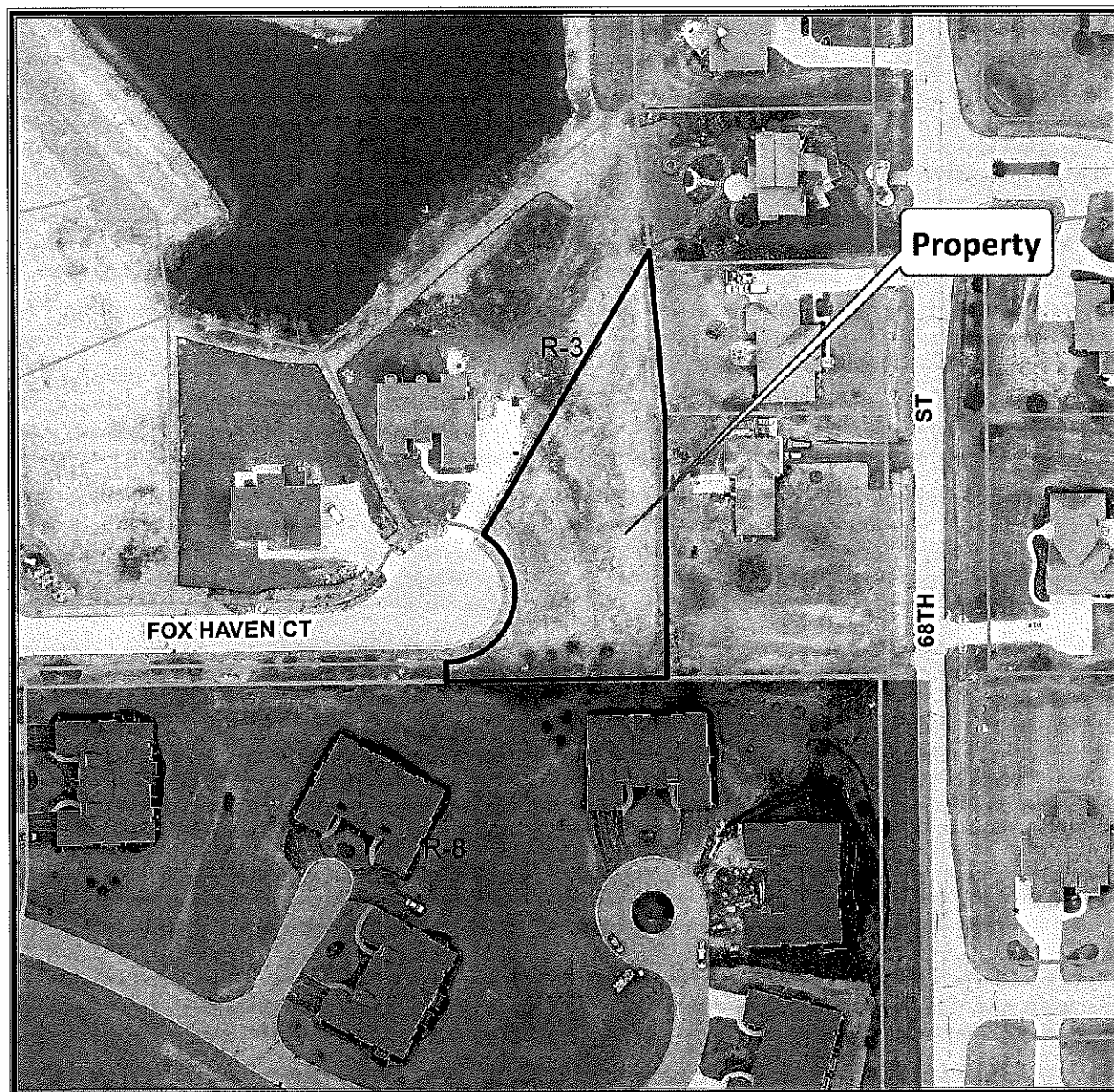
After review, staff has noted the existence of an above ground swale over the storm sewer. *Therefore, staff will require that the existing swale over the existing storm sewer be maintained and functioning and that the City will not be liable for any damage caused to the deck for maintainance conducted by the City within the recorded easement.*

Staff Recommendation:

City Development Staff recommends approval of the deck to encroach no more than 3 feet 8 inches within the 20 foot storm sewer easment upon Lot 24 in the Whispering Woods Subdivision with the conditions proposed in the attached resolution.



6828 W. Fox Haven Court
TKN: 837 0235 000



Planning Department
(414) 425-4024

0 75 150 300 Feet

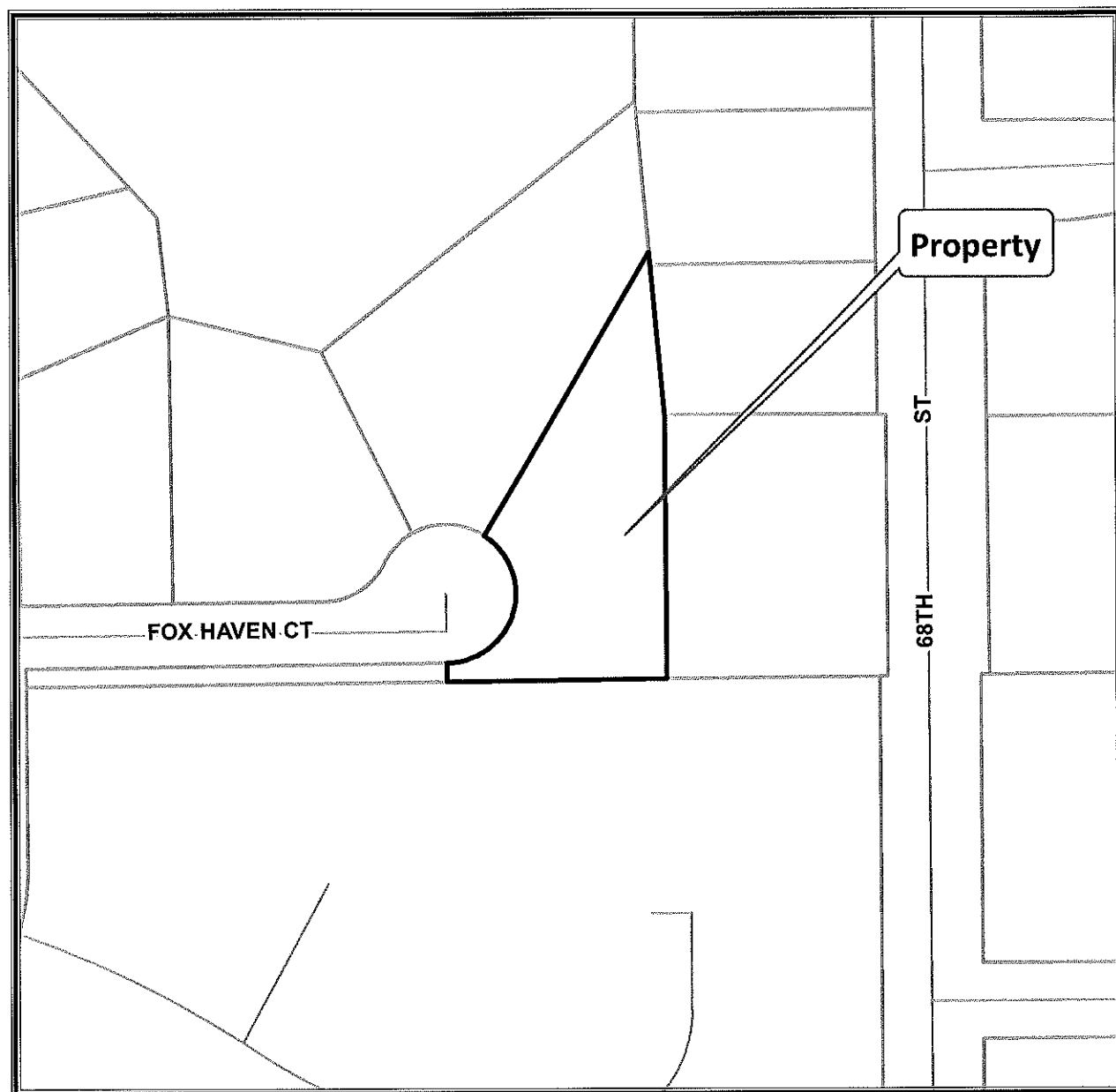
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



2017 Aerial Photo



6828 W. Fox Haven Court
TKN: 837 0235 000



Planning Department
(414) 425-4024

0 75 150 300 Feet

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.



2017 Aerial Photo

Franklin

Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132
Email: generalplanning@franklinwi.gov

MAR 01 2019

City Development

City of Franklin

Phone: (414) 425-4024
Fax: (414) 427-7691
Web Site: www.franklinwi.gov

Date of Application: 3/1/19

MISCELLANEOUS APPLICATION

Complete, accurate and specific information must be entered. Please Print.

Applicant (Full Legal Name[s]): Name: <u>Brion Thomas Winters</u> Company: _____ Mailing Address: <u>6828 W. Fox Haven Ct.</u> City / State: <u>Franklin, WI</u> Zip: <u>53132</u> Phone: <u>414-698-8848</u> Email Address: <u>bwinters@vonbriesen.com</u>		Applicant Is Represented by (contact person) (Full Legal Name[s]): Name: _____ Company: _____ Mailing Address: _____ City / State: _____ Zip: _____ Phone: _____ Email Address: _____	
Project Property Information: Property Address: <u>6828 W. Fox Haven Ct.</u> Property Owner(s): <u>Brion Thomas Winters</u> Mailing Address: <u>6828 W. Fox Haven Ct.</u> City / State: <u>Franklin, WI</u> Zip: <u>53132</u> Email Address: <u>bwinters@vonbriesen.com</u>		Tax Key Nos: <u>837-0235-000</u> Existing Zoning: <u>R-3</u> Existing Use: <u>Residential</u> Proposed Use: <u>Residential - Add a deck</u> Future Land Use Identification: _____	

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

Miscellaneous Application submittals for review must include and be accompanied by the following:

- ☒ This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- ☒ Application Filing Fee, payable to City of Franklin: ☒ \$125
- ☒ Legal Description for the subject property (WORD.doc or compatible format).
- ☒ (1) original and six (6) copies of a written Project Narrative, *including detailed description of the project.*
- ☒ Other information as may be deemed appropriate for the request.

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Submittal of Application for review is not a guarantee of approval.
- Plan Commission, Community Development Authority and/or Common Council review and approval may be required.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application).

Brion Thomas Winters
 Signature - Property Owner
 Name & Title (PRINT)
 Date: 11/30/18

 Signature - Property Owner
 Name & Title (PRINT)
 Date: _____

 Signature - Applicant
 Name & Title (PRINT)
 Date: _____

 Signature - Applicant's Representative
 Name & Title (PRINT)
 Date: _____

LEGAL DESCRIPTION

Lot 24, together with an undividable fractional interest in Outlots 1 through 5, Whispering Woods, being a redivision of Lot 2 of Certified Survey Map No. 7961, being a part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and part of the Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 15, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.

Franklin

MAR 01 2019

City Development

Project Narrative (Easement Amendment (Winters Deck) – 6828 W. Fox Haven Ct.)

(1) Current use and improvements on the property

The current use of the property is my primary (single-family) residence and the improvements on the property include my house (3,378 sq. ft.), garage (1,132 sq. ft.), existing deck #1 off the master bedroom (94 sq. ft.), existing deck #2 (to be expanded with deck plans: 30 sq. ft.) and existing deck stairs (24 sq. ft.).

(2) Ordinance standard from which exception/easement amendment is being sought

The ordinance standard from which the easement amendment is being sought is Section 15-3.0801D of the City of Franklin Unified Development Ordinance.

SECTION 15-3.0801D – LOCATION ON EASEMENTS

D. Location On Easements. No accessory structure shall be constructed within or over on an easement.

(3) Description of the Amendment to Easement

There is a 20-foot sanitary sewer easement on the easterly boarder of my property. My deck would encroach approximately 3 feet 8 inches into the 20-foot easement area (the "Encroachment Area"). Back in 2017, I had numerous discussions with the City to seek approval of my deck being constructed in the Encroachment Area based on the deck plans previously submitted. Ultimately, the City Engineer signed the plat of survey for the deck and, according to correspondence with the City at that time, approved the construction of the proposed deck into the Encroachment Area. Given the recommendation by City staff related to my area exception request, I am now seeking an amendment to the easement on my property to release the Encroachment Area from the easement so I can install my deck and not be in violation of 15-3.0801D.

(4) Statement of reasons for the request

The ultimate reason for the request is to build a deck off of the back of my house. We are not seeking a huge deck, but, rather, a functional deck that takes advantage of our backyard and enhances the value and elevation view of our home. For all intents and purposes, the main portion of the deck will come off the back of our house by approximately 15 feet. To reduce the deck size by 4 feet to 11 feet wide (in order to not build on the Encroachment Area) basically eliminates the functional value and use of the deck.

The proposed encroachment is quite small and should not impact any work that would need to be performed in the easement area. Based on prior discussions with the City, the reason the plat of survey for the deck was approved by the Engineering Department in the first place was because it did not materially encroach into the easement area and, if any work needed to be done on the sanitary sewer, the proposed location of my deck would not impact such work.

I ask that the Common Council take a practical view of the use and work typically required on a storm sewer pipe in an easement area and approve my application for an amendment to the

Franklin

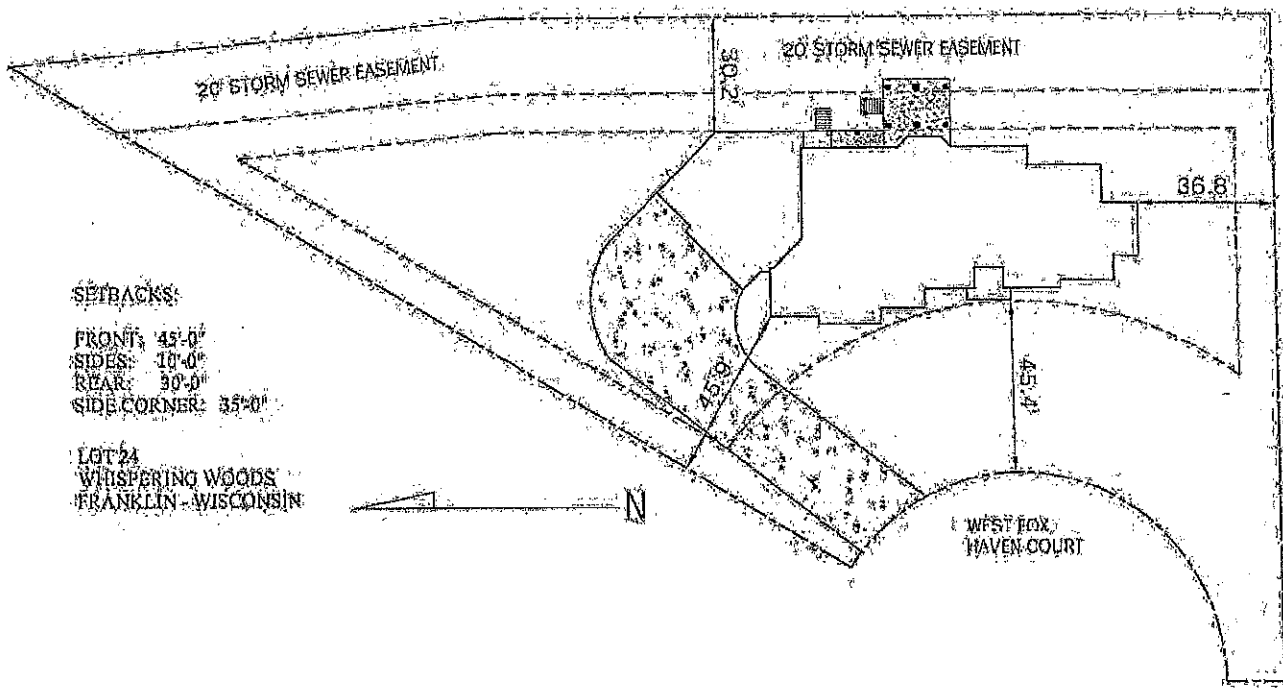
MAR 01 2019

City Development

sanitary sewer easement. Such an approval will satisfy the outstanding condition in my area exception application and, ultimately, allow me to build my deck as set forth in my deck plans.

(5) Description and date of any prior related petition

On October 31, 2018, I applied for an area exception related to maximum lot coverage (based on the calculations by the City, the deck would put me 190 square feet or 3.9% over the lot coverage ordinance). Attached please find the area exception application and related materials.



SETBACKS:

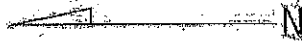
FRONT: 45'-0"

SIDES: 10'-0"

REAR: 30'-0"

SIDE CORNER: 35'-0"

LOT 24
WHISPERING WOODS
FRANKLIN - WISCONSIN

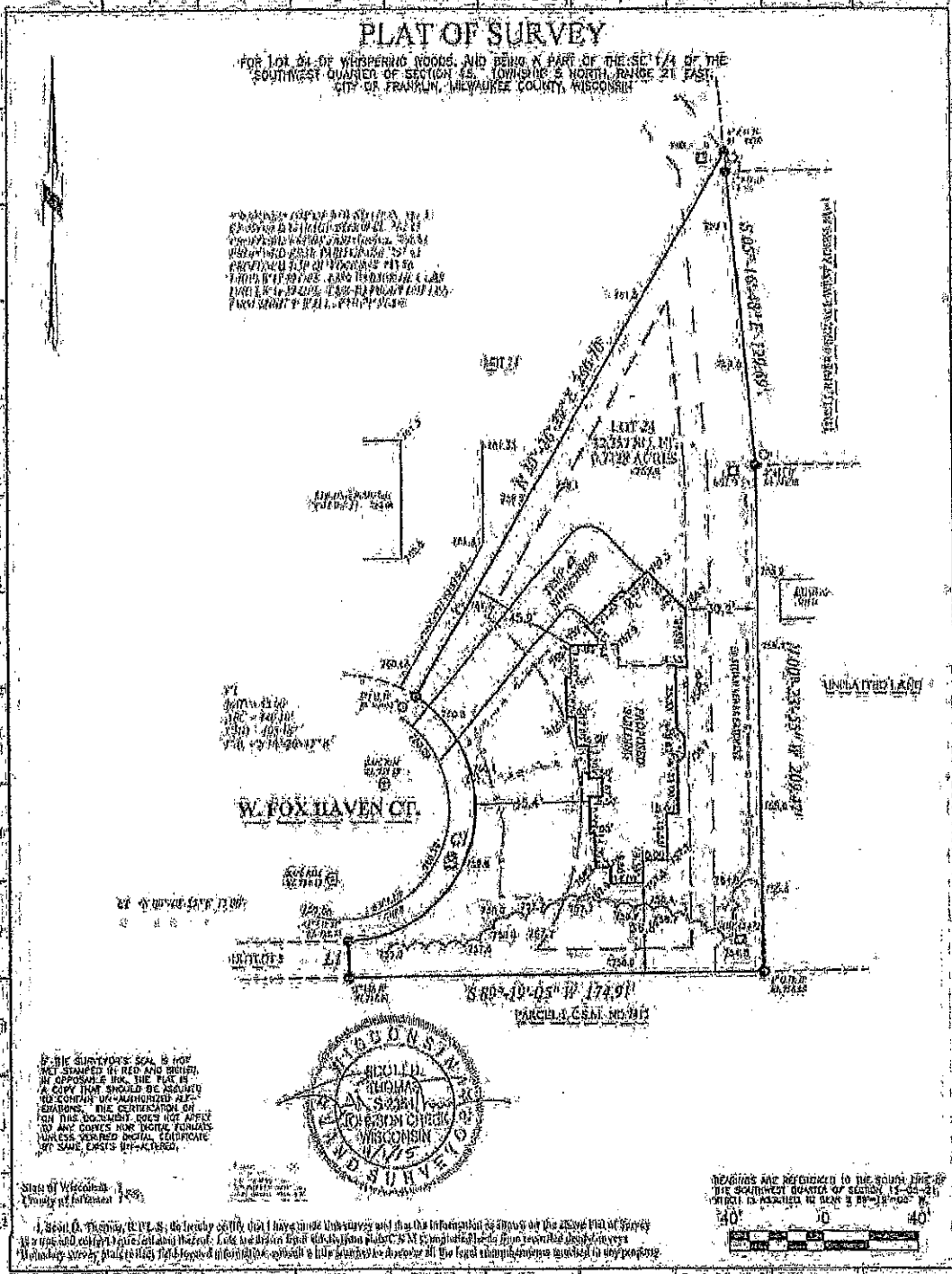


HOLLAND & THOMAS, L.L.C. - LAND SURVEYORS
202 West Street Johnson Creek, WI 53031 (262) 809-2303

PLAT OF SURVEY

FOR LOT 24 OF WHISPERING WOODS, AND BEING A PART OF THE SE 1/4 OF THE
SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 21 EAST,
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

Whispering Woods, LLC
is the owner of the above described land.
The above described land is being
surveyed for the purpose of
dividing the same into lots.
The survey was made by
Holland & Thomas, L.L.C.
on or about the 1st day of
February, 2015.



THE SURVEYOR'S SEAL IS NOT
STAMPED IN RED AND BEING
IN OPPOSITE SIDE, THE PLAT IS
A COPY THAT SHOULD BE ASSURED
TO BE AN UN-AUTHORIZED AT-
TEMPT. THE CERTIFICATION OF
THIS DOCUMENT DOES NOT APPLY
TO ANY COPIES NOT BEING FORWARDED
UNLESS SIGNED BEING. COPIES
OF SAME EXIST BY OTHERS.



MEASUREMENTS ARE REFERENCED TO THE SOUTH LINE OF
THE SOUTHWEST QUARTER OF SECTION 12-21-26
WHICH IS BEING PLATED IN BOOK 2 BY 12-26-26

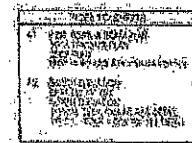
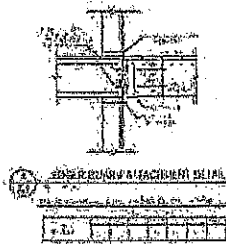
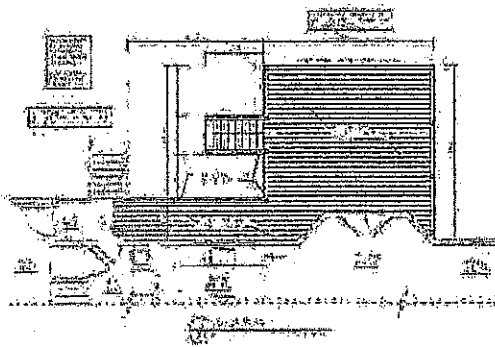
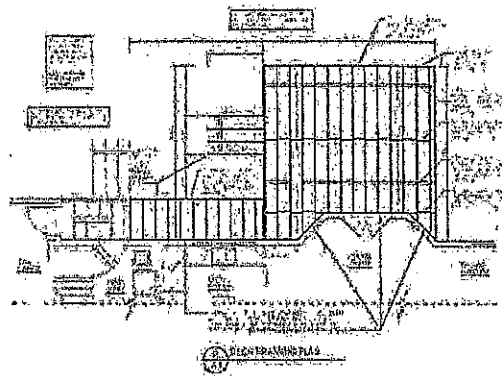
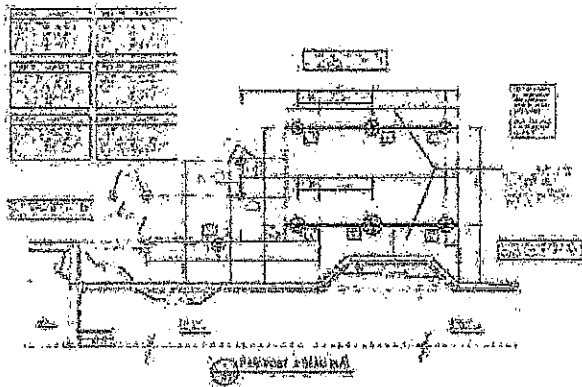
I, David A. Thomas, L.L.C., do hereby certify that I have made this survey and that the information is true and correct as shown on the above plat of survey.
As a true and correct plat of survey, I do hereby certify that I have made this survey and that the information is true and correct as shown on the above plat of survey.
I do hereby certify that I have made this survey and that the information is true and correct as shown on the above plat of survey.

NOTE: EXCAVATOR AND MASON MUST VERIFY AT LEAST TWO BENCHMARKS SHOWN ABOVE.

- LEGEND:**
- Lot 24, Whispering Woods, LLC
 - Proposed Excavator
 - Proposed Mason
 - Proposed Excavator
 - Proposed Mason
 - Proposed Excavator
 - Proposed Mason
 - Proposed Excavator
 - Proposed Mason
 - Proposed Excavator
 - Proposed Mason

PROJECT: Whispering Woods
BUILDER: St. Joseph's Health System, LLC
1000 N. 10th St., Suite 100
Milwaukee, WI 53233

This plat was prepared by David A. Thomas, L.L.C., on or about the 1st day of February, 2015.



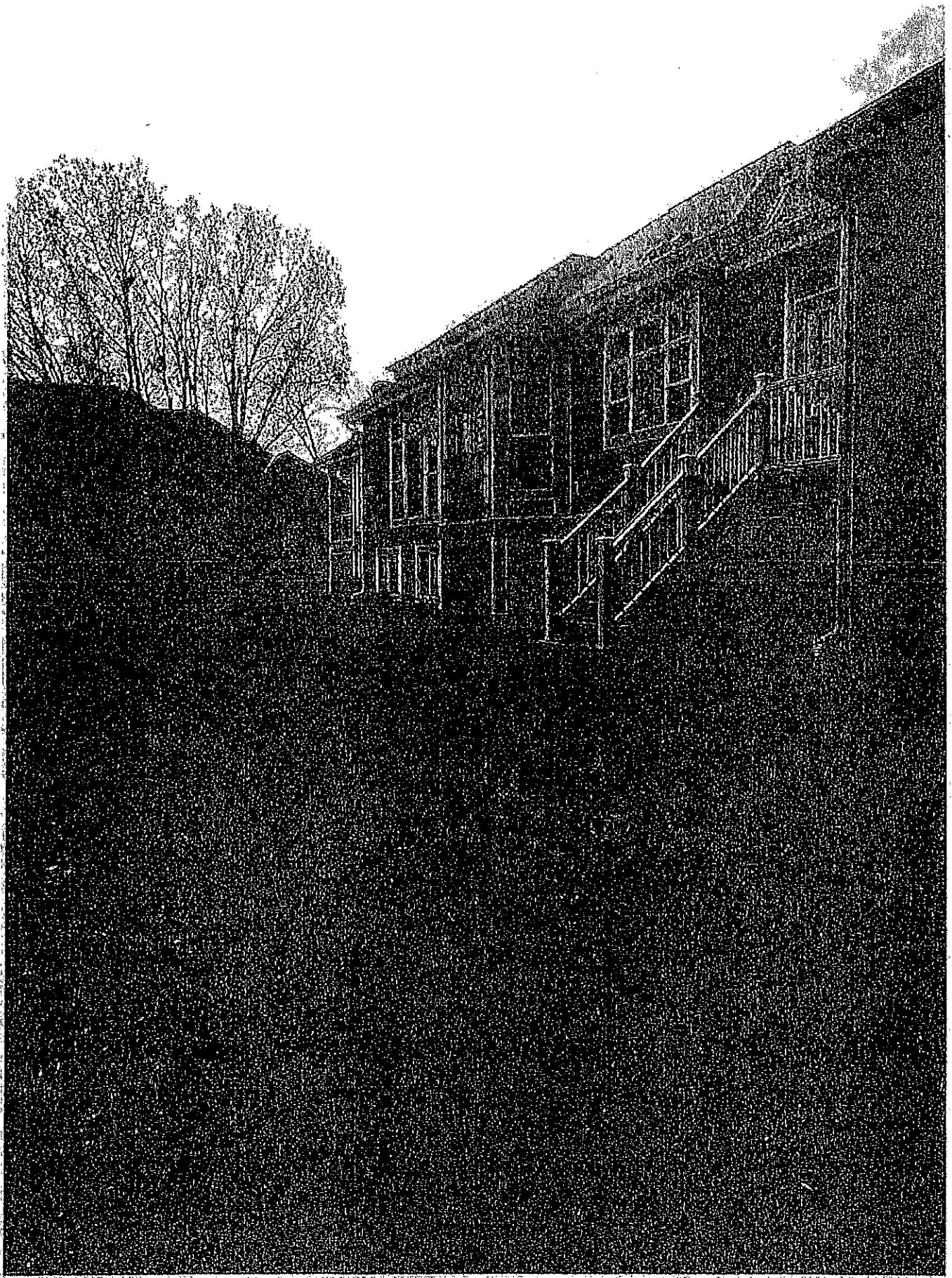
Optimum Design

FOR THE CHIEF ARCHITECT, UNITED STATES ARMY, WASHINGTON, D.C.

1917

AI







APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 7, 2019
Reports and Recommendations	Authorize the Director of Health and Human Services to sign a contract with Entercom to provide marketing services for two upcoming Health Department events in 2019 for \$2,698	ITEM NUMBER <i>G.12.</i>

Background: With limited budgets it is often difficult for local health departments to get messaging and health information out to the general public. In the past, the Health Department has utilized the City newsletter, City website, and informational flyers in City Hall, library, and through our community partner distribution lists. The Health Department was approached by a representative from Entercom in March 2019 with a proposal to help increase the reach of our messaging by utilizing targeted radio and social media advertising for specific health education events over a two-week timeline leading up to the event.

Analysis: While flyers, newsletters, and website information are good to initially inform a resident about a Health Department initiative they are one-time notifications that may be easily forgotten as the event draws near. The advantage to the targeted radio and social media marketing is the frequency of the ad over several days leading up to the event. This type of marketing also broadens our reach to multiple generations of resident who often rely on different forms of marketing to get their information. Both the Cudahy and Greendale/Hales Corners Health Departments have utilized Entercom over the last year to market health education campaigns and events with success. If successful in Franklin, utilizing Entercom may be a future partner in the event of public health emergencies to increase the reach and frequency of communication to Franklin residents.

Options: 1. Authorize the Director of Health and Human Services to sign the Entercom contract.
2. Decline the contract.
3. Table or postpone the contract.

Recommendation: The Director of Health and Human Services recommends approval for her to sign the contract with Entercom for \$2,698 for two marketing campaigns in 2019.

Fiscal Note: This contract will increase messaging of Health Department information on both radio and social media platforms. While promoting upcoming health education events we are also using it to test public awareness efforts and thus using already allocated Public Health Emergency Preparedness (PHEP) grant dollars to cover the costs of the marketing contract. There is no additional fiscal responsibility for the Health Department with this contract.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow her to sign a contract with Entercom to provide marketing services for two upcoming Health Department events in 2019 for \$2,698.



Tricia Landreman
Senior Account Executive
Tlandreman@Entercom.com
414-448-2106

Franklin Health Department

March 2019

REVISED

Entercom Milwaukee: Locally Brewed to Please

- We're live and local in every daypart
- On air personalities are personal friends who live and play local and invite listeners into every part of their life
- Unparalleled social engagement in the market activates and mobilizes large audiences
- Award winning, agency-quality creative services fully design and execute custom experiences, campaigns and promotions both on and off air
- The most invested in local research to tailor the listening experience to the region's personality



RANKER **MILWAUKEE (METRO SURVEY AREA)**

December 18/January 19/February 19
Stations Rankings Based on: Top 5 Home to Metro

WMBX and WSSS are #1 and #2 with Women 25-54, the Health CEO of the household!

Women 25-54		
M-Su 6a-12m		
Station	Weekly Cume Persons*	
1 WMBX-FM	108,200	
2 WSSS-FM	103,400	
3 WLDB-FM	88,800	
4 WRIT-FM	88,400	
5 WKKV-FM	80,200	

Target Profile

MILWAUKEE RACINE (METRO SURVEY AREA)

Stations Rankings Based on: Top 5 Home to Metro

WHAT I Want to Know About Them		WHO I am Looking At	
		Radio Stations: WMYX-FM	
		Target Persons*	Index
Household demographics			
Presence of children by age (HHLd)			
Age 12 - 17		69,247	122

WMYX listeners are 22% more likely than the market average to have children ages 12-17 years of age.

99.1 The Mix (WMMYX FM)



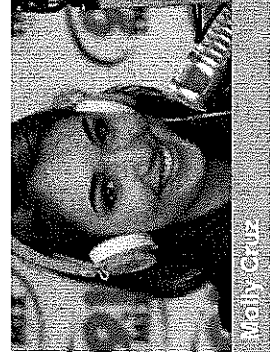
Milwaukee's ONLY Hot AC Station
and Direct Connection to Women

FORMAT: Hot AC
WEEKLY LISTENERS: 411,300¹
SOCIAL FOOTPRINT: 44,197 followers
OPT IN DATABASE: Over 9,500 Opt In Members

- Upbeat, energetic, family-friendly Hot AC station for 35+ years
- Popular, trusted and influential on-air personalities
- Hosts top-name talent in concert, such as Andy Grammar, Train, American Authors



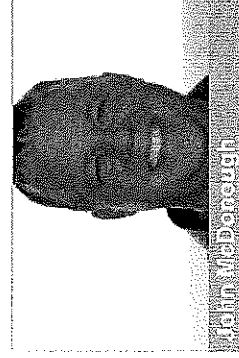
Elizabeth & Radar
Weekdays 5am-9am



Molly Cruz
Weekdays 9am-1pm



Aaron Calireno
Weekdays 1pm-7pm



Joan McDough
Weekdays 12am-5am

Total
Fans
411,300

Source: MILWAUKEE-RACINE; FEB19 / JAN19 / DEC18; Metro, M-Su 8a-5a; P 8+;

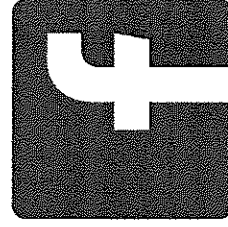
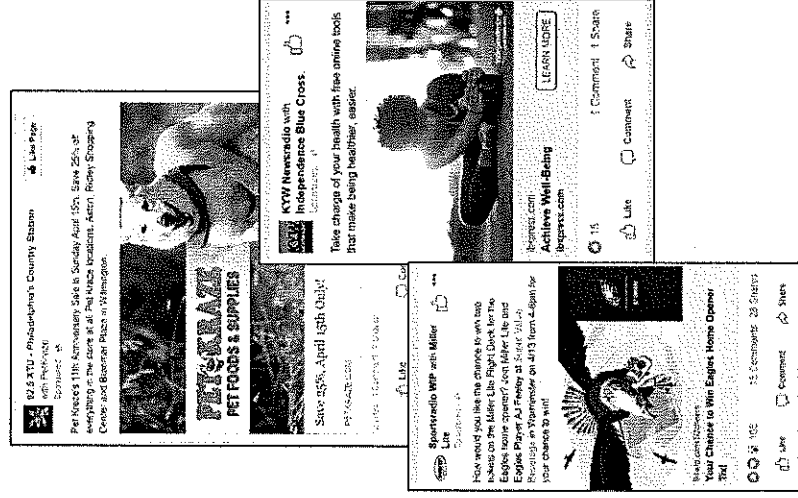
Targeted Facebook Ads

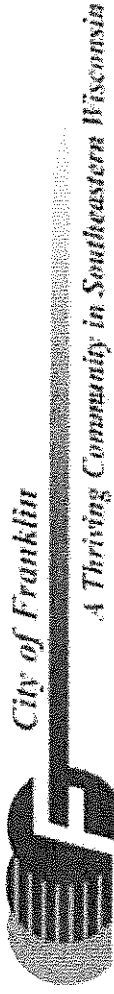
Use Facebook Targeted Ads, branded with the station's page of your choosing

- ✓ Reach more people
- ✓ Increase engagement
- ✓ Drive traffic to a specific landing page
- ✓ Growing brand recognition

Targeting can include (but not limited to):

- Zip codes/radius
- Age
- Education Level
- Gender
- Parents





Franklin Family Fun Flick Mary Poppins Returns

Schedule – June 8-14			
Daypart	Program	Commercials	Length
M-F 6A-10A	Morning Drive	5	30
M-F 7P-12M	Evening	5	30
Sa 6A-7P	Weekend	3	30
Su 6A-7P	Weekend	2	30
M-Su 5A-12M	Rotators	5	30
Total Commercials: 20			

About Your Commercial Schedule on
99.1 The Mix:

Reach – 92,600

Frequency – 1.3

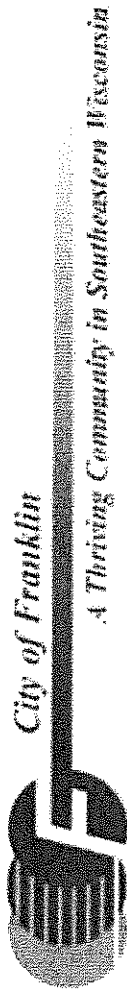
Added Value:

- 10% back of the paid campaign schedule to run M-Su 12a-12a (pre-emptible)

- Targeted Facebook ad
- 10,000 total Radio.com impressions

Total Investment: \$1,349 net





FALL CAMPAIGN

Schedule – Dates TBD			
Daypart	Program	Commercials	Length
M-F 6A-10A	Morning Drive	5	30
M-F 7P-12M	Evening	5	30
Sa 6A-7P	Weekend	3	30
Su 6A-7P	Weekend	2	30
M-Su 5A-12M	Rotators	5	30
Total Commercials: 20			

About Your Commercial Schedule on
99.1 The Mix:

Reach – 92,600

Frequency – 1.3

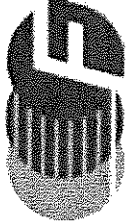
Added Value:

- 10% back of the paid campaign schedule to run M-Su 12a-12a (pre-emptible)

- Targeted Facebook ad
- 10,000 total Radio.com impressions

Total Investment: \$1,349 net





City of Franklin

A Thriving Community in Southeastern Wisconsin

Summary

Franklin Family Fun Flick

Schedule – June 8-14			
Daypart	Program	Commercials	Length
M-F 6A-10A	Morning Drive	5	30
M-F 7P-12M	Evening	5	30
Sa 6A-7P	Weekend	3	30
Su 6A-7P	Weekend	2	30
M-Su 5A-12M	Rotators	5	30
Total Commercials: 20			

- Targeted Facebook ad
- 10,000 total Radio.com impressions

Total Investment: \$2,698 net

Authorized Signature: _____

Date: _____

*Rates subject to change based on demand. Two week written cancellation policy.



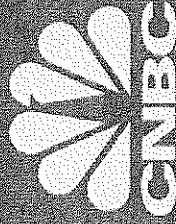
Fall Campaign

Schedule – TBD			
Daypart	Program	Commercials	Length
M-F 6A-10A	Morning Drive	5	30
M-F 7P-12M	Evening	5	30
Sa 6A-7P	Weekend	3	30
Su 6A-7P	Weekend	2	30
M-Su 5A-12M	Rotators	5	30
Total Commercials: 20			

- Targeted Facebook ad
- 10,000 total Radio.com impressions



**"Nothing has the
penetration of radio."**



Jim Cramer, Mad Money
CNBC—MadMoney, September 16, 2017

**"The power of radio being
local is something I can't
get with anything else."**



Larry Schweber, COMCAST
NAB Radio Show, September 7, 2017

**"There are still huge,
huge radio audiences and
frankly, it is a massively
underutilized medium."**



Andrew Robertson
Global CEO, BBDO, December 2014

**"AM/FM radio still has the
greatest reach of all
individual mediums."**



Media Village
June 6, 2017

**"With 93% of the
population listening,
that's the scale I need."**



John Fix, Procter & Gamble
NAB Radio Show, September 8, 2017

**"Radio's Revival is
Real if Not Huge."**



Jack Neff
Ad Age, October 2017

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