

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Apr 6, 2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Resolution Authorizing the Issuance of \$14,952,000 Taxable Tax increment Project Municipal Special, Limited Revenue Obligation Bond to Velo Village Apartments, LLC dated April 7, 2020</p>	<p>ITEM NUMBER <i>M.6.</i></p>

Background

A Developer's Agreement signed October 17, 2019 requires the City of Franklin to issue a \$14,952,000 Municipal Revenue Obligation (MRO) to Velo Village Apartments, LLC a Wisconsin limited liability company promptly after commencement of the construction of the 265-unit five building apartment complex located at 7125, 7165, 7195, 7235 and 7250 Ballpark Dr.

Payments on the MRO to the Developer to come solely from Tax Increment in Tax Increment District No 7. Only if available increment is generated during the life of the District are payments required.

The MRO is non-interest bearing.

A building permit was issued on October 18, 2019, and construct began shortly thereafter

COUNCIL ACTION REQUESTED

Motion approving Resolution 2020-xxxx, a Resolution authorizing the issuance of \$14,952,000 Taxable Tax Increment Project Municipal Special, Limited Revenue Obligation Bond to Velo Village Apartments, LLC dated April 7, 2020.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2018-_____

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$14,952,000
TAXABLE TAX INCREMENT PROJECT MUNICIPAL SPECIAL,
LIMITED REVENUE OBLIGATION BOND TO TO VELO VILLAGE APARTMENTS, LLC
DATED APRIL 7, 2020

WHEREAS the City of Franklin, Wisconsin (the "City") has created its Tax Incremental District No. 7 (the "TID") for the purpose of promoting mixed-use development in the City; and

WHEREAS in order to further its mixed-use development efforts in the TID, the City has entered into a Development Agreement with Velo Village Apartments, LLC. (the "Developer") dated October 17, 2019 (the "Development Agreement"); and

WHEREAS pursuant to Section 66.0621 of the Wisconsin Statutes and the terms of the Development Agreement, the City is to issue to the Developer a taxable tax increment municipal special revenue obligation bond payable solely from certain tax increment revenues generated from the Developer's property identified in the Development Agreement within the TID which are appropriated by the Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Franklin, Wisconsin, as follows:

Section 1. Authorization of Revenue Bond. For the purpose of financing mixed-use development projects in the TID by reimbursing the Developer for certain costs as provided in the Development Agreement, the City shall issue its "Taxable Tax Increment Project Municipal Special, Limited Revenue Obligation Bond" (the "Bond") to the Developer pursuant to Section 66.0621 of the Wisconsin Statutes in consideration for the obligations undertaken by the Developer under the Development Agreement.

The Bond shall be in the principal amount of \$14,952,000 as is provided in the Development Agreement, Article II L. The Bond shall be dated and bear no interest, being payable on the dates, set forth in the Development Agreement. The Bond shall mature in installments on the dates and in the amounts set forth in the Development Agreement and principal thereon shall be payable solely from the sources and only to the extent provided in the Development Agreement, all of the provisions of which are hereby incorporated by reference. The Bond shall be subject to prepayment as set forth in the Development Agreement.

The schedule of payments on the Bond is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent practices.

The Bond shall be signed by the manual or facsimile signatures of the Mayor and City Clerk of the City, and sealed with the corporate seal of the City, or a facsimile thereof.

The Bond shall be payable only out of the Special Redemption Fund hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and the revenues pledged to such Fund pursuant to this Resolution.

Section 2. Form of Bond. The Bond shall be in substantially the form set forth on Exhibit D to the Development Agreement.

Section 3. Payable Solely From Revenues. The Bond shall be payable only out of the Special Redemption Fund as hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and from the revenues pledged to such fund, and shall be payable solely from the Available Tax Increment (as defined in the Development Agreement) which has been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the Common Council to the payment of the Bond (hereinafter referred to as "Revenues").

As stated above, the application of the Available Tax Increment to payment of the Bond is subject to future annual appropriation by the Common Council, and is further subject to all the conditions set forth in the Development Agreement.

Section 4. Special Redemption Fund. For the purpose of the application and proper allocation of the Revenues, and to secure the payment of the principal of the Bond, the Special Redemption Fund is hereby created and shall be used solely for the purpose of paying principal on the Bond in accordance with the provisions of the Bond and this Resolution.

Uninvested money in the Special Redemption Fund shall be kept on demand deposit with such bank or banks as may be designated from time to time by the City as public depositories under the laws of Wisconsin. Such deposits of Special Redemption Fund money shall be secured to the fullest extent required by the laws of Wisconsin and the general investment policy of the City.

Money in the Special Redemption Fund, if invested, shall be invested in direct obligations of, or obligations guaranteed as to principal and interest by, the United States of America, or in certificates of deposit secured by such obligations and issued by a state or national bank which is a member of the Federal Deposit Insurance Corporation and is authorized to transact business in the State of Wisconsin, maturing not later than the date such money must be transferred to make payments on the Bond, or deposited in the local government pooled-investment fund. All income from such investments shall be deposited in the Special Redemption Fund. Such investments shall be liquidated at any time when it shall be necessary to do so to provide money for any of the purposes for the Special Redemption Fund.

All Revenues shall be deposited in the Special Redemption Fund, and no other fund is created by this Resolution.

Section 5. Application of Revenues to Payment of the Bond. Revenues shall be applied to payment of principal on the Bond in the order of priority and manner set forth in the Development Agreement, subject to the conditions set forth in the Development Agreement and only to the extent set forth in the Development Agreement, the provisions of which are hereby incorporated by reference.

Section 6. Persons Treated as Owners; Transfer of Bond. The City Treasurer shall keep books for the registration and for the transfer of the Bond. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of principal on the Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

To the extent permitted by the Development Agreement, the Bond may be transferred or assigned by the registered owner thereof, by surrender of the Bond at the office of the City Treasurer accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer or assignment, the City Treasurer shall record the name of the transferee or assignee in the registration book and note such transfer or assignment on the Bond and re-issue the Bond (or a new Bond or Bonds of like aggregate principal amount and maturity).

Section 7. General Authorizations. The Mayor and City Clerk and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under the Development Agreement and the Bond.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Bond), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the City.

Section 8. Severability of Invalid Provisions. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

Section 9. Effective Date. This Resolution shall be effective immediately upon its passage and approval.

Adopted and approved this _____ day of _____, 2020.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF MILWAUKEE
CITY OF FRANKLIN

TAXABLE TAX INCREMENT PROJECT MUNICIPAL SPECIAL, LIMITED REVENUE
OBLIGATION BOND ("**Bond**")

Number	Date of Original Issuance	Amount
1	April 7, 2020	\$14,952,000

REGISTERED OWNER: Velo Village Apartments LLC

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the "**City**"), promises to pay to the Registered Owner, Velo Village Apartments LLC (the "**Developer**"), as herein provided, as owner of the Property legally described in the attached Exhibit A (the "**Property**"), but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of Fourteen Million Nine Hundred Fifty Two Dollars (\$14,952,000), to be paid in annual amounts set forth in the attached schedule, without interest, until 2040 (or such later date as may be provided for in the Development Agreement), said payment and this Bond subject to the terms and provisions of the Development Agreement (as hereinafter defined) between the City and Velo Village Apartments, LLC.

This Bond shall be payable in installments of principal only due on March 1 (the "**Payment Dates**") in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1. In the event the Developer has not paid all the real property taxes on the Property by January of any year, then the principal payments due hereunder shall be delayed until October 1.

This Bond has been issued to finance a project within the City's Tax Incremental District No.7, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the Resolution adopted on April 6, 2020, by the Common Council of the City (the "**Resolution**"). This Bond is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District No. 7 Development Agreement dated as of October 17, 2019 between the City and the Developer ("**Development Agreement**"). This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This Bond shall be payable solely from Available Tax Increment generated by the Increment Property and appropriated by the Common Council to the payment of this Bond (the "**Revenues**") and from Remaining City Loan Payments. Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Resolution

and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this Bond shall take on the meaning given to such terms in the Development Agreement.

If on any Payment Date there shall be insufficient Revenues appropriated and/or from Remaining City Loan Payments to pay the amounts due under this Bond, the amount due but not paid shall be deferred without interest. The deferred principal shall be payable on the next Payment Date to the extent the City has Available Tax Increment until the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this Bond which remains unpaid after the Final Payment Date. If, in any calendar year, the Revenues exceed the amount payable in that year on the Bond (“**Surplus Increment**”), the City may, subject to appropriation of such payment by the Common Council, apply the Surplus Increment to prepayment of principal on the Bond. The “**Final Payment Date**” is October 1, 2040.

At the option of and in the sole discretion of the City, this Bond is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant, express or implied, that the Available Tax Increment or other Revenues or Remaining City Loan Payments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

In addition, as provided in Article II of the Development Agreement, the total principal amount to be paid shall in no event exceed Fourteen Million Nine Hundred Fifty Two Thousand and NO/100 Dollars (\$14,952,000). When that amount of Revenues has been appropriated and irrevocably applied to payment of principal of this Bond, the Bond shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Article VII Section D. of the Development Agreement, the City shall have the right to suspend and, in certain circumstances, terminate payments on this Bond in the event the Developer is in MRO Default under any of the terms and conditions of the Development Agreement.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal or interest of this Bond. Further, no property or other asset of the City, except the above-referenced Revenues and Remaining City Loan Payments, is, are or shall be a source of payment of the City’s obligations hereunder.

This Bond is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This Bond may not be transferred or assigned, in whole or in part, only with the consent of the City; provided however, that this Bond may be freely transferred in conjunction with title to the Property or as otherwise permitted under the Development Agreement, including the collateral assignment of this Bond to the Registered Owner’s construction lender. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either

Schedule 1 of Bond Payment Schedule

Subject to the City's actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement, the City shall make the following payments on the Bond to the Developer:

Payment Date	Bond Payment
2021 ¹	459,000
2022	765,000
2023	816,000
2024	816,000
2025	816,000
2026	816,000
2027	816,000
2028	816,000
2029	816,000
2030	819,000
2031	720,000
2032	720,000
2033	720,000
2034	720,000
2035	720,000
2036	720,000
2037	720,000
2038	720,000
2039	720,000
2040	720,000
Total	\$14,952,000

1 The commencement of payments is subject to the Article II, L of the Developers Agreement

2 The final payment date is subject to extension as provided for in Article II, L of the Development Agreement.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>4-6-20</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Donations to the Fire Department by Family and Friends in Remembrance of Allison (Allie) Healy in the sum of \$995.00</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>M.7.</i></p>

The Franklin Fire Department has received donations from Robert and Mary Healy, and several friends and family members, in remembrance of their daughter Allison (Allie). Allison recently passed away at the age of 29 after a prolonged battle with a chronic medical condition. Her spirit and strength during this harrowing time remains a source of inspiration to the first responders who cared for her, and to all who knew her.

The Department intends to use the funds toward community outreach and education.

COUNCIL ACTION REQUESTED

Request approval to accept \$995.00 donation in remembrance of Allison Healy.

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p><i>4-6-20</i></p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Request Council Authorization to Fill an Approved and Budgeted Administrative Chief Position at the Rank of Assistant Chief,</p>	<p>ITEM NUMBER</p> <p><i>M.8.</i></p>

The City's 2020 budget restored an administrative (40 hr) chief position that was forfeited in 2007. This position is intended to strongly focus on Emergency Medical Services (EMS) and Information Technology (IT), and was tentatively approved at the rank of Battalion Chief. The fire chief is requesting Council approval to elevate this FTE to the position of Assistant Chief. There are several advantages to filling the position with a higher level of rank and authority, and this can be done at a lower overall cost due to the difference in the way the different ranks are treated with regard to the Fair Labor Standards Act (FSLA). Essentially, the higher rank would be ineligible for overtime pay, and yet could be used to significantly offset the amount of overtime liability that currently exists largely due to paid time-off benefits (personal holidays, vacation, sick leave, etc.) among both Bargaining Unit and Non-Represented membership. Other advantages include the ability to potentially recruit higher quality and more qualified candidates, and the potential for greater influence on behalf of the City in representing the department in the various councils, committees and operational workgroups which regulate EMS and Emergency Operations in general throughout the region.

Please see the included analysis and documentation.

COUNCIL ACTION REQUESTED

Request Council Authorization to Fill An Approved and Budgeted Administrative Chief Position at the Rank of Assistant Chief, rather than the lower tentatively approved rank of Battalion Chief.

2020 EMS Administrative Chief Analysis

Background:

At its November 19th, 2019 meeting, the Franklin Common Council approved a 2020 budget proposal authorizing the Franklin Fire Department to restore an administrative chief position that was forfeited in 2007. The department intends to fill this position with a scope of authority strongly oriented towards Emergency Medical Services (EMS) operations and training, Information Technology, and public outreach as the department's designated public information officer (PIO). The position was tentatively approved at the battalion chief rank; however department administration believes that this position can more effectively serve the department and its stakeholders if the position was elevated to the level of assistant chief; and moreover, this can be accomplished at a lower overall cost than the lower ranked battalion chief position.

Fire Department Rank Structure:

Note that FFD does not staff all ranks (those that FFD staffs are highlighted). In larger organizations, it is common to have multiple administrative and operations chiefs (assistant, deputy, and battalion) in charge of specific functions (Fire prevention, Haz-Mat, EMS, Firefighting Operations) or operational groups (shifts or battalions).

Fire Chief

Assistant Chief

Deputy Chief

Division Chief

Battalion Chief

Captain

Lieutenant

Sergeant (becoming less common)

Heavy Equipment Operator

Firefighter/EMT/Paramedic

Rank Needs Analysis (Administrative vs. Line):

The argument will inevitably arise that the department should use the approval of an additional position to start to marginally improve daily staffing at Station #2 by hiring a single "line" firefighter. Department administration believes that with only a single FTE being funded, hiring or promoting an additional chief officer that is not held to the scheduling conditions and restrictions of the Collective Bargaining Agreement (CBA) is a more effective use of the position for a number of reasons. First, a single firefighter – even if one were added to each of the three shift schedules - would not put an additional response unit in service. It would constitute a third person at Station #2. This would marginally improve Station #2's response capability and on-scene effectiveness, and if the department administration had the opportunity to fill an additional position on all three of the shifts, this would likely be the strategy pursued. A single position on only one of the three duty shifts does not substantially impact department

operations or effectiveness, as (with contractual time off allowances guaranteed in the CBA) a third crewmember would be present at Station #2 only 20% to 25% of calendar days. Responses within Station #2's primary response area account for approximately 16% of total annual FD responses, and an additional firefighter assigned to only one of the three shifts would therefore have had the ability to positively impact only 129 of the 647 Station #2 responses in 2019.

By contrast, an administrative chief generally assigned to a regular Monday-through-Friday business hour work schedule would be available and expected to respond city-wide on fire calls and critical EMS incidents such as cardiac arrests and motor vehicle accidents. Historically, approximately 50% of all emergency responses occur between the hours of 6:00 AM and 6:00 PM Monday through Friday. A single administrative staff member not strictly bound by CBA constraints on schedule and hours of work could conceivably be available to respond and contribute toward a positive outcome on nearly half of the over 4,000 citywide emergency incidents annually, as opposed to the small percentage that a single shift line firefighter assigned to Station #2 would impact. Arguably, the administrative chief could potentially contribute at a higher level than the entry level firefighter, due to the nature of the planned position as a teacher, mentor, and supervisor. For fire incidents, the administrative chief would be immediately available to fill critical command structure functions such as operations officer (OPS) or Incident Safety Officer (ISO), that are now the County-wide incident management standard.

The additional administrative chief position, along with the existing assistant chief position would also be used to minimize overtime liability to a considerable extent. When the shift battalion chief is off for whatever reason (Vacation, Holiday, sick leave, injury, etc.) either daily, or on a long-term basis, one of the administrative chiefs would be assigned to cover the AM half of the shift on any weekday (at a minimum), and could potentially be assigned night and weekend hours if necessary, without having to pay an existing officer to fill the vacancy at overtime. The department estimates that this could potentially offset as much as \$30-40,000 in employee overtime costs annually.

Cost Analysis: Assistant vs. Battalion Chief:

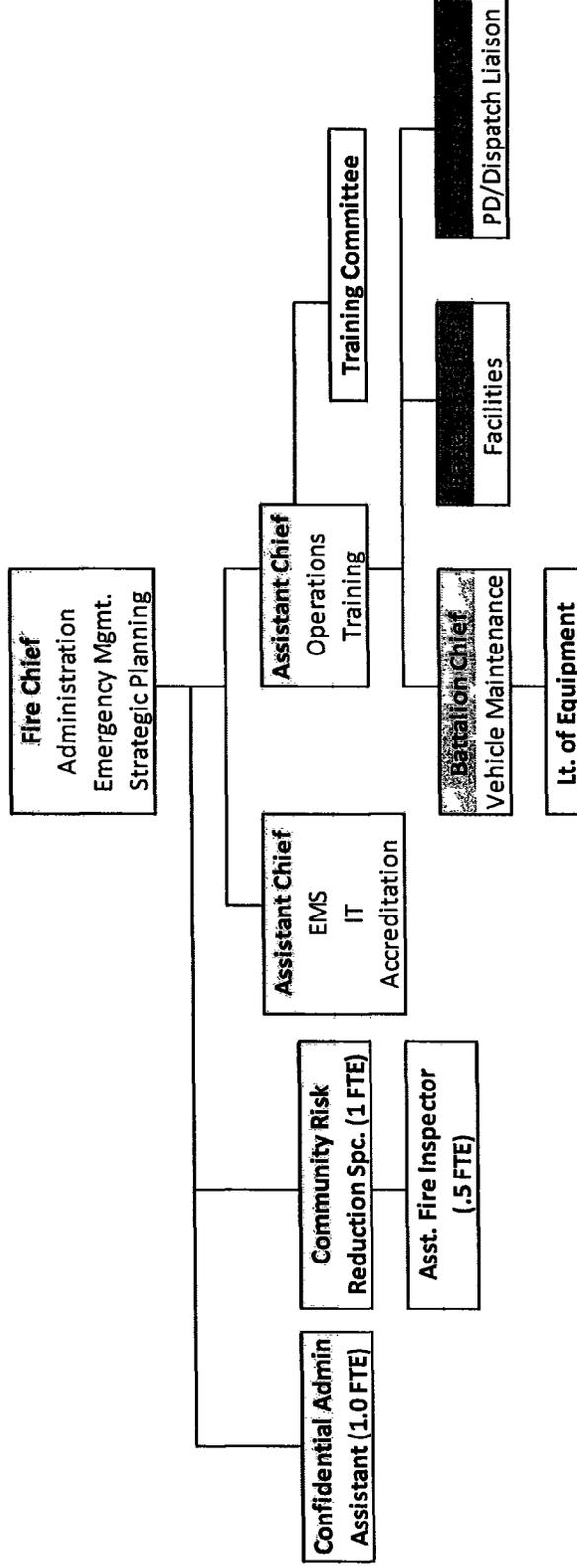
The shift battalion chiefs have historically been treated as non-exempt from the Fair Labor Standards Acts (FLSA), meaning they are paid at overtime (1.5 x hourly rate) when they fill vacancies shifts due to one of the other battalion chiefs being off. It could be argued that the administrative battalion chief could potentially be treated differently than the existing shift BCs and not be considered eligible for overtime pay when required to work additional hours. This argument presents challenges. First, it would be difficult to attract, recruit (whether through promotion or lateral transfer from another department) and retain an employee in a position where they are not eligible for overtime, when the existing candidates (likely current lieutenants) would maintain the capacity to significantly out-earn the administrative battalion chief. In FY 2019 six of the nine current lieutenants significantly out-earned the maximum of 65% of pay range for battalion chief identified in the 2015 classification and compensation study. For a lieutenant promoted into a FLSA exempt battalion chief position this would effectively constitute a significant pay cut, which would be a disincentive to any candidate considering the position. Second, if the administrative battalion chief were used to minimize overtime liability on vacant shift commander positions without being compensated monetarily for the additional work time, it stands to

reason that they would be allowed to take flexible time off. The ability to significantly impact overtime expenditure would therefore result in reduced productivity in his or her primary areas of responsibility. In summary, the battalion chief position – particularly without the overtime pay incentive- would not be attractive enough to lure top quality applicants – either internal or external; and would likely have little potential impact on overtime liability without significantly compromising productivity in primary assigned tasks.

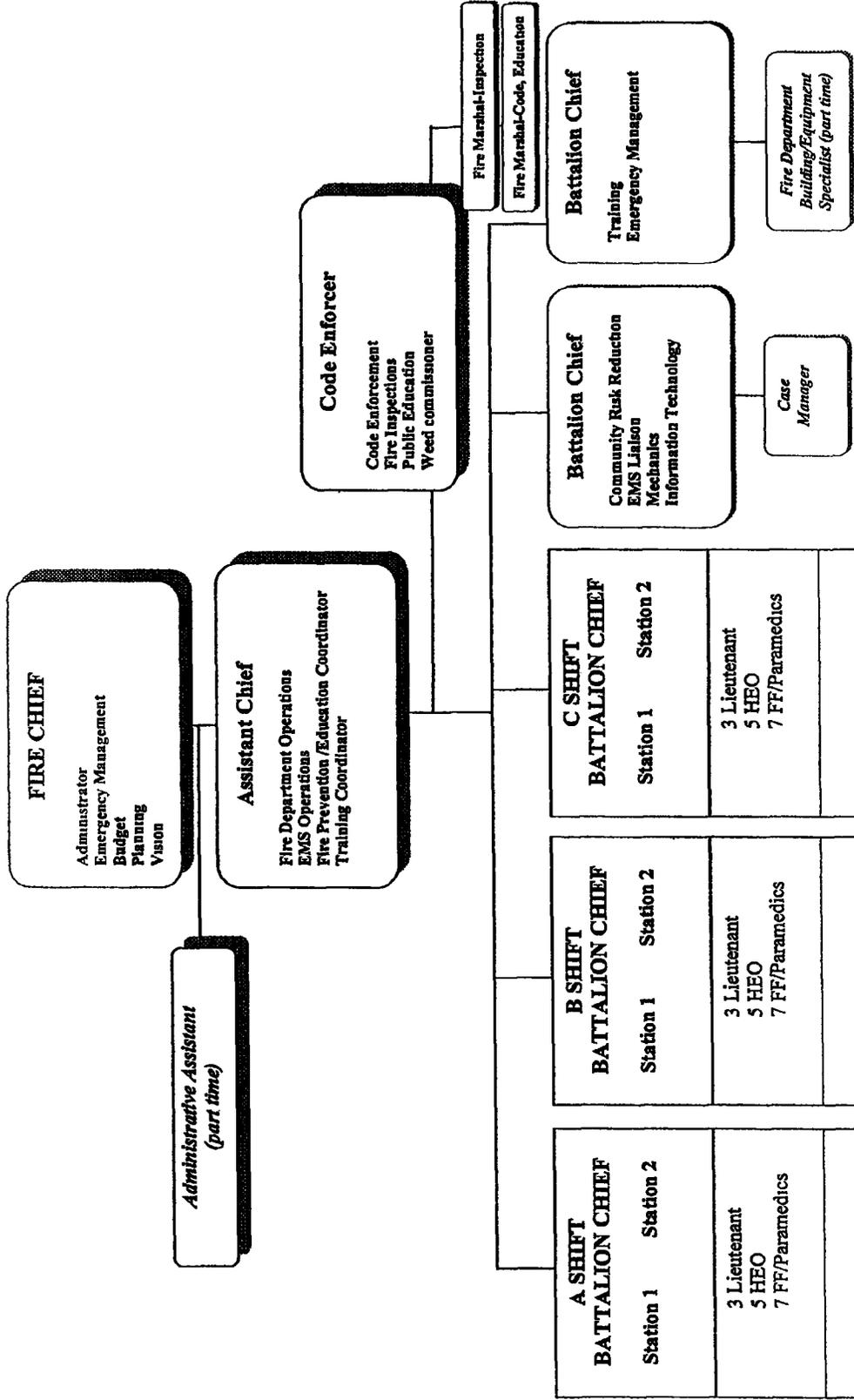
Filling the position at the level of assistant chief has significant advantages from both cost and performance perspectives. First, the position is truly FSLA exempt and if compensated at the maximum of 65th percentile of the comparative pay range (approximately \$109,000), this would be well below the average of what the three overtime-eligible Battalion Chiefs earned in FY 2019 (approximately \$131,000); and yet would have the ability to considerably lessen overtime expenditure liability as a whole. Secondly, an Assistant Chief level of rank would carry considerably greater influence in representing the interests of the Franklin Fire Department, the City of Franklin, and its stakeholders in the various committees, subcommittees, workgroups, and boards and councils that regulate EMS provision and operations at the State, County, and local level. An assistant chief could potentially serve as a greater advocate for high quality, “patient-based” healthcare within the system at a time when other agencies are soliciting to make changes to the system that could potentially affect the burden on care providers within the system, and therefore the service that they provide to the patient/customer. In short, the “louder voice” of an assistant chief, rather than a lower ranked position, would allow FFD to continue to positively influence the EMS system in a more effective and consistent manner. Furthermore, it would aid the Department and City in attracting and recruiting the “best and brightest” in their field, in order to maintain a positive, proactive course and secure future for the Department and City.



Franklin Fire Department Organizational Chart (Proposed) 04/2020



GREENFIELD FIRE DEPARTMENT 2020



City of Oak Creek 2020 Annual Budget

Budgeted Personnel Count by Classification

Classification	2015	2016	2017	2018	2019	2020
Dispatchers	13	13	13	16	16	16
Dispatch Supervisor	1	1	1	2	2	2
Admin Executive Assistant	1	1	1	1	1	1
Mechanic	0	0	0	0	0	1
Mechanic-Part-time	2	2	2	2	2	0
Part Time Community Resource	1	1	1	1	1	1
Part Time Police Aide	3	3	3	3	2	2
Part Time Custodian	4	4	4	4	0	0
Part Time Crime Analyst	0	0	0	0	0	0
Part Time Evidence Room Technician	1	1	1	1	1	1
Court Liason	0	0	0	0	1	1
Part Time Student	1	1	1	1	1	1
TOTAL FULL TIME	76	76	76	84	86	87
MUNICIPAL COURT						
Municipal Judge	1	1	1	1	1	1
Court Clerks	2	2	2	2	2	2
Part Time Clerical	1	1	1	1	1	1
FIRE DEPARTMENT						
Chief	1	1	1	1	1	1
Assistant Chief	1	1	1	2	2	2
Battallon Chiefs	4	4	4	3	3	3
Lieutenant	9	9	9	9	9	9
Firefighter	36	36	36	37	37	37
Fire Inspector	1	1	1	1	1	1
Admin Executive Assistant	1	1	1	1	1	1
Part Time Clerical	1	1	1	1	1	1
Part Time Mechanic	1	1	1	1	1	1
TOTAL FULL TIME	53	53	53	54	54	54
LIBRARY						
Library Director	1	1	1	1	1	1
Assistant Library Director	1	1	1	1	1	1
Children's Librarian	1	1	1	1	1	1
Young Adult Librarian	0	0	0	1	1	1
Reference Librarian	2	2	2	1	2	2
Circulation Supervisor	0	0	0	1	1	1
Part Time Library Associate	0	0	0	1	1	1
Part Time Administrative Support	1	1	1	1	1	1
Part Time Aides	7	7	7	7	7	7
Part Time Reference Librarian	6	6	6	5	4	4
Part Time Page	10	10	10	5	5	5
Part Time Intern	0	0	0	1	0	0
TOTAL FULL TIME	6	6	6	6	7	7

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04/06/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4915, PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN</p> <p style="text-align: center;">(STEVEN D. WIEDENFELD, APPLICANT) (AT 4890 WEST HUNTING PARK DRIVE)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>M.G.</i></p>

On March 19, 2020, the Plan Commission carried the following motion:

A motion to recommend denial of the Certified Survey Map application as the map provides for a lot of less than 40,000 square feet in area for which public water supply is required pursuant to the Unified Development Ordinance §15-2.0103B.3.b., and public water supply is not available to serve the property.

Staff is recommending denial of this Certified Survey Map request for the reasons outlined in the report to the Plan Commission.

However, if the Common Council wishes to approve the proposed CSM, staff recommends several conditions of approval contained in the attached draft resolution.

COUNCIL ACTION REQUESTED

A motion to reject the Certified Survey Map application as the map provides for a lot of less than 40,000 square feet in area for which public water supply is required pursuant to the Unified Development Ordinance §15-2.0103B.3.b., and public water supply is not available to serve the property.

OR

A motion to adopt Resolution No. 2020-_____, a Resolution conditionally approving a 2 lot Certified Survey Map, being a redivision of parcel 1 of Certified Survey Map no. 4915, part of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Steven D. Wiedenfeld, applicant) (at 4890 West Hunting Park Drive).

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4915, PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(STEVEN D. WIEDENFELD, APPLICANT)
(AT 4890 WEST HUNTING PARK DRIVE)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of Parcel 1 of Certified Survey Map No. 4915, part of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 4890 West Hunting Park Drive, bearing Tax Key No. 834-0018-001, Steven D. Wiedenfeld, applicant; 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 Steven D. Wiedenfeld, as described above, be and the same is hereby approved, subject to the following conditions:

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

STEVEN D. WIEDENFELD – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 2

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. Steven D. Wiedenfeld, successors and assigns, and any developer of the Steven D. Wiedenfeld 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 Steven D. Wiedenfeld and the 2 lot certified survey map project for the property located at 4890 West Hunting Park 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. Prior to recording the Certified Survey Map, the applicant shall request that the City extend public water facilities to serve Lots 1 and 2. If rejected, Lot 2 may be developed with a private well-water system. A statement shall be added to Sheet 1 of the Certified Survey Map to indicate whether the land is being served by public sanitary sewer and water or public sanitary sewer only.
7. The applicant shall revise the Certified Survey Map to address the Milwaukee County Register of Deeds comments in letter dated February 11, 2020, for Department of City Development review and approval, prior to recording of the Certified Survey Map.
8. The applicant shall revise the Certified Survey Map to address the Engineering Department comments in staff memorandum dated February 24, 2020, for Engineering Department review and approval, prior to recording of the Certified Survey Map.
9. Pursuant to Unified Development Ordinance §15-9.0309D., the applicant shall submit a Natural Resource Protection Plan, or a letter from qualified professional stating that no natural resources require protection, for Department of City Development review and approval, prior to recording of the Certified Survey Map.

STEVEN D. WIEDENFELD – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 3

10. The applicant, owner(s) of the property, successors and assigns shall remove any accessory structure located on the proposed lot 2, prior to recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Steven D. Wiedenfeld Individual Retirement Account No. 1638738, Midland Trust Company as Custodian, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Steven D. Wiedenfeld Individual Retirement Account No. 1638738, Midland Trust Company as Custodian, 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 _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of March 19, 2020

Certified Survey Map

RECOMMENDATION: Department of City Development staff recommends denial of this Certified Survey Map (CSM) request.

Project Name:	Steven Wiedenfeld Certified Survey Map
General Project Location:	4890 W. Hunting Park Drive
Property Owner:	Steven Wiedenfeld IRA #1638738 Midland Trust Co. as Custodian
Applicant:	Steven D. Wiedenfeld
Current Zoning:	R-3 Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Single-family residential
Use of Surrounding Properties:	Single-family residential properties zoned R-3.
Applicant's Action Requested:	Approval of Certified Survey Map (CSM).

Please note:

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

INTRODUCTION:

The applicant is requesting a Certified Survey Map (CSM) to subdivide the subject property into 2 residential lots. The area of the property is approximately 1.88 acres, the two resulting lots are 46,150 sf and 35,500 sf in area.

The applicant submitted this CSM application on January 23, 2020. Pursuant to Wisconsin Statutes §236.34(1m)(f), the approving authority (Common Council) shall take action within 90 days of application submittal unless a time extension is granted by the applicant. On February 24, 2020, City Development staff sent review comments to the applicant and scheduled this application to this March 19, 2020, Plan Commission meeting and April 6, Common Council. The 90-day review time frame will expire on April 22, 2020

The property is located in the Hunting Park subdivision, which was platted in 1957. The subject property is parcel 1 of Certified Survey Map No. 4915, recorded on March 3, 1987.

PROJECT DESCRIPTION AND ANALYSIS:

The subject property is located in the R-3 Suburban/Estate Single-Family Residence District, and the 2 proposed lots meet the districts standards of the R-3 zoning district set forth in the Unified Development Ordinance (UDO) Table 15-3.0203.

On the other hand, per UDO §15-3.0203, the R-3 District is intended to be served by public water and sewer, except for lots served by public sanitary sewer and for which lot the Common Council has denied the extension of public water. This property is served by sewer but not by public water supply, therefore, this CSM is subject to UDO §15-2.0103.B.3b., which states as follows:

***Private Sewer and Water.** In any district where a public water service or public sewage service is not available, the lot width and area shall be determined in accordance with Chapter ILHR 83 of the Wisconsin Administrative Code as amended, but for one-family dwelling lots (1) except those lots which were lot(s) of record existing prior to the effective date of the Unified Development Ordinance on August 1, 1998, and (2) those lots of record created by minor division, which lot(s) of record created by minor division are served by public sanitary sewer and for which lot(s) the Common Council on or after August 1, 1998, has denied the extension of public water shall have a frontage of not less than 150 feet and an area of not less than 40,000 square feet, respectively. In any district where public sewerage service is not available, the width and area of all lots shall be sufficient to permit the use of an on-site sewage disposal system designed in accordance with the Wisconsin Administrative Code, as amended, but not less than the width and size as previously stated [emphasis added]*

The subject property is currently served by private well, the applicant is proposing to serve the newly created lot 2 with private well also.

Staff is recommending denial of this Certified Survey Map request for the following reasons:

1. **Lot width.** Lots 1 and 2 do not meet the minimum lot width of 150 feet, as required by the UDO section cited above. The proposed lot widths are 130 and 100 feet, for lot 1 and lot 2 respectively. Given the current lot width of the subject property (230 feet), it is not possible to further subdivide this property without public water supply.
2. **Lot area.** Lot 2 does not meet the minimum lot area of 40,000 square feet, as required by the UDO section cited above. The proposed lot area for Lot 2 is 35,500 square feet.

Staff acknowledges that some nearby lots which are not served by public water supply have a lot width of 100 feet. However, these land divisions predate the current UDO adopted in 1998, such as CSM No. 4915 recorded in 1987 or CSM No. 5767 recorded in 1992.

STAFF RECOMMENDATION:

City Development Staff recommends denial of this Certified Survey Map (CSM) for the reasons stated above. However, if the City wishes to approve the proposed CSM, staff recommends several conditions of approval contained in the attached draft resolution.

MEMORANDUM

Date: February 24, 2020
To: Steven Wiedenfeld
From: Department of City Development
RE: Application for Certified Survey Map (CSM) – 4890 W Hunting Park Dr

Staff comments are as follows for a Certified Survey Map application submitted on January 23, 2020, to subdivide the subject property into 2 lots.

City Development Department comments

1. Even though the 2 proposed lots meet the districts standards of the R-3 Suburban/estate Single-family Residence District set forth in the Unified Development Ordinance (UDO) Table 15-3.0203, this property is not served by public water supply. Therefore, this CSM is subject to UDO §15-2.0103.B.3b., which states as follows:

Private Sewer and Water. In any district where a public water service or public sewage service is not available, the lot width and area shall be determined in accordance with Chapter ILHR 83 of the Wisconsin Administrative Code as amended, but for one-family dwelling lots (1) except those lots which were lot(s) of record existing prior to the effective date of the Unified Development Ordinance on August 1, 1998, and (2) those lots of record created by minor division, which lot(s) of record created by minor division are served by public sanitary sewer and for which lot(s) the Common Council on or after August 1, 1998, has denied the extension of public water shall have a frontage of not less than 150 feet and an area of not less than 40,000 square feet, respectively. In any district where public sewerage service is not available, the width and area of all lots shall be sufficient to permit the use of an on-site sewage disposal system designed in accordance with the Wisconsin Administrative Code, as amended, but not less than the width and size as previously stated. [emphasis added]

Lot 2 does not meet the minimum lot area and width cited above, and lot 1 meets the minimum lot area but does not meet the minimum lot width. Given the current lot width of the subject property (230 feet), it is not possible to further subdivide this property without public water supply.

Inspection Services Department comments

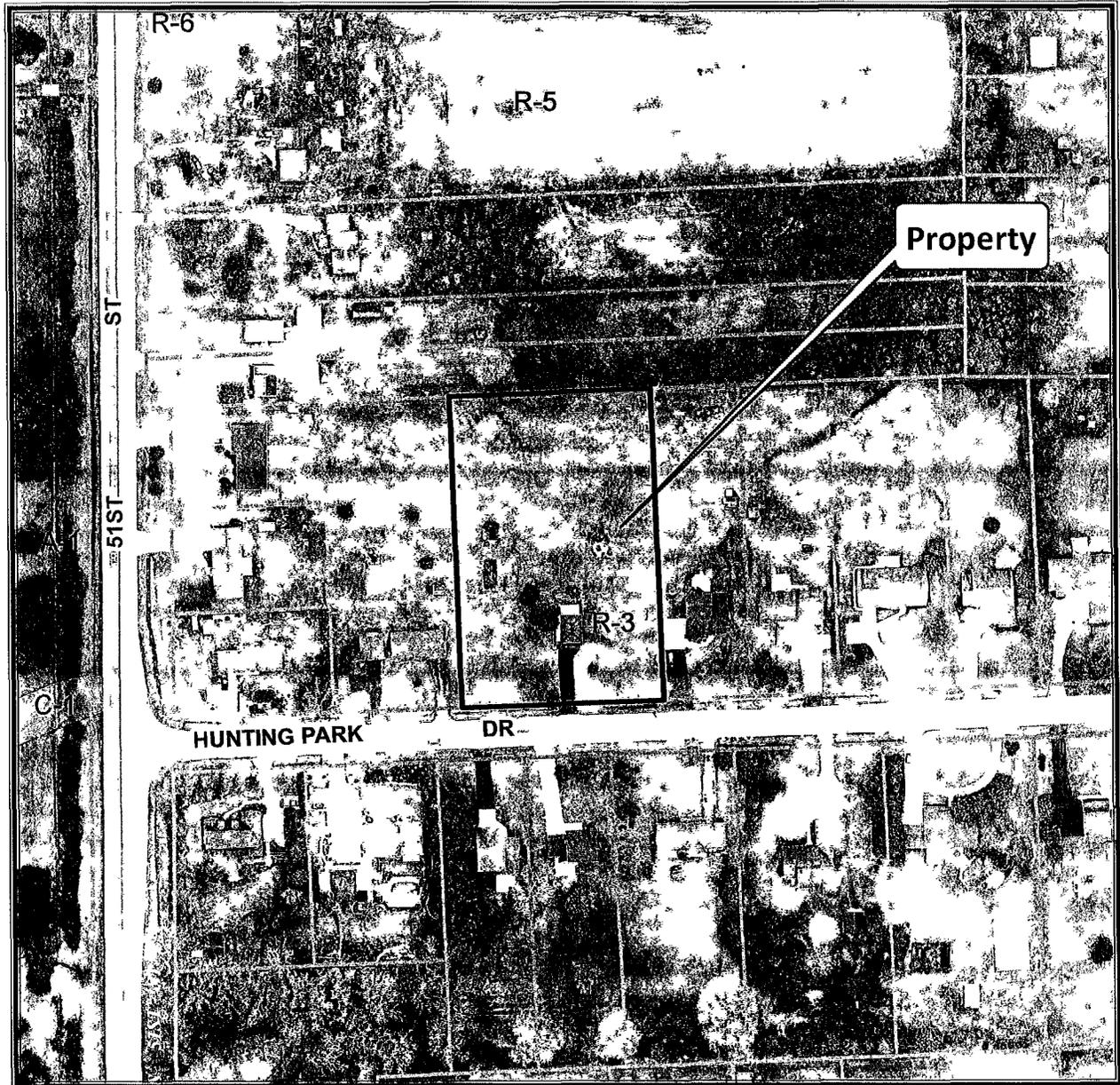
2. My only comment on this proposal would be that, if approved, they would have to remove the accessory structure on the vacant lot. The UDO does not permit an accessory structure to be placed on a property without the principal structure first being present.

Engineering Department comments

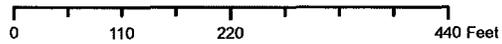
3. *Must request the Common Council to extend the water main if denied, then the private well is permitted* (as long as the proposed lots comply with UDO §15-2.0103.B.3b).
4. Must show another side offset distance from the northwest corner house to the property line.



4890 W. Hunting Park Drive
TKN: 834 0018 001



Planning Department
(414) 425-4024

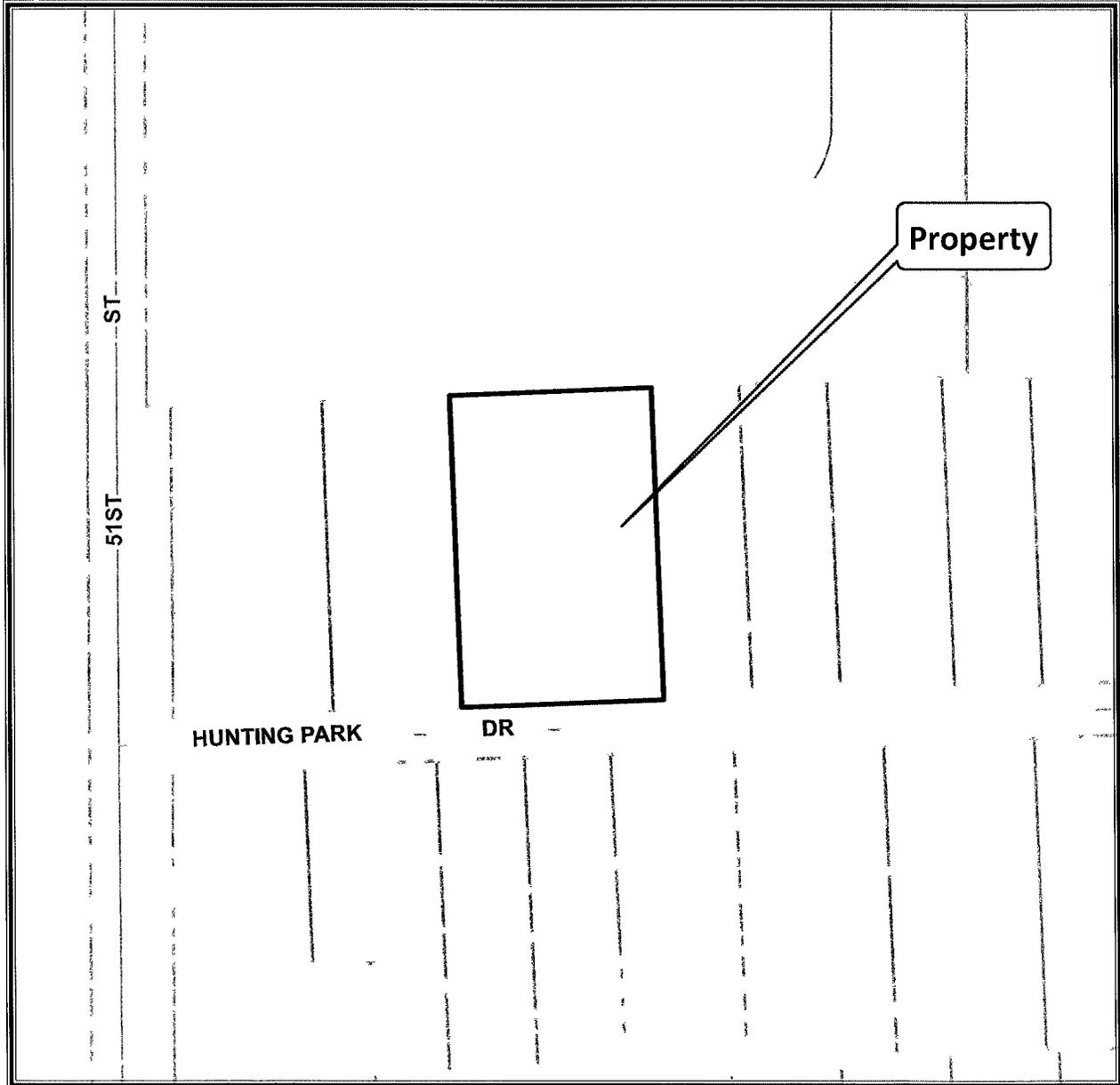


2017 Aerial Photo

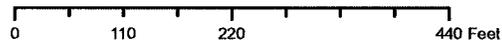
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



4890 W. Hunting Park Drive
TKN: 834 0018 001



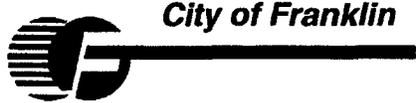
Planning Department
(414) 425-4024



2017 Aerial Photo

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

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: _____

CERTIFIED SURVEY MAP (CSM) APPLICATION

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

<p>Applicant (Full Legal Name[s]): Name <u>Steven D Wiedenfeld</u> Company _____ Mailing Address <u>N64W34895 Road J</u> City / State <u>Oconomowoc, WI</u> Zip <u>53066</u> Phone <u>414-617-7653</u> Email Address <u>swiedenfeld@shorewest.com</u></p> <p>Project Property Information. Property Address <u>4890 W Hunting Park Drive</u> Property Owner(s) <u>Steven Wiedenfeld IRA #1638738</u> Midland Trust Company as Custodian Mailing Address <u>N64W34895 Road J</u> City / State <u>Oconomowoc, WI</u> Zip <u>53066</u> Email Address <u>swiedenfeld@shorewest.com</u></p>	<p>Applicant Is Represented by. (contact person)(Full Legal Name[s]) Name <u>Steven D Wiedenfeld</u> Company _____ Mailing Address <u>N64W34895 Road J</u> City / State <u>Oconomowoc, WI</u> Zip <u>53066</u> Phone <u>414-617-7653</u> Email Address <u>swiedenfeld@shorewest.com</u></p> <p>Tax Key Nos <u>8340018001</u> Existing Zoning <u>R3 Single-Family Residence District</u> Existing Use <u>Single-Family Residence</u> Proposed Use <u>Create a new lot by splitting property</u> CMP Land Use Identification _____</p>
<p>*The 2025 Comprehensive Master Plan Future Land Use Map is available at http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm</p>	

Certified Survey Maps shall be prepared as provided in § 236.34 (1m) (c) Wis. Stats. and Division 15-7.0700 of the Unified Development Ordinance.

Certified Survey Map submittals for review must include and be accompanied by the following:

- Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds \$75
 - Two (2) original map copies for Milwaukee County review, prepared at 8-1/2" wide by 14" long on durable white paper
- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin \$1,500
- Seven (7) complete sets of Application materials, for City of Franklin review to include
 - Project Summary *a written detailed description of the project* One (1) original and six (6) copies
 - Map Copies One (1) original map copy and six (6) map copies prepared at 8-1/2" wide by 14" long and must be clearly legible
- As may be required, seven (7) copies of a "Natural Resource Protection Plan and "Landscape Plan" for any landscape bufferyard easement areas
- If applicable, three (3) copies of the Natural Resource Protection report (see Division 15-9 0309D of the UDO)
- If applicable, one copy of the Site Intensity and Capacity Calculations (see Division 15-3 0500 of the UDO)
- Email (or CD ROM) with all plans and submittal materials in Adobe PDF *(May be waived by City Planner)*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- All Certified Survey Map requests require Plan Commission review and Common Council approval
- All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes

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).

Signature - Property Owner
STEVEN D. WIENFELD - OWNER
 Name & Title (PRINT)
 Date 6-23-2020

 Signature - Applicant
 Name & Title (PRINT)
 Date _____

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

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

written detail description of the project

4890 W Hunting Park Drive Franklin WI 53132

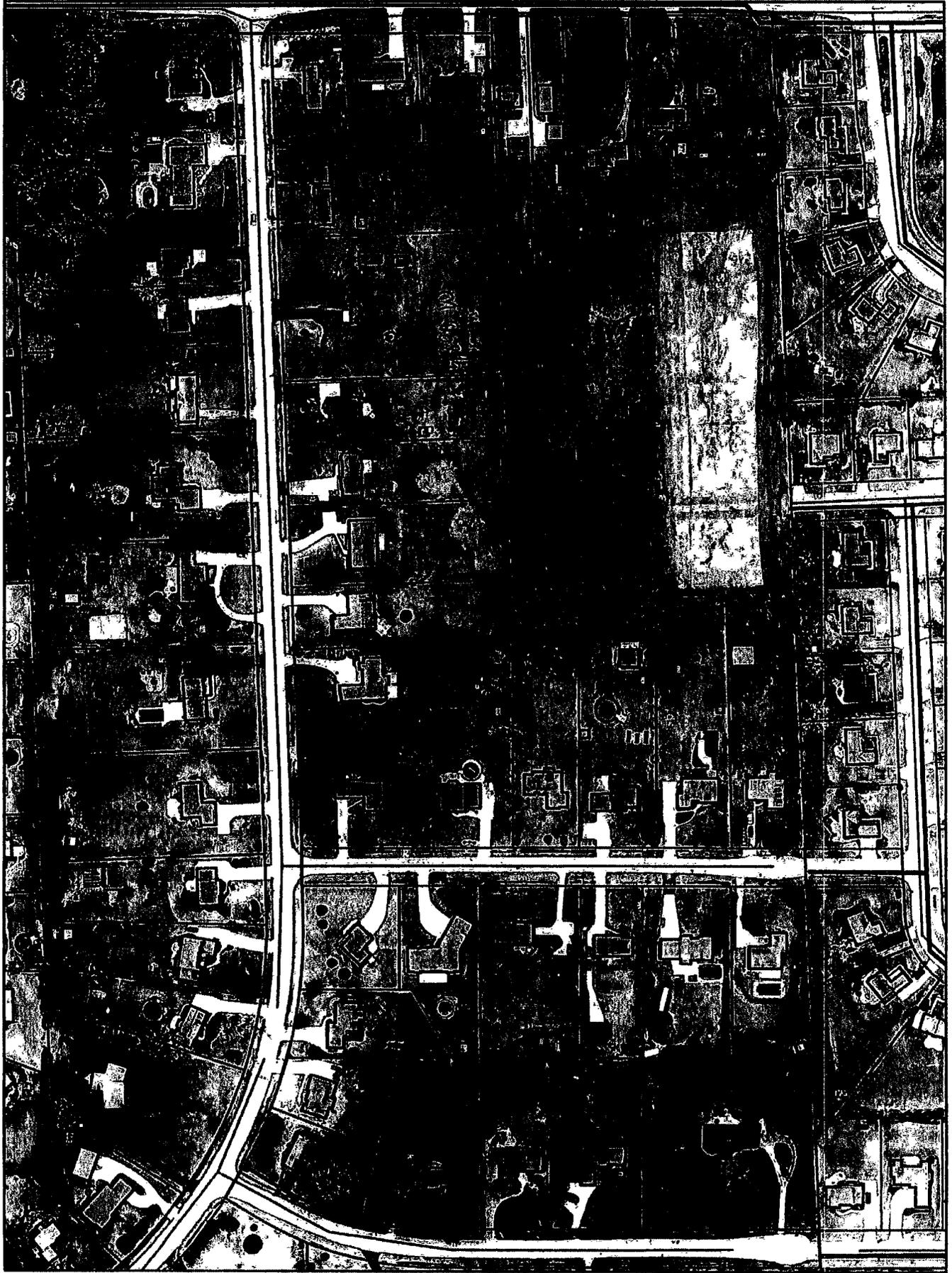
We are looking to create a new lot by splitting the property located at 4890 W Hunting Park Drive.

The new lot would be served by sanitary sewer. We are asking if the new lot can be developed with a private well-water system.

Metropolitan Survey Service completed a proposed Certified Survey Map. According to the proposed Certified Survey Map the correct single-family residence district development standards are met.

Prior to submitting the proposed Certified Survey Map to the City of Franklin to start the review process we want to find out if the lot can be developed with a private well-water system.

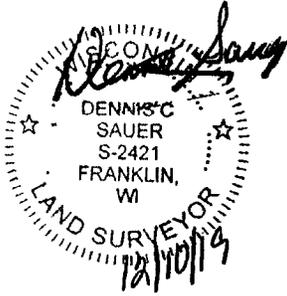
SDW 1-23-2020
STEVEN D. WIEDENFELD



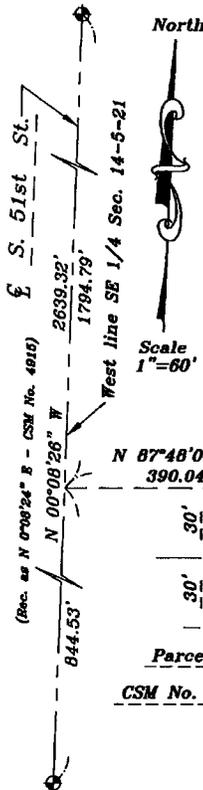
4890 W Hunting Park Drive Sewer

CERTIFIED SURVEY MAP NO. _____

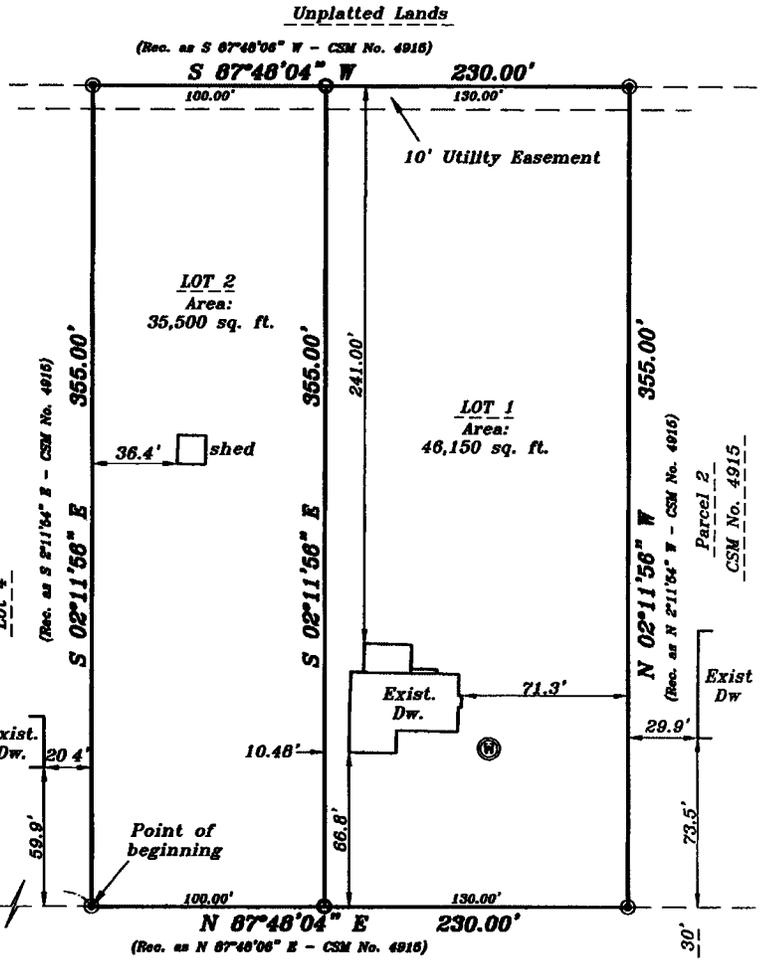
Being a redivision of Parcel 1 of Certified Survey Map No. 4915, part of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



NW Cor.
SE 1/4
Sec. 14-5-21
(conc mon.
w/brass cap)
N= 332,482.04
E=2,541,218.01



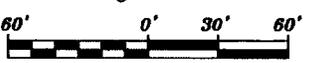
SW Cor.
SE 1/4
Sec 14-5-21
(conc. mon.
w/brass cap)
N= 329,842.90
E=2,541,224.49



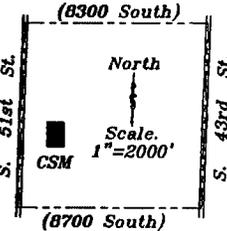
Parcel 1 CSM No. 5225	Parcel 1 NOTES:	Parcel 2 CSM No. 5124	Parcel 3 (8300 South)
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- ⊙ Denotes iron pipe found and accepted.
- Denoted 1"x24" iron pipe set

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-27)(Feb.2018), with the West line of the SE 1/4 of Sec. 14, T5N, R21E having an assumed bearing of N 0°08'26" W.



Graphic Scale
Scale. 1"=60'



Vicinity Map
SE 1/4 Sec. 14-5-21

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Parcel 1 of Certified Survey Map No. 4915, part of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:
That I have surveyed, divided and mapped, a redivision of Parcel 1 of Certified Survey Map No. 4915, part of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; bounded and described as follows: Commencing at the Southwest corner of said Southeast 1/4; thence N 00°08'26" W, 844.53 feet; thence N 87°48'04" E, 390.04 feet to a point at the Southwest corner of said Certified Survey Map; said point being the point of beginning of the lands to be described; thence continuing N 87°48'04" E, 230.00 feet; thence N 02°11'56" W, 355.00 feet; thence S 87°48'04" W, 230.00 feet; thence S 02°11'56" E, 355.00 feet to the point of beginning. Said lands contain 81,650 square feet (1.87 acres).

That I have made such survey, land division and map by the direction of Midland IRA, Inc., owner of said land.

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

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

December 10, 2019
Date

Dennis C. Sauer

Dennis C. Sauer
Professional Land Surveyor S-2421



PREPARED FOR:
Steve Wiedenfeld
9267 S 54th Street
Franklin, WI 53132

PREPARED BY: Dennis C. Sauer
Metropolitan Survey Service, Inc.
9415 West Forest Home Avenue
Hales Corners, WI 53130

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Parcel 1 of Certified Survey Map No. 4915, part of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

Midland IRA, Inc, as owner, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Chapter 236.34 of the Wisconsin State Statutes and Unified Development Ordinance - Division 15, of the City of Franklin Municipal Code.

WITNESS the hand and seal of said owner this _____ day of _____, 20_____.

Steven D. Wiedenfeld, FBO

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20_____, Steven D. Wiedenfeld, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

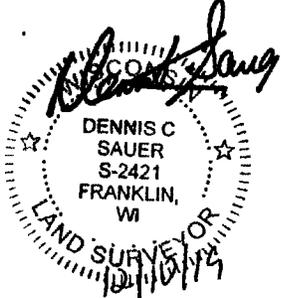
Notary Public
State of Wisconsin
My Commission Expires: _____

COMMON COUNCIL APPROVAL

APPROVED and accepted by the Common Council of the City of Franklin, Resolution No. _____, on this _____ day of _____, 20_____.

Stephen R. Olson, Mayor
City of Franklin

Sandra L. Wesolowski, Clerk
City of Franklin



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 6, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND AND SANITARY SEWER FUND TO PROVIDE \$670,000 OF GENERAL FUND AND \$175,000 OF SANITARY SEWER FUND ADDITIONAL APPROPRIATIONS AS EXTRAORDINARY CONTRIBUTIONS TO THE PUBLIC WORKS DEFINED BENEFIT RETIREMENT INCOME PLAN	ITEM NUMBER <i>510.</i>

Background

The City sponsors a defined benefit retirement plan for the formerly represented Public Works employees. That plan was closed at December 31, 2018 to new participants, when the City joined the Wisconsin Retirement System for all employees. Public Works employees employed on December 31, 2018 had the option of remaining in the Public Works Defined Benefit Retirement Income Plan (PW-DB) or join WRS.

The PW-DB plan is administered by Principal Insurance Company, who also Advises the Plan with respect to Investing the assets and makes the Actuarial studies on plan benefits. The City requested Principal to guarantee retirees their lifetime benefit once a participant begins to draw benefits. In exchange for that guarantee, the City agreed to maintain plan assets at certain levels with respect to the guaranteed benefits. With the recent equity market declines, plan assets have fallen below those targeted levels, and Principal has requested additional assets be placed in the plan. Plan assets have grown over the years as follows:

Dec 2015 \$7.15 mil
 Dec 2016 \$7.19 mil
 Dec 2017 \$7.58 mil – a \$900,000 extraordinary contribution made in 2017
 Dec 2018 \$9.69 mil
 Dec 2019 \$10.59 mil
 Mar 13, 2020 \$8.87 mil

Markets have been rather volatile during March 2020, such that asset values have fallen below the required levels and Principal is requesting an extraordinary contribution. The asset shortage reported by date was:

\$750,000 on March 13, 2020 when assets were \$8.8 million to
 \$1,154,000 on March 24, and back to
 \$439,000 on March 27 as assets grew back to \$9.70 million
 \$409,000 EXCESS assets as of April 1

Staff has been in discussions with Principal since the March 13 request. The asset shortage has been as volatile as the market. As noted above the request has varied considerably during recent weeks.

When the required asset level is below that required by the guarantee agreement, Principal has the right to purchase annuities for benefiting employees, using assets from the plan. The cost of those annuities is greater than the current level of plan assets for those same participants. That would further deplete plan assets and increase future annual actuarially determined contributions (\$251,009 in 2019). It would not be in the City's best interest to have this happen.

Analysis

Covered employees span the General Fund, the Sanitary Sewer Fund and the Water Fund, each of those funds would bear a portion of any contribution. (The General Fund - 67%, the Sewer Fund -17.5% and the Water Fund - 15.5%).

After the March 24th request came in, staff committed to requesting a \$1 million total contribution now, with an understanding that another look at the situation would be appropriate in 90 to 180 days, when, hopefully the markets stabilize.

The City generated a \$1.3 million General Fund surplus in 2019, when none was planned. That surplus pushed the General Fund balance to 33.6% of 2019 expenditures. The City's Fund Balance policy recommends this ratio to be between 15 & 30%. A value in excess of the upper range indicates that some action is recommended to reduce the fund balance. An extraordinary contribution to aid the PW-DB plan asset values would be an appropriate use of that excess.

The City created a \$1,335,000 Restricted Contingency for 2020, for two purposes – 1) to deal with any Emergency that may come along and 2) to preserve expenditure restraint amounts to continue qualification under a state shared revenue program. Any use of the Restricted Contingency would push the General Fund into a deficit for the year. Earlier this year, the Council moved \$250,000 of the Restricted Contingency into a Health Emergency contingency fund, using up that portion of the 2019 surplus.

A \$1 million extraordinary contribution to the PW-DB plan would entail a \$670,000 General Fund appropriation, a \$175,000 Sanitary Sewer appropriation and a \$155,000 contribution from the Water Utility (a policy decision by the Board of Water Commissioners). Should the proposed Budget amendment be adopted, the Restricted Contingency would be \$415,000 (\$1,335,000 less \$250,000 less \$670,000 = 415,000)

Recommendation

Staff is recommending that a 2020 Budget amendment be adopted providing for a \$1 million extraordinary contribution to the PW-DB plan, but that the Council only authorize \$750,000 at this time. The situation could be re-examined at a later date to address any new asset value decline that might develop then.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund and Sanitary Sewer Fund to provide \$670,000 of General Fund and \$175,000 of Sanitary Sewer Fund additional appropriations as extraordinary contributions to the Public Works Defined Benefit Retirement Income Plan

And a

Motion directing the Director of Finance & Treasurer to make a maximum \$750,000 extraordinary contribution to the Public Works Defined Benefit Retirement Income Plan as soon as practical in satisfaction of an asset call from the Plan custodian.

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND AND SANITARY SEWER FUND TO PROVIDE \$670,000 OF GENERAL FUND AND \$175,000 OF SANITARY SEWER FUND ADDITIONAL APPROPRIATIONS AS AN EXTRAORDINARY CONTRIBUTION TO THE PUBLIC WORKS DEFINED BENEFIT RETIREMENT INCOME PLAN

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, the City of Franklin sponsors a Public Works Defined Benefit Retirement Income plan; and

WHEREAS, a Public Health Emergency has caused a United State Equity market precipitous decline adversely affecting the assets of the Plan; and

WHEREAS, The City has agreed with the Plan custodian to maintain certain asset levels to secure benefits of the Plan for retired Public Works employees; and

WHEREAS, the City generated an unexpected \$1.3 million General Fund surplus for fiscal 2019 that moved the General Fund balance above the upper recommended limit per the City's Fund Balance policy; and

WHEREAS, the General Fund has sufficient resources to make a \$670,000 extraordinary contribution to the Public Works Defined Benefit Retirement Income Plan; and

WHEREAS, the Sanitary Sewer Fund has sufficient resources to make a \$175,000 extraordinary contribution to the Public Works Defined Benefit Retirement Income plan; and

WHEREAS, the Common Council believes it in the best long-term interests of the covered Public Works employees and the taxpayers of the City of Franklin.

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

Section 1 That the 2020 Budget for the General Fund be amended as follows:

Muni Buildings	Personnel Expense	Increase	\$40,000
Highway	Personnel Expense	Increase	\$630,000

Section 2 That the 2020 Budget for the Sanitary Sewer Fund be amended as follows:

Personnel Expense	Increase	\$175,000
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Section 3 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2020.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

Paul Rotzenberg

From: Eastvold, Tori <Eastvold.Tori.A@principal.com>
Sent: Thursday, April 2, 2020 10:16 AM
To: Paul Rotzenberg
Cc: Miller, Benjamin; Rasey, Bryan
Subject: RE: Benefit Index Call 455559 - Franklin

Good Morning Paul,

I hope you are well. Here are the updated benefit index numbers as of 04.01.2020. Currently assets are now exceeding the benefit index.

Total Assets: \$8,980,911.19
Benefit Index: \$8,572,458.09

409,000 Excess Assets

Effective 03.28.2020 interest rates increased which resulted in benefit index liabilities decreasing. That is reflected in the numbers above. As you know this is ever changing and I will keep you informed. If you have additional questions for me, please let me know.

Thank you,

Tori Eastvold | Client Service Manager
Retirement Client Services
Principal | Des Moines, IA 50309
Ph: 1.800.543.4015 ext. 24879
Fax: 866.704.3481

Classification: Customer Confidential

From: Paul Rotzenberg <PRotzenberg@franklinwi.gov>
Sent: Friday, March 27, 2020 9:43 AM
To: Eastvold, Tori <Eastvold.Tori.A@principal.com>
Cc: Miller, Benjamin <Miller.Benjamin@principal.com>; Rasey, Bryan <Rasey.Bryan@principal.com>
Subject: [External] RE: Benefit Index Call 455559 - Franklin

This will be bouncing around for a while, which I believe we both understand.

Our Council agenda are need by 9 am Fri morning – would you please mark your calendar for an update on Thurs morning – April 2?

Thanks

Paul Rotzenberg, CPA
Dir of Finance & Treasurer
City of Franklin, WI
414 427-7514

Paul Rotzenberg

From: Dana Zahn
Sent: Tuesday, March 17, 2020 4:09 PM
To: Paul Rotzenberg
Subject: FW: Benefit Index exceeds assets - Contract 455559

Please see below. Not sure if we have a payment scheduled soon???

Dana Zahn
Human Resources Coordinator
City of Franklin
414-427-7505

From: Tori Eastvold <eastvold.tori.a@principal.com>
Sent: Tuesday, March 17, 2020 4:08 PM
To: Dana Zahn <DZahn@franklinwi.gov>
Cc: rasey.bryan@principal.com; crandall.mark@principal.com
Subject: Benefit Index exceeds assets - Contract 455559

750,503 SHORT

Hi Dana,

I wanted to reach out to you today regarding City of Franklin's Defined Benefit plan. As of 03.16.2020 the benefit index is \$9,621,852.30 and the total assets of the plan were \$8,871,349.78. With the benefit index exceeding the assets, a deposit will need to be made to the plan.

If you have any questions regarding this or would like to schedule a time to talk through this, please let me know.

Thank you,

Tori Eastvold | Client Service Manager
Retirement Client Services
Principal | Des Moines, IA 50309
Ph: 1.800.543.4015 ext. 24879

Fax: 866.704.3481

ref:_00D61ZPjx._5004Nkd4SS:ref

-----Message Disclaimer-----

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Nothing in this message is intended to constitute an Electronic signature for purposes of the Uniform Electronic

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Apr 6, 2020
REPORTS & RECOMMENDATIONS	DIRECT STAFF TO APPLY FOR A FEMA GRANT AS A RESULT OF THE PUBLIC HEALTH EMERGENCY	ITEM NUMBER <i>M.11.</i>

Background

Both the Governor of Wisconsin and the President of the United States have declared a Public Health emergency. That declaration causes the City to be eligible to make claims upon Federal Emergency Management Administration (FEMA) thru the Wisconsin Department of Homeland Security for extra costs incurred as a result of the declaration. The application has a deadline of April 12, 2020.

Analysis

While the costs of the emergency as unknown as of this date, the City is dedicating resources (an ambulance unit serving all of Milwaukee County, jointly staffed by Franklin personnel and other Milwaukee County first responders, additional staff time, unusual supplies costs as well as incurring extraordinary employee sick benefits as a result of the emergency. Those costs are potentially recoverable from FEMA, but only if an application is timely filed by April 12, 2020.

COUNCIL ACTION REQUESTED

Motion directing the Director of Finance & Treasurer to file a timely application for Federal Emergency Management Administration disaster aid with the appropriate Wisconsin agency in relation to the Public Health Emergency declared earlier in March 2020.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04/06/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR OAKES ESTATES SUBDIVISION (AT APPROXIMATELY SOUTH 92ND STREET AND WEST WOELFEL ROAD) (MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>4.12.</i></p>

On March 19, 2020, the Plan Commission carried the following motion:

A motion to recommend approval of a Resolution conditionally approving a Final Plat for Oakes Estates subdivision (at approximately South 92nd Street and West Woelfel Road).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, a Resolution conditionally approving a Final Plat for Oakes Estates subdivision (at approximately South 92nd Street and West Woelfel Road), (Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 3-10-20]

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A
FINAL PLAT FOR OAKES ESTATES SUBDIVISION
(AT APPROXIMATELY SOUTH 92ND STREET AND WEST WOELFEL ROAD)
(MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES
ESTATES LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for Oakes Estates Subdivision, such plat being part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, more specifically, of the property located at approximately South 92nd Street and West Woelfel Road [the Preliminary Plat includes a 20 lot subdivision with 16 single-family residence lots and 4 outlots proposed for stormwater management (Outlots No. 1 and No. 4) and to accommodate wetlands and wetland buffer areas (Outlots No. 2 and No. 3), average lot size 0.79 acres (34,412 square feet) (R-3E zoning district requires a minimum of 0.57 acres per lot size (25,000 square feet)) [the subdivision plat connects South Cambridge Drive, from north to south and the plat connects South 92nd Street with Warwick Way, from west to east]], bearing Tax Key No. 754-9998-000, Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates 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 March 19, 2020, 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 Oakes Estates Subdivision, as submitted by Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates 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

MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC - FINAL
PLAT FOR OAKES ESTATES SUBDIVISION
RESOLUTION NO. 2020-_____

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. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the provision of public improvements reasonably necessary, respectively, and §§15-8.0101 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 Oakes Estates Subdivision; 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 Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates 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. Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, successors and assigns and any developer of the Oakes Estates 16 lot and 4 outlot single-family residential subdivision development shall pay to the City of Franklin the amount of all

MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC - FINAL
PLAT FOR OAKES ESTATES SUBDIVISION
RESOLUTION NO. 2020-_____

Page 3

development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Oakes Estates 16 lot and 4 outlot single-family residential subdivision 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.

7. The approval granted hereunder is conditional upon Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC and the Oakes Estates 16 lot and 4 outlot single-family residential subdivision development project for the property located at approximately South 92nd Street and West Woelfel 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 Oakes Estates 16 lot and 4 outlot single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
9. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.
10. The applicant shall submit a certification letter issued by the State of Wisconsin Department of Administration (DOA) to the Department of City Development prior to the recording of the Final Plat.
11. The applicant shall revise the Final Plat to address Milwaukee County Register of Deeds comments, prior to the recording of the Certified Survey Map.
12. The applicant shall address the Engineering Department comments in staff memorandum dated March 3, 2020, for Engineering Department review and approval, prior to the recording of the Final Plat.
13. Final Engineering Department approval of the grading, erosion control and storm water management plan is required prior to recording the Final Plat.
14. Final Engineering Department approval of sewer and water extensions is required prior to recording the Final Plat.
15. Pursuant to Sections 15-2.0303 and 15-8.0101 of the UDO, a Subdivision Development Agreement and associated letter of credit (to ensure the proper

MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC - FINAL
PLAT FOR OAKES ESTATES SUBDIVISION
RESOLUTION NO. 2020-_____

Page 4

furnishing, construction, and installation of required improvements), must be prepared by the applicant for review by the City Engineer and the City Attorney and approval by the Common Council, prior to recording of the Final Plat.

16. Prior to recording Final Plat, submit all documentation required per Section 15-7.0603 for City Attorney review.
17. The applicant shall submit a written conservation easement, for City staff review and Common Council approval. The conservation easement shall be recorded with the Milwaukee County Register of Deeds Office concurrently with recording of the Final Plat.

BE IT FURTHER RESOLVED, that the Final Plat of Oakes Estates Subdivision, 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 Oakes Estates Subdivision 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 _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of March 19, 2020****Final Plat**

RECOMMENDATION: Department of City Development staff recommends approval of this Final Plat request.

Project Name:	Oakes Estates Subdivision
General Project Location:	Approx. S. 92nd Street and W. Woelfel Road
Property Owner:	Maxwell J Oakes & Daniel D. Oakes – Oakes Estates LLC
Applicant:	Maxwell J Oakes & Daniel D. Oakes – Oakes Estates LLC
Current Zoning:	R-3E Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Single-family residential
Use of Surrounding Properties:	Single-family residential properties zoned R-3E and areas of natural resources zoned C-1.
Applicant's Action Requested:	Approval of Final Plat.

Please note:

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

INTRODUCTION:

The applicants, Maxwell Oakes and Daniel Oakes, filed an application for a Final Plat for the Oakes Estates single-family residential development. The Oakes Estates Subdivision is approximately 19.68 acres in area and consists of 16 lots and four outlots. The subdivision development includes connecting S. Cambridge Drive (north/south) as well as extending W. Warwick Drive west to connect to S. 92nd Street. The outlots primarily contain storm water management facilities and protected natural resource features. All lots are to be served by public sewer and water facilities.

The applicants submitted this Final Plat application on February 20, 2020. Pursuant to Wisconsin Statutes §236.11(2)(a), the approving authority (Common Council) shall take action within 60 days of application submittal unless a time extension is granted by the applicant. On March 3, 2020, City Development staff sent review comments to the applicant and scheduled this application to this March 19, 2020, Plan Commission meeting and April 6, Common Council. The 60-day review time frame will expire on April 20, 2020.

PROJECT DESCRIPTION AND ANALYSIS:

On March 3, 2020, City Development staff sent a memorandum to the applicant with 14 review comments, 13 of these items have been addressed. The applicant is requesting a deviation from condition No. 14 of Resolution 2019-7525, which states the following:

The subdivision plat shall be revised to depict the 30-foot storm water drainage easement outside of the 12-foot utility easement as part of the Final Plat application.

The applicant is proposing a 20-foot drainage easement on Lots 1 thru 4 instead of the 30-foot drainage easement as shown on the Preliminary Plat, as stated in letter by Mark Madsen dated March.

City Development Staff recommends approval of the requested deviation from Condition No. 14 of Resolution 2019-7525, to allow for a 20-foot drainage easement on Lots 1 to 4 and outside the existing 12-foot utility easement.

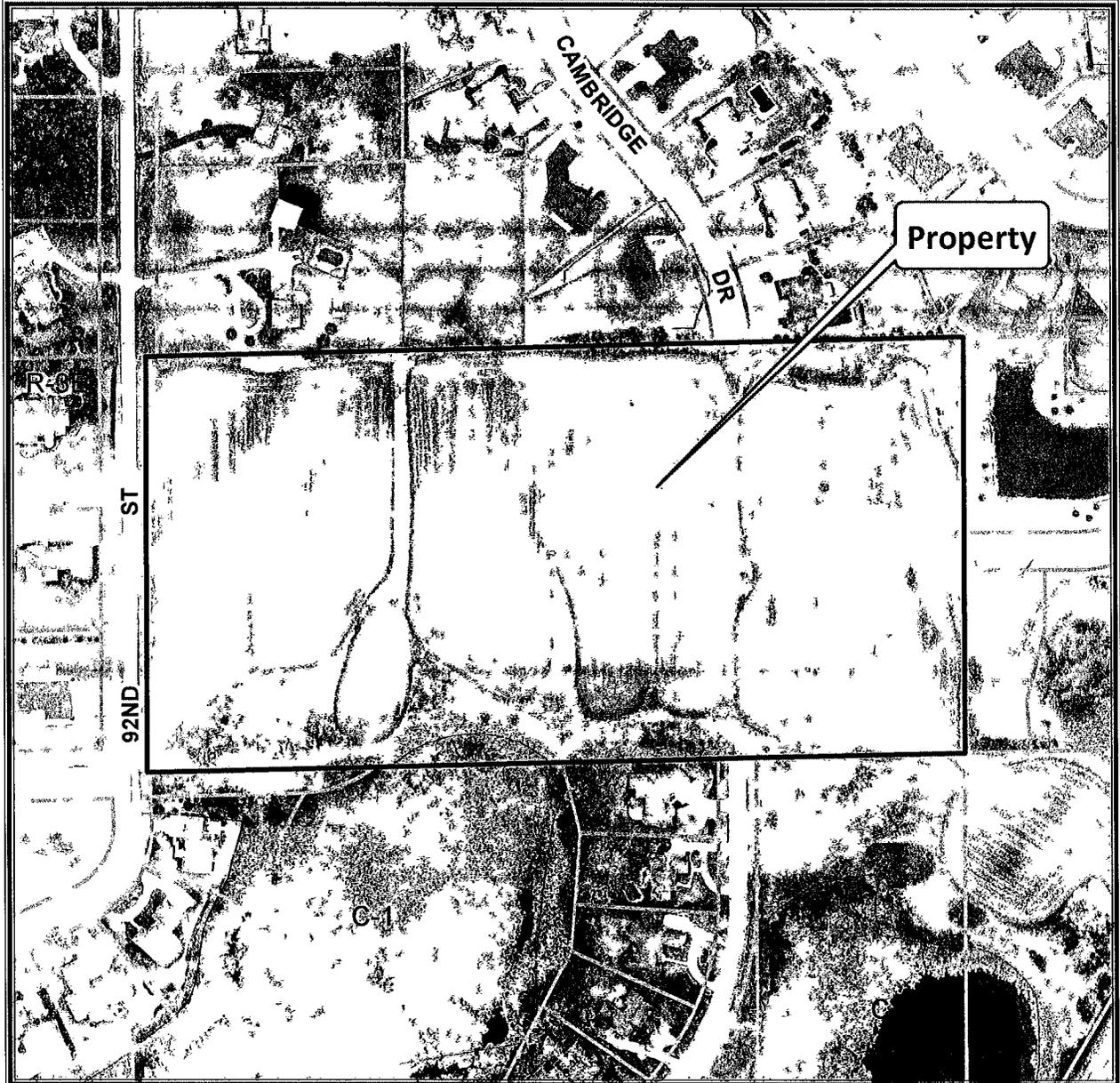
The Preliminary Plat was approved by the Common Council at their August 6, 2019 meeting via Resolution No. 2019-7525. This Resolution included 16 conditions of approval. In review of the Final Plat, Conservation Easement, and other documents provided, recommended conditions have been added to the Final Plat draft resolution. These conditions must be addressed prior to the recording of the Final Plat.

STAFF RECOMMENDATION:

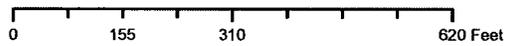
City Development Staff recommends approval of this Final Plat request, subject to conditions contained in the attached draft resolution.



TKN: 754 9998 000



Planning Department
(414) 425-4024

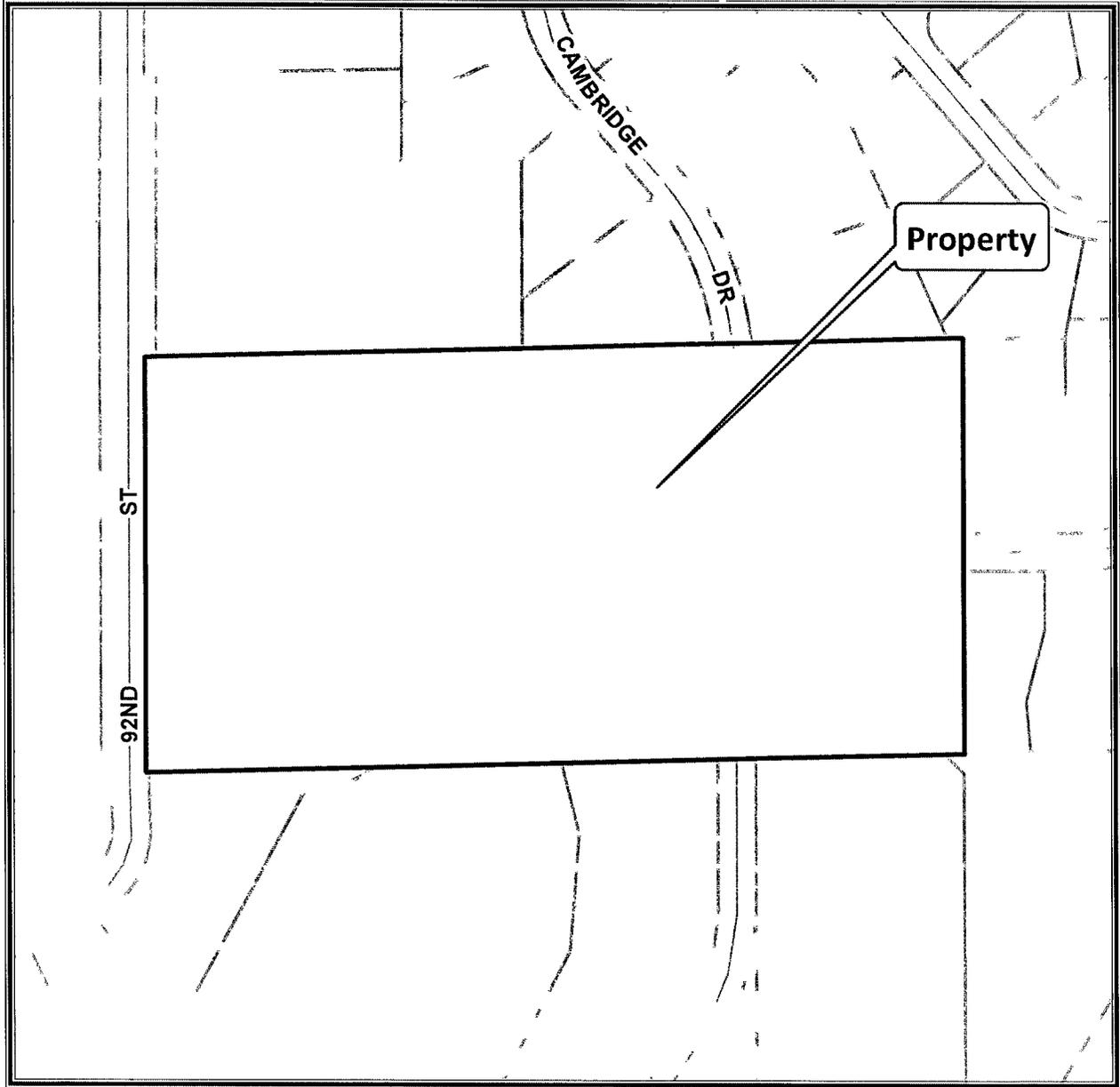


2019 Aerial Photo

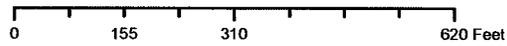
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



TKN: 754 9998 000



Planning Department
(414) 425-4024



2019 Aerial Photo

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

Oakes Estates Subdivision – Project Narrative

Oakes Estates LLC

2000 Oakes Road

Racine, WI 53406

Maxwell Oakes Owner

Daniel Oakes Owner

This document contains

- 1) Project Summary
- 2) Financial Plan for Project Implementation
- 3) Market Analysis

- 1) Project Summary – Oakes Estates LLC was created with the intention to purchase tax parcel 7549998000 legally described as S 20 ACS OF HALF OF NW 9 5 21 CONT 20 ACS That land will be herein referred to as Oakes Estates Subdivision The surrounding communities are zoned R3-E full of estate-like residences Currently there is a 20-acre farm field in the middle of these beautiful communities, with roads dead ending, not allowing traffic to flow through This land is an eye sore and it is only right to build another high-quality development like the rest of the communities Our intention is to build a subdivision that fits the existing zoning regulations and the surrounding subdivisions Oakes Estates Subdivision is not meant to be a standout community but to be the last missing piece of the puzzle Building this development would connect roads to allow access to municipal agencies such as police, fire, garbage, snow removal, and others to efficiently do their job within this community The proposed development will be composed of 16 single-family dwellings, two outlots that contain retention basins, and two outlots that contain wetlands protected by the Wisconsin DNR We are proposing to connect from East to West on W Warwick Way to curve slightly and meet W Grandview Ct at a 4-way intersection on South 92nd St and extend S Cambridge Drive South to meet S Cambridge Drive as the master plan for Franklin would call for Five of the lots will have fully exposed basements facing South to Southwest with the conservatory wetland in their back yard view, two of the lots in the Southeast portion of the development will have partially exposed basements facing East with a retention basin in their back yard view, and three of the lots in the Northeast portion of the subdivision will have partially exposed basements facing North to Northeast with Stone Hedge Subdivision retention basin in their back yard view The remaining six lots will have non-exposed basements, unless graded otherwise by future property owner, with their backyards facing North All of the lots in this subdivision consist of highly sought-after characteristics The average size of the sixteen (16) lots is .75 acres with the minimum lot size being .59 acres, and all frontages of lots are greater than 135 feet with the majority being greater than 150 feet Minimum lot size for R3-E zoning is .57 acres with 125 feet of frontage The covenants and restrictions written for this development were pulled from Wyndham Hills and Wyndham Ridge, two surrounding communities, and Whispering Woods, a community in Franklin near Tuckaway Country Club The construction of Oakes Estates subdivision would take 90-120 days and to be completed all in one phase We designed the master grading plan to be balanced as much as possible, meaning during

construction we plan to utilize as much onsite materials as possible so there is to be minimal haul-off of dirt. There would be additional dirt needed onsite and Oakes Estates will import clean fill to ensure the integrity of the soil during construction. Underground storm water and wastewater exist in the property and Oakes Estates would be installing the remaining system, as well as asphalt roadways and concrete curb and gutter per City of Franklin's construction specifications. General landscaping for the proposed development will be performed on the two outlots containing the retention basins, and the landscape plan would be seeding for grass and installing trees along the perimeter. There would be one monument sign in the outlot on the West entrance of the subdivision facing S 92nd St. Overall, Oakes Estates Subdivision is intended to fit in with the surrounding communities and not to disturb the estate-like feel throughout. Oakes Estates does not intend for the construction process to be disturbing to any of the surrounding neighbors and will have an open communication ensuring all neighbors are aware of the project status. The result of the development will be another successful, high-value community in the beautiful City of Franklin.

- 2) **Financial Plan for Project Implementation** – Oakes Estates Subdivision is a 20-acre development that will have 16 single family homes. Construction timeline for the development to be able to start selling the lots is roughly 90-120 days. We believe that the City of Franklin is a very sought-after community to live in, therefore, we believe that we can have all lots sold within the first two years. We estimate that each home value will range from \$700,000 to \$1,000,000 making the total value of the homes in the subdivision over \$11,200,000. The City of Franklin's net assessment value is about .023 so that equvalates to roughly \$257,600 in property taxes per year from these residences. The Declaration of Covenants and Restrictions clearly states high quality building materials. All homes must past an architectural board approved by Oakes Estates to ensure that the quality of homes and values of home match or exceed the surrounding communities.

3) Market Analysis – The demand for estate lots in the City of Franklin is high, and the current inventory of these lots is very low. There is a strong market for these R3-E lots and we have a very high confidence that there will be few issues selling these lots, especially since the lots exceed the R3-E minimum lot size requirements. We believe there won't be vacant lots over long periods of time, fulfilling the look of a successful community. Southeast Wisconsin is becoming one of the best areas to call home in Wisconsin with the City of Milwaukee expanding its footprint into the Menomonee Valley, the ever growing Third Ward, and many companies including Foxconn, Amazon, Komatsu, Harbo, and ULINE moving in and expanding. The City of Franklin always has been an outstanding place to live with amenities nearby that include, but not limited to The Shoppes at Wyndham Village Whitnall Park, Tuckaway Country Club, Muskego Lake, Innovative Health & Fitness, and many other local businesses that make up a very successful community. Also, with the highly anticipated Ballpark Commons entertainment district being built not too far away, that drives the value of all residences in this area up. We have already received multiple phone calls and emails from interested parties, and we have not advertised anything about the proposed development. Our Covenants and Restrictions we state that all construction for homes must be completed within 18 months. So, in all, we believe that initial construction will take 90-120 days, all 16 lots will be sold within two years after construction is completed, and 16 taxpaying residences will have completed homes 18 months after purchase. We believe in less than four years after Oakes Estates Subdivision is final approved all 16 lots will be 100% complete. In all, we believe that Oakes Estates Subdivision will have no issue selling out lots to residents that will contribute to the City of Franklin.



Nielsen Madsen Barber

March 6, 2020

Mr. Regulo Martinez-Montilva, ACIP
Associate Planner
Department of City Development
City of Franklin
9229 Loomis Road
Franklin, WI 53132

RE: Oakes Estates Subdivision – Final Plat
File No. 2018.0117.01

Dear Mr. Martinez-Montilva:

Regarding the final plat review comment No.5 of the attached City Development's Memorandum dated March 3, 2020, we have the follow explanation why we are proposing a 20 foot wide drainage easement on the Final Plat on Lots 1 thru 4 instead of the 30 foot drainage easement as shown on the Preliminary Plat.

The City of Franklin's Engineering Department required as part of their review comments for the development that the proposed drainage swale in the rear yards of Lots 1 thru 4 be relocated further South of the North line of the lots and out of the existing 12 foot wide Utility Easement.

NMB initially showed a 30 foot easement from the North Subdivision line to incorporate the proposed relocated drainage swale. This also overlapped with the existing 12 foot utility easement. We were then informed by the City's Engineering Department that the drainage easement could not overlap the existing utility easement. NMB then proposed a 20 foot wide easement to the south of the existing utility easement to incorporate the swale. The 20 foot easement matches the rest of the subdivisions drainage easement widths as required by the City.

Mr. Regulo Martinez-Montilva
Oakes Estate Subdivision
March 6, 2020

The proposed 20 foot drainage easement incorporates the proposed drainage swale as required by the City within the easement limits.

If you have any questions, please contact me.

Sincerely,



Mark R. Madsen, P.E., P.L.S.
President

CC: Max Oakes, Oakes Estates, LLC

File: g./2018 docs/2018.0117.01/correspondence/2018.0117.01 – Final Plat – Oakes Estates – Drainage Easement

MEMORANDUM

Date: March 3, 2020
To: Oakes Estates, LLC.
From: Department of City Development
RE: Application for Final Plat – Oakes Estates Subdivision

Staff comments are as follows for Final Plat application submitted on February 20, 2020, Oakes Estates Subdivision development located on property bearing Tax Key No. 754-9998-000.

City Development Department comments

1. As previously indicated, the installation of streets and utilities is required prior to approval of a Final Plat (see Section 15-2.0303A. of the UDO). Alternatively, an improvement guarantee may be provided per Section 15-2.0303B.

We have submitted all paperwork to engineering for approval.

2. Please add “West” to Warwick Way and Grandview Court on the Final Plat. Currently a street direction is not labeled.

Completed

3. The labels of the wetland buffer and wetland setback are incorrect. The label currently identifies the Wetland Setback as a “Buffer.” The City’s Unified Development Ordinance requires a 30-foot Wetland Buffer (i.e. No Touch) and a 50-foot Wetland Setback (i.e. No Build). Please label as such per Condition No. 9 of Resolution No. 2019-7525. Note that the condition indicates a 20-foot wetland setback; however, it is described as a 50-foot setback (from the wetland boundary) per the UDO, so it is recommended that the label match the UDO language.

Completed

4. Note that Condition No. 11 of Resolution No. 2019-7525 will remain as a condition of Final Plat approval. This condition states, “Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.”

Understood The monument sign will be designed and approved after final plat

5. Condition No. 14 of Resolution No. 2019-7525 requires that the plat depict the 30-foot drainage easement outside of the 12-foot utility easement. The drainage easement is now shown outside of the utility easement; however, the drainage easement was reduced to 20-feet. This easement must be both 30-feet and outside of the utility easement. Please revise accordingly.

This is a change from conditions Engineer supplied letter stating intention of the 20’ easement outside of the 12’ utility easement Please see letter for details

6. If it has not been done already, it is recommended that the U.S. Post Office be contacted regarding mailbox requirements. These requirements may not match language within the Protective Covenants and Restrictions document.

Contacted Waiting on details

7. Please make sure to update Exhibit A of the Covenants and Restrictions with the final, most up-to-date, Final Plat of the Oakes Estates Subdivision prior to recording.

Completed

8. Please add a “Conservation Easement Restrictions” note on the Final Plat per Condition No. 7 of Resolution No. 2019-7525. The note must state that the following is not allowed within the Conservation Easement area without written consent from the City of Franklin. Below is recommended language to summarize these restrictions.
 - a. Construct or place buildings or any structures
 - b. Construct or make any improvements, unless specifically approved by the Common Council, including, but not limited to animal and bird feeding stations, park benches, removal of animal or other blockage of natural drainage, and the like.
 - c. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees.
 - d. Conduct any filling, dumping, or depositing of any material.
 - e. Plant any vegetation not native to the protected property or not typical wetland vegetation.
 - f. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

Completed.

9. Below are comments related to the Conservation Easement document.
 - a. Note that according to Condition No. 6 of Resolution 2019-7525, the Conservation Easement must be recorded at the same time as the recording of the Final Plat, following approval of the easement by the Common Council.
 - b. Please review the tracked changes in the attached Conservation Easement document for recommended revisions. Note the following:
 - i. The document must be resubmitted with a map exhibit that illustrates the protected areas, similar to the easement area and line tables shown on the Final Plat. An Exhibit B was added as an example. The exhibit must be formatted to be completely legible and must show the West Shore Pipeline easement.
 - ii. In addition, the easement must include language incorporating the West Shore Pipeline Easement and all appropriate restrictions (see Condition Nos. 6 and 7 of Resolution No. 2019-7525). This has been added as a No. 4 to the Grantee’s rights.

Agreed and completed

Engineering Department comments

10. Must submit easement documents for review and approval.
Submitted 3/6/20
11. Must show the location of "DENOTES NO VEHICULAR ACCESS" on the plat as shown on the legend.
Updated plat as requested
12. On page 2 of 2, under the Surveyor's Certificate, remove the last phrase after Wisconsin Statutes to replace it with " and the Unified Development Ordinance - Division 15, of the City of Franklin in surveying, dividing and mapping the same."
Updated plat as requested
13. Change the Mayor's name from Steven to Stephen.
Updated plat as requested.
14. Engineering review has not yet been completed as Engineering is awaiting resubmittal from the developer. – Submitted 3/6/20

EXHIBIT "A"

Property Legal Description:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of the Northwest 1/4 of said Section 9; run thence N00°03'00"W, 659.57 feet along the West line of the Northwest 1/4 of said Section 9; thence N88°34'18"E, 1325.64 feet to the West line of Stone Hedge Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 14, 2005 as Document No. 09028234; thence S00°08'32"E, 659.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 9; thence S88°35'21"W, 1326.69 feet along the South line of the Northwest 1/4 of said Section 9 to the point of beginning of this description. Containing 874,719 square feet or 20.081 acres.

CONSERVATION EASEMENT

OAKES ESTATES SUBDIVISION

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Maxwell Oakes of Oakes Estates, LLC a Limited Liability Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, West ½ of the Northeast ¼ of Section 29, Township 5 North, Range 21 East, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, wetland buffers, wetland setbacks, and wetlands as depicted on Exhibit B, and referred to in the Natural Resource Investigation by TRC Environmental Corporation, dated March 29, 2019, with all applicable revision dates (dated June 2, 2019), which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by §700 40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62 23 and §236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over, and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement, and

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

WHEREAS, Citizen's Bank, mortgagee of the Protected Property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent"

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

Grantee's rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant
- 4 The West Shore Pipeline Easement extending through the Conservation Easement area as depicted on Exhibit B shall remain in affect and allowed access and disturbances per the terms of that easement agreement is allowed without any further approvals by the City As an essential service, any permitted disturbance of the Conservation Easement area

MORTGAGE HOLDER CONSENT

The undersigned, Citizen's Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written

Citizen's Bank
a Wisconsin Banking Corporation

By _____

Name _____

Title _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared name of officer of mortgagee, the (title of office, i.e VP) of (name of mortgagee), a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A

Property Legal Description

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows

Beginning at the Southwest corner of the Northwest 1/4 of said Section 9, run thence N00°03'00"W, 659.57 feet along the West line of the Northwest 1/4 of said Section 9, thence N88°34'18"E, 1325.64 feet to the West line of Stone Hedge Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 14, 2005 as Document No. 09028234, thence S00°08'32"E, 659.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 9, thence S88°35'21"W, 1326.69 feet along the South line of the Northwest 1/4 of said Section 9 to the point of beginning of this description. Containing 874,719 square feet or 20.081 acres.

Declaration of Covenants and Restrictions for Oakes Estates Subdivision

This Declaration of Covenants and Restrictions is made this 21 day of February, 2020 by Oakes Estates LLC (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of all the property described as follows:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows: Beginning at the Southwest corner of the Northwest 1/4 of said Section 9, run thence N00°03'00"W, 659.57 feet along the West line of the Northwest 1/4 of said Section 9; thence N88°34'18"E, 1325.64 feet to the West line of Stone Hedge Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 14, 2005 as Document No. 09028234, thence S00°08'32"E, 659.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 9; thence S88°35'21"W, 1326.69 feet along the South line of the Northwest 1/4 of said Section 9 to the point of beginning of this description. Containing 874,719 square feet or 20.081 acres.

WHEREAS, Declarant desires to subject the Property to the conditions, restrictions, covenants, reservations, and easements contained herein for the benefit of each owner of any part thereof and for the purpose to ensure the best use and most appropriate development and improvement of each lot within the Oakes Estates Subdivision; to protect the purchasers of lots against such use of surrounding lots as will detract from the residential value of their property; to guard against haphazard and inharmonious improvement of the lots and the erection thereon of unattractive or poorly designed or poorly proportioned structures; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within Oakes Estates Subdivision of attractive homes with appropriate locations thereof on the lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and, in general to comprehensively provide for a high type and quality of development in Oakes Estates Subdivision of attractive homes with appropriate locations thereof on the lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and, in general to comprehensively provide for a high type and quality of development in Oakes Estates Subdivision and thereby to preserve and enhance the values of investments made by purchasers of the lots therein.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I INTERPRETATION AND DEFINITIONS

The following words and terms used in this Declaration are defined as follows:

1.01 Association: Oakes Estates Homeowners Association, a Wisconsin non-stock corporation, its successors and assigns, which consists solely of the owners of homes and/or lots, as applicable, in the Oakes Estates Subdivision, Franklin, Wisconsin.

- 1.02 Board: The board of directors of the Association as constituted at such times according to the provisions of Article 5 herein below.
- 1.03 By-Laws: The By-Laws of the Association are set forth in Article VI herein below and may be changed or modified according to Article VI Section 13 hereof.
- 1.04 Common Areas: Those areas which are designated as common areas as shown on EXHIBIT A attached hereto, which include, but are not limited to outlots, storm water detention ponds and facilities; environmental areas, wet lands, entrance ways, private roadways, landscape buffers and all other areas designated as owned by the Association
- 1.05 Community Assessment: The expenses to administer the operation and maintenance of the Association, which includes those expenses as shown in the annual budget adopted by the Board and approved by the Association Such expenses include but are not limited to the expense for maintaining all Common Areas, including the entrance ways, landscape buffers, storm water management facilities and all other improvements involving the Common Areas, professional management expense and other professional fees incurred by the Board to operate the Association and such other expenses which are for the common benefit of all the Owners.
- 1.06 Declarant: The Declarant is Oakes Estates LLC, a Wisconsin LLC, its successors and assigns.
- 1.07 Declaration: shall mean and refer to the within instrument, together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other document as "Oakes Estates Subdivision Declaration of Covenants and Restrictions"
- 1.08 Dwelling Unit(s): A single family residence or home and all appurtenances thereto which is or will be situated on a subdivided lot in Oakes Estates Subdivision, Franklin, Wisconsin. A Dwelling Unit may sometimes be referred to as residence or premises which for purposes of this Declaration shall be included in the definition of Dwelling Unit.
- 1.09 Easements: All areas which are designated on the Final Plat or by separate easement documents filed and recorded with the Register of deeds Office of Milwaukee County.
- 1.10 Municipality: The City of Franklin, Wisconsin or its successors or any other political entity which may from time to time be empowered to perform the functions and duties vested in the City of Franklin as of the time of recording the Original Declaration and this Declaration.
- 1.11 Owner: A record owner, whether one or more persons, of fee simple title to a Dwelling Unit or Subdivided Lot, but excluding those who have merely a security interest in a Dwelling Unit or Subdivided Lot for the performance of an obligation.
- 1.12 Subdivided Lot: Those parcels of land as designated as single family lots in the Final Plat of Subdivision approved by the City of Franklin and recorded in the Register of Deeds Office of Milwaukee County, Wisconsin.
- 1.13 Voting Member: The Owner of a lot, whether one or more persons, shall be entitled to one vote per Subdivided Lot as more fully set forth in Article V below.
- 1.14 Oakes Estates Subdivision: For purposes of this Declaration, Oakes Estates Subdivision shall mean all of the subdivided lots and Common Areas, designated in the Final Plat of Subdivision for Oakes Estates Subdivision, situated in the City of Franklin, Milwaukee County, Wisconsin and recorded in the Register of Deeds Office of Milwaukee County, Wisconsin.

ARTICLE II PROPERTY RIGHTS

Section 1 Members Easements of Enjoyment Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions

- A. The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities and common services purposes.
- B. Existing easements and agreements of record.
- C. Easements referred to in this Declaration

Section 2. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens.

Section 3. Declarant's Reserved Rights Notwithstanding any provision herein to the contrary the Property Rights under this Article shall be subject to

- A. The right of the Declarant to execute all documents and take such actions and do such acts affecting the Property which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property. However, nothing contained herein shall authorize the Declarant to take any action that would diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area, or take any action that will affect title to any of the Lots after conveyance to third parties;
- B. Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, natural gas lines, sewer or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area;
- C. The Declarant shall have full rights of ingress and egress to and through, over and about the Common Area, during such periods of time as the Developer is engaged in any construction or improvement work on or within the Property, and shall further have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction; and
- D. The Declarant shall have full right to assign all of its right, title and interest in the Property both as Declarant and as a member of the Association to another party by the execution and recording of proper instruments.
- E. The Declarant shall have the right to add additional platted lots to the existing property and thereby make such additional platted lots be subject to all of the terms and conditions of this Declaration. The Declarant shall have the right to bring within this Declaration one or more additional subdivisions as future phases of the Development.

Section 4. No Dedication to Public Use Nothing contained within this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee ("Committee") for Oakes Estates Subdivision is hereby established. The Committee shall consist of no more than three members, as designated herein. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The members of the Committee shall be not entitled to compensation for services performed pursuant to this Declaration. The initial members of the Committee shall be appointed by the Declarant. The Declarant shall have the right to remove and replace members of the Committee, at its sole discretion, as long as the Declarant owns any vacant lot in the subdivision. At such time that all lots are sold by the Declarant, the Committee shall thereafter consist of the Board of Directors of the Owners Association, established herein. Notwithstanding the above, members of the Declarant shall act as the Committee and shall make all decisions concerning the approval of house plans involving the construction of the Dwelling Units on the subdivided lots.

No building, outbuilding or other structure, swimming pool, fence, wall, driveway, or any other such structure or improvement shall be constructed, erected, placed or altered on any lot in Oakes Estates Subdivision without the approval of the Committee. For such undertaking requiring the approval of the Committee, three surveys, which are dated and signed by surveyor and owner, three sets of plans, which are dated and signed by owner and designer, and a color board consisting of exterior colors and shingles, signed by owner (collectively, the "Plans") shall be submitted to the Committee (Attention: General Manager) for their review. If and when such plans are approved two surveys and two sets of plans shall be signed, dated by a representative of the Committee and returned to the lot owner as evidence of such approval, one copy of which shall be transmitted by the owner to the local building inspector, prior to obtaining the necessary building permits. Any changes or revisions required by the Committee shall be first made to the surveys and plans before approval is given. All approved surveys and plans must be strictly adhered to.

The Committee shall not be liable for actions taken or decisions made in good faith. The Committee may take in consideration such matters as the suitability of the proposed building, structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, view from other properties in the subdivision, and such other related matters which may have an aesthetic or environmental impact on other lots in the subdivision. All action taken by the Committee shall be final and conclusive as to all persons then or thereafter owning lots in the subdivision.

In addition to these restrictions, all construction shall comply with applicable zoning and building codes.

It is not intended that the Committee have full knowledge of or expertise in matters of zoning, building codes proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes and/or fail to properly handle drainage. In such event, it shall be the sole responsibility of the lot owner to have appropriate corrections made to the plans and submit the revised plans to the Committee for its approval prior to construction.

All Dwelling Units shall consist of natural materials such as wood, natural stone, brick, stucco, and/or cement fiber board or such similar materials. The soffits and fascia shall consist of wood and/or cement fiber board. Further, the Committee shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood and/or other types of siding as either may deem appropriate to preserve the architectural integrity and quality appearance of the buildings in the subdivision. No exposed poured concrete or concrete block over eight inches shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone. The roofs of all Dwelling Units shall have a minimum pitch of 8/12 with a minimum pitch on the porch and shed roofs of 10/12. The roofing of all houses shall consist of wood, tile, or fully dimensional asphalt shingles. In no event shall conventional shingles be permitted.

All residences shall include an attached garage with enough square footage to reasonably accommodate two and one half (2 ½) cars. Notwithstanding the foregoing, a garage with a capacity larger than three (3) cars may be allowed at the discretion of the Committee and provided that the garage does not appear larger than a three (3) car garage and the architectural integrity of the home and garage is otherwise maintained. All garages shall be equipped with automatic garage door openers for all overhead doors

Adjacent homes shall not have similar front elevations. Windows and dormers shall be required on all elevations to create a variation and dimension of the type of homes allowed in Oakes Estates Subdivision. The intention of Declarant is to prevent the construction of boxes or barren elevations. Full masonry or masonry clad fireplaces shall be required to be installed inside Dwelling Units

ARTICLE IV BUILDING, STRUCTURE AND CONSTRUCTION RESTRICTIONS

Section 1. Minimum House Size. The following are minimum required square footage requirements of living space for single family residences constructed in the Oakes Estates Subdivision:

- A. One Story houses shall have a minimum square footage of living space of not less than 2,400 square feet.
- B. Two-story shall have a minimum square footage of living space of not less than 2,800 square feet with a minimum of not less than 1,800 square feet of living space on the first floor.
- C. No bi-level houses shall be allowed in the subdivision.
- D. Dwelling Units shall not exceed 2 5 stories or thirty (30) feet in height, per City of Franklin for R3-E District Zoning. Building height is measured as follows.
 - a. The vertical distance measured from the curb level or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof in the case of a flat or slant roof, to the deck line of a mansard roof; and to the mean height level between eaves and ridge of a gable, or hip, or gambrel roof; provided that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade at the front of the building.

Living space is determined by outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls. The minimum square footage shall be determined as of the time of initial construction and shall not include unfinished areas, future additions or finished basements

The Committee, in their sole discretion, may grant approval for any house on any lot with square footage of up to ten percent (10%) less than the minimum required above, provided, however, in no event shall any house be constructed on any lot with square footage below the minimum standards established for R3E zoning classification in the City Franklin, Wisconsin.

Section 2. Landscaping. Owner shall seed or sod the front, side and back yards within 1 year of completion of the Dwelling Unit, weather permitting. Seed or sod shall be planted and properly protected and watered to produce lawn. Owner shall install one tree in the front yard and as indicated on the survey with a diameter of two inches within one year from the date of completion of the Dwelling Unit. The owner shall be required to build concrete walks and driveways within one year of the completion of the Dwelling Unit.

Section 3. Construction of Residence. The residence shall be completed within eighteen (18) months of the date of commencement of construction. If an owner fails to complete the residence within eighteen (18) months of the date of commencement of construction, Declarant and the Association (jointly and severally) shall have the right to pursue all remedies available at law or in equity against the owner to enforce completion of the residence.

Section 4 Construction of Other Improvements. The construction of outbuildings and other ancillary improvements (including, without limitation, any type of fencing) will be permitted, provided the construction of such improvements are approved by the Committee and the City of Franklin prior to the commencement of work involving such improvements. Notwithstanding the above, no fencing greater than seventy-two (72) inches in height, shall be allowed to be built in the Oakes Estates Subdivision. There shall be no above-ground swimming pools permitted within the subdivision. All outbuildings and ancillary structures must be constructed of similar material and similar colors as the Dwelling Unit, or as otherwise approved in writing by the Committee.

Section 5. Nuisances and Waste. No noxious or offensive activities shall be carried on upon any lot or out lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner shall commit waste.

Section 6. Storage. No outside storage of boats, motorcycles, snowmobiles, all-terrain vehicles, trailers, tractors or other paraphernalia shall be permitted on any Subdivided Lot.

Section 7. Animals and Livestock. No animals may be raised, bred, or kept on any lot or outlot except that cats, dogs, or other household pets may be kept on a lot providing they are not kept, bred, or maintained for any commercial purposes.

Section 8. Lamp Posts and Mail Boxes. Each lot owner shall install a lamp post and mail box, which shall be installed at the lot owner's expense prior to the date of issuance of the occupancy permit. Said lamp post and mail box shall be located as determined by the Committee. Style of said lamp post and mail box is not standardized but will be reviewed by Committee. It is suggested that lamp post and mail box styles stay consistent with surrounding subdivisions.

Section 9. No sign of any kind shall be displayed to the public view on any Lot, except one sign advertising the Lot for sale, or signs used by a building contractor to advertise the property during the construction period or by the Developer to advertise the Property during the construction and sale of the homes, or as approved by Developer. Dish antennae of more than twenty-four (24) inches in diameter for the reception of satellite transmissions may not be erected within the subdivision, unless they are not visible from any roadways or streets within the subdivision.

Section 10. Storm Water Management. The City of Franklin and the Declarant have entered into a Storm Water Maintenance Agreement, which is recorded with Milwaukee County Register of Deeds Office and by this reference made a part hereof. It is understood that the Storm Water Maintenance Agreement requires the Association to maintain all storm water ponds and facilities according to best management practices and pursuant to applicable Ordinances of the City of Franklin. The best management practices include the maintenance of all storm water facilities, including sediment removal, if necessary, and all other improvements and vegetation provided to control the quantity and quality of storm water all according to Section 15-8.0600 of the City of Franklin Unified Development Ordinance.

Section 11. Lot Grading. To avoid a substantial increase in surface water drainage onto adjoining Lots, all landscaping shall provide for adequate drainage of storm and surface water toward adjoining streets or rear yard, in accordance with the Subdivision's Master Site Grading Plan, and away from adjoining Lots if natural drainage on the Lot is to be or has been altered by grading or landscaping by any Lot Owner.

Section 12. Each Lot Owner shall be responsible for compliance with the grading plans prepared by the Developer, which designate the manner in which each Lot shall drain in relation to all other Lots in the Subdivision and the grade elevation of the Home to be constructed thereon. At the time a building permit is requested, the grade elevation for each Home shall be obtained from the city building inspector, and the

Home shall be constructed accordingly, and from that time forward nothing shall be done that impedes or obstructs the drainage in accordance with such plan

Section 13. If fill is necessary on a Lot to obtain the proper topography and finished ground elevation, such fill shall be free of waste material and shall not contain noxious or hazardous materials. Any dumping of fill material shall be leveled immediately after completion of any Home or Improvement. If required by the City, a fill permit shall be obtained prior to dumping such fill.

Section 14. Developer hereby reserves easement rights over all Lots for a period of five (5) years from the date of execution of this Declaration of Restrictions for the purpose of correcting any drainage problems within or associated with the subdivision, including grading, removal of trees and shrubbery, and other similar actions. This reservation of easement creates a right for Developer to correct any drainage problems, but not an obligation to do so.

Section 15 Each Lot Owner shall be responsible for repairing any damage to and removing any debris from the roadways, ditches, and utilities within the Subdivision caused by such Lot Owner or such Lot Owner's contractors or subcontractors. Each Lot Owner shall use only such Lot Owner's own Lot for construction purposes. Any damage caused as herein described shall be charged to the Lot Owner causing such damage.

Section 16. Each Lot, including all front, side, and rear yards, and each Home and Improvement shall be maintained by the Lot Owner so as to be in good repair and neat in appearance when viewed from any street or other Lot. No brush piles, trash, or unnatural accumulations of debris shall be stored, accumulated, or located on any Lot. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush to the extent permitted by the city and county. Developer may, but shall not be obligated to, improve any areas of the Subdivision with grass or plantings or to cut grass or foliage growing in a natural environment.

Section 17. Residential Use Each Dwelling Unit shall be used only as a residence, provided that no Owner shall be precluded from using the Dwelling Unit for purposes of conducting an in-home business, provided such activity does not create a nuisance to other Owners and such use is permitted by the ordinances of the City of Franklin.

Section 18 Rules and Regulations. The Board of Directors may adopt such rules and regulations which they deem necessary to promote the use, occupancy and enjoyment of the Common Areas for the welfare of all the Owners in the Oakes Estates Subdivision. Such rules and regulations shall only be effective and binding upon the Owners (i) after notice of such rules is received, and (ii) two third (2/3's) of the Owners vote to approve the adoption thereof.

ARTICLE V BUILDING SET BACKS

Section 1. Building Set Backs It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific lot.

Therefore, the minimum building offsets (unless otherwise noted on the plat) are:

50 feet from the street property lines; 15 feet from the side property lines,

30 feet from all rear property lines; and

40 feet from all corner side yard, setbacks.

In addition to the above, all Dwelling Units shall be built within the building pad designated for such lot as set forth on the subdivision plat. No existing trees with a diameter of four (4) inches or more and a height of four (4) feet or more shall be cut down, destroyed, mutilated, moved or disfigured, without the approval of the Committee.

ARTICLE VI OAKES ESTATES HOMEOWNERS ASSOCIATION

Section 1 **Creation and Purpose.** An unincorporated association ("Association") made up of those persons who are Owners, whether one or more persons or entities, of the fee simple title to any lot situated in Oakes Estates Subdivision is hereby created for purposes of: (a) managing and controlling the common affairs of Oakes Estates Subdivision; (b) owning, managing, controlling, and maintaining any Common Areas in Oakes Estates Subdivision as set forth in the plat and including but not limited to maintaining the storm water detention basins and facilities and Common Area green space; and (c) performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Oakes Estates Homeowners Association."

Section 2. **Initial Committee/Term.** The Association shall be governed by a three-member committee, hereinafter referred to as the "Board" which shall be solely responsible for the activities of the Association. The initial members of the Board shall be appointed by the Declarant. To qualify as a member of the Board, a person must be either an Owner or a duly designated officer, agent or representative of an Owner. The term of the initial members of the Board shall commence at the date this Declaration is recorded and continue until the earlier of the commencement of construction of all of the lots in Oakes Estates Subdivision or until the Declarant determines to relinquish its membership or any part thereof of the Board. Declarant shall have at least one member on the Board as long as, Declarant is the owner of at least one lot in Oakes Estates Subdivision.

Section 3. **Initial Funding.** Declarant shall establish a working capital fund equal to two months of the Association Dues. Said amount shall be collected from a Buyer each time a lot and/or home in the Oakes Estates Subdivision is sold and paid to the Association for the specific purpose mentioned herein below. The working capital fund shall be used to meet unforeseen expenditures and any amount paid into the working capital fund shall not be considered as advance payments of regular assessments. While Declarant is in control of the Association, Declarant shall not use any part of the working capital fund to defray its expenses or construction costs or to make up any budget deficits. When control is transferred to the Association, the working capital fund shall be accounted for and transferred to the Association for deposit into the reserve fund. The Declarant shall have no authority to use the working capital fund for any expenditures related to Declarant's obligations to complete the subdivision, including any landscaping required to be installed by the City of Franklin

Section 4. **Board Members Terms.** After the initial members have been replaced as provided herein, the term of office of any Board member shall for a period of two (2) years from the date of such Board member holds office. If any Board member shall die, resign, be unable to act or cease to be qualified as a member, the unexpired term of such member shall be filled by special election of the Association.

Section 5. **Voting.** Declarant and every record owner of a lot in the Oakes Estates Subdivision shall be a member of the Association. Each Owner (whether the lot is owned singularly or collectively) shall be entitled to one ill vote in the affairs of the Association for each lot owned.

Section 6. Meetings. All meetings of the Board shall be open to all Owners and shall be held not less than three (3) days prior to written notice to all Owners. Two (2) members of the Board shall constitute a quorum. Actions of the Board shall be taken by majority vote of the members of the Board. The Board shall call a meeting of all Owners of the Association no less than one (1) time per calendar year.

Section 7. Board Duties. The Board shall have the following duties:

- A. To provide for the maintenance of improvements in the Common Areas and outlots; including the perpetual maintenance of all storm water drainage and detention and retention facilities located in the Common Areas which shall be maintained to the same standards to which they were constructed pursuant to the Ordinances of the City of Franklin and according to the terms and conditions of the Storm Water Maintenance Plan filed with the City of Franklin;
- B. To establish dates and procedures for the election of members to the Board,
- C. To promulgate operating procedures for the conduct of the Association's and Board's affairs;
- D. To enforce the terms, conditions and restrictions contained in the Declaration according to the terms thereof; and
- E. Establish and maintain an Architectural Control Committee subsequent to the initial Architectural Control Committee established and controlled by the Declarant as herein defined. Such Architectural Control Committee shall consist of three (3) persons appointed by the Board. No Owner of a vacant lot (except Declarant) shall have the right to serve on the Architectural Control Committee. Upon delegation by the Declarant's authority under this Declaration, the Architectural Control Committee shall have all of the rights and obligations of the Declarant.

Section 8. Board Powers. The Board shall have the following powers:

- A. Take such action as may be necessary to cause the Common Areas and outlots to be maintained, repaired, landscaped and kept in good, clean and attractive condition, including the perpetual maintenance of all storm water drainage and detention and retention facilities located in the Common Areas which shall be maintained to the same standards to which they were constructed pursuant to the Ordinances of the City of Franklin and the Storm Water Maintenance Plan filed herein;
- B. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder;
- C. To levy and collect assessments in accordance with the provisions of Section 9 hereunder; and
- D. To do anything or take any action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under this Declaration.

Section 9. Assessments. The Board shall levy and collect assessments in accordance with the following:

- A. The Owner of each lot shall be subject to a general annual charge or assessment ("General Assessment") equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro-rata share of an Owner of a Subdivided Lot shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be sixteen (16). Said costs shall include, but not be limited to: repairs, plantings, replacements and additions to the improvement made to Common Areas and outlots, the perpetual maintenance of all storm water drainage facilities according to the terms mentioned above, equipment; materials, labor, management and supervision thereof, and all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the power to levy an assessment against any individual Owner to: maintain said Owner's Subdivided Lot in accordance with the reasonable

standard of the subdivision and/or the failure of such Owner to comply with the terms, conditions, and restrictions contained in this Declaration

- B. The Board shall have the power to levy a Special Assessment as provided for below to pay expenses other than those expenses incurred for the operation of the community as provided for in the General Assessment or build up reserves. Any Special Assessment shall be levied against all Dwelling Units in equal shares. No Special Assessment shall be adopted without an affirmative vote of at least two thirds (2/3's) of the votes of the Owners upon whom the Special Assessment is levied against and only those Owners whom the Special Assessment is levied against are entitled to vote. The Board shall serve notice to all Owners of the Special Assessment by a statement in writing giving the specific purpose and reasons for the Special Assessment in sufficient detail required by a reasonable person to make a determination of whether the Special Assessment is needed, including the amount of the Special Assessment is sufficient detail required by a reasonable person to make a determination of whether the Special Assessment is needed, including the amount of the Special Assessment, terms of payment of the Special Assessment and all other such details. All Special Assessments collected herein shall be segregated in special account and used only for the specific purpose set forth in the notice and for no other purpose.
- C. The Board shall serve notice to all Owners of the General Assessments and Special Assessments by a statement in writing that shall be approved at a duly convened meeting of the Board.
- D. Written notice of an Assessment shall be personally delivered to each Owner or by delivery by regular mail addressed to the last known address of such Owner.
- E. Assessments shall be due and payable on or before thirty (30) days after mailing or personal delivery of the notice or at the time specified for payment of the assessment as set forth in the notice, whichever ever time is greater.
- F. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid in full and such unpaid Assessments, and the interest thereon, shall constitute a continuing lien on the Subdivided Lot against which is assessed until paid in full. The Assessment and interest thereon shall also be a personal obligation of any current or subsequent Owner of the lot against which the Assessment was made
- G. The Board may record a document with the Register of Deeds in Milwaukee County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such lien notice shall not impair the validity of the lien. All recording and attorney fees related to any such document for the collection of an Assessment shall be borne by the affected Owner.
- H. Any lien of the Association may be foreclosed by suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Owner shall be responsible for all the Association's costs in collecting the Assessment, including but not limited to attorney's fees.

Section 10. Limitations. During the initial term of the Board, the Board shall not have the power to make improvements to the Common Areas without the express written approval of the Declarant. After the initial term of the Board, the Board shall have no authority to make additional improvements costing in excess of Five Thousand Dollars (\$5,000.00) without the consent of seventy five percent (75%) of the Owners

Section 11. Board Liability. Members of the Board shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistaken judgment or negligence. The Association shall indemnify and hold the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees incurred in connection with any suit or other action relating to the performance of their duties hereunder.

Section 12. No Waiver. Failure of the Association, Board, or or the Committee to enforce any of terms, covenants, conditions, or restrictions contained in this Declaration, shall not be deemed to be a waiver of the rights to do so or any acquiescence to that violation or any subsequent violation.

Section 13. Amendments. No amendment or modification, repeal or termination of this Declaration shall be valid unless in writing and signed by two thirds (2/3) of the Owners. Unless otherwise provided in such amendment or modification, this Declaration shall be considered to be amended only to the minimal extent necessary to give effect to this Declaration and the other terms and conditions of this Declaration shall continue with full force and effect.

Section 14 Initial Members of the Committee. The Declarant shall appoint or elect the initial members of the Board prior to the first sale of a Subdivided Lot to an Owner other than the Declarant or an affiliate of the Declarant. Until such time, the Declarant may act on behalf of the Association.

Section 15. Notwithstanding anything to the contrary set forth in the Declaration: (i) is not a member of the Association, nor shall be construed to be a member of Association; (ii) no fees, assessments, charges or liens shall be imposed on or levied against its assigns, successors in interest, or any successor owner of the Property, or the Property (as defined herein), nor shall its assigns, successors in interest, or any successor owner of the Property have any liability or obligation therefore as a result of this Declaration or otherwise; and (iii) the Declaration shall not burden or encumber, nor be construed to burden or encumber, all or any portion of the Property.

ARTICLE VII MAINTENANCE OF COMMON AREAS

Section 1. Easements. The Association shall have the right and authority from time to time to grant easements, licenses, or concessions with regard to any portion of all of the Common Areas and Easements and for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder including without limitation the right to grant easements for utilities, the right to grant public access to the Common Areas and Easements, or any other purpose which the Board deems to be in the best interests of the Owners Any proceeds from the easements, licenses, or concessions with respect to the Common Areas shall be used to offset the expenses of the Association.

Section 2. Maintenance. The following maintenance, repairs, and replacements shall be furnished by the Association as a Common Area Expense.

- A. Maintenance of trees, shrubs, flowers, grass, and other landscaping on the Common Areas and Easements,
- B. Maintenance, repair and replacement of all monument signs, entrance features and other improvements located in the Common Areas and Easements,
- C. Maintenance, repair and replacement of all storm water facilities and associated structures located in the designated Common Areas and Easements as required by the Storm Water Maintenance Plan filed with the City of Franklin.

Section 3. Professional Management. The Declarant has determined that it is in the best interests of the Owners to hire a professional management company to assist in the daily management of the affairs of the Association. In this regard the management company shall act on behalf of the Board of Directors to manage the maintenance of the Common Area and Easements; collect assessments; assist in the preparation of the budgets; send out notices and to conduct such other necessary business on behalf of the Association with the consent of the Board.

ARTICLE VIII ENFORCEMENT

Section 1 Creation of Right. The Declarant hereby covenants and the Owners by acceptance of a deed of conveyance of a Subdivision Lot and/or Dwelling Unit, (whether or not such conditions are expressed in said deed or other conveyance) shall be bound by the terms and conditions of this Declaration, including the specific obligation to pay to the Association all charges made with respect to the operation of the Association, as a community assessment or such special assessments as may be from time to time be approved under the terms and conditions hereof. All such assessments, together with any interest thereon and reasonable costs of collection, including reasonable attorney's fees incurred in the collection of such assessments shall be a lien upon the Dwelling Unit and/or Subdivided Lot against which such assessment is made and shall be a personal obligation of the Owner of the Dwelling Unit and/or Subdivided Lot at the time the assessment becomes due.

The lien or personal obligation shall be in favor of and shall be enforced by the Association.

Section 2 Non-Payment of Assessments. All assessments which are not paid to the Association when due shall be deemed delinquent. All assessments which are delinquent for more than thirty (30) days from the due date shall carry interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less, from the date the assessment is due until said assessment is paid. The Association may bring an action against the Owner to collect the delinquency and/or enforce and foreclose any lien which it has or which may exist for its benefit. Each Owner shall be charged an assessment and is obligated to pay such assessment by reason of such Owners ownership in the Dwelling Unit or Subdivision Lot and no Owner may waive his or her obligation to such assessments for any reason, including the non-use of the Common Areas.

Section 3 Board Action. In the event of a violation or breach of this Declaration by an Owner or any rules or regulations adopted under the terms hereof, which such violation or breach may be cured or abated by affirmative action, then the Board, upon the expiration of 10 days from the date of receipt of written notice to the Owner shall have the right, but not the obligation to enter upon the Dwelling Unit where the violation or breach exists to remove or rectify the violation or breach, at such Owners expense. If the violation or breach occurs inside the Dwelling Unit, then the Board can only enter the Dwelling Unit upon Court Order.

Section 4 Remedies. The Board are entitled to bring any lawful action either or both deem necessary to enforce the provisions of this Declaration, including but not limited to injunctive relief, foreclosure or any other action in law or equity in the name of the Association and/or against any person or persons violation or attempting to violate any of the provisions of this Declaration, included in such action shall be the payment of reasonable attorney's fees and cost of enforcement incurred by the Association, , or both in connection with such enforcement action.

Section 5 Enforcement by Owners. The enforcement provisions of this Declaration and any rules and regulations adopted by the Association hereunder may be pursued by any aggrieved Owner against such person or persons violating or attempting to violate any provisions hereunder. In an award for any damages, including injunctive relief the aggrieved Owner shall be entitled to reasonable attorneys fees and costs of litigations incurred to enforce such provisions.

ARTICLE IX GENERAL PROVISIONS

Section 1 Government Restrictions. The Declarant, its successors and assigns and all parties hereafter having an interest in the Property, are subject to all rules, codes, regulations and ordinances of the City of Franklin, Milwaukee County, State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event of a conflict between the requirements of these restrictions and any provision of any Municipal, County, State or Federal Government, the more restrictive provisions shall apply.

Section 2. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 3. Amendments. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years. From that date these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 4. Notices. Any notice sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when (i) mailed, postage prepaid to such Owners last known address as it appears on the records of the Association at the time of such mailing, or (ii) when the notice is personally delivered to such Owner's Dwelling Unit.

Section 5. Declarant hereby declares that pursuant to Sections 706.09 and 893.33 of the Wisconsin Statutes: (i) the provisions of this Declaration are to be extended beyond the applicable time period set forth in the statute; and (ii) Declarant from time to time, file of record the proper instrument for the purpose of extending the terms stated herein beyond the statutory period so that such covenants, conditions, and restrictions are not terminated.

IN WITNESS WHEREOF, this Declaration of Restrictions is executed by Oakes Estates, LLC, as Developer and Declarant, as of the date first written above.

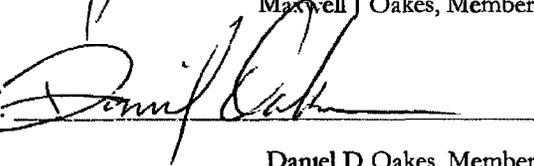
Oakes Estates, LLC.

By



Maxwell J Oakes, Member

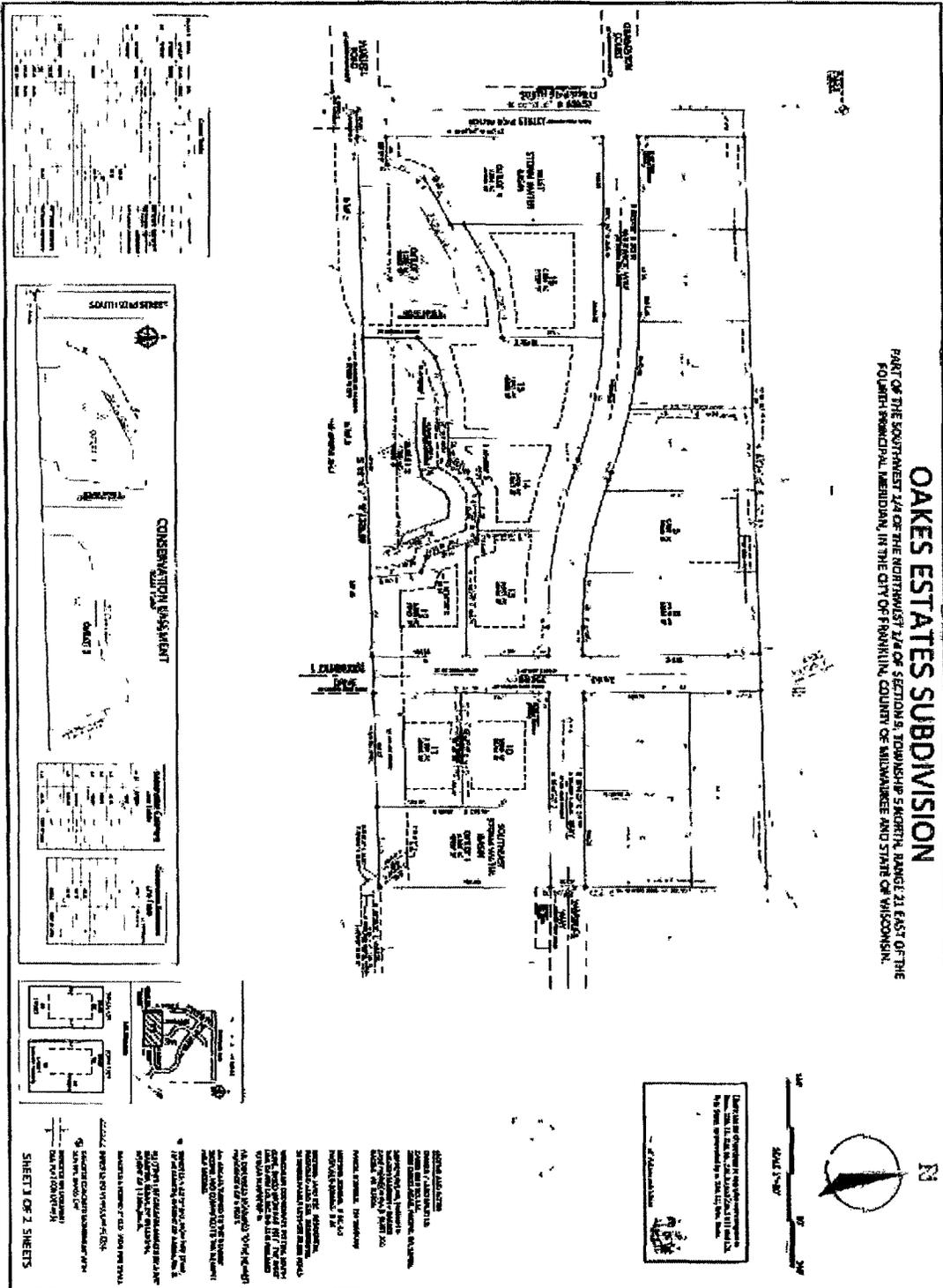
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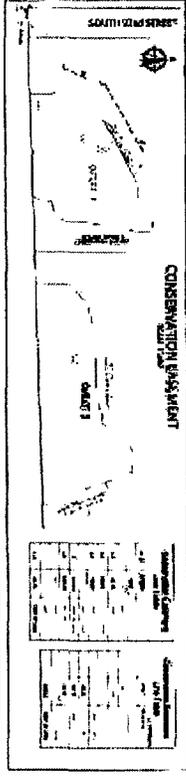
Daniel D Oakes, Member

EXHIBIT A

OAKES ESTATES SUBDIVISION
 PART OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 21 EAST OF THE
 FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.



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CONSERVATION EASEMENT

1. The easement is located in the area shown on the map.

2. The easement is for the purpose of conserving natural resources.

3. The easement is subject to the terms and conditions set forth in the easement agreement.

4. The easement is to be held in trust for the benefit of the public.

5. The easement is to be managed in accordance with the conservation plan.

6. The easement is to be maintained in a state of natural preservation.

7. The easement is to be free from any artificial structures or improvements.

8. The easement is to be subject to the jurisdiction of the appropriate government authority.

9. The easement is to be subject to the laws and regulations of the State of Wisconsin.

10. The easement is to be subject to the laws and regulations of the City of Franklin.

11. The easement is to be subject to the laws and regulations of the County of Milwaukee.

12. The easement is to be subject to the laws and regulations of the United States of America.

13. The easement is to be subject to the laws and regulations of the State of Wisconsin.

14. The easement is to be subject to the laws and regulations of the City of Franklin.

15. The easement is to be subject to the laws and regulations of the County of Milwaukee.

16. The easement is to be subject to the laws and regulations of the United States of America.

17. The easement is to be subject to the laws and regulations of the State of Wisconsin.

18. The easement is to be subject to the laws and regulations of the City of Franklin.

19. The easement is to be subject to the laws and regulations of the County of Milwaukee.

20. The easement is to be subject to the laws and regulations of the United States of America.

SHEET 1 OF 2 SHEETS

[April 2019 updated version]

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

OAKES ESTATES SUBDIVISION

FEBRUARY 2020

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____, 2020, by and between Oakes Estates, LLC, a Limited Liability 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 Three Hundred Sixty Five Thousand Seven Hundred Eight 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 \$1,365,708.51, 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 Improvements 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 Improvements 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 0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain 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 _____
[Subdivider/Entity]

By: _____
Name: _____
Title _____

Party of the First Part

STATE OF WISCONSIN)
)ss
_____ COUNTY)

Personally came before me this ____ (day) of _____, 2020, 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).

Name printed _____
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

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]**

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
[OAKES ESTATES SUBDIVISION]

LEGAL DESCRIPTION OF SUBDIVISION

Property Legal Description:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of the Northwest 1/4 of said Section 9; run thence N00°03'00"W, 659.57 feet along the West line of the Northwest 1/4 of said Section 9; thence N88°34'18"E, 1325.64 feet to the West line of Stone Hedge Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 14, 2005 as Document No. 09028234; thence S00°08'32"E, 659.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 9; thence S88°35'21"W, 1326.69 feet along the South line of the Northwest 1/4 of said Section 9 to the point of beginning of this description.

Containing 874,719 square feet or 20.081 acres.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>
--

Description of improvements required to be installed to develop the Oakes Estates 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
[OAKES ESTATES SUBDIVISION]

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 OAKES ESTATES SUBDIVISION

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)	288,800.00
Sanitary System	201,192.00
Water System	119,125.00
Storm Sewer System	134,250.00
Paving (including sidewalk)	190,290.00
Street Trees (59 x \$400/lot)	23,600.00
Street Lights (1)@ approximately \$5,000/ea	5,000.00
Street Signs	1,733.95
Underground Electric, Gas and Telephone	60,000.00
Storm Water Management	2,000.00 / Month
SUBTOTAL	1,035,990.95
Engineering/Consulting Services	50,000.00
Municipal Services (7% of Subtotal)	72,519.37
Contingency Fund (20% of Subtotal)	207,198.19
TOTAL	1,365,708.51

Total: One Million Three Hundred Sixty Five Thousand Seven Hundred Eight and 51/100 Dollars

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

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
OAKES ESTATES SUBDIVISION

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin for one (1) 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 W Warwick Way and S Cambridge Drive 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 an 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 8-inch diameter water main on W Warwick Way from the existing water main located at the future intersection of W Warwick Way and S Cambridge Drive of the Subdivision. The City shall reimburse to the Subdivider 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 W Warwick Way and S Cambridge Drive 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) All traffic shall enter the site from S 92nd St

17 The Subdivider shall provide for the connection to the existing water main, storm water, and sanitary utilities and install any necessary curb and gutter and pavement

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]

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

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04/06/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A DIVISION OF A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (ANUP K. KHULLAR, 5100 LLC, APPLICANT) (AT 5112 WEST RYAN ROAD)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>M.13.</i></p>

At the March 19, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of this Resolution conditionally approving a 2 lot Certified Survey Map with the following additional conditions:

- The applicant shall submit a site plan or revised Certified Survey Map depicting the previously approved telecommunication tower and setbacks from the lot line between lots 1 and 2, for Department of City Development review and approval, prior to the recording of the Certified Survey Map.
- The applicant shall provide information from the Wisconsin Department of Transportation (WisDOT) regarding setbacks and access management standards along Ryan Road and revise the Certified Survey Map as necessary, for Department of City Development review, prior to the recording of the Certified Survey Map.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2020-_____, conditionally approving a 2 lot Certified Survey Map, being a division of a part of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Anup K. Khullar, 5100 LLC, applicant) (at 5112 West Ryan Road)

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A DIVISION OF A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (ANUP K. KHULLAR, 5100 LLC, APPLICANT) (AT 5112 WEST RYAN ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a division of a part of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 5112 West Ryan Road, bearing Tax Key No. 882-9999-002, Anup K. Khullar, 5100 LLC, applicant; 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 Anup K. Khullar, 5100 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 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

ANUP K. KHULLAR, 5100 LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 2

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. Anup K. Khullar, 5100 LLC, successors and assigns, and any developer of the Anup K. Khullar, 5100 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 Anup K. Khullar, 5100 LLC and the 2 lot certified survey map project for the property located at 5112 West Ryan Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. Pursuant to Unified Development Ordinance §15-9.0309.D, the applicant shall submit a Natural Resource Protection Plan, or a letter from a qualified professional stating that no natural resources require protection, for Department of City Development review and approval, prior to the recording of the Certified Survey Map.
7. Upon preparation of the Natural Resource Protection Plan, the applicant shall submit a conservation easement for all protected natural resources that may be present in the subject property, for Common Council review and approval, prior to the recording of the Certified Survey Map.
8. The Landscape Plan for the bufferyard easement areas shall be subject to review and approval by the Department of City Development, prior to the recording of the Certified Survey Map.
9. The applicant shall submit a landscape bufferyard easement, for Common Council review and approval, prior to the recording of the Certified Survey Map.
10. The applicant shall revise the Certified Survey Map to address the Engineering Department comments in the Staff Memorandum dated January 3, 2020, for Engineering Department review and approval, prior to the recording of the Certified Survey Map.

ANUP K. KHULLAR, 5100 LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 3

11. The applicant shall submit a site plan or revised Certified Survey Map depicting the previously approved telecommunication tower and setbacks from the lot line between lots 1 and 2, for Department of City Development review and approval, prior to the recording of the Certified Survey Map.
12. The applicant shall provide information from the Wisconsin Department of Transportation (WisDOT) regarding setbacks and access management standards along Ryan Road and revise the Certified Survey Map as necessary, for Department of City Development review, prior to the recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, 5100 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 owner, 5100 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 _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

NO.	DATE	REVISIONS

Architects
5565 S. 25th Street
Milwaukee, WI 53221
414-897-4723
lvc9300@gmail.com

Vision

Engineers

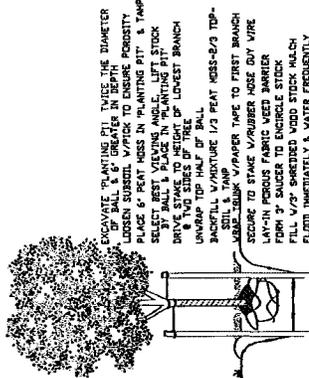
GENERAL LANDSCAPE REQUIREMENTS
DETAILS

ANUP KHULLAR MAP
CERTIFIED SURVEY MAP
5112 W. Ryan Road
Franklin, WI

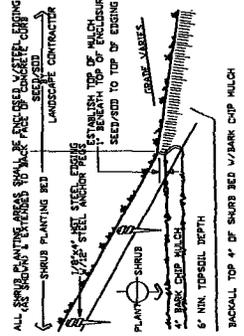
DATE 03-20-2020
ISSUED FOR
L101

GENERAL LANDSCAPE REQUIREMENTS

- A. PHYSICAL CONTAINMENT OF LANDSCAPED AREAS. ALL LANDSCAPED AREAS LOCATED WITHIN OR ADJACENT TO A PARKING AREA, OR ADJACENT TO A PUBLIC STREET OR SIDEWALK, SHALL BE PHYSICALLY CONTAINED BY A CURB OR CONCRETE CURB WITH A 2" HIGH, 4" WIDE CURB (I.E. THROUGH USE OF CONTINUOUS CONCRETE CURBING, BALDWIN TIES, HEADERS, OR DERESSED CONSTRUCTION).
- B. ARTIFICIAL LANDSCAPE MATERIALS. ARTIFICIAL TREES, SHRUBS, TURF OR PLANTS SHALL NOT BE PERMITTED AS LANDSCAPING.
- C. GROUND COVER. THE USE OF LANDSCAPE FABRICS UNDER ALL AREAS LANDSCAPED WITH PERENNIALS AND ANNUALS IS RECOMMENDED TO PREVENT WEED GROWTH.
- D. IRRIGATION. PERMANENT ON-SITE OUTSIDE WATER SUPPLY (UNDERGROUND OR DRIP IRRIGATION, HOSE BBS ETC.) THAT PROVIDES COMPLETE COVERAGE TO ALL NEW LIVING LANDSCAPED AREAS IS REQUIRED. WATERING SYSTEMS SHALL BE DESIGNED TO WATER ALL PLANTS AND TREES. IRRIGATION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL CITY ACCESS DRIVES, SIDEWALKS, BUILDINGS AND PUBLIC STREETS. IF HOSE BBS ARE USED, THEY MUST BE LOCATED WITHIN 100 FEET OF ANY LANDSCAPED AREAS.
- E. LOCATION. NEW VEGETATION SHALL BE SELECTED, PLANTED, AND MAINTAINED SO THAT AT LEAST 75% OF THE PLANTING AREA SURVIVES THROUGH THE FIRST YEAR AFTER PLANTING. INTERSECTIONS, AND WILL NOT CAUSE DAMAGE OR UPHEAVAL OF SIDEWALKS AND PAVEMENT INSTALLATION.
- F. INSTALLATION. LANDSCAPING AND WATERING DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN PRIOR TO ISSUANCE OF A ZONING PERMIT. THE CITY ENGINEER SHALL REVIEW AND APPROVE THE LANDSCAPE PLAN. THE CITY ENGINEER SHALL REFUSE APPROVAL OF ANY PROJECT NOT MEETING THE PROVISIONS OF THIS SECTION.
- G. RETURN OF FINANCIAL SURETY WHEN IT IS DETERMINED THAT THE LANDSCAPING AND WATERING SYSTEMS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS, THE CITY SHALL RETURN THE SURETY TO THE APPLICANT.
- H. MAINTENANCE.
 1. RESPONSIBILITY FOR MAINTENANCE.
 - a. MAINTENANCE OF ALL LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER, LESSEE, HIRER, ASSIGNS, AGENTS, HOMEOWNERS ASSOCIATION, OR OTHER LIABLE ENTITY UNLESS OTHERWISE SPECIFIED IN WRITING. MAINTENANCE SHALL INCLUDE WEEDING, FERTILIZING, REMOVAL AND REPLACEMENT OF IRRIGATION SYSTEMS, AND ARCHITECTURE FEATURES.
 - b. THE OWNER OR LIABLE ENTITY IN CONTROL OF ANY PRIVATE PREMISES SHALL AT ALL TIMES MAINTAIN THE PREMISES FREE OF LITTER AND WEEDS.
 2. LANDSCAPE PHASING. FUTURE BUILDING PADS WITHIN A PHASED DEVELOPMENT SHALL BE MAINTAINED IN A 100% TREE CONDITION RECEIVED WITH PROPOSAL.
 3. PLANT REPLACEMENT. ANY PLANT MATERIALS INCLUDED IN AN APPROVED LANDSCAPING PLAN THAT DO NOT SURVIVE A PLANT ESTABLISHMENT PERIOD OF TWO YEARS AFTER INSTALLATION SHALL BE REPLACED WITHIN THE SAME PERIOD. REPLACEMENT SHALL BE OF THE SAME SIZE WITHIN THE NEXT PLANTING SEASON, BUT IN ANY EVENT WITHIN SIX MONTHS OF THE PLANT'S DEATH. SAID REPLACEMENT SHALL BE MADE BY THE PROPERTY OWNER OR IN WRITING BY THE HOMEOWNERS ASSOCIATION. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR SAID REPLACEMENT UNDER THE CONTROL OF A HOMEOWNERS ASSOCIATION, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE OF SAID REPLACEMENT.



TREE PLANTING DETAIL
PLANT SIZES SPECIFIED ARE MINIMUM ACCEPTABLE



SHRUB PLANTING BED SECTION
PLANT SIZES SPECIFIED ARE MINIMUM ACCEPTABLE



EVERGREEN PLANTING DETAIL
PLANT SIZES SPECIFIED ARE MINIMUM ACCEPTABLE



SHRUB PLANTING DETAIL
PLANT SIZES SPECIFIED ARE MINIMUM ACCEPTABLE

Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	2.220	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	-	.124 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	-	0 acres
STEP 4:	In the case of "Site Intensity and Capacity Calculations" for a proposed residential use, subtract (-) the land proposed for nonresidential uses, or In the case of "Site Intensity and Capacity Calculations" for a proposed nonresidential use, subtract (-) the land proposed for residential uses	-	0 acres
STEP 5:	Equals "Base Site Area"	=	2.096 acres

91,297 SF

§ 15-3.0503 Calculation of the Area of Natural Resources to Be Protected.

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 § 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%	0.60	0.40	X _____
				= _____
	20-30%	0.75	0.70	X _____
			= _____	
	+ 30%	0.85	0.80	X _____
			= _____	
Woodlands & Forests.	Mature	0.70	0.70	X _____
				= _____
	Young	0.50	0.50	X _____
			= _____	
Lakes & Ponds	1	1	1	X _____
				= _____

Franklin
MAK 172020
City Development

BASE SITE AREA
Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	1.291	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	- .233	acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	- 0	acres
STEP 4:	In the case of "Site Intensity and Capacity Calculations" for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of "Site Intensity and Capacity Calculations" for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	- 0	acres
STEP 5:	Equals "Base Site Area"	= 1.058	acres

46,086 SF

§ 15-3.0503 Calculation of the Area of Natural Resources to Be Protected.

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 § 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 _____ = _____
20-30%	0.65	0.75	0.70	X _____ = _____
+ 30%	0.90	0.85	0.80	X _____ = _____
Woodlands & Forests:				
Mature	0.70	0.70	0.70	X _____ = _____
Young	0.50	0.50	0.50	X _____ = _____
Lakes & Ponds	1	1	1	X _____ = _____

ANUP KHULLAR
CERTIFIED SURVEY MAP

5112 W. Ryan Road

LOT 1

$$\text{GROSS FLOOR AREA RATIO (GFAR)} = \frac{\text{BLDG. GROSS FLOOR AREA}}{\text{BASE SITE AREA}} = \frac{15,639 \text{ SF}}{91,297} = .171$$

$$\text{NET FLOOR AREA RATIO (NFAR)} = \frac{\text{BLDG. GROSS FLOOR AREA}}{\text{BUILDABLE SITE AREA}} = \frac{15,639 \text{ SF}}{64,318} = .243$$

$$\text{LANDSCAPE SURFACE RATIO (LSR)} = \frac{\text{LANDSCAPED SURFACE}}{\text{BASE SITE AREA}} = \frac{38,050 \text{ SF}}{91,297} = .4167$$

LOT 2

$$\text{GROSS FLOOR AREA RATIO (GFAR)} = \frac{\text{BLDG. GROSS FLOOR AREA}}{\text{BASE SITE AREA}} = \frac{0 \text{ SF}}{46,086} = 0$$

$$\text{NET FLOOR AREA RATIO (NFAR)} = \frac{\text{BLDG. GROSS FLOOR AREA}}{\text{BUILDABLE SITE AREA}} = \frac{0 \text{ SF}}{40,933} = 0$$

$$\text{LANDSCAPE SURFACE RATIO (LSR)} = \frac{\text{LANDSCAPED SURFACE}}{\text{BASE SITE AREA}} = \frac{49,444 \text{ SF}}{46,086} = 1.07$$



Architects
Engineers

5565 S. 25th Street
Milwaukee, WI 53221
Cell: (414) 897-4723
tycj9900@gmail.com

§ 15-5.0301 Applicability.

- Landscaping Required Landscaping is required for on-lot landscaping, street bufferyards, peripheral bufferyards, and in off-street parking areas and in areas where vegetative mitigation (see § 15-4.0103 of this Ordinance) is required. The area and/or length of each, as required herein must be measured in order to determine the amount of landscaping required
- Exemptions and Modifications. All developments shall meet the provisions of this Division except as specifically exempted below
 1. Residential Development on Existing Lots of Record in the A-1, R-1, R-1E, R-2, R-3, R-3E, R-4, R-5, R-6, R-7, and VR Districts Residential development on existing lots of record in the A-1, R-1, R-1E, R-2, R-3, R-3E, R-4, R-5, R-6, R-7, and VR Districts as of the date of the adoption of this Ordinance.
 2. Additions to Existing Buildings Where the Total Floor Area is not Increased More than 10%. Additions to existing buildings where the total floor area is not increased more than 10% of the existing total floor area.
 3. Additions to Buildings Which Increase Overall Building Area From 10 to 50%. Additions to buildings which increase their overall building area from 10 to 50% shall conform to the landscaping standards set forth in this Division reduced by up to 30%.
 4. Floodplain and Wetland Areas. Areas located within the FW, FC, FFO, and SW Districts are exempt from the landscaping requirements set forth in this Division
- Bufferyards to Ameliorate Nuisances Between Certain Adjacent Zoning Districts. A bufferyard is a combination of a setback and a visual buffer or barrier, and is a yard or area together with the planting and/or landscape structure required thereon. The amount of land, the type of planting, and the amount of planting specified for each bufferyard requirement of this Ordinance are designed to ameliorate nuisances between certain adjacent zoning districts. Bufferyards are also designed to ensure a desired character along public streets and roads,
- Bufferyards Required to Separate Different Zoning Districts. Bufferyards shall be required to separate different zoning districts from each other. Bufferyards function to eliminate or minimize potential nuisances such as dirt, litter, noise, glare of lights, signs, and unsightly buildings or parking areas, or to provide spacing to reduce adverse impacts of noise, odor, or danger from fires or explosions.

§ 15-5.0302 Minimum Landscape Standards.

- Standard Plant Units. All landscaping requirements are stated in terms of the number of standard plant units required This Section defines the standard plant unit and its definitions of this Section The following Table 15-5.0302 specifies the plant unit requirements.

Table 15-5.0302
Minimum Number of Standard Plant Units

Multi-Family	Planting Size	Minimum Quantity
Type		
Canopy/Shade Tree	2.5 inch caliper	1.5 per dwelling unit
Evergreens	4 feet tall	1 per dwelling unit
Decorative Trees	1.5 inch caliper	1 per dwelling unit
Shrubs	3 feet tall	3 per dwelling unit

43 PARKING SPACES

Commercial, Office, Institutional and Similar Uses	Planting Size	Minimum Quantity
Type		
Canopy/Shade Tree	2.5 inch caliper	1 per 5 provided parking spaces
Evergreens	4 feet tall	1 per 5 provided parking spaces
Decorative Trees	1.5 inch caliper	1 per 5 provided parking spaces
Shrubs	3 feet tall	1 per 5 provided parking spaces

Manufacturing (Industrial)

MEMORANDUM

Date: March 17, 2020
To: Plan Commission
From: Department of City Development
RE: Recommendation to reject the Certified Survey Map (CSM) request submitted by Anup Khullar.

On March 17, 2020, the applicant submitted additional information, including: Site intensity and capacity calculations, Landscape Surface Ratio (LSR) and Floor Area Ratio (FAR) calculations, and Landscape Plan. It is noted that the submittal deadline for these materials was March 9, 2020.

This recent submittal addresses two of the five reasons for denial: Landscape Surface Ratio (LSR) and Floor Area Ratio (FAR) calculations, as noted in the report presented to the Plan Commission at its February 20, 2020, meeting.

Staff is recommending to reject the CSM request for the reasons outlined in the February 20, 2020, Plan Commission report, specifically # 3, 4 and 5.

However, if the City wishes to approve the proposed CSM, staff recommends several conditions of approval contained in the attached draft resolution dated March 17, 2020:

- Condition No. 6 has been removed, because the applicant submitted the LSR and FAR calculations.
- Condition No. 9 has been amended. Due to late submittal of the Landscape Plan, said plan is subject to review and approval by the Department of City Development.

Régulo Martínez-Montilva, AICP
Associate Planner - Department of City Development

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED
SURVEY MAP, BEING A DIVISION OF A PART OF THE SOUTHEAST 1/4 OF
THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(ANUP K. KHULLAR, 5100 LLC, APPLICANT)
(AT 5112 WEST RYAN ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a division of a part of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 5112 West Ryan Road, bearing Tax Key No. 882-9999-002, Anup K. Khullar, 5100 LLC, applicant; 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 Anup K. Khullar, 5100 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 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

ANUP K. KHULLAR, 5100 LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 2

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. Anup K. Khullar, 5100 LLC, successors and assigns, and any developer of the Anup K. Khullar, 5100 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 Anup K. Khullar, 5100 LLC and the 2 lot certified survey map project for the property located at 5112 West Ryan Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
- ~~6. Pursuant to Unified Development Ordinance Table 15-3.0303, the applicant shall submit Landscape Surface Ratio (LSR), Gross Floor Area Ratio (GFAR) and Net Floor Area Ratio (NFAR) calculations, for Department of City Development review and approval, prior to the recording of the Certified Survey Map.~~
7. Pursuant to Unified Development Ordinance §15-9.0309.D, the applicant shall submit a Natural Resource Protection Plan, or a letter from a qualified professional stating that no natural resources require protection, for Department of City Development review and approval, prior to the recording of the Certified Survey Map.
8. Upon preparation of the Natural Resource Protection Plan, the applicant shall submit a conservation easement for all protected natural resources that may be present in the subject property, for Common Council review and approval, prior to the recording of the Certified Survey Map.
9. The Landscape Plan for the bufferyard easement areas shall be subject to review and approval by the Department of City Development, prior to the recording of the Certified Survey Map. [amended]
10. The applicant shall submit a landscape bufferyard easement, for Common Council review and approval, prior to the recording of the Certified Survey Map.

ANUP K. KHULLAR, 5100 LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 3

11. The applicant shall revise the Certified Survey Map to address the Engineering Department comments in the Staff Memorandum dated January 3, 2020, for Engineering Department review and approval, prior to the recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, 5100 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 owner, 5100 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 _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

MEMORANDUM

Date: March 13, 2020
To: Plan Commission
From: Department of City Development
RE: Recommendation to reject the CSM request OR to table subject to written time extension to be provided by the applicant.

At its February 20, 2020, the Plan Commission carried *a motion to table this land division request, subject to signature by the applicant of a time extension for additional 30 days* . The applicant, Anup Khullar, granted such time extension which expires on March 21. City Development staff has not received revised application materials nor a written time extension as of writing of this Memorandum.

On March 10, 2020, staff sent e-mail communication to the applicant informing that the applications materials have not been received by the submittal deadline and offering available Plan Commission meetings subject to a time extension.

Staff is recommending to reject the CSM request for the reasons outlined in the February 20, 2020, Plan Commission report.

OR

Staff would recommend to table this item as long as the applicant provides a written time extension prior or during the Plan Commission meeting.

Régulo Martínez-Montilva, AICP
Associate Planner - Department of City Development



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of February 20, 2020

Certified Survey Map

RECOMMENDATION: Department of City Development staff recommends denial of this Certified Survey Map (CSM) request.

Project Name:	Anup Khullar Certified Survey Map
General Project Location:	5112 W Ryan Road
Property Owner:	5100, LLC
Applicant:	Anup Khullar. 5100, LLC
Agent:	James Schneider
Current Zoning:	B-3 Community Business District
2025 Comprehensive Plan:	Commercial
Use of Surrounding Properties:	Single-family residential properties zoned as B-2 General Business district to the north and west. A vacant lot zoned B-1 Neighborhood Business District is located to the east. To the south, the Franklin Business Park is across Ryan Rd.
Applicant's Action Requested:	Approval of Certified Survey Map (CSM).

Please note.

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

INTRODUCTION:

This Certified Survey Map (CSM) would divide one (1) existing lot into two (2) proposed lots. The subject property is approximately 3.78 acres and is located in the intersection of two arterial roads, 51st Street and Ryan Road. The proposed Lot 1 would be 2.49 acres in size and is currently used as "Andy's" gas station, Lot 2 would be 1.29 acres and is currently vacant but a Special Use for a telecommunication tower has been previously approved.

The applicant submitted a Certified Survey Map (CSM) application on November 7, 2019. Pursuant to Wisconsin Statutes §236.34(1m)(f), the approving authority shall take action within 90 days of application submittal unless a time extension is granted by the applicant. On January 3, 2019, City Development staff sent review comments to the applicant and tentatively scheduled this application to the January 23, 2020, Plan Commission meeting. The applicant granted two time extensions to schedule this application for this February 20, 2020, Plan Commission meeting, and the March 3, Common Council meeting.

PROJECT DESCRIPTION AND ANALYSIS:

The applicant stated that the proposed Lot 1 is for the existing gas station and Lot 2 is intended for future development, the applicant did not provide information about the proposed land use

for Lot 2. On June 18, 2019, the Common Council adopted Resolution 2019-7512 imposing conditions for the approval of a 125-foot telecommunication monopole tower in the northwest corner of proposed Lot 2, this project is currently as the building permit stage.

Staff is recommending denial of this Certified Survey Map request for the following reasons:

1. **Landscape Surface Ratio (LSR).** The Unified Development Ordinance (UDO) table 15-3.0303 requires a minimum 0.4 LSR for properties located in the B-3 zoning district. The applicant did not provide these calculations requested in staff memorandum dated January 3, 2020. Without these calculations, it is not possible to determine compliance.
2. **Floor Area Ratio (FAR).** The applicant did not provide Gross Floor Area Ratio (GFAR) and Net Floor Area Ratio (NFAR) calculations. As stated above, these calculations are required to determine compliance with UDO table 15-3.0303.
3. **Natural Resource Protection Plan (NRPP).** The applicant did not provide a NRPP or a letter from qualified personnel stating no natural resources. The applicant stated that a NRPP would be provided at the time of future of development. Pursuant to UDO §15-9.0309.D, the NRPP is a requirement for Certified Survey Maps.

Other reasons for denial, which are not specific requirements of the UDO include:

4. The applicant did not provide information on how the previously approved telecommunication tower would fit within this proposed Certified Survey Map. Setbacks and easements may be required between the telecommunication tower and any future development in Lot 2
5. The applicant did not provide information from the Wisconsin Department of Transportation (WisDOT) regarding setbacks and access management standards along Ryan Road.

STAFF RECOMMENDATION:

City Development Staff recommends denial of this Certified Survey Map (CSM) for the reasons stated above. However, if the City wishes to approve the proposed CSM, staff recommends several conditions of approval contained in the attached draft resolution.

With regards to staff review comments sent on January 3, 2020, some of the items have been addressed while others have not been addressed and are outlined in the attached resolution for consideration of the Plan Commission.

STAFF SUGGESTION:

The following condition is not included in the attached resolution:

- The applicant shall submit a cross-access easement between lot 1 and lot 2, for Department of City Development and Engineering Department review and approval. Upon approval, the easement shall be recorded with the Milwaukee County Register of Deeds Office.

MEMORANDUM

Date: January 3, 2020
To: Anup Khullar
From: City of Franklin, Department of City Development
RE: Application for Certified Survey Map (CSM) – 5112 W Ryan Road

Please be advised that the Department of City Development has reviewed the Certified Survey Map (CSM) application submitted by Anup Khullar on November 7, 2019.

Certified Survey Map (CSM), as required by the UDO.

1. Pursuant to the Unified Development Ordinance (UDO) Section 15-0702, please provide the following:
 - A. **Existing features.** Outer boundaries of parking areas and drives.
 - B. **Setbacks, shore buffers, wetland buffers, wetland setbacks, and building lines.** All required setbacks shall be graphically indicated in the CSM. Please add parking and driveway setbacks and wetland buffers and setbacks (if wetlands are present).
 - C. **Easements.** Delineation of easements in the subject property.
 - F. **Existing and Proposed Contours.** Existing and proposed contours at vertical intervals of not more than two feet.
 - P. **Location of Proposed Deed Restrictions, Landscape Easements, and/or Conservation Easements.** If natural resources are present, as described in Division 15-4.0100 of the UDO. It is recommended that said natural resources be located within conservation easements and outlots. Conservation easement template is attached.
 - Q. "Natural Resource Protection Plan", and "Landscape Plan" for any landscape bufferyard easement areas.
2. It is noted that 51st Street and Ryan Road are considered arterial roads. Per UDO Section 15-5.0102, a Landscape Bufferyard Easement is required along property lines abutting an arterial road. The minimum landscape buffer width is 30 feet. Please provide a landscape plan and a landscape bufferyard easement (template attached). Additionally, the following note should be added to face of the CSM:

"Landscape Bufferyard Easement: This strip is reserved for the planting of trees and shrubs; the building of structures hereon is prohibited."
3. The landscape plan should comply with the requirements set forth in UDO Division 15-7.0301.
4. Per UDO Section 15-5.0201, please add required 30-foot vision triangles along both driveways. As previously noted, 51st Street and Ryan Road are considered arterial roads, so the required vision triangle at this intersection shall be 60 feet.

B-3 Community Business District standards, as required by the UDO.

5. The subject property is located in the B-3 Community Business District, in order to determine compliance with the district standards set forth in the Unified Development Ordinance (UDO) table 15-3.0303, please add the following information:
 - A. Landscape Surface Ratio (LSR), Gross and Net Floor Area Ratio calculations (GFAR and NFAR) for proposed lots.
 - B. Parking and driveway setbacks.
 - C. If wetlands are present, wetland buffer and wetland setback.

Common Council Resolution No. 2019-7512.

6. On June 18, 2019, the Common Council adopted Resolution 2019-7512 imposing conditions for the approval of a 125-foot telecommunication monopole tower in the northwest corner of proposed Lot 2. The resolution describes a 30 foot wide ingress/egress and utility easement and a 10 foot wide utility easement, these easements are not depicted in the CSM, please clarify.
7. Must revise the project narrative to explain how the previously approved cell tower fits with this CSM, i.e. will the tower still be built? If so, there will likely be additional setbacks, additional easements, additional access easements, etc. between the tower and any new development.
8. Staff recommends a site plan be prepared so at a minimum all required setbacks between the previously approved cell tower and the proposed new lot line can be verified.

Additional City Development Department Comments

9. Should revise the project narrative to explain what type of future development is proposed or anticipated.
10. Staff recommends that all required plans be provided at this time (prior to Plan Commission submittal) including Natural Resource Protection Plan and Landscape Plan. Staff further recommends that these plans be detailed plans appropriate for detailed review and comments. Failure to provide all such plans will likely lead to significant delays in final reviews and approvals, and may sometimes result in further revisions of plans such that additional Plan Commission and/or Common Council approvals will be required.
11. Does the applicant want shared parking to be allowed between the two lots? If so, staff recommends a shared parking easement between lot 1 and lot 2.
12. Staff recommends a cross access easement between lot 1 and lot 2.
13. Please contact the Wisconsin Department of Transportation for the minimum required setbacks and access management standards along Ryan Road.

Engineering Department Comments

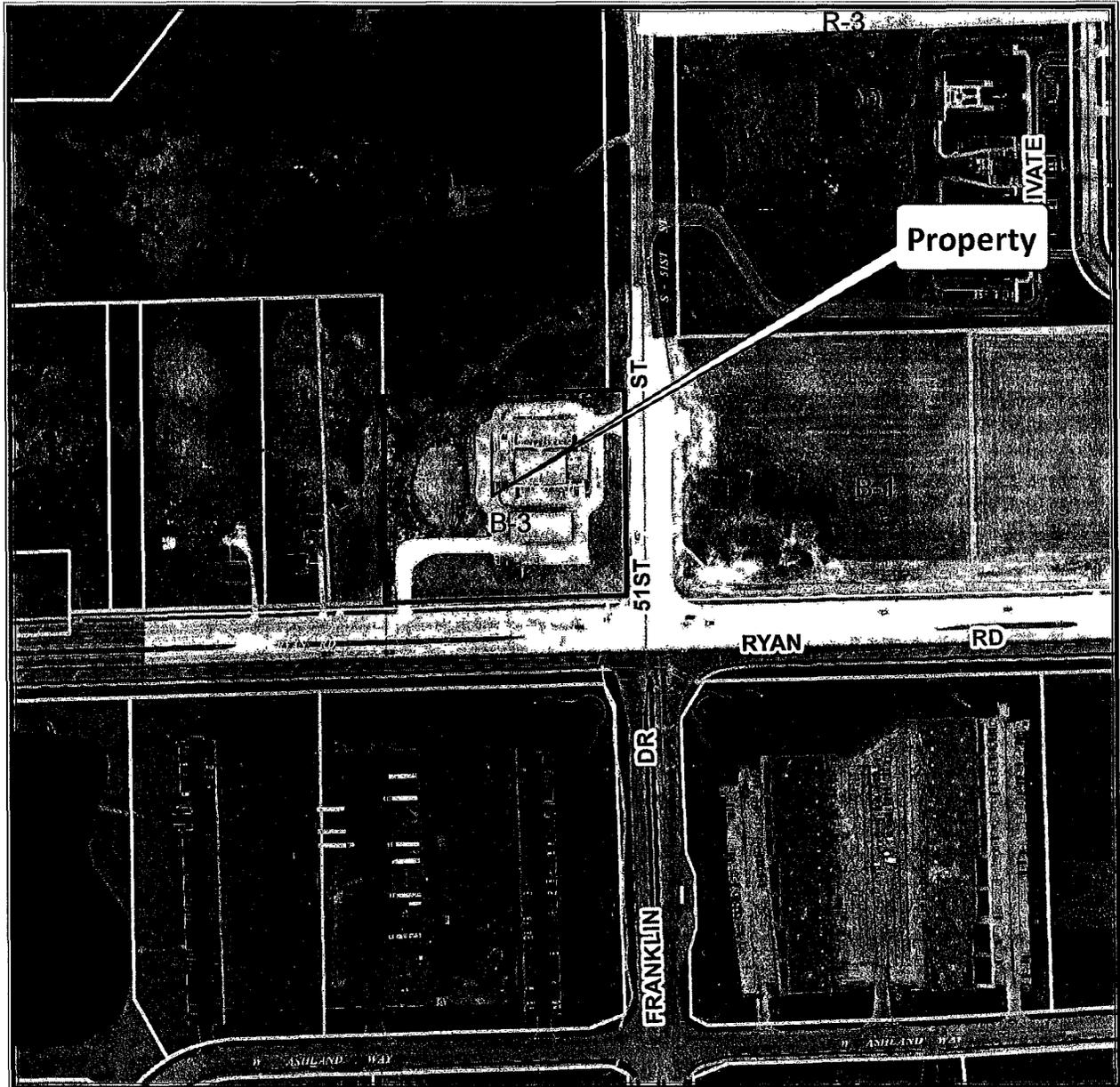
14. Must resolve the technical omissions and deficiencies identified by the Milwaukee County.
15. Must show all the recorded easements on this proposal.
16. Must show under the notes the sentence " Lot 1 & 2 is served by Public Sanitary Sewer and Water".
17. Must show the coordinates of the monuments.
18. Must show that 51st Street meets the required width of the 130-ft right of way as an arterial road.

19. On page 4 of 4, replace "Plan Commission" to "Common Council" and the paragraph below to change it to

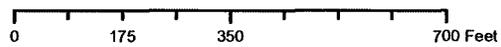
- " This Certified Survey Map is hereby approved by the Common Council of the City of Franklin by Resolution No. _____ on this _____ day of _____, 20__."



5112 W. Ryan Road
TKN: 882 9999 002



Planning Department
(414) 425-4024

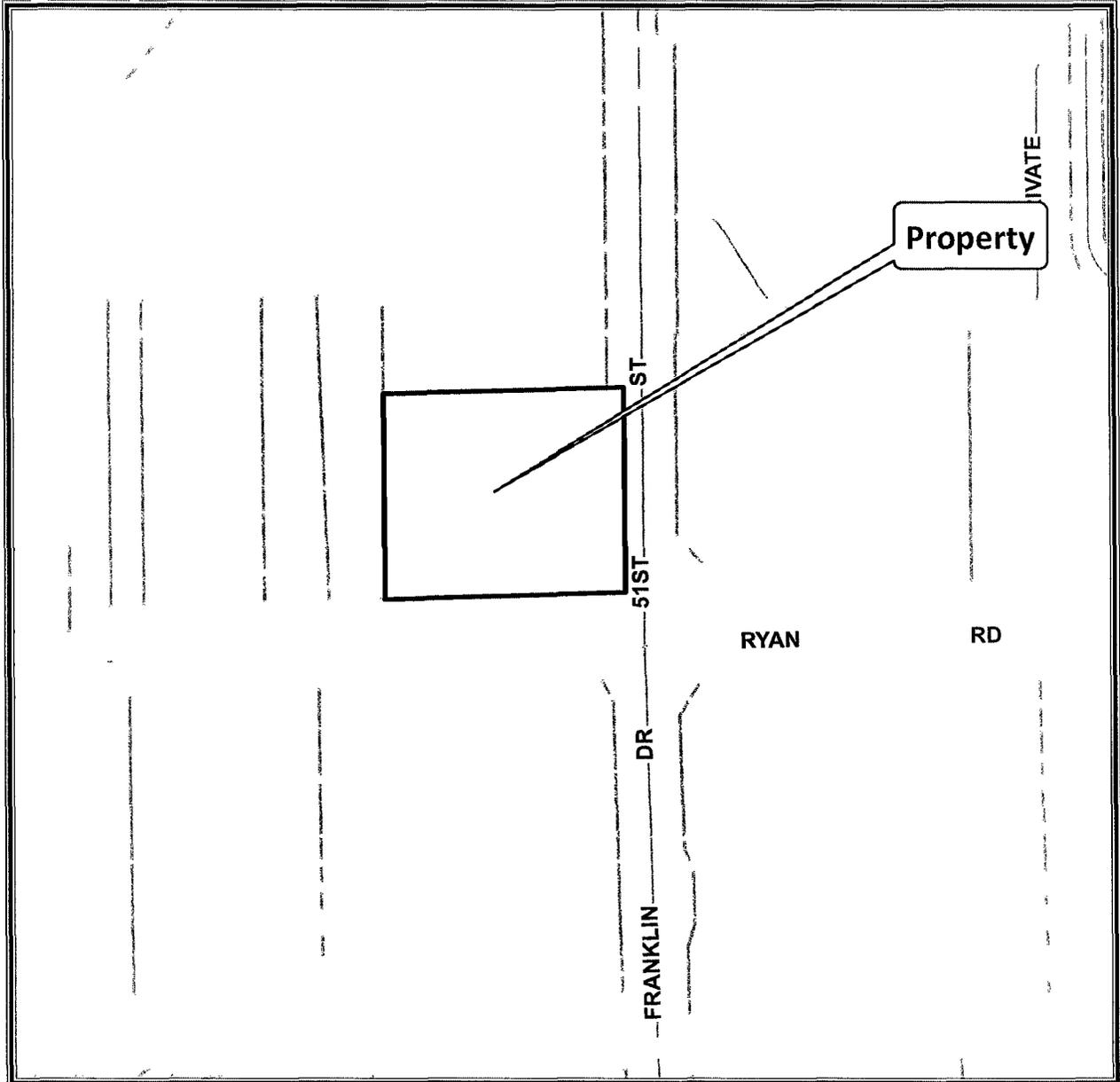


2017 Aerial Photo

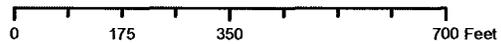
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



5112 W. Ryan Road
TKN: 882 9999 002



Planning Department
(414) 425-4024



2017 Aerial Photo

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

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



SCALE 1" = 100'



NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

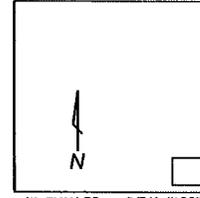
LEGEND

- - DENOTES 1 3/15"X18' STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)
- - DENOTES STEEL PIPE (FOUND)
- - DENOTES 1/2" REBAR (FOUND)
- () - DENOTES RECORDED AS BEARINGS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (SOUTH LINE OF THE SW 1/4 OF SECTION 23-5-21 WHICH BEARS S88°22'14" W)

NOTES:

- 1 CURRENT ZONING: B-3 (COMMUNITY BUSINESS DISTRICT)
- 2 THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
3. LOT 1 & 2 IS SERVED BY PUBLIC SANITARY SEWER AND WATER



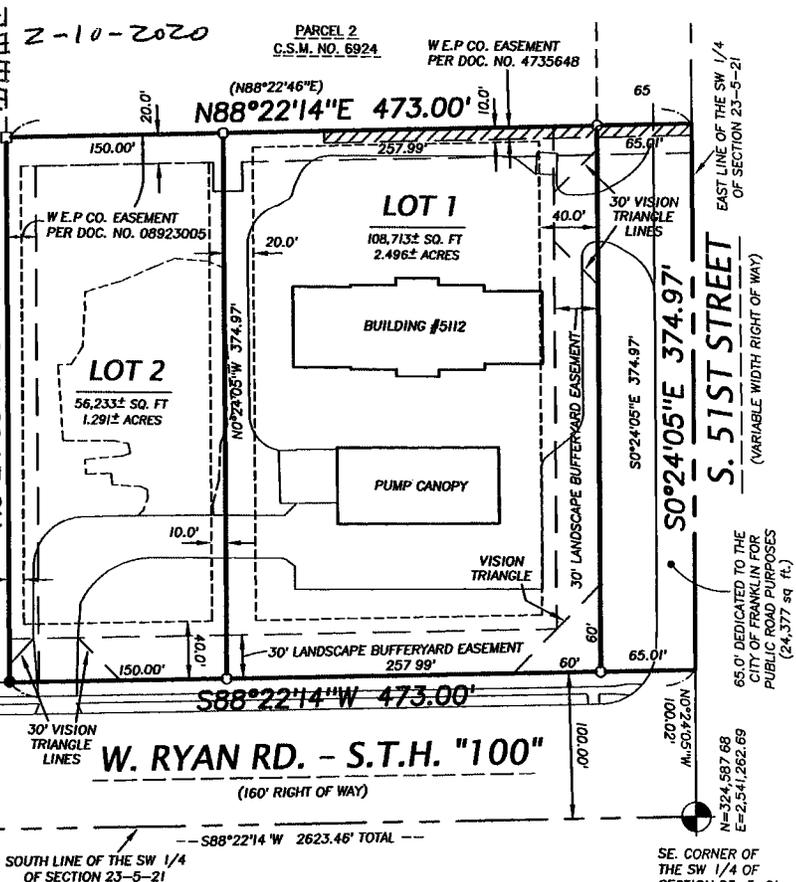
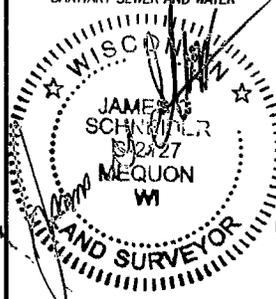
LOCATION MAP

SOUTHWEST 1/4 SEC. 23-5-21
(SCALE 1"=2000')

OWNERS:

5100, LLC
8200 W BROWN DEER RD.
MILWAUKEE, WI 53223

LANDSCAPE BUFFERYARD EASEMENT:
THIS STRIP IS RESERVED FOR THE PLANTING OF TREES AND SHRUBS; BUILDING OF STRUCTURES HEREON IS PROHIBITED.



SW CORNER OF THE SW 1/4 OF SECTION 23-5-21 CONC. MON. WITH BRASS CAP
N=324,513.08
E=2,538,640.46

SE CORNER OF THE SW 1/4 OF SECTION 23-5-21 CONC. MON. WITH BRASS CAP
N=324,587.68
E=2,541,262.69

CERTIFIED SURVEY MAP NO _____

A DIVISION OF A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, James G Schneider, Professional Land Surveyor, do hereby certify

THAT I have surveyed, divided and mapped the following parcel of land

A division of a part of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows

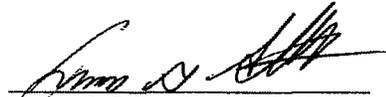
Commencing at the Southeast corner of said Southwest 1/4, thence N0°24'05"W along the East line of said Southwest 1/4, 100 02 feet to a point in the North right of way line of W Ryan Rd - S T H "100" and the point of beginning of lands to be described, thence S88°22'14"W along said right of way line, 473 00 feet, thence N0°24'05"W and parallel with the East line of said Southwest 1/4 Section, 374 97 feet to a point in the Southerly line of Parcel 2 of Certified Survey Map No 6924, thence N88°22'14"E along the Southerly line of said Parcel 2, 473 00 feet to a point in the East line of the Southwest 1/4 of said Section 23, thence S0°24'05"E along said East line, 374 97 feet the point of beginning

Said lands containing 4 071 acres of land, more or less

That I have made such survey, land division, and plat at the direction of 5100, LLC, OWNER of said lands

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

That I have complied with, Chapter 236 34 of the Wisconsin Statutes and Division 15-7 0700 of the requirements of the City of Franklin


James G Schneider S-2127

2-10-2020



This instrument was drafted by James G Schneider

CERTIFIED SURVEY MAP NO _____

A DIVISION OF A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE

I, Anup Khullar (Member) of 5100, LLC, OWNER, do hereby certify THAT, I have caused the lands described in the foregoing certificate of James G Schneider, Surveyor, to be surveyed, divided, mapped and dedicated

WITNESS the hand and seal of said OWNERS on this _____ day of _____, 20__

Witness Anup Khullar (Member)

STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}
PERSONALLY came before me on this _____ day of _____, 20__
the above named Anup Khullar (Member) to me known to be the person who executed the foregoing certificate and acknowledged the same

Notary Public My Commission expires _____

CONSENT OF MORTGAGEE

WISCONSIN BANK & TRUST, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map and does hereby consent to the above certificate of Anup Khullar, OWNER

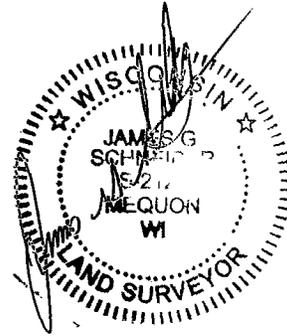
In witness whereof, the said Wisconsin Bank & Trust has caused these presents to be signed by _____, it's _____
at _____, Wisconsin, this _____ day of _____
_____, 20__

IN THE PRESENCE OF _____ Wisconsin Bank & Trust
By _____

STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}
PERSONALLY came before me on this _____ day of _____
, 20__, _____, to me known to be the person who executed the foregoing certificate and acknowledged the same

Notary Public My Commission expires _____

This instrument was drafted by James G Schneider



2-10-2020

CERTIFIED SURVEY MAP NO _____

A DIVISION OF A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 23, TOWNSHIP 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 by resolution No _____ on this _____ day of _____, 2020

Steve Olson, Mayor

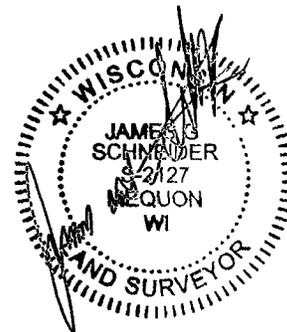
Date

Sandra L. Wesolowski, City Clerk

Date

This instrument was drafted by James G. Schneider

Sheet 4 of 4 Sheets



2-10-2020

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