CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, MARCH 3, 2020 AT 6:30 P.M.

A. Call to Order and Roll Call.

B. Citizen Comment Period.

C. Approval of Minutes - Regular Common Council Meeting of February 17, 2020.

D. Hearings.

E. Organizational Business.

F. Letters and Petitions.

G. Reports and Recommendations:

1. Consent Agenda:
   (a) Request Common Council Approval to Allow the Fire Department to Dispose of Decommissioned Self Contained Breathing Apparatus (SCBA) and Related Parts and Equipment by Selling them at Auction.
   (b) Authorize the Director of Health and Human Services to Sign a Contract with Consultant TTJ Group, LLC on Behalf of Volition Franklin to Deliver Social Media Training for Coalitions.
   (c) Request from the Director of Health and Human Services to Allow the Completion of the Application for Healthy Communities Designation for the City in 2020.
2. Presentation of a Draft Public Facilities Needs Assessment and Impact Fee Study for Parks Facilities, Library Facilities, Law Enforcement and Municipal Court Facilities, Transportation System Facilities and Fire Protection and Emergency Medical Service Facilities, Setting Impact Fees for Same, Exempting Pubic Schools Institutional Development from Paying Impact Fees, Setting a Basis for Annual Increases of Impact Fees, Establishing a Method of Addressing Affordable Housing and the Payment of Impact Fees, and Directing a Public Hearing to be Held for Public Comment on the Needs Assessment and Impact Fees Ordinance Amendment.
3. Establish Sanitary Sewer User Fee for 2020.
4. Donation of Franklin Historical Society's Barn Museum.
5. A Resolution Conditionally Approving a 3 Lot and 1 Outlot Certified Survey Map, Being Parcel 1 of Certified Survey Map No. 5285, as Recorded in the Register of Deeds Office for Milwaukee County as Document No. 6286497, Being a Part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (JHB Properties, LLC, Owner) (3617 West Elm Road).

6. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a One-Family Residential Dwelling Use Upon Property Located at 9323 West Puetz Road (Kevin M. Spiegl and Sondra J. Spiegl, Applicants).
7. A Resolution Authorizing Certain Officials to Execute an Agreement with Graef-USA, Inc. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update, in the amount of $19,900.
8. A Resolution to Issue a Change Order 02 for Pleasant View Park Pavilion (4901 W. Evergreen Street) in the Amount of $6,407.47.
9. A Resolution to Enter into a Memorandum of Understanding With the Wisconsin Department of Transportation for the Construction of a Future Private Driveway Connection on the West Side of S. Lovers Lane (STH 100) for 10001 W. Church Street (Tax ID No. 795-9999-007).
10. Direction to Staff for Wisconsin Department of Transportation Project on S. Lovers Lane (U.S. 45 / STH 100) from W. Rawson Avenue to W. College Avenue.
11. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the Capital Improvement Fund to Carryforward a $20,000 Appropriation for a Concept Design for Public Works Facility Improvements.
12. A Resolution for a Professional Service Agreement with (Barrientos Design and Consulting, Inc. or Graef-USA, Inc.) for a Phase 1- Needs Analysis and Concept Design on Department of Public Works Facility Improvements (7979 W. Ryan Road) for ($15,892 or $20,000).
13. An Ordinance to Amend Ordinance 2019-2398, An Ordinance Adopting the 2020 Annual Budgets for the Sanitary Sewer Fund Providing Additional Resource and Capital Expenditure Appropriations for the Purchase of a Truck.
14. An Ordinance to Amend Ordinance 2018-2345, An Ordinance Adopting the 2019 Annual Budgets for General, Solid Waste, St. Martin's Fair, Civic Celebrations, Police Grant Funds for The City of Franklin for Fiscal Year 2019 to Provide Appropriations for Actual Performance to Amended Budget for Calendar Year 2019.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of March 3, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Notice is given that a majority of the Parks Commission may attend this meeting to gather information about an agenda item over which the Parks Commission has decision-making responsibility This may constitute a meeting of the Parks Commission, per State ex rel Badke v Greendale Village Board, even though the Parks Commission will not take formal action at this meeting

**Supporting documentation and details of these agenda items are available at City Hall during normal business hours
[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services For additional information, contact the City Clerk's office at (414) 425-7500]

REMINDERS:

March 5	Plan Commission Meeting	7:00 p.m.
March 17	Common Council Meeting	6:30 p.m.
March 19	Plan Commission Meeting	7:00 p.m.
April 6	Common Council Meeting and Committee of the Whole	6:30 p.m.
April 7	Spring Election & Presidential Preference Primary	7:00 a.m.-8:00 p.m.
April 9	Plan Commission Meeting	7:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FEBRUARY 17, 2020
MINUTES

ROLL CALL	A.	The regular meeting of the Common Council was held on February 17, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
CITIZEN COMMENT	B.	Citizen comment period was opened at 6:31 p.m. and closed at 6:45 p.m.
MINUTES FEBRUARY 4, 2020	C.	Alderman Barber moved to approve the minutes of the regular Common Council meeting of February 4, 2020 as presented at this meeting. Seconded by Alderman Nelson. All voted Aye; motion carried.
MAYORAL APPOINTMENTS	E.	Alderman Barber moved to confirm the following Mayoral Appointment: Amy Marzofka, 7950 S. 61st Street, Ald. Dist. 5, Board of Health (2-year unexpired term expiring 04/30/2020). Seconded by Alderwoman Wilhelm. All vote Aye; motion carried.
W. MARQUETTE AVE. ROAD EXTENSION	G.1.	Alderwoman Wilhelm moved to commence the extension of W. Marquette Avenue to S. 51st Street as a City public works improvement; while awaiting the end-of-February Wisconsin Department of Transportation grant announcement, negotiate developer donations of street right-of-way and street engineering design specifications, estimated per the grant application at $216,650. In furtherance of the subdivision developments by the developers, Council determination at Final Plat shall be to deny access to W. Marquette Avenue, and with any future access request and approval, a City Engineer's Report for special assessments pursuant to Wisconsin Statutes and Municipal Code shall be applied to each new benefitting lot. The previously required 6-foot land dedication shall be adhered to, avoiding the buffer tree line while accommodating curb and gutter and a south-side sidewalk from S. 49th Street to Pleasant View School; and approval to advertise for bid in coordination with the Aldermanic District Representative is granted by the Common Council to meet a project completion timeline of Fall 2020. Seconded by Alderman Nelson. Alderwoman Wilhelm moved to amend the motion to include "for curb, gutter, roadway and sidewalk" to the last sentence following

'approval to advertise for bid'. Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderwoman Wilhelm moved to call the question. Seconded by Alderman Nelson.

On roll call for the main motion as amended, Alderman Nelson, Alderman Taylor and Alderwoman Wilhelm voted Aye; Alderman Barber, Alderman Mayer and Alderman Dandrea voted No. Motion failed due to the lack of a majority vote.

Following determination there was no vote on the motion to call the question, Mayor Olson called for a voice vote on the motion to call the question. All voted Aye; motion carried.

As the prior vote on the main motion was invalid due to the absence of a vote on the motion to call the question, Mayor Olson called for a roll call vote on the main motion as amended. Alderman Nelson and Alderwoman Wilhelm voted Aye; Alderman Barber, Alderman Taylor, Alderman Mayer, and Alderman Dandrea voted No. Motion failed due to the lack of a majority vote.

Alderwoman Wilhelm left the room at 8:00 p.m.

Alderwoman Wilhelm returned at 8:02 p.m.

Alderman Taylor then moved to table the extension of W. Marquette Avenue to S. 51st Street until the City receives information regarding the Wisconsin Department of Transportation grant. Seconded by Alderman Mayer. All voted Aye; motion carried.

AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE 2020 DNC

G.2. Alderman Mayer moved to approve and authorize City officials to sign the Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention. Seconded by Alderman Taylor. All voted, Aye; motion carried.

AGREEMENT WITH MILWAUKEE FOR EMERGENCY SERVICES FOR THE DNC

G.3. Alderman Mayer moved to approve an Intergovernmental Agreement with the City of Milwaukee, which would allow for reimbursement of wages for Franklin Fire Department employees who may volunteer to assist with Emergency Services staffing at the Democratic National Convention. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

HISTORICAL SOCIETY BARN DONATION

G.4. Alderman Taylor moved to suspend the regular order of business to allow Jim Luckey to speak. Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderman Taylor moved to return to the Common Council at their meeting of March 3, 2020, with a cost estimate, Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park. Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2020-7592 RYANWOOD MANOR WATER EASEMENTS

G.5. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7592, A RESOLUTION FOR ACCEPTANCE OF EASEMENTS FOR RYANWOOD MANOR SANITARY SEWER, WATER MAIN, STORM DRAINAGE, AND STORM WATER MANAGEMENT ACCESS ON THE NORTHWEST CORNER OF SOUTH 76TH STREET AND WEST OAKWOOD ROAD. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2020-7593 CONSERVATION EASEMENT AT S. SCEPTER DR. AND W. CHURCH ST. (BODNER PROPERTY MANAGEMENT, LLC, APPLICANT)

G.6. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7593, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A SPECIAL USE FOR FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH SCEPTER DRIVE AND WEST CHURCH STREET (WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT), subject to review and approval by the Department of City Development and technical corrections by the City Attorney. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7594 LANDSCAPE BUFFERYARD EASEMENT AT S. SCEPTER DR. AND W. CHURCH ST. (BODNER PROPERTY MANAGEMENT, LLC, APPLICANT)

G.7. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7594, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A SPECIAL USE FOR FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH SCEPTER DRIVE AND WEST CHURCH STREET (WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT), subject to review and approval by the Department of City Development and technical corrections by the City Attorney. Seconded by Alderman Taylor. All voted Aye; motion carried.

RES. 2020-7595 CONDO PLAT FOR 10504 W. CORTEZ CIR. (NISENBAUM HOMES &

G.8. Alderman Nelson moved to adopt Resolution No. 2020-7595, A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE CORTEZ CONDOMINIUMS DEVELOPMENT AT 10504 WEST CORTEZ CIRCLE

REALTY, INC, APPLICANT)

(GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.

PAYMENTS TO TI INVESTORS OF FRANKLIN APARTMENTS LLC

G.9. Alderwoman Wilhelm moved to authorize the scheduled $360,005 Municipal Revenue Obligation principal and interest payment on March 2, 2020 and a $400,000 prepayment on the Municipal Revenue Obligation due to TI Investors of Franklin Apartments LLC on that same date. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7596 PUBLIC RIGHT-OF-WAY W. STATESMAN WAY

G.10. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7596, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE ROADWAY AND INFRASTRUCTURE OF THE DEDICATED PUBLIC RIGHT-OF-WAY PER THE RECORDED CERTIFIED SURVEY MAP NO. 9014 WITH STREET NAME WEST STATESMAN WAY. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2020-2417 PARKING RESTRICTIONS W. ROBINWOOD LN./ S. MISSION DR.

G.11. Alderman Mayer moved to adopt Ordinance No. 2020-2417, AN ORDINANCE TO REMOVE REFERENCES TO: THE EAST SIDE OF SOUTH MISSION DRIVE FROM §245-5.F.; THE WEST SIDE OF SOUTH MISSION DRIVE FROM §245-5.D.(4); AND THE NORTH SIDE OF WEST ROBINWOOD LANE FROM §245-5.F.; THEN ADD ALL THREE LOCATIONS PLUS THE SOUTH SIDE OF WEST ROBINWOOD LANE, 50 FEET EAST AND 50 FEET WEST OF CENTERLINE OF SOUTH MISSION DRIVE RIGHT-OF-WAY TO §245-5.D.(6) FROM 8:00 A.M. TO 9:30 A.M. AND 3:00 P.M. TO 4:00 P.M. ON SCHOOL DAYS, as amended and subject to technical corrections. Seconded by Alderman Taylor. All voted Aye; motion carried.

RES. 2020-7597 AGREEMENT W/EHLERS-AMEND THE BOUNDARY OF TID 6

G.12. Alderman Nelson moved to adopt Resolution No. 2020-7597, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH EHLERS & ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT SERVICES AND AMENDMENT PROFESSIONAL SERVICES in the amount of $15,000 for all three phases of Tax Incremental District No. 6 amendment, with Phases 2 and 3 planned for upon Council review of Feasibility Phase 1, or other action as deemed appropriate by the Common Council. Seconded by Alderman Taylor. All voted Aye; motion carried.

RES. 2020-7598 REIMBURSE LOOMIS & RYAN, INC. & VICTORY

G.13. Alderman Nelson moved to adopt Resolution No. 2020-7598, A RESOLUTION TO REIMBURSE LOOMIS & RYAN, INC. FOR OVERSIZING WATER MAIN INSTALLED AS PART OF TAX

OF THE LAMB RE: TID 6 WATER MAIN INSTALLATION

INCREMENTAL DISTRICT NO. 6 AND THE RYAN MEADOWS SUBDIVISION, ALSO DIRECT STAFF TO MAKE INITIAL PARTIAL PAYMENT OF $38,443.77 TO LOOMIS & RYAN, INC. IN 2020. IN ADDITION, REIMBURSE VICTORY OF THE LAMB AS PART OF THE DEVELOPMENT AGREEMENT ADOPTED IN RESOLUTION 2015-7123 FOR THE FULL AMOUNT OF OVERSIZING A WATER MAIN $19,410.83. Seconded by Alderman Taylor. All voted Aye; motion carried.

MMSD EXTENSION ON S. 27 ST. FROM W. OAKWOOD RD. TO W. SOUTH COUNTY LINE RD.

G.14. Alderman Taylor moved to direct the Mayor to send a letter of support to the Milwaukee Metropolitan Sewerage District for extension of metropolitan interceptor sewer on South 27th Street from West Oakwood Road to West South County Line Road. Seconded by Alderman Dandrea. All voted Aye; motion carried.

WISDOT HWY 100, W. RAWSON AVE. TO W. COLLEGE AVE.

G.15. Alderman Nelson moved to table the Wisconsin Department of Transportation Highway 100 (from W. Rawson Avenue to W. College Avenue) stock pile issue, content-sensitive solution elements, sidewalks, and crosswalks until after the February 27, 2020 Wisconsin Department of Transportation public information meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.

RELOCATE LIGHTING ON W. RAWSON AVE.

G.16. Alderman Mayer moved to authorize staff to direct WE Energies and Pro-Electric, if needed, to relocate lighting to accommodate Milwaukee County's reconditioning project of West Rawson Avenue for not to exceed $20,000 from the 2020 contingency funds. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderman Mayer, Alderwoman Wilhelm, Alderman Barber, and Alderman Nelson voted Aye; Alderman Taylor voted No. Motion carried.

PROPOSAL WITH INDUSTRIAL ROOFING SERVICES, INC.

G.17. Alderman Barber moved to authorize the Director of Inspection Services to execute all four proposals with Industrial Roofing Services, Inc. for Visual Hardscape Surveys ($9,050), Visual Roof Surveys ($9,050), Visual Window & Wall Surveys ($9,825), and Visual HVAC Mechanical Surveys ($9,850) of the multiple City facilities as outlined in each proposal (all totaling $37,775) using General Fund contingency appropriations, which shall be accepted with the preparation by City staff of the City standard form services agreement, with provisions relevant to the proposals, for execution and delivery by the Mayor, the Director of Finance and Treasurer and the City Clerk. Seconded by Alderman Nelson. All voted Aye; motion carried.

ORD. 2020-2418 BUDGET

G.18. Alderman Barber moved to adopt Ordinance No. 2020-2418, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN

AMENDMENTS

ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, STREET IMPROVEMENT FUND, CAPITAL IMPROVEMENT FUND, TAX INCREMENTAL DISTRICT NO. 4, TAX INCREMENTAL DISTRICT NO. 5, TAX INCREMENTAL DISTRICT NO. 6, TAX INCREMENTAL DISTRICT NO. 7 FUND, AND SANITARY SEWER FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2020 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2019 BUDGET AS AMENDMENTS TO THE 2020 BUDGET. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.

2021 ANNUAL BUDGET PREPARATION SCHEDULE

G.19. Alderman Barber moved to adopt the 2021 Annual Budget Preparation Timetable, dated February 17, 2020, as presented, subject to any future regular meeting schedule changes if so made by the Common Council. Seconded by Alderman Dandrea. All voted Aye; motion carried.

LICENSES AND PERMITS

H. Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of February 17, 2020:

Grant Class B Combination license in compliance with all State and Municipal regulations to JAX on 27th, Agent William C Rushman, 6357 S. 27th St., subject to payment, surrender of former owner's license, providing City water results and recommendation of approval of zoning compliance application requesting opening time of 7:00 a.m.; and

Grant Operator Licenses to Alexis A Albrecht, 5891 Tower Rd., #3, Greendale; Marc D Barbeau, 4235 Erie St. #410; Gavin L Ingebrigtson, 7131 Madison Ct.; Amber M Ishaque, 9031 W Lisbon Ave.; Linda Rueth, N114 W15141 Vicksburg Ave., Germantown; Kimberly Schultz, 4040 S Kinnickinnic Ave., #15, St Francis.

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

VOUCHERS AND PAYROLL

I. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of February 13, 2020 in the amount of $2,245,667.55; and Payroll dated February 14, 2020 in the amount of $384,239.53 and payments of the various payroll deductions in the amount of $210,852.47 plus City matching payments; and estimated payroll dated February 28, 2020 in the amount of $386,000.00 and payments of the various payroll deductions in the amount of $526,000.00, plus City matching payments; property tax vouchers

with an ending date of February 13, 2020 in the amount of $16,257,998.40; and the release payment to Chicago Title Insurance Company in the amount of $10,000.00; the release of payment to Loomis & Ryan LLC in the amount of $38,443.77; and the release of payment to Victory of the Lamb Church in the amount of $19,410.83. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION TID 6 MIXED-USE

G.20. Alderman Nelson moved to enter closed session at 8:40 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, and a Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7599 TAX ASSESSMENT AGREEMENT SECOND AMENDMENT TID 6 STRAUS INVESTMENTS, LLC

Upon reentering open session at 9:03 p.m., Alderman Nelson moved to adopt Resolution No. 2020-7599, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SECOND AMENDMENT TO TAX ASSESSMENT AGREEMENT (TAX INCREMENTAL DISTRICT NO. 6) WITH STRAUSS INVESTMENTS, LLC. Seconded by Alderman Taylor. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Taylor moved to adjourn the meeting at 9:04 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

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APPROVAL slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/03/2020
REPORTS AND RECOMMENDATIONS	**Request Common Council approval to allow the Fire Department to dispose of decommissioned Self Contained Breathing Apparatus (SCBA) and related parts and equipment by selling them at auction.**	ITEM NUMBER G.1.(a)

The Fire Department is seeking council approval to dispose of approximately 16 SCBA harnesses, 45 facepieces, and assorted parts and equipment; along with a fill station appliance and non-operational air compressor.

The Self Contained Breathing Apparatus (SCBA) is the air bottle, harness, and face mask that firefighters wear in order to be able to survive in heat, smoke, and toxic environments. The Fire Department was awarded an Assistance for Firefighters Grant (AFG) in FY 2018 to replace all of the Departments Self Contained Breathing Apparatus. This equipment was purchased and recently put into service. The Department is seeking permission to dispose of the outdated equipment that it replaces. The previous SCBAs date to 2005, and are no longer compliant with current industry standards. They are of minimal value, since they cannot legally be placed in service in the US without significant factory refurbishment.

The department was forced to replace the associated air compressor and fill station in 2018. The previous compressor broke down and was deemed to be unrepairable by the service contractor. While the fill station may retain some value, the compressor and storage bottles would likely only recoup scrap metal value.

The Fire Department proposes selling the items on the online auction site wisconsinsurpluss.com , with any funds recovered being credited to the Capital Outlay Fund. Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department request to dispose of decommissioned Self Contained Breathing Apparatus, with associated parts and fill appliances, by sending them to auction, with any proceeds returned to the Equipment Replacement Fund.

Fire:AJR

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APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
Reports and Recommendations	**Authorize the Director of Health and Human Services to sign a contract with consultant TTJ Group, LLC on behalf of Volition Franklin® to deliver social media training for coalitions.**	ITEM NUMBER G.1.(b)

Background: Volition Franklin® (VF) representatives have operated social media pages on since 2012. Studies have shown that individuals, especially youth, receive their information first from social media sources. In order to ensure VF messaging is more effective in reaching its target audiences as well as increase its numbers of followers additional training is needed for the staff that manage these accounts. A consultant from TTJ Group, LLC will provide a two day training to select members of VF to enhance their social media presence.

Analysis: While flyers, newsletters, and website information are adequate to initially inform Franklin residents about VF events and messaging, they are often one-time notifications that can easily be forgotten. Social media allows for a more real-time transfer of information to a greater number of the public as well as provides an opportunity for instant feedback. A Pew Research Center report from 2019 suggests adults now get their news from social media first 28% of the time while more than half of youth (54%) get their information from social media. Formal training from a consultant will allow VF to manage their presence on these platforms more effectively and efficiently to improve messaging and increase followers.

Options:
1. Authorize the Director of Health and Human Services to sign the TTJ Group, LLC contract.
2. Decline the contract.
3. Table or postpone approval of the contract to a future date.

Recommendation: The Director of Health and Human Services recommends approval to sign the contract with TTJ Group, LLC on behalf of Volition Franklin®.

Fiscal Note: The contract for the consultant is $2,800 and will be paid with funds from the Drug Free Communities Grant. There is no fiscal impact to the City of Franklin for these services.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the signing of the contract with TTJ Group, LLC for consultant services on social media training by coalitions.

Health Department: CD

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT ("**Agreement**") is made this 14th day of January 2020 (the "**Effective Date**"), by and between the TTJ Group, LLC ("**Consultant**") and City of Franklin, Health Department Volition Coalition ("VC").

WHEREAS, the parties desire to enter into a working relationship; and

WHEREAS, the parties have agreed as to various matters concerning such working relationship, and with a written memorandum of their agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereby agree as follows:

I. Term and Termination of Agreement

A. The term of this Agreement shall be from the Effective Date and continuing until terminated as set forth in this Section I, below, or April 30, 2020 (the "**Expiration Date**"), or until the contracted Services have been completed, whichever occurs first. Notwithstanding the foregoing, this Agreement shall remain in effect with respect to any Schedules then in effect on the date of termination or Expiration Date until the date on which such Schedules are themselves terminated or are otherwise completed.

B. Either party shall have the right at any time to terminate this Agreement and/or any Schedule without cause upon fifteen (15) days written notice. In event of such termination, Consultant's sole and exclusive remedy shall be limited to payment (on a pro-rata basis if fixed fee) for Services rendered and expenses properly incurred through the date of termination.

C. Either party shall have the right to terminate this Agreement and/or any Schedule(s) immediately in the event of a material breach of this Agreement and/or any Schedule(s) by the other party, which breach remains uncured for a period of ten (10) days after written notice reasonably specifying the nature of the breach is given to the breaching party.

II. Duties

A. Consultant agrees to provide VC with the services specified below, or in one or more engagement schedules (each individually a "**Schedule**") as are signed from time to time by the parties hereto, which Schedules shall be sequentially numbered and are incorporated into and form a part of this Agreement. Such services are hereinafter referred to as "**Services**". In the event of any ambiguity or conflict between any of the terms and conditions of this Agreement and the terms and conditions of any Schedule, the terms and conditions of this Agreement shall control, unless the parties expressly provide in such Schedule that a specific provision in this Agreement is amended, in which case this Agreement shall be so amended, but only with respect to such Schedule. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of VC to obtain from, or provide to, any person or entity, such products, deliverables, consulting or other services of any kind as VC in its sole discretion may deem appropriate from time to time.

B. **Franklin Wisconsin Volition Coalition shall:**

- Provide leadership and guidance of on the training from TTJ Group, LLC.
- Pay a total of $2,800.00 paid at the completion of the training and upon the signing of this contract for professional services provided by TTJ Group, LLC.
- Provide a staff person who will be responsible for consistent communication and information when requested.
- Identify secure training locations for the following dates: April 9 &10, 2020 in Franklin, Wisc.
- Provide be responsible for the training recruitment process for each of the training dates
- Communicate with Mr. Tracy Johnson, Managing Partner or Associate to define and describe task order(s) for project(s) where TTJ GROUP, LLC expertise will be used.

C. **Consultant shall:**

- ***Deliverable #1 – Deliverable #1 – Providing a training on Social Media for Coalitions***
  Participants will identify and develop strategies to engage effectively with social media groups. They will be involved with introspective discussion and activities as well as how the Coalition as a full body can continue to be engaged with all segments of the population. Participants will be given proven strategies and resources that can be replicated. Below are the areas to be covered:

  A) Onsite training for 1.5 day for Volition Franklin staff
  B) Onsite training for 1.5 hours for Volition Franklin Coalition members

  A) **Volition Franklin staff - April 9, 2020 (Day 1) (9 am -3pm)**

  - Creating a social media strategy plan
  - Assess current social media channels and its data
  - Identify what's working successfully and identifying any areas to improve
  - Identify Social Media Goals and objectives
  - Discuss and identify the specific audience –
    What are their interests, perceptions, objections, barriers, etc.
    This will allow us to create content that is relevant for the audience selected.
  - Develop an effective social media strategy plan (based on the components above)

  B) **Training for Coalition members – April 9, 2020 (Day 1) (6pm-7:30pm) (1.5 hrs)**

  - Empowering coalition members
    Share and engage with social media posts

Amplify Volition Franklin brand
Increase visibility, reach and engagement.

Learning Objectives for the Coalition members are the following:

- Importance of sharing content to a particular audience
- How to give context to your posts to stand out when sharing in social media
- How to amplify your message when sharing content by using video and images

A) **Volition Franklin Coalition staff – April 10, 2020 (Day 2) (9am -12pm)**
Identify content creation strategies based on the strategy plan

Learning Objectives for the Staff are the following:

- Different types of content to create based on specific goals
- The elements you'll content need to be sharable and engaging
- Using video as part of your content strategy to generate engagement
- How to measure your reach and visibility and enhance your content creation strategy

Will provide the final PowerPoint presentations by **April 5, 2020,** close of business day to Volition representatives.

- ***Deliverable #2 – Meet with Volition Coalition Representatives***

  Meet (via conference calls) with the representatives of Volition Coalition representatives to develop a customized training design and format. Discuss the content and workshop structure to ensure expectations are delivered.

- ***Deliverable #3 – Follow up services***

  We will answer additional questions after the training should any additional questions arise from the training

D. Payment of undisputed fees for Services shall be made **five (5) days** after Volition Coalition receipt of invoice submitted by Consultant. Total payment includes payments for both days

Total costs for services: $ 2,800.00

All payments are mailed as Follows (unless instructed otherwise):

Tracy T Johnson
201 E. Round Grove Rd., 1128
Lewisville, Texas 75067

III. AMENDMENTS

Any amendments to this Agreement shall be in writing, signed by the parties.

IV. INDEPENDENT CONTRACTOR RELATIONSHIP

Consultant is an independent contractor, and is not an employee, servant, agent, partner, or joint venture of VC. Neither party to this Agreement will have any authority to bind or represent the other party. VC is not responsible for withholding, and shall not withhold, FICA or any other employment-related taxes of any kind from any payments made to Consultant. Neither Consultant, its employees, nor any subcontracted personnel shall be entitled to receive any benefits which employees of VC are entitled to receive, nor shall Consultant, its employees or subcontracted personnel be entitled to receive from or through VC workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security on account of Services performed under this Agreement.

Consultant is responsible for overseeing and managing the tasks and functions for the Services provided under this Agreement. Consultant shall make reasonable efforts to honor specific requests by VC with regard to Consultant's Employees, including replacements thereof, who are assigned to perform Services and any other aspect of obtaining the desired results under this Agreement.

V. OWNERSHIP RIGHTS IN WORK PRODUCTS AND NON-COMPETE

As between VC and Consultant, and subject to the Prime Agreement, the parties agree that to the fullest extent possible, VC shall have ownership of all Intellectual Property Rights and other property rights in and to all work product generated as a result of the Services contracted in this Agreement, including without limitation, all products, reports, programs, software, code, documentation, deliverables, business concepts, business methods, business processes, business adaptations, charts, graphs, diagrams and other materials, regardless of whether existing in or on paper, electronic or other form or media (collectively "**Work Product**") generated, and all such work product shall be left with VC upon completion of the contracted Services.

For purposes of this Agreement, "**Intellectual Property Rights**" shall mean worldwide ownership of all copyrights, all rights of authorship, all patent rights, all rights of inventor ship, all trademark and service mark rights, all rights in trade secret and proprietary information, all rights in data and compilations of data, all rights of attribution and integrity and other moral rights, and all other Intellectual Property Rights of any type under state or federal law of the United States or any other nation or international treaty or law, as well as all rights in applications for registration of these rights and all licenses to these rights.

All Work Product shall be deemed to be "work-made-for-hire" under the United States Copyright Act, as amended, provided that, if such work product does not qualify as "work-made-for-hire" under the United States Copyright Act, as amended, then Consultant irrevocably transfers, assigns and conveys all worldwide right, title and interest in and to the Work Product to VC. Consultant agrees to execute, sign and deliver to VC all documents reasonably requested by VC in connection with such assignment of rights, and upon request, Consultant will cooperate with VC to establish, perfect, assert or defend VC rights and interests in such Work Product. Consultant warrants that no other party shall have any rights whatsoever therein.

VI. INDEMNIIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless VC, its trustees, officers, employees and Affiliates from and against all claims, demands, suits, actions, losses, damages, injuries, liabilities, expenses, judgments, liens, encumbrances, orders, fines, penalties and awards, including, without limitation, reasonable attorney's fees, expert witness fees and court costs, (all of which are collectively referred to as "**Claims**") arising out of any of the following:

A. Consultant's performance of Services and provision of the Deliverables, Consultant's failure to perform under this Agreement and/or Consultant's breach of this Agreement.

B. Claims relating to bodily injury to or death of any person or damage to real property and/or tangible or intangible personal property, incurred while Consultant is performing Services and to the extent caused by the negligent or willful acts or omissions of Consultant, its Employees, Permitted Subcontractors or agents in the performance of the Services hereunder.

C. Claims arising out of any disputes between Consultant and Consultant's employees and/or Permitted Subcontractors, including without limitation, Employee Related

Claims. "**Employee Related Claims**" means any pending, threatened or future action, suit, arbitration, inquiry, proceeding or investigation by or before a court, arbitrator, governmental or other regulatory or administrative agency or commission, whether civil, criminal or other, and whether known or unknown, fixed or contingent, or matured or un-matured at the Effective Date or at any time before or after the Effective Date for any and all Claims, incurred in connection with the Agreement that arise in connection with or relate to any of Consultant's or any of its Permitted Subcontractor's employees or classification of employees, the terms or conditions of such employment, any accident, illness, injury or other harm of any nature arising in connection with or relating to such employment, or the termination of such employment.

VII. WARRANTIES

Consultant warrants that (a) Consultant, its Employees and Permitted Subcontractors, if any, shall have and maintain the requisite technical knowledge, skills, abilities, licenses and qualifications to provide the Services and Deliverables, (b) Consultant shall comply with all applicable local, state and federal ordinances, laws and regulations in providing the Services and Deliverables, (c) all Services to be performed hereunder will be performed in good faith and in a good, professional, workmanlike, competent and timely manner, in conformity with all applicable standards and the requirements of this Agreement and the respective Schedules, and
(d) Consultant's performance of Services does not and will not violate the terms and conditions of any other contract or obligation of Consultant.

VIII. GOVERNING LAW

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of the State of Texas and, to the extent applicable, the laws of the United States of America. This Agreement is deemed to be executed in Texas and the parties hereby consent to the jurisdiction of the State and Federal Courts located in Texas for such disputes. All litigation arising out of this Agreement must be brought in Courts located in Denton County, Texas.

IX. NOTICES

Any notice and/or other communication required or provided for under this Agreement shall be provided in writing, in the English language, and shall be deemed given when either personally delivered, sent by Certified U.S. Mail return receipt requested, deliver red by courier or transmitted by facsimile and confirmed in writing, to the other party at the address set forth below, or to such other address as may be provided in writing for the delivery of notices hereunder upon ten (10) days prior written notice:

If to VC: Volition Coalition
City of Franklin, Health Department
7830 North Point Blvd.
Suite 200
Franklin, WI 27106.

If to Consultant: TTJ Group, LLC
201 E. Round Grove Rd.1128
Lewisville, Texas 75067

X. FORCE MAJEURE

Neither party shall be liable for the non-performance of its obligations under this Agreement for a maximum period of sixty (60) days if such non-performance is caused by acts of civil or military authority, civil disturbance, war, terrorism, explosions, fires, earthquakes, floods or other acts of God (**"Force Majeure Event"**). The party so affected shall give notice to the other party and shall do everything reasonably possible to resume performance. If the period of non-performance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may terminate the Agreement and/or any applicable Schedule(s) upon written notice.

XI. ASSIGNMENT

Consultant shall neither assign nor transfer any rights or obligations under this Agreement Without the prior written consent of VC. Any attempted assignment in contravention of this Section shall be null and void.

XII. PERMITTED SUBCONTRACTORS TO BE BOUND

Consultant will not permit any Permitted Subcontractor to perform any of the Services or participate in the creation or development of any of the Deliverables unless and until Consultant has entered into a written subcontract with such Permitted Subcontractor containing provisions at least as protective of VC Confidential Information, proprietary rights and rights in the intellectual property and Deliverables as are provided in this Agreement. Consultant will remain responsible for obligations performed by Permitted Subcontractors to the same extent as if such obligations were performed by Consultant's Employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

City of Franklin Health Dept:	**TTJ Group, LLC Consultant:**
_____	_____
Signature	Signature
City of Franklin Health Dept	Tracy Johnson
Print Name	Print Name
_____	Managing Partner
Title	Title
_____	_____
Date	Date

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APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
Reports and Recommendations	**The Director of Health and Human Services requests a motion to allow the completion of the application for Healthy Communities Designation for the City in 2020.**	ITEM NUMBER G.1.(c)

Background: The Wisconsin Healthy Communities Designation is a program offered by the Mobilizing Action Toward Community Health (MATCH) group with the University of Wisconsin Population Health Institute. The program is intended to recognize and encourage achievements in health improvement and promote cross sector cooperation to enhance health improvement efforts within communities. Communities that apply and receive the Healthy Community Designation will have a concrete way of demonstrating the quality of life in their community

Analysis: Being a healthy community means more than healthy eating and active living, it includes having high quality education and jobs, safe and affordable housing, and a strong infrastructure. Investing in health across all policies and programs is an investment in economic vitality. Based on the designation criteria, and discussions with the Economic Development Director, Franklin is an excellent candidate for the Healthy Community Designation at the Silver Level based on our community commitment to health and wellness through encouraging and improving healthy behaviors; offering a wide array of clinical care settings; strong social and economic support in education, employment, and housing; and numerous recreational opportunities in our physical environment.

Options:
1. Allow the application for the Healthy Communities Designation to move forward.
2. Decline the invitation to apply for Healthy Communities Designation

Recommendation: The Director of Health and Human Services recommends accepting and submitting the application for Franklin to be considered for the Healthy Communities Designation in 2020.

Fiscal Note: There is no direct fiscal impact to applying for or receiving the Healthy Community Designation. The designation provides a framework to ensure future development and programing continues to focus on creating a community of health and wellness around the key priority areas of: healthy behaviors, clinical care, social and economic support, and the physical environment to help drive economic vitality.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the completion of the application for Healthy Communities Designation for the City in 2020.

Health Department: CD

Community Name: Franklin
Community Type: City
Lead Applicant Organizations: Economic Development Department and Health Department
Primary Contacts: Courtney Day

We are submitting our Letter of Interest to be considered for the Wisconsin Healthy Communities Designation at the Silver Level. The City of Franklin, with a population of 35,779, is located in southwestern Milwaukee County with a mix of rural and suburban charm Franklin offers family-oriented country tranquility amidst the bustle of metropolitan life. Constructing hundreds of residential units over the last three years, Franklin is a great place to raise a family or retire with housing choices for every taste and budget. With 33 percent of land ready for development, there's plenty of room for businesses to grow and flourish as well. Our most recent development is Ballpark Commons, a mixed-use district which will feature everything from office space and housing to family entertainment and recreational opportunities

The Community Health Assessment completed in 2015 indicated physical activity, nutrition, mental health, and substance use as the four health priority areas for the community Since then, the Health Department and community partners have worked to improve the quality of life for all residents by developing, offering, and promoting a variety of options to improve mental and physical wellbeing Residents have the ability to increase physical activity through programs offered with the Park and Recreation Department, the Polonia and Croatian Soccer Leagues, as well as additional adult and youth recreation league sports. Kayla's Playground, a true community success story brought together 1500 volunteers over 9 days to construct a place where children of all abilities can play together For those seeking to spend more time in nature, Franklin offers a free summer concert series at Lions Legend Park, the ability to stroll through the Boerner Botanical Garden or the Conservancy for Healing and Heritage trails, and direct access to the Oak Leaf Trail system for biking and walking

We believe we deserve recognition at the Silver Level because our community continues to address and excel in the health and wellness of all four health factor priority areas identified From identifying and improving *healthy behaviors* through community coalitions Volition Franklin, Fit Franklin, and adult health education classes, to offering a wide array of *clinical care* from clinical to hospital settings; to our strong *social and economic support factors* of the 10th ranked public school system in the State, almost 94% of residents with at least a high school education, a low 2 9% unemployment rate, and job opportunities from retail to food service to industrial to professional, to an extensive public trail and park system and numerous recreational opportunities in our *physical environment*. Our partners include multiple municipal departments, the school district, private businesses, medical systems, and community coalitions working toward a common theme of improving the health and wellness of all that touch our community Through tracking and trending data we ensure all individuals of our community have access to the tools and resources to live their best life. Franklin, Wisconsin, the place to be inspired, get active, and celebrate quality of life!

Wisconsin Healthy Communities Designation Criteria

Criteria*	Bronze	Silver	Gold
	The criteria in silver is intended to build on bronze, and gold builds on silver and bronze.		
Defining health broadly	2/4 health factor priority areas represented overall number of community accomplishments ~ 3-5	3/4 health factor priority areas represented· overall number of community accomplishments ~ 5-7.	4/4 health factor priority areas represented: overall number of community accomplishments ~ 7-9
Committing to sustainable and comprehensive long-term solutions	Community is building capacity toward sustainable and comprehensive long-term solutions through policy, systems, and environment change.	Demonstrated work toward sustainable and comprehensive long-term solutions, through policy, systems, and environment change	Sustainable and comprehensive long-term solutions have been implemented, through policy, systems, and environment change.
Creating conditions that give everyone a fair and just opportunity to reach their best possible health	Commitment to equitable and fair opportunity for health is stated and conversations are underway across sectors, including with those who have had limited opportunity/poor health.	A plan is developed that addresses equitable and fair opportunities for health in the community, which includes a focus on addressing the social determinants of health.	A plan is being implemented that addresses equitable and fair opportunities for health in the community and the community is addressing the social determinants of health.
Harnessing the collective power of leaders, partners, and community members	Partners (local leaders, diverse agencies, community members) are identified, engaged, and evidence of activity and action exists.	Diverse partners are working together on shared priorities Strategies for building leadership capacity have been identified.	Diverse partners are working together systematically and strategically for overall community well-being and sustainable leadership capacity has been built and formalized.
Securing and making the most of available resources including dollars, people power, etc.	- Initial funding has been identified. - Community is engaged in conversations to explore further resources.	- Some diverse funding is in place - Community is building capacity to leverage dollars, partners, and assets, and is engaged in planning around sustained funding and resources	Sustainable and diverse resources have been secured and maximized, including, but not limited to dollars, partners, and assets. This can be demonstrated by, but not limited to strategic investments, relationship agreements, etc. that move a community beyond the status quo.
Measuring and sharing progress and results**	Tracking process measures This looks like actively soliciting constructive feedback about the process and asking for input on how change efforts are being experienced from those not part of the decision-making team, but impacted by the efforts of the team	Evidence of tracking outcomes and building toward data-driven decision-making and learning	- Full tracking plan of outcomes in place that includes sustainable infrastructure and dissemination of results. - Implementing continuous quality improvement through data-driven decision-making and emergent learning

**These six criteria areas are adapted from the Robert Wood Johnson Foundation Culture of Health Prize criteria.*

***We recognize that the ability to measure outcomes might be limited for certain initiatives, particularly in smaller communities.*

Updated November 2019

Mobilizing Action Toward Community Health (MATCH)
University of Wisconsin Population Health Institute
SCHOOL OF MEDICINE AND PUBLIC HEALTH

Wisconsin Healthy Communities Designation
Program Guide - January 2020

The **Wisconsin Healthy Communities Designation** recognizes and encourages achievements in health improvement in Wisconsin communities, and promotes cooperation across multiple sectors. The designation program is offered by the University of Wisconsin Population Health Institute's Mobilizing Toward Community Health (MATCH) Group in collaboration with diverse statewide groups.

Ensuring that everyone in our communities has a fair opportunity to be healthy reaches well beyond the traditional work of health care providers and public health departments. When communities invest time, effort, and other resources into community conditions that support health, they are also investing in their economic vitality. But being a healthy community means more than healthy eating and active living. It also means having high quality education and jobs that provide adequate income, affordable and safe housing and transit options, and clean air and water. Communities that pay attention to the many factors that influence health have a better chance of improving health

Communities that apply for and receive the **Healthy Communities Designation** will have a concrete way to demonstrate the quality of life in their community. The application process is designed to boost existing health improvement efforts by providing guidance on the types of strategies and initiatives that have been shown to work, as well as by encouraging applicants to increase the degree of collaboration among diverse stakeholder groups in their communities.

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CONTACT INFORMATION

Wisconsin Healthy Communities Designation website: www.wihealthycommunities.org
Contact program staff: wihealthycommunities@wisc.edu

2019 – 2020 APPLICATION TIMELINE

- Letters of Interest: Due on January 27, 2020
- Full Application Phase: February 14 - April 17, 2020
- Review Period: May - July 2020
- Communities Notified: Late Summer 2020
- Recognition Event. September 9 - 11, 2020 (in conjunction with the 2020 Healthiest State Summit)

ELIGIBILITY

Any self-defined, local, place-based community in Wisconsin is eligible to apply. This includes neighborhoods, municipalities, counties, regions*, Federally recognized tribes or state-designated Indian reservations.

** Regions are defined as a geographically contiguous municipalities, counties, and/or reservations.* ***If you have questions about the eligibility of a regional application, please contact the Healthy Communities Designation program staff:*** *wihealthycommunities@wisc.edu.*

APPLICATION REQUIREMENTS

Applications must be submitted on behalf of the **entire community through a collaborative process**. Applications may not be submitted by single individuals or single organizations.

While one organization should serve as the lead applicant*, multiple organizations are expected to collaborate on the application. Collaborating organizations must provide Letters of Support during the full application phase.

**If a community coalition serves as the lead applicant, they must have a co-applicant that is a governing organization with a permanent mailing address.*

DESIGNATION CRITERIA

In order to earn a designation, communities must demonstrate that they are following the ***guiding principles*** below. The guiding principles reflect the criteria from the Robert Wood Johnson Foundation Culture of Health Prize and have been modified for this designation program. While the two programs are unrelated, it is our hope that the *Wisconsin Healthy Communities Designation* offers an additional way for communities to be recognized for progress on their local efforts.

1. **Defining health broadly** to engage in efforts to address locally identified health needs (ideally those identified in community health needs assessments conducted by the local health department and/or local hospitals). This includes the following:
    1. Identifying needs/initiatives in more than one of the following health categories: *health behaviors, clinical care, social & economic factors,* and *physical environment*
    2. Considering the potential reach and impact of initiatives (e.g., initiatives can be either targeted to specific subgroups or the entire population). More targeted initiatives should be expected to achieve greater health improvements).
2. **Committing to sustainable and comprehensive long-term solutions.** This includes implementing initiatives from the program's curated checklist of evidence-based approaches to enhancing health that works towards sustainable and long-term solutions.
3. **Creating conditions that give everyone a fair and just opportunity to reach their best possible health.** Applicants should demonstrate their commitment to advancing health equity by creating conditions where all residents have the opportunity to be healthy.
4. **Harnessing the collective power of leaders, partners, and community members.** Applicants should be able to demonstrate how residents, government, business, and non-profit organizations are working together to improve health.
5. **Securing and making the most of available resources including dollars, people, power, etc.**
6. **Measuring and sharing progress and results.**

Each tier of designation (gold, silver, bronze) has different requirements in terms of what communities must demonstrate about each of the guiding principles. **Communities should**

carefully review the program criteria to determine which tier or level (gold, silver, bronze) is most appropriate based on where they are in their health improvement efforts.

LETTERS OF INTEREST

The first step in the application process is to submit a Letter of Interest (LOI). Program staff and advisors will use LOIs to assess community eligibility, determine if any follow-up is needed prior to the full application phase, and to help connect neighboring and/or overlapping communities who are working in similar geographic areas but may not be aware of each other's efforts.

Letters of Interest are due on January 27, 2020.

During this phase, communities should connect with partners and identify collaborating organizations who will be named on the application and who will provide Letters of Support.

Letters of Interest are submitted electronically and include the following information:

- Community Name
- Community Type (e.g. neighborhood, municipality, county, region)
- Lead Applicant Organization
- Primary Contact
- Community Description (200 words)
- Information about why your community is applying (200 words)
- What level (gold, silver, bronze) you intend to apply for
- Why your community meets this designation level (300 words)
- Self-assessment checklist related to program criteria

FULL APPLICATION

After the Letter of Interest phase, eligible communities will receive detailed instructions and a link to the online application form on February 14, 2020.

Application Contents

While the application will differ by tier (gold, silver, bronze), it will include the following sections:

- **Community information**

- In this section, you will be asked to briefly describe your community and how you have assessed your community's needs and resources.

- **Community accomplishments/initiatives**
  - The number of initiatives you include will depend on the tier (gold: 7-9, silver 5-7, bronze: 3-5). It is encouraged to include initiatives that are especially focused on the social determinants of health.
  - **What Works for Health strategy & evidence rating**
    - For each initiative, indicate whether it is included in the What Works for Health Wisconsin database or whether it is an alternative Community Innovation submission (an approach implemented in your community that does not appear on the strategy list or has an evidence rating of 'insufficient evidence' or 'mixed evidence'). If it is in What Works for Health, list the strategy name, evidence rating, and relevant health factor area from What Works for Health (Health Behaviors, Clinical Care, Social & Economic Factors, Physical Environment).
    - Find instructions for navigating the What Works for Health Wisconsin database here.
  - **Description**
  - **Reach/Target audience**
    - *Reach* refers to the amount of community members and the areas of the community that are affected by this initiative.
  - **Goals/objectives**
  - **Implementation rationale**
    - Why was this initiative started? How did it come about?
  - **Stakeholder involvement & collaborators**
    - Please address the following: persons and organizations involved, timeline, description of implementation efforts, and plans for the initiative's sustainability.
  - **Data collection & dissemination**
    - How are you tracking success, outcomes, and other measures for this initiative?
  - **Sustainability**
    - How will this initiative be sustained? How are you leveraging resources to ensure its sustainability?
  - **Health equity**
    - Does this initiative advance health equity? If so, how?

- **Commitment and action to equitable and fair opportunity to health (health equity efforts)**

- We consider health equity efforts to mean actions towards supporting fair and just opportunities for health for all members of your community.
- Gold/Silver: Has your community developed or implemented a plan to support such efforts?
- Bronze: How has your community expressed a commitment to addressing health equity?

- **Sustainable & long-term solutions**
  - How is your community building capacity to work on policy, systems and environment change?
- **Sustainable leadership capacity**
  - How is your community planning to build sustainable leadership capacity?

Application Platform

The Wisconsin Healthy Communities Designation uses Award Force, an online award platform, for managing applications. Your community's lead applicant will receive an invitation to apply with a link to the online application. The lead applicant, co-applicant (if applicable) and collaborators are all welcome to create Award Force accounts to help ensure easy collaboration among multiple partners. A printable application will also be made available.

Application Guidance

The application will include word counts for each section, in addition to hints and resources. You should discuss early on with collaborators what you would like to highlight under each section. Reviewers are looking for evidence-based programs that have been effective in your community in improving health and health equity. Each tier of the designation has different requirements in terms of what communities must demonstrate about the quantity and quality of an initiative's *results* (in other words, the change produced because of the effort). Communities striving to earn the highest level of designation will need to demonstrate more robust, substantial health effects resulting from their implemented initiatives. They will also need to provide the data they gathered to support the claim that their initiatives had such an effect. Consult the program criteria to see expectations for each tier. Sample applications are provided on the Wisconsin Healthy Communities Designation website as examples of what types of questions could be asked of you.

You are required to reference the most relevant What Works for Health strategy and evidence rating for each community accomplishment/initiative highlighted in your application. It is expected that your initiatives are evidence-based. However, reviewers will accept a 'Community Innovation Submission', defined as an approach implemented in your community that does not appear on the What Works for Health strategy list or has an evidence rating of 'insufficient

evidence' or 'mixed evidence.' Find instructions for navigating the What Works for Health database here.

Your community can submit additional documents relating to your initiatives or other community-wide work. However, your application must stand alone separate from those materials.

Each collaborating organization is required to submit a Letter of Support for the application. Letters of Support can be attached to your application as a PDF in Award Force.

We recommend that communities carefully review the program criteria and aim for the tier that seems the most appropriate. However, if reviewers determine that your application doesn't meet the requirements for the tier you applied for, they may recommend a designation at a lower level.

Focus on Health Equity

The Wisconsin Healthy Communities Designation has a unique focus on health equity. The program relies on the following definition of health equity "Health equity means that everyone has a fair and just opportunity to be healthy. This requires removing obstacles to health such as poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care." (Braveman, Arkin, Orleans, Proctor, Plough, 2017). We anticipate every community to be at different levels in their journey to advance health equity. Prior to completing your application, it applicants are encouraged to view the Health Equity Training Modules, created by MATCH and the Wisconsin Center for Public Health (WiCPHET).

FAQs

Why should communities apply?
Ensuring that everyone in our communities has a fair opportunity to be healthy reaches well beyond the traditional work of health care providers and public health departments. When communities invest time, effort, and other resources into community conditions that support health, they are also investing in their economic vitality. But being a healthy community means more than healthy eating and active living. It also means having high quality education and jobs that provide adequate income, affordable and safe housing and transit options, and clean air and water. Communities that pay attention to the many factors that influence health, including the social determinants of health, have a greater chance of creating conditions where all residents have the opportunity to be healthy.

Communities that apply for and receive the **Healthy Communities Designation** will have a way to demonstrate the quality of life in their community. The application process is designed to boost existing health improvement efforts by providing guidance on the types of strategies and initiatives that have been shown to work, as well as by encouraging applicants to increase the degree of collaboration among diverse stakeholder groups in their communities.

What makes a community *healthy*?
While there is no simple equation that can differentiate a healthy community from an unhealthy one, **a healthy community is one that broadly assesses its needs and subsequently examines and addresses the *multiple factors* that determine health:**

- **Health Behaviors** – including diet and exercise, alcohol and drug use, tobacco use, and sexual activity;
- **Clinical Care** – including access to care and quality of care,
- **Social & Economic Factors** – including education, employment, income, family and social support, and community safety; and
- **Physical Environment** – including air and water quality, housing, and transit.

The Wisconsin Healthy Communities Designation recognizes and encourages local efforts to improve the overall health of the community. Designation-worthy efforts are those that display the community's broad vision of health and that are *sustainable* in nature. In other words, the changes that result from community efforts aren't one-time occurrences; instead, effects are likely ongoing because efforts target policy, systems, or environmental changes.

Each community is its own "expert," knowing more about its strengths, weaknesses, resources, and needs than anyone else. With that in mind, there isn't a cut-and-dried recipe for community health. The Designation is designed to recognize local community success and to serve as a *guide* that communities can use to expand and enhance their health improvement efforts. As part of the application process, communities use the Works for Health Wisconsin database to highlight their evidence-based initiatives for local health improvement. They are also encouraged to use it as part of their ongoing community health improvement processes to identity fitting new initiatives based on their assessed needs and resources.

Doesn't a program like this already exist?
There are several programs that recognize and encourage community health, but they each tend to focus on a limited area of well-being. What sets the Wisconsin Healthy Communities Designation apart is its decision to incentivize and recognize communities that are working to advance a broad view of health. This broader perspective acknowledges the reality that factors such as individual behavior, education and employment opportunities, transportation, and air and water quality all influence health as much or more than more traditional areas of focus (such as access to health care and improved health behaviors). ***Recognizing this broader picture of health is what sets us apart.***

How many communities can "win"?
This is a *designation* program rather than a prize program, which means each applicant that meets the program's criteria will earn a healthy community designation. **There is no maximum number of communities that can earn this designation.**

We have existing information about our work. Is it OK to attach these materials to the application?
Communities are encouraged to upload existing documents and insert website links that they believe are relevant and useful for their application's review. Communities may also submit material relevant for each initiative they include. ***However, the written application must be able to stand alone*** and provide the review committee with a thorough description of the initiative. Additional documents and links are intended only for supplemental and validation purposes.

What are the reviewers looking for?
The Healthy Communities Designation reviewers will determine whether your community earns designation. This tiered approach allows the acknowledgement of communities' early, limited efforts (bronze status) while providing more distinguished recognition for more comprehensive, long-lasting efforts (silver or gold status).

Each tier of designation has different requirements in terms of what communities must demonstrate about the quantity and quality of an initiative's *results* (in other words, the change produced because of the effort). Communities striving to earn the highest level of designation will need to demonstrate more robust, substantial health effects resulting from their implemented initiatives. They will also need to provide the data they gathered to support the claim that their initiatives had such an effect.

The program's application process is designed to be a beneficial experience for all communities, regardless of the designation status obtained. Filling out the application requires community members— from prominent local figures, to community organizers, to other passionate residents—to join together to identify and review the health improvement initiatives implemented that address the community's identified health needs. Ideally, this process will prompt investigation by these invested community members into the degree of change resulting from their implemented initiatives; potential avenues for further growth; and new opportunities for targeted efforts.

Communities should refer to the full program criteria grid and application guidance for complete information.

What happens if the reviewers determine that our community doesn't meet the criteria for the tier we applied for? Are we considered for a lower tier?

We recommend that communities carefully review the program criteria and aim for the tier that seems the most appropriate. However, if reviewers determine that your application doesn't meet the requirements for the tier you applied for, they may recommend a designation at a lower level.

What happens if my community earns a designation?

- Communities that earn a Healthy Communities Designation (at any tier) will receive.
  - A graphic/logo with the year of the community's receipt, to be used on community produced materials;
  - One road sign or banner (community's choice) to display in the community, with the option to purchase additional products;
  - A communication toolkit with sample press releases and other material to share your community's news,
  - An invitation to attend a recognition event, at which community members will be honored for their health efforts alongside other communities earning designation, and
  - Access to and participation in a network of other Healthy Community designees, through which communities can collaborate, encourage one other, and share successes (and stumbling blocks) experienced during their health improvement efforts.

Each community's designation status will be valid for three years. Designated communities will have the opportunity to re-apply to maintain their status or apply for a higher status before their three-year designation expires.

The Wisconsin Healthy Communities Designation is a program of the University of Wisconsin Population Health Institute's Mobilizing Action Toward Community Health (MATCH) Group. The Wisconsin Healthy Communities Designation program is funded by the Wisconsin Partnership Program at the UW School of Medicine and Public Health.

For additional information, please visit wihealthycommunities@wisc.edu or contact www.wihealthycommunities.org.

2020 Silver Application

Please note - This PDF application is provided so that you may see the questions in the HCD application Guidance for the questions is only provided in Award Force. Should questions or guidance change during the application process, it will only be changed in Award Force, not this PDF.

Application Home Screen
Important Reminders: - Application deadline: April 24, 2020 - Please read through all instructions and questions carefully. - Reference the designation tier criteria throughout the application process. - This application is specific to the tier you are applying for. If you determine that a different designation tier is appropriate for your community, please contact program staff. - If you have any questions on the application process, please contact the Healthy Communities Designation team by email, wihealthycommunities@wisc.edu. Resources: - Helpful resources to reference through the application process can be found here. - Hints and guidance are incorporated throughout the application.
1. Start
Question
Designation Level (Select One): ❑ Bronze ❑ Silver ❑ Gold
Application Name:
2. Applicant Information
Question
Community Name:
Community Type (Select One): ❑ Neighborhood

❑ Municipality ❑ Town ❑ County ❑ Region ❑ Tribe
Estimated Population.
Lead Applicant Organization:
Mailing Address.
Primary Contact Person:
Primary Contact's Title & Organization:
Primary Contact's Phone Number:
Primary Contact's Email Address:
Collaborators·
I am applying as a community coalition that does not have 501c3 status or a permanent mailing address. ❑ Yes ❑ No
Coalition Co-Applicant:
Coalition Co-Applicant Mailing Address:
Coalition Co-Applicant Contact Person:
Coalition Co-Applicant Contact Person Title:
Coalition Co-Applicant Contact Person Phone Number:
Coalition Co-Applicant Contact Person Email Address.
3. Community Information
Question
Community Description: Please provide a brief description of your community, including location, composition, context, and other details that make your community unique. *(Max. 450 words)*
Community Needs & Resources. Describe how your community has assessed its community health needs and resources and identify what the key needs/priorities are. *(Max 400 words)*

4. Community Initiatives
In this section, identify 5-7 initiatives that your community has implemented. It is encouraged to include initiatives that address the social determinants of health, include multi-sector partnerships, and/or are addressing your community's priority health needs. For each initiative, indicate whether it is included in the What Works for Health database or whether it is an alternative 'Community Innovation Submission' (an approach implemented in your community that does not appear on the strategy list or has an evidence rating of 'insufficient evidence' or mixed evidence'. These instructions describe how to navigate the What Works for Health database.
Question
Initiative 1 Name:
Please check one: ❑ In What Works for Health Database ❑ Community Innovation Submission
What Works for Health Strategy Name:
What Works for Health Evidence Rating (Select One:) ❑ Scientifically supported ❑ Some evidence ❑ Expert opinion ❑ Insufficient evidence ❑ Mixed evidence
Which category of health factors does this initiative address? ❑ Health Behaviors ❑ Clinical Care ❑ Social & Economic Factors ❑ Physical Environment
Brief initiative description *(Max. 150 words)*
Why did your community decide to implement this initiative? *(Max. 200 words)*
Initiative Partners:
Goals and objectives for this initiative:
Describe the reach of this initiative. If reach is limited to a specific group in your community, please indicate why. *(Max 150 words)*
Describe the target audience of this initiative. *(Max. 150 words)*
Implementation & Sustainability Details *(Max. 300 words)*

How are you measuring success for this initiative? *(Max. 300 words)*
Does this initiative advance health equity? If so, how? *(Max. 200 words)*
INITIATIVE QUESTIONS REPEAT FOR INITIATIVES 2-7 **Initiatives 6 & 7 optional*
5. Health Equity
Question
Silver applicants must meet the minimum threshold for health equity - demonstrating a commitment to and actions that show the importance of equitable and fair opportunity for health. [Select all that apply]: ❑ We have a clearly stated commitment to equitable and fair opportunity for health. ❑ Health equity conversations are occurring across multiple sectors ❑ Those who have had limited opportunity/poor health are included in conversations Has your community developed a plan to support health equity efforts? Please describe your efforts. *(Max. 400 words)*
6. Sustainable and Long-Term Solutions
Question
How has your community demonstrated work on policies, systems, and environmental change? *(Max. 300 words)*
7. Securing and Making the Most of Available Resources
Question
How is your community securing and making the most of available resources including dollars, people, power, etc. [Select all that apply]: ❑ Some diverse funding is in place. ❑ Community is building capacity to leverage dollars, partners, and assets. Please briefly describe your community's efforts, as selected above. *(Max. 300 words)*
8. Sustainable Leadership
Question
How is your community planning to build sustainable leadership capacity? *(Max. 300 words)*
Letters of Support
Communities are required to demonstrate evidence of diverse support for their application by uploading

letters of support from various community stakeholders, including collaborators and co-applicants (if applicable). The purpose of submitting letters of support is to demonstrate a commitment for sustained community collaboration to improve health and quality of life.

- Collaborators listed at the beginning of the application must provide letters of support that attest to their collaboration in the application process.
- If you have a required co-applicant, the co-applicant must also provide a letter of support.

Please upload a single PDF document that includes all of your community's letters of support.

Optional Supplemental Materials

You may upload any relevant documents and/or include website links you believe would be helpful for reviewers as they assess this application (e.g., news report, needs assessment, evaluation report, etc.). Such submissions should serve only as additional support and should not take the place of the information requested elsewhere in the application. The application should be able to stand alone.

Add attachments
Add link or video

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APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE Mar 3, 2020
REPORTS & RECOMMENDATIONS	**Presentation of a draft Public Facilities Needs Assessment and Impact Fee Study for Parks Facilities, Library Facilities, Law Enforcement and Municipal Court Facilities, Transportation System Facilities, and Fire Protection and Emergency Medical Service Facilities, setting Impact Fees for same, exempting Public Schools Institutional development from paying Impact Fees, setting a basis for annual increases of Impact Fees, establishing a method of addressing Affordable Housing and the payment of Impact Fees, and directing a Public Hearing to be held for Public comment on the Needs Assessment and Impact Fees Ordinance Amendment**	ITEM NUMBER G.2.

Background

Attached is a draft Public Facilities Needs Assessment and Impact Fee Study. Page 1 provides the Purpose and Background for the Study. The Study addresses Parks, Library, Law Enforcement, Fire Protection and Transportation public facilities needs. Other facility needs, such as Water and Sanitary Sewer, will be addressed in a study later in 2020.

The Study addresses other issues, which require direction from the Common Council on related matters associated with impact fees. Such issues as the imposition of impact fees on Institutional development, the financial calculation amount projection process by which impact fees change from year to year, and how impact fees apply to new affordable housing.

Analysis

The draft Study establishes revised impact fees for single-family, two-family, multi-family, commercial and industrial developments. The revised fees generally decline from historical levels, except for industrial development.

The Study recommends the fees for Single-family and Two-family developments as follows:

	Current	Proposed	Change
Parks facilities	$3,774	$1,928	(1,846)
Library facilities	1,069	330	(739)
Law Enforcement facilities	973	510	(463)
Fire Protection facilities	523	445	(78)
Transportation facilities	101	651	550
Total	6,440	3,864	(2,576) (40%)
Water	2,640	TBD	
Sanitary Sewer (limited area)	3,277	TBD	
Total	12,357	TBD	

The Study recommends the fees for Commercial Development (assumes 30,000 sq ft) as follows:

	Current	Proposed	Change	
Law Enforcement facilities	$7,440	$5,190	(2,250)	
Fire Protection facilities	4,110	4,530	420	
Transportation facilities	8,520	6,600	(1,920)	
Total	20,070	16,320	(3,750)	(19%)

The Study recommends the fees for Industrial Development (assumes 75,000 sq ft) as follows:

	Current	Proposed	Change	
Law Enforcement facilities	$4,875	$6,375	1,500	
Fire Protection facilities	2,700	5,550	2,850	
Transportation facilities	5,550	8,100	2,250	
Total	13,125	20,025	6,900	53%

The increase in Industrial fees stems from the reduced development in the study.

On November 5, 2013, Resolution No. 2013-6924 was unanimously adopted directing staff to prepare an ordinance for the "exemption of public schools districts from application of impact fees applicable to institutional or non-residential development." Such ordinance was considered by the Common Council on January 7, 2020 following a Public Hearing at that meeting. The discussion involved the then forthcoming updated Study; no action was taken on the ordinance. Attached is a memo from Ruekert Mielke dated February 23, 2020 addressing this issue. It states that "growth in schools depends on growth in the other classes, especially residential" development, which "causes school districts to grow, so this new development should bear the cost for that growth, since growth in schools simply would not happen without growth in these classes." The draft Study includes a statement that no growth is forecast for institutional development (pg 3 – paragraph under Table 2), "so R/M recommends that fees for this class [institutional] be dropped."

A separate ordinance would be needed to exempt the institutional class of public schools development from the Water and Sewer impact fees, as those are not included in the current draft Study. That ordinance should be made retroactive to January 1, 2013 in reference to Resolution No. 2013-6924. Several Institutional developments occurred after January 1, 2013. The Franklin Public Middle School project permit application was made in October, 2017. A local church paid $3,770 in impact fees in June, 2018. Should the Council choose to exempt the Middle School project as requested by the Franklin School District and the intention of the Resolution 2013-6924, then setting the Impact fee at zero for the Institutional class effective January 1, 2017 would accomplish that goal.

Annual Increases – the Study (page 4) addresses the issue of periodic increases in the amount of the impact fees. Currently, impact fees are increased 5% per year, effective January 1. From 2004, when the impact fees were reset, the impact fees have risen 208%. The result is that impact fees have risen faster than inflation.

The Study offers the use of the U.S. Census Bureau's Construction Price Index (CPI) for single-family houses as an alternate measure of residential construction cost increases. Had this measure been selected in 2004, impact fees would have risen 143%, much less than the 5% each year.

How to reasonably maintain the amount of impact fees over time is one part of the equation. The housing index might better match the increase in construction costs that the impact fees are designed to generate and compensate.

Another factor in the impact fee index equation, is monitoring the assumptions about City growth used to generate the impact fee. See table 10 on page 9 of the Study. Included in the Parks impact fee determination, are several factors that should be monitored over time. If actual growth or density varies significantly from that in the Study, then the fees collected will either exceed those needed to support the growth facilities or not recover those costs.

Since 2004, when the Fire, Law Enforcement, Library and Transportation fees were set, new development growth has significantly lagged that in the prior study. As a result, Fire, Law Enforcement and Library fee collections have under performed that which was projected in the study, such that the City has had to tax all residents through debt service levy to recover the shortfalls.

The Study suggests (page 2) that "Franklin could adopt a policy to revise its fees if a three-year average growth rate rises above 2 percent, or double what is forecast. When conditions change significantly, Franklin should update its fees." The Finance Committee recognized this concept when it recommended in the fall of 2018 that the Impact Fee Study be updated. Setting a policy that would cause a Needs Assessment to be completed every 5 to 7 years would cause changes in planning and growth patterns to be considered in re-setting impact fees.

On page 19 of the Study, a discussion of Housing Affordability was included. Table 25 indicates that the proposed fee raises the affordability of the average single-family development by 1%. The metrics change however, when a much smaller development occurs, then the impact fee becomes a greater determinate of affordability. The Study indicates that the City has the option of waiving or reducing the impact fee for low income housing.

COUNCIL ACTION REQUESTED

Requested action:

1. Accept the Public Facilities Needs Assessment and Impact Fee Study draft with any changes the Council deems appropriate and direct that a Public Hearing be held to consider input and adopt a revised Impact Fee Ordinance;
2. Provide direction on the form of any annual increase escalator:
    a. the study provides an option of the U.S. Census Bureau's Construction Price Index for single-family houses, or
    b. such other method the Council deems appropriate;
3. Create a policy that would cause a Needs Assessment to be completed every 5 to 7 years,
4. Exempt the Institutional class of development which includes schools (retroactive to 2017); and set the impact fee amount for the class at $0 (based upon the historical lack of development in the class);
5. Provide direction on the provision for housing affordability in the Study:
    a. waiving the impact fee for those single-family developments with a construction cost of $120,000 or less, or
    b. reducing the impact fee by some percentage for those single-family developments with a construction cost of $120,000 or less,
6. Such other direction the Council deems appropriate

To: City of Franklin Common Council
From: Edward Maxwell, M.B.A., Ruekert & Mielke
Date: February 23, 2020
Re: Imposing Impact Fees on the School Districts

Whether to charge impact fees to public schools amounts to a policy decision. The City of Franklin can impose impact fees on the school districts or abstain from doing so depending on what it deems best.

While Wisconsin Statute s. 66.0617 does not automatically exempt public schools from impact fees, it does not prohibit such an exemption either.

The current study proposes eliminating the "institutional" category under which schools fall, so it does not anticipate that revenue from public school projects. Thus no one would pay more in impact fees if the public schools are exempted.

If the Franklin school district is required to pay impact fees, all property owners would pay more since the cost of those fees would be passed through to them via higher property taxes. The cost of the fees would thereby be spread throughout the whole community rather than being borne by the specific parties that benefit, as is the intent of the Wisconsin Statutes. Requiring the Franklin school district to pay the impact fees waters down the intended application of these fee upon developers, who bring about growth.

Franklin could exempt all three public school districts within the City on the grounds that growth in schools depends on growth in the other classes, especially residential. In other words, new development in other classes causes school districts to grow, so this new development should bear the cost for that growth, since growth in schools simply would not happen without growth in these classes.

If Franklin decides to create a policy to exempt public schools, Ruekert & Mielke recommends that the City consult with its municipal attorney to confirm that no changes are needed to its municipal code beyond adding a sentence that exempts the public schools from being charged impact fees.

Public Facilities Needs Assessment and Impact Fee Study

PREPARED FOR:

City of Franklin

9229 W. Loomis Rd

Franklin, WI 53132

PREPARED BY:

Ruekert & Mielke, Inc.

4001 Nakoosa Trail, Suite 200
Madison, WI 53714

Public Facilities Needs Assessment and Impact Fee Study

February 2020

Ruekert · Mielke

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PUBLIC FACILITIES NEEDS ASSESSMENT AND IMPACT FEE STUDY

PURPOSE AND BACKGROUND

This study is a public facility needs assessment under Wisconsin Statutes s. 66.0617(4). This study develops and recommends impact fees that comply with the impact fee standards in Wisconsin Statutes s. 66.0617(6).

Ruekert & Mielke, Inc. (R/M) and the City of Franklin (Franklin) have prepared several impact fee studies and updates:

2002 Public facilities needs assessment and impact fee study for law enforcement, municipal courts, fire protection, emergency medical services, library, park, transportation, and water facilities

2004 Amendment to impact fees for law enforcement, municipal court, fire protection, and emergency medical services facilities

2012 Public facilities needs assessment and impact fee study for southwest sanitary sewer service area

2013 Public facilities needs assessment and impact fee study update for parks

2015 Public facilities needs assessment and impact fee study update for parks.

Prior studies provided even more detailed breakdowns of projects than this study does. The level of detail was scaled back to account for the state statutes granting much latitude to municipalities in how they spend impact fee funds. As the footnotes to Wisconsin Statutes s. 66.0617 explain, the law "allows a municipality to impose impact fees for a general type of facility without committing itself to any particular proposal before charging the fees." Therefore, the level of detail provided in prior studies is not needed and may even give the impression that Franklin does not have flexibility in its spending of impact fee funds. In fact, the footnotes to the statutes make explicit that a "municipality must be allowed flexibility to deal with the contingencies inherent in planning." The project detail that follows in this study represents Franklin's best planning at this time, but Franklin reserves its statutory right to alter its planning to best suit evolving needs after this study is finished.

The sections on law enforcement and library facilities refer to the prior study for detail such as standards since all the proposed projects have been completed and no new projects have been added for these departments. The prior study fulfilled the statutory requirements for these projects. Only debt needs to be paid on previously completed projects, so these sections will focus on the fees required to pay off the debt.

The parks department has completed some but not all the proposed projects, so the inventory, standards, and the previously planned projects that have not been completed are presented in the parks section. The parks section explains how this study could be amended to include future projects and provides an example. This amendment process would be the same for the other

sections that currently do not have new projects planned if one or more of these departments needs to add facilities to accommodate new growth.

As required by the Wisconsin statutes, the sections for transportation and the fire department and emergency medical services each contains an inventory of existing facilities, a list of planned projects, the service standards, existing deficiencies, and the calculation of the impact fee.

GENERAL

The growth forecast and service area give a common framework for developing impact fees for specific facility types. The annual increase section explains a new approach for handling inflation.

Growth Forecast

We forecast the following population growth through 2040 as shown in Table 1.

Table 1 - Population Forecast

Year	Residential Population
2010	35,497
2015	36,270
2020	36,516
2025	37,886
2030	39,406
2035	41,746
2040	43,576

Our population forecast is based on the most recent Wisconsin Department of Administration Demographics Services Center forecast. R/M adjusted the Demographics Services Center forecast to match the most recent US Census City of Franklin population estimate.

This forecast assumes an annual growth rate of close to 1 percent. If Franklin grows at a significantly higher or lower rate, especially over the course of several years, Franklin should update its impact fees to reflect this change in growth. Franklin could adopt a policy to revise its fees if a three-year average growth rate rises above 2 percent, or double what is forecast. When conditions change significantly, Franklin should update its fees.

The population forecast is used to calculate fees that are charged only to residential development. Some departments directly benefit only residences and not businesses or industry, so the population forecast determines how many new residents will be charged impact fees. These departments include library and parks.

The other departments directly benefit residential, commercial, and industrial development, so impact fees for these departments need to be based on a forecast other than just population. The

fees for these departments are based on square feet of new building development. To determine new development for businesses and industry, we used the Southeastern Wisconsin Regional Planning Commission (SEWRPC) land use planning data and Franklin's final statement of assessment for 2019.

The statement of assessment provided the acres in the chart below for 2020 residential, commercial, industrial, and agricultural classes. R/M based the other classes' acreage on data provided by SEWRPC. To forecast through 2040, R/M calculated the annual growth rate that SEWRPC projected for each land use class and applied 20 years' worth of growth to the 2020 acreage in each class. The growth or reduction in each class is shown in the column on the far right of Table 2.

Table 2: Extrapolated Land Use in the City of Franklin: 2020 and 2040

Land Use	2020 Development (Acres)	2040 Development (Acres)	Change (Acres)
Developed Land			
Residential	6,682	7,168	486
Commercial	557	645	88
Industrial *	545	644	99
Transportation, Communication, and Utilities	2,173	2,256	83
Governmental and Institutional	454	451	-2
Recreational	855	887	32
Developed Land Subtotal	11,266	12,051	785
Undeveloped Land			0
Agricultural	4,026	4,126	100
Natural Resource Areas			0
Wetlands	2,626	2,595	-32
Woodlands	1,539	1,446	-92
Surface Water	345	348	3
Natural Resource Areas Subtotal	4,510	4,389	-121
Unused and Other Open Lands	2,915	2,150	-765
Undeveloped Land Subtotal	11,451	10,665	-785
Total	22,717	22,717	0

* 2040 development adds 71 acres of known industrial development onto SEWRPC's annual growth rate.

Although the 2002 impact fee study included fees for institutional land use, as Table 2 shows, no growth is forecast for this class, so R/M recommends that fees for this class be dropped.

Focusing on changes in land use for the classes responsible for development, Table 3 below was created to allocate impact fees among the classes based on their share of the growth. In other words, since residential land use is forecast to make up 72% of the growth, 72% of costs eligible for impact fees will be assigned to and paid for by residential development. The Development column numbers in Table 3 come from the far right column in Table 2.

Table 3: Development Land Use Change between 2020 and 2040

Land Use	Development (Acres)	Percent of Category
Residential	486	72.3
Commercial	88	13.0
Industrial	99	14.7
Total	673	100.0

The residential fees are charged on a per-residence basis. The commercial and industrial fees are charged on a per-square-foot-of-building basis. To arrive at a forecast of square feet of building for commercial and industrial development in Table 4 below, R/M multiplied the anticipated acreage for each class by the ratio of building area to gross lot area. The result, the Forecast Incremental Building Floor Area, serves as the basis for dividing up costs for the two classes in the chapters that follow.

Table 4: Forecast Incremental Building Floor Area: 2020 to 2040

Land Use	Extrapolated Development (Acres)	Average Gross Floor Area Ratio *	Forecast Incremental Building Floor Area (sq ft) **
Commercial	88	0.32	1,220,437
Industrial	99	0.65	2,793,540
Total	186		4,013,977

* Source: City of Franklin Unified Development Ordinance.

** 1 acre = 43,560 square feet.

Service Area

Wisconsin Statutes s. 66.0617(4)(a)2 requires Franklin to base impact fees on an explicitly identified service area. The service area for this study is the entire City of Franklin.

Annual Increases

Acting in line with many other communities throughout the state, Franklin has been increasing its impact fees annually to account for inflation. This practice helps Franklin's fees keep pace with rising costs for projects. Franklin should consider adjusting fees each year based on a reliable yet readily accessible measure of inflation for projects, such as the US Census Bureau's Construction Price Index for single-family houses under construction. Franklin could use the change from the twelve-month period preceding September of the prior year to implement its increases in January.

Other municipalities tie their increases to such measures. Doing so provides a cogent rationale for not only the increase but also the amount of the increase itself.

PARKS FACILITIES

Franklin plans to continue to impose impact fees to fund parks facility improvements. Parks impact fees were last updated by R/M in 2015.

Table 5 inventories existing parks facilities.

Table 5 - Parks Inventory

Regional and Multi-Community Parks	Area (Acres)
Root River Parkway	2,166
Whitnall Park	388
Oakwood Park and Golf Course	278
Milwaukee County Sports Complex	132
Crystal Ridge	92
Franklin Park	165
Grobschmidt Park	143
Subtotal	3,364

Community Parks	Area (Acres)
Lion's Legend Park	38
Froemming Park	16
Franklin High School	77
Forest Park Middle School and District Office	40
Subtotal	171

Neighborhood Parks	Area (Acres)
St. Martins Robinwood	19
Pleasant View	24
Jack E. Workman	12
Southwood Glen	9
Christine Rathke Memorial	7
Pleasant View Elementary School	14
Ben Franklin Elementary School	12
Country Dale Elementary School	10
Southwood Glen Elementary School	9
Robinwood Elementary School	8
Subtotal	124

Mini Parks	Area (Acres)
Lions Baseball Field	9
Cascade Creek	9
Friendship	2
Glen Meadows	1
Dr. Lynette Fox Memorial	0.4
Ken Windl	7
Subtotal	28

Special Parks	Area (Acres)
Franklin Woods Nature Center	40
Franklin Little League Complex	26
Meadowlands Park	15
Ernie Lake	14
Mission Hills Neighborhood Wetlands	14
Market Square	1
Victory Creek	85
Subtotal	194
Grand Total (Acres)	3,881

Site Name	Length (Linear Feet)
Connecting Trail System (City Controlled)	50,504

Table 6 shows spending by year for parks projects through 2030. These cost estimates were provided by City staff for the last impact fee update and were adjusted by R/M to reflect annual inflation. The timing for several projects has been adjusted to reflect the 2020 budget and more recent planning.

Table 6 - Previously Planned Parks Projects Detail

Parks and Recreation Facilities Needs Assessment

Capital Improvement Plan

Improvement / Land Acquisition	Park Type	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
Southwest Park-Development	Community		-	-	-	-	2,848,807	2,848,807	-	-	-	-	5,697,613
Planned Trails, Bicycle Routes & Linkages-Development	Connecting Trail Facilities	350,000	507,356	507,356	507,356	507,356	-	-	-	-	-	-	2,379,425
Pleasant View Neighborhood Park-Development	Neighborhood	150,000	-	-	-	-	-	-	-	-	-	-	150,000
Christine Rathke (Formerly Quarry View Park)-Development	Neighborhood	2,027	-	-	-	-	-	-	-	-	-	-	2,027
Forest Hill Neighborhood Park--Development	Neighborhood	-	-	-	1,757,770	-	-	-	-	-	-	-	1,757,770
Hillcrest Neighborhood Park-Development	Neighborhood	-	-	2,147,757	-	-	-	-	-	-	-	-	2,147,757
Mini-Park #1	Mini	-	-	-	-	-	-	347,603	-	-	-	-	347,603
Mini-Park #2	Mini	-	-	-	-	-	-	347,603	-	-	-	-	347,603
Mini-Park #3	Mini	-	-	-	-	-	-	-	347,603	-	-	-	347,603
Mini-Park #4	Mini	-	-	-	-	-	-	-	-	347,603	-	-	347,603
Mini-Park #5	Mini										347,603		347,603
Meadowlands Park-Development	Special	42,156											42,156
Franklin Woods Nature Center--Development	Special					756,282							756,282
Mission Hills Neighborhood Wetlands-Development	Special	47,299											47,299
Mahr Woods Special Park Development	Special											207,931	207,931
Victory Creek Park--Development	Special	-	-	-	-	-	-	-	-	-	-	117,042	117,042
Park Improvements - Development	Community	250,000	278,358	-	-	-	-	-	-	-	-	-	528,358
All-Inclusive Park - Development	All-Inclusive	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total		$841,482	$785,714	$2,655,114	$2,265,127	$1,263,639	$2,848,807	$3,544,013	$347,603	$347,603	$347,603	$324,974	$15,571,678

Notes:
Projects and associated costs provided by City of Franklin Staff
Costs adjusted for annual inflation from 2015 to 2020 using ENR's Construction Cost Index

The project Park Improvements refers to upgrades needed to existing facilities in any park to accommodate new growth. These improvements include such items as lighted or unlighted tennis courts, dog parks, splashpads, restrooms, and fitness stations. They expand park features and are not maintenance or replacement of existing park features.

Table 7 summarizes the total costs and shows acres for each project except for trails, which are measured in linear feet.

Table 7 - Previously Planned Parks Projects Summary

Project	Cost	Acres
Community Parks		
Southwest Park-Development	$ 5,697,613	200
Park Improvements - Development	528,358	-
Subtotal	6,225,971	200
Neighborhood Parks		
Forest Hill Neighborhood Park--Development	1,757,770	40
Pleasant View Neighborhood Park-Development	150,000	14
Christine Rathke (Formerly Quarry View Park)-Development	2,027	9
Hillcrest Neighborhood Park-Development	2,147,757	20
Subtotal	4,057,555	83
Mini Parks		
Mini-Park #1	347,603	3
Mini-Park #2	347,603	3
Mini-Park #3	347,603	3
Mini-Park #4	347,603	3
Mini-Park #5	347,603	3
Subtotal	1,738,016	15
Special Parks		
Meadowlands Park-Development	42,156	15
Mission Hills Neighborhood Wetlands-Development	47,299	15
Franklin Woods Nature Center--Development	756,282	40
Victory Creek Park--Development	117,042	85
Mahr Woods Special Park-Development	207,931	30
Subtotal	1,170,711	185
Trails	Cost	Linear Feet
Planned Trails, Bicycle Routes & Linkages-Development	2,379,425	43,547
Subtotal	2,379,425	43,547
Total	$ 15,571,678	

The total cost for planned projects in the update from 2015 exceeded $29.3 million. Several of these projects have been completed since the update. The community center had to be removed from consideration for impact fees because of changes in state law.

Table 8 shows how much of Franklin's previously planned projects are eligible to be funded through impact fees. These cost percentages from the prior study apply only to the previously planned projects. (New projects would use the process described below for Tables 12 through 14 to determine the percentages that would be eligible for impact fees for these projects.)

Table 8 - Costs Eligible for Impact Fees from Previously Planned Projects

Community Parks	36%
Neighborhood Parks	47%
Mini Parks	43%
Special Parks	36%
Trails	62%

Taking the costs from Tables 6 and 7 and applying the percentages from Table 8 produce the following costs in Table 9.

Table 9 - Costs Eligible for Impact Fees from Previously Planned Projects

Category	Total Project Cost	% Eligible	$ Eligible
Community Parks	$ 6,225,971	36%	$ 2,241,350
Neighborhood Parks	4,057,555	47%	1,907,051
Mini Parks	1,738,016	43%	747,347
Special Parks	1,170,711	36%	421,456
Trails	2,379,425	62%	1,475,244
Total			$ 6,792,447

Impact fees are calculated in Table 10. The existing fund balance for parks impact fees is deducted from the eligible costs since those dollars were already collected to pay for these projects. The population forecast runs only through 2030 to match the planning period for the projects.

Table 10 - Parks Impact Fees

Forecast 2030 Population		39,406
Estimated Current Population		36,516
Population Growth		2,890
Costs Eligible for Impact Fees	$	6,792,447
Less Existing Park Fund Balance		4,982,477
Costs to be Charged through Impact Fees	$	1,809,970
Recommended Fee per Person	$	626

Development Type	Assumed People per Unit	Forecast Units	People per Development Type	**Recommended Fee per Development Type**	Total Forecast Fees
Single-family or Two-family Dwelling Unit *	3.08	723	2,225	**$ 1,928**	$ 1,393,677
Multi-family Dwelling Unit **	2.00	332	665	**$ 1,253**	416,293
Total		1,055	2,890		$ 1,809,970

* Extrapolated based on US Census data and Milwaukee Metropolitan Sewage District data.
** Assumes 2 people per unit on average.

The recommended fees are less than the current fees because many of the projects proposed in the prior study have been completed, and no new ones have been added.

If any new projects are added, this study can be amended by completing the tables below. New projects would use the same standards, but the inventory would include all the planned projects, and the forecast would include growth through 2040. The new projects would be added in the column Additions, and the financial model would calculate what share of the projects would be eligible to be recovered through impact fees. The population forecast in Table 11 runs to 2040 for new projects since these projects may occur beyond 2030.

Table 11 - Service Standards for New Parks Projects

Category	Service Standard (per 1,000 Population)	Population Estimate	Current Goal	2040 Population Estimate	2040 Goal
Regional and Multi-Community Parks (Acres)	92	36,516	3,364	43,576	4,014
Community Parks (Acres)	10		371		443
Neighborhood Parks (Acres)	6		206		246
Mini Parks (Acres)	1		43		51
Special Parks (Acres)	10		378		452
Trails (Linear Feet)	2,576		94,051		112,235

Category	Inventory including Planned Projects	Current Deficiency	Additions	New Growth Additions	Portion Eligible for Impact Fees
Regional and Multi-Community Parks (Acres)	3,364	-	-	-	N/A
Community Parks (Acres)	371	-	-	-	N/A
Neighborhood Parks (Acres)	206	-	-	-	N/A
Mini Parks (Acres)	43	-	-	-	N/A
Special Parks (Acres)	378	-	-	-	N/A
Trails (Linear Feet)	94,051	-	-	-	N/A

* Standards are based on recommendations in Franklin's Comprehensive Outdoor Recreation Plan

The Portion Eligible for Impact Fees, along with the estimated project costs, would then be used to calculate the dollar value of the what can be charged through impact fees. The new tables would be in the same format as Tables 9 and 10. The calculations to derive the fees would include only the portions of projects that address serve new growth; impact fees cannot recover costs designed to address existing deficiencies. The calculations would also exclude any portion of a project that would exceed 2040 goals.

All the standards are defined with respect to population. The standards are based on the recommendations in Franklin's latest Comprehensive Outdoor Recreation Plan.

The next 3 tables and explanations are an example of how the fees could be updated if new projects are added. The example projects are not recommendations, just examples to illustrate how the amendment process would work.

Suppose that in addition to the projects in Table 6, Franklin decides to build 50 acres of neighborhood parks, 2 mini parks for a total of 6 acres, and 30,000 linear feet of trails. The financial model would then apply the existing standards to these new projects to calculate the Portion Eligible for Impact Fees. Table 12 below shows the outcome.

Table 12 - Service Standards for EXAMPLE New Projects

Category	Service Standard (per 1,000 Population)	Population Estimate	Current Goal	Population Estimate	2040 Goal
Regional and Multi-Community Parks (Acres)	92	36,516	3,364	43,576	4,014
Community Parks (Acres)	10		371		443
Neighborhood Parks (Acres)	6		206		246
Mini Parks (Acres)	1		43		51
Special Parks (Acres)	10		378		452
Trails (Linear Feet)	2,576		94,051		112,235

Category	Inventory with Planned Projects	Current Deficiency	Additions	New Growth Additions	Portion Eligible for Impact Fees
Regional and Multi-Community Parks (Acres)	3,364	-	-	-	N/A
Community Parks (Acres)	371	-	-	-	N/A
Neighborhood Parks (Acres)	206	-	50	40	80%
Mini Parks (Acres)	43	-	6	6	100%
Special Parks (Acres)	378	-	-	-	N/A
Trails (Linear Feet)	94,051	-	30,000	18,184	61%

* Standards are based on recommendations in Franklin's Comprehensive Outdoor Recreation Plan

Since a part of both the neighborhood parks projects and the trails projects would exceed the standards, only some of those costs would be eligible for impact fees.

Suppose that the neighborhood parks would cost $2,500,000, the mini parks would cost $800,000, and the 30,000 feet of trails would cost $400,000. Inputting the costs into the financial model produces the results in Table 13 below. The Portion Eligible for Impact Fees from Table 12 above equals % Eligible in Table 13. Applying those percentages yields the total cost eligible for impact fees from the new projects.

Table 13 - Costs Eligible for Impact Fees from EXAMPLE New Projects

Category	Total Project Cost	% Eligible	$ Eligible
Regional and Multi-Community Parks	$ -	N/A	TBD
Community Parks	-	N/A	TBD
Neighborhood Parks	2,500,000	80%	1,993,721
Mini Parks	800,000	100%	800,000
Special Parks	-	N/A	TBD
Trails	400,000	61%	242,451
Total			$ 3,036,172

Adding new projects would cause the impact fees to go up. In this example, an incremental $3,036,172 would be added to Table 10's existing Costs Eligible for Impact Fees. Table 14 below matches Table 10 except the Costs Eligible for Impact Fees would rise. This rise in turn would increase the recommended impact fees below. If we assume the projects would occur sometime in the next decade, we would extend the forecast period through 2040. The longer forecast period would partially offset the higher costs because the fees would be spread among more future residents. The end result would be park impact fees would rise by 10 percent.

Table 14 - EXAMPLE Parks Impact Fees

Forecast 2040 Population	43,576
Estimated Current Population	36,516
Population Growth	7,060
Costs Eligible for Impact Fees *	$ 9,828,619
Less Existing Park Fund Balance	4,982,477
Costs to be Charged through Impact Fees	$ 4,846,142
Recommended Fee per Person	$ 686

Development Type	Assumed People per Unit	Forecast Units	People per Development Type	**Recommended Fee per Development Type**	Total Forecast Fees
Single-family or Two-family Dwelling Unit **	3.08	1,766	5,436	**$ 2,113**	$ 3,731,529
Multi-family Dwelling Unit ***	2.00	812	1,624	**$ 1,373**	1,114,613
Total		2,578	7,060		$ 4,846,142

* Includes the $3,036,172 from the example projects.
* Extrapolated based on US Census data and Milwaukee Metropolitan Sewage District data.
** Assumes 2 people per unit on average.

Tables 12 through 14 serve only to illustrate how the existing standards, along with the existing and planned inventory, would be used to calculate impact fees for new projects. Franklin would need to amend this study with specifics of any new project to revise the parks impact fees.

LIBRARY FACILITIES

Franklin plans to continue to impose impact fees to fund the library facility expansion that was undertaken to provide for new growth. Since this expansion was incorporated in the prior study to service new growth, Franklin can impose impact fees to pay the debt on the expansion. The 2002 impact fee study established how much of the expansion's cost could be attributed to new growth. Franklin used the 2000 edition of the *Wisconsin Public Library Standards* to determine its current and future needs. For more detail on the background, standards, and determination of the division of costs between new growth and existing deficiencies, please see chapter 4 of the 2002 study.

As of January 1, 2020, Franklin has $1,030,992 remaining in debt payments on the costs attributed to new growth, and a current fund balance of $273,291. To pay off the difference, Franklin can collect impact fees according to Table 15.

Table 15 - Library Impact Fees

Forecast 2040 Population		43,576
Estimated Current Population		36,516
Population Growth		7,060
Costs Eligible for Impact Fees *	$	1,030,992
Less Existing Library Fund Balance		273,291
Costs to be Charged through Impact Fees	$	757,701
Recommended Fee per Person	$	107

Development Type	Assumed People per Unit	Forecast Units	People per Development Type	**Recommended Fee per Development Type**	Total Forecast Fees
Single-family or Two-family Dwelling Unit **	3.08	1,766	5,436	$ **330**	$ 583,430
Multi-family Dwelling Unit ***	2.00	812	1,624	$ **215**	$ 174,271
Total		2,578	7,060		$ 757,701

* This total is the remaining debt attributable to the new-growth portion of the library-expansion cost.
** Extrapolated based on US Census data and Milwaukee Metropolitan Sewage District data.
*** Assumes 2 people per unit on average.

Library fees have declined because no new projects have been added, and much of the debt has been paid.

If any projects are added, this study can be amended to include them by using the 2040 forecast, the estimated costs, and the standards recommendations from the latest edition of the *Wisconsin Public Library Standards*.

LAW ENFORCEMENT AND MUNICIPAL COURT FACILITIES

Franklin plans to continue to impose impact fees to fund the law enforcement and municipal court facility that was completed in December 2001. Since this facility was incorporated in the prior study to service new growth, Franklin can impose impact fees to pay the debt on this facility. The prior impact fee study established how much of the expansion's cost could be attributed to new

growth. Franklin used the staffing level standards from the 1998 Facility Needs Assessment to determine future facility space needs. For more detail on the background, standards, and determination of the division of costs between new growth and existing deficiencies, please see chapter 6 of the original study.

Franklin has debt payments remaining on the costs attributed to new growth, so the impact fees below are designed to collect those from future residences, industries, and businesses. Applying the 2040 forecast to the remaining debt yields the following impact fees in Table 16 below. The Share of Costs for residential, commercial, and industrial classes comes from Table 3.

Table 16 - Police and Municipal Court Impact Fees

Costs Eligible for Impact Fees *	$ 1,937,952		
Less Existing Police Fund Balance	320,456		
Costs to be Charged through Impact Fees	$ 1,617,497		
Share of Costs			
Residential	72.3%	$ 1,169,670	
Commercial	13.0%	210,556	
Industrial	14.7%	237,271	
Total	100.0%	$ 1,617,497	

Residential Forecast

Forecast 2040 Population	43,576				
Estimated Current Population	36,516				
Population Growth	7,060				
Fee per Person	$ 166				
Development Type	Assumed People per Unit	Forecast Units	People per Development Type	**Recommended Residential Fees**	Subtotal Forecast Fees
Single-family or Two-family Dwelling Unit **	3.08	1,766	5,436	**$ 510**	$ 900,646
Multi-family Dwelling Unit ***	2.00	812	1,624	**$ 331**	269,024
Total		2,578	7,060		$ 1,169,670

* This total is the remaining debt attributable to the new growth portion of the new facility's cost.
** Extrapolated based on US Census data and Milwaukee Metropolitan Sewage District data.
*** Assumes 2 people per unit on average.

Commercial and Industrial Forecast

Land Use	Forecast Incremental Building Floor Area (sq ft)	**Recommended Fee per 1,000 Sq Ft**	Subtotal Forecast Fees
Commercial	1,220,437	**$ 173**	210,556
Industrial	2,793,540	**$ 85**	237,271
			$ 447,827
		Total Forecast Fees	$ 1,617,497

The recommended impact fees are lower than the current fees for most kinds of development because the amount eligible for impact fees has gone down as the debt for the new facility has been paid off, and no new projects have been added.

The police chief indicated that the police department may need to expand the parking lot at some point. If Franklin decides to plan for a parking lot, this study can be amended to include the cost of that project. The previous standard was created on overall facility space in proportion

to population served. A standard for the parking lot could be created on vehicle storage space in proportion to population served.

TRANSPORTATION SYSTEM FACILITIES

Franklin plans to continue to impose impact fees to fund transportation system facilities described in the 2002 impact fee study. Since these facilities were incorporated in the prior study to service new growth, Franklin can impose impact fees to pay the debt on these facilities. The 2002 impact fee study established how much of the facilities' cost could be attributed to new growth. Franklin used the ratio of the volume of traffic to the capacity of each street to determine future facility needs. For more detail on the background, standards, and determination of the division of costs between new growth and existing deficiencies, please see chapter 11 of the 2002 study.

Table 17 below inventories the key City-owned arterial streets. Arterial streets are the major streets, often with wider cross sections, that serve to carry traffic through the community between major destination points or that carry inter-community traffic. The Average Daily Traffic is on days that the roads are not obstructed due to inclement weather, construction, or other significant events.

Table 17 - Transportation Inventory

Road Segment	Average Daily Traffic
35th St from Drexel to Puetz	720
35th St from Puetz to Ryan	1,100
51st St from College to Rawson	7,800
51st St from Rawson to Puetz	6,150
60th St from Ryan to County Line	1,500
68th St from S.T.H. 36 to Rawson	2,300
68th St from Rawson to Puetz	2,650
92nd St from College to Rawson	1,800
92nd St from C.T.H. MM to County Line	NA
Woods Road from Cape to W. City Limits	4,100
Drexel Ave from 27th to 35th	6,500
Drexel Ave from 35th to 51st	7,500
Drexel Ave from 51st to 76th	7,300
Drexel Ave from 76th to S.T.H. 36th	6,900
Drexel Ave from S.T.H. 36 to S.T.H. 45	8,800
Drexel Ave from S.T.H. 45 to C.T.H. MM	5,900
Puetz Rd from 27th to 35th	3,700
Puetz Rd from 35th to 51st	2,500
Puetz Rd from 51st to 76th St	3,200
Oakwood Rd from 27th to 60th	1,300
Oakwood Rd from 60th to 76th	1,300
Oakwood Rd from 76th to 124th	NA
County Line Rd from 27th to 124th	390

Source: Department of Transportation Traffic Count Map

NA: not available

Franklin is adding one new project, the Oakwood Road improvement project. Flooding prevents traffic from using West Oakwood Road between 60th and 76th Streets during and after heavy rainfalls. Improvements include a better bridge and three large aluminum box bypass culverts, along with a minimum top of roadway elevation that exceeds 680 feet. Table 18 shows the cost for this project.

Table 18 - Transportation Capital Projects

Project	Cost
W Oakwood Road Improvements	$ 7,433,048

2017 estimate from R.A. Smith updated for inflation

These improvements will allow traffic to use the road even with significant rainfall. Given that the southwest region of Franklin will likely see the greatest development of all the areas in the next 20 years, improving this section of the road will provide a significant benefit to development.

Table 19 quantifies the benefit of having the road available year-round for existing users and future users of the road. Most of the benefit will go to existing users, but a small portion, 16 percent, will go to future users.

The standard for this project is how much the public uses that section of West Oakwood Road as measured by the Department of Transportation (DOT) in proportion to the current population. The Current Goal column shown in Table 19 below is what the road should accommodate for daily trips year-round at present. In Table 19, the Inventory column shows the current average daily traffic that can pass through year-round, which is zero. With zero for Inventory, the Existing Deficiency column is the whole Current Goal shown on Table 19 of 1,300. The high existing deficiency means most of the cost should be borne by existing users.

The Additions column shown on Table 19 includes the daily trips now when the road is passable (1,300), as well as the incremental forecast daily traffic in the next 20 years (246). The incremental forecast traffic comes from analysis based on data from the DOT, SEWRPC, and GIS. The Additions to Meet 2040 column in Table 19 determines how many of the trips can be attributed to new growth between 2020 and 2040; it is the incremental forecast daily traffic for the next 20 years.

The New Growth Share is the portion of the project that can be attributed to new development and hence can be recovered through impact fees.

Table 19 - Transportation Facility Service Standards

Category	Standard for per 1,000 People	Current Population Estimate	Current Goal
Average Daily Traffic Year-round	36	36,516	1,300

Facility	Inventory	Existing Deficiency	Additions *	Additions to Meet 2040 Needs	New Growth Share
Average Daily Traffic Year-round	-	1,300	1,546	246	16%

* Estimate based on information provided from DOT, SEWRPC data, and GIS data

Table 20 below combines the new project with the existing debt from the projects included in the prior study. It subtracts the existing fund balance before arriving at the amount to be charged through impact fees.

Table 20 - Transportation Impact Fees

	Estimated Cost	New Growth Share	New Growth Cost
Cost for Oakwood Road Improvements	$ 7,433,048	16%	$ 1,182,897
Debt for Previous Eligible Projects *			1,001,292
Less Existing Transportation Fund Balance			119,824
Costs to be Charged through Impact Fees			$ 2,064,365

Share of Costs		
Residential	72.3%	$ 1,492,817
Commercial	13.0%	268,727
Industrial	14.7%	302,822
Total	100.0%	$ 2,064,365

Residential Forecast

Forecast 2040 Population	43,576
Estimated Current Population	36,516
Population Growth	7,060
Recommended Fee per Person	$ 211

Development Type	Assumed People per Unit	Forecast Units	People per Development Type	Recommended Fee per Development Type	Subtotal Forecast Fees
Single-family or Two-family Dwelling Unit **	3.08	1,766	5,436	$ 651	$ 1,149,469
Multi-family Dwelling Unit ***	2.00	812	1,624	$ 423	343,348
Total		2,578	7,060		$ 1,492,817

* This total is the remaining debt attributable to the new growth portion of the transportation projects from the prior study.
** Extrapolated based on US Census data and Milwaukee Metropolitan Sewage District data.
*** Assumes 2 people per unit on average.

Commercial and Industrial Forecast

Land Use	Forecast Incremental Building Floor Area (sq ft)	Recommended Fee per 1,000 Sq Ft	Subtotal Forecast Fees
Commercial	1,220,437	$ 220	$ 268,727
Industrial	2,793,540	$ 108	302,822
			$ 571,548
		Total Forecast Fees	$ 2,064,365

The proposed impact fees are higher than current impact fees because a new project was added and some debt remains from prior projects.

Franklin applied for a grant for this project but did not receive it. Should Franklin apply for another grant and receive it, the grant amount would be deducted from the total project cost, and this chapter of the study would be amended to lower the impact fees.

FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES FACILITIES

Franklin plans to continue to impose impact fees to fund facilities improvements for the department of fire protection and emergency medical services (EMS).

Table 21 inventories existing fire protection and EMS facilities.

Table 21 - Fire Facility Inventory

Fire Station No. 1 Facility Space	Area (Square Feet)
Subtotal Station Space	8,029
Fire Station No. 2 Facility Space	
Subtotal Station Space	8,186
Fire Station No. 3 Facility Space	
Subtotal Station Space	7,230
Total Station Space	23,445

Source: 2002 Impact Fee Study

Table 22 shows the buildout of a fourth fire station, which would be located in the southwest quadrant of Franklin. Since much of the development is anticipated to take place here, locating a new fire station in this quadrant would provide the most benefit and keep response times within standards established by the National Fire Protection Association. The cost and size come from fire station 3, the most recently constructed fire station. The size is based on the fire protection staff's professional opinion that the new station would need to be the same as the existing satellite stations.

Table 22 - Fire Facility Capital Projects

Project: Fire Station 4	Area (Square Feet)	Cost
Station Space	7,230	$ 2,226,754

Cost based on fire station 3 grown by inflation from 2009 to 2020

Per the fire protection staff, this fire station should not be built if Franklin will not fully staff the facility with 4 employees per shift. Without having 2 employees to staff an ambulance and 2 to staff a fire truck, the facility would be underused.

The standard for fire protection and EMS facilities relates square feet of station space to population. Since the existing facility space measures up as adequate according to the fire chief, the standard is set based on the ratio of the current facility space to the current population. With this standard, Franklin does not have any existing deficiencies, nor does it have any excess capacity. Table 23 shows the standards of square feet to population. The Additions column shows the area from Table 22. The Additions to Meet 2040 Needs includes

only the square footage that the standards call for; anything exceeding the standards cannot be included.

The New Growth Share is the percentage of the overall project cost that can be recovered through impact fees.

Table 23 - Fire Facility Service Standards

Category	Standard per 1,000 Population	Current Population Estimate	Current Goal
Station Space (Square Feet)	642	36,516	23,445

Facility	Current Inventory	Existing Deficiency	Additions	Additions to Meet 2040 Needs	New Growth Share
Station Space (Square Feet)	23,445	-	7,230	4,533	63%

Table 24 shows the impact fee calculation. Since Franklin is still paying off the debt for fire station 3, which was included in the prior impact-fee study, this debt is included in what can be charged through impact fees. The existing fund balance is deducted from what can be charged.

Table 24 - Fire and Rescue Services Impact Fee

	Estimated Cost	New Growth Share	New Growth Cost
Cost for New Station	$ 2,226,754	62.70%	$ 1,396,065
Debt for Fire Station #3 *			247,240
Less Existing Fire and Rescue Services Fund Balance			231,987
Total Eligible for Impact Fees			$ 1,411,318

Share of Costs		
Residential	72.3%	$ 1,020,575
Commercial	13.0%	183,717
Industrial	14.7%	207,026
Total	100.0%	$ 1,411,318

Residential Forecast

Forecast 2040 Population	43,576
Estimated Current Population	36,516
Population Growth	7,060
Fee per Person	$ 145

Development Type	Assumed People per Unit	Forecast Units	People per Development Type	Recommended Residential Fees	Subtotal Forecast Fees
Single-family or Two-family Dwelling Unit **	3.08	1,766	5,436	$ 445	$ 785,843
Multi-family Dwelling Unit ***	2.00	812	1,624	$ 289	234,732
Total		2,578	7,060		$ 1,020,575

* This total is the remaining debt attributable to the new growth portion of the new facility's cost.
** Extrapolated based on US Census data and Milwaukee Metropolitan Sewage District data.
*** Assumes 2 people per unit on average.

Commercial and Industrial Forecast

Land Use	Forecast Incremental Building Floor Area (sq ft)	Recommended Fee per 1,000 Sq Ft	Subtotal Forecast Fees
Commercial	1,220,437	$ 151	$ 183,717
Industrial	2,793,540	$ 74	207,026
			$ 390,743
		Total Forecast Fees	$ 1,411,318

The recommended fees are less than the current fees for most kinds of development because the prior study attributed $1.6 million to new growth to pay for two new fire stations. The current study attributes new growth costs only to one new fire station and the remaining debt on another fire station.

HOUSING AFFORDABILITY

Most households in Franklin find housing affordable. Franklin's median household income of $75,000 exceeds Wisconsin's median household income of $56,800. However, housing costs overburden many Franklin households. Data from the US Census Bureau shows that of the families that make less than $50,000 per year, 65 percent, or nearly two-thirds, pay more than 30 percent of their income for housing. These families alone make up 20 percent of Franklin's total number of households.

The information above provides context for evaluating the effect of impact fees on housing affordability. Table 25 shows the annual cost of a $400,000 home, the estimated average value of a new house in Franklin. The recommended impact fees do not significantly increase the annual income needed to support the mortgage and other costs for an average new house.

Table 25 - Availability of Affordable Housing

	No Impact Fee	Impact Fee**
Home Price*	$ 400,000	$ 403,864
Principal and Interest	$ 23,132	$ 23,355
Taxes	$ 8,880	$ 8,966
Annual Housing Cost	$ 32,012	$ 32,321
Income Required	$ 114,329	$ 115,433
Additional Income Required		$ 1,104
Required Percent Increase		1.0%

* Typical new house price estimate provided by City staff

** Includes only proposed fees, not existing water and sewer fees

The statutes allow municipalities to waive or reduce impact fees for low-income housing, provided others who are charged impact fees are not forced to make up the difference. As an example, if a new residential unit is 40 percent or less of the cost of new residential units in the prior year, Franklin could charge the owner 40 percent of the standard impact fees. This option can be included in the revised ordinances that Franklin adopts to implement the fees in this study.

SUMMARY AND NEXT STEPS

To fund the facilities needed by growth in the near future, we recommend revising the City's impact fees. Table 26 summarizes the proposed fees.

Table 26 - Summary of Proposed Impact Fees

Type of Impact Fee	Single-family or Two-family Dwelling Unit	Multi-family Dwelling Unit	Commercial Unit (per 1,000 sq ft)	Industrial Unit (per 1,000 sq ft)
Parks	$1,928	$1,253	N/A	N/A
Library	$330	$215	N/A	N/A
Transportation	$651	$423	$220	$108
Law Enforcement	$510	$331	$173	$85
Fire Protection	$445	$289	$151	$74

For the types of impact fees in this study, this proposal would lower fees by 40 percent for a single-family or two-family dwelling unit.

Water and sewer fees will be updated as soon as new information needed to update them becomes available.

Administrative fees should remain at their current level to continue to support the administration of impact fees.

According to state statute, municipalities must now provide developers with detailed explanations of how the impact fees being collected will be spent. RM recommends that Franklin provides a written or electronic copy of this study to satisfy this statutory requirement.

To move forward with new impact fees, the following steps need to take place:

1) This study is presented to Franklin's Common Council.

2) The Common Council directs that a public hearing be held to hear public comment on this public facilities needs assessment and the proposed impact fees.

3) An ordinance is drafted to implement the recommended impact fees.

4) A Class 1 notice is published in the Village newspaper to provide the public 20 days' notice prior to the public hearing as required under Wisconsin Statutes 66.0617(4)(3)(b). The needs assessment must be available 20 days prior to the public hearing to allow the public sufficient time to review.

5) A public hearing is held to hear public comment on the needs assessment and the proposed ordinance to impose public facilities impact fees.

6) After the public hearing, the Common Council may adopt the proposed ordinance as recommended or adopt the ordinance with amendments.

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
REPORTS & RECOMMENDATIONS	2020 Sanitary Sewer User Fee	ITEM NUMBER G.3.

Background

The City adjusts its Sanitary Sewer rate annually to include the rate change MMSD makes Jan 1. At the same time, the sanitary sewer rate is adjusted for cost changes reflected in the annual budget. This local fee provides the resources to maintain the local sanitary sewer system. MMSD provides a Cost Manual which provides the information to determine the sewer charge for Franklin sewer customers.

All residents are charged a fixed rate, regardless of the water volume used. Commercial Customers are provided the fixed charge and then a charge based upon the water usage. The MMSD charge has three components, a fixed connection fee, a fixed Hazardous Waste Disposal fee and a volumetric charge

Analysis

Local Sanitary Sewer rates are recommended to increase $8.93 (3 9%) per year for residential customers. The increase will fund both local and MMSD cost increases. Local costs are budgeted to rise 3.8% and represent approximately 34% of total operating costs. That increase in local costs requires additional resources to fund them. As noted in Sept 4, 2018, a large sanitary sewer project to install gravity flow sewers in the Industrial Park and removing the lift station there, will require debt financing and cause rates to increase to service that debt. The project is coordinating with the Waukesha water project and may occur in 2020 or 2021. Investment in new equipment will exceed the available resource for the third straight year.

The proposed local rate increase will generate the resources necessary to operate the sanitary sewer system.

Effective Jan 1, 2020, MMSD is raising its rates by 3.7%. The prior year the rate increase was 2.2%.

The total proposed Franklin residential rate is:

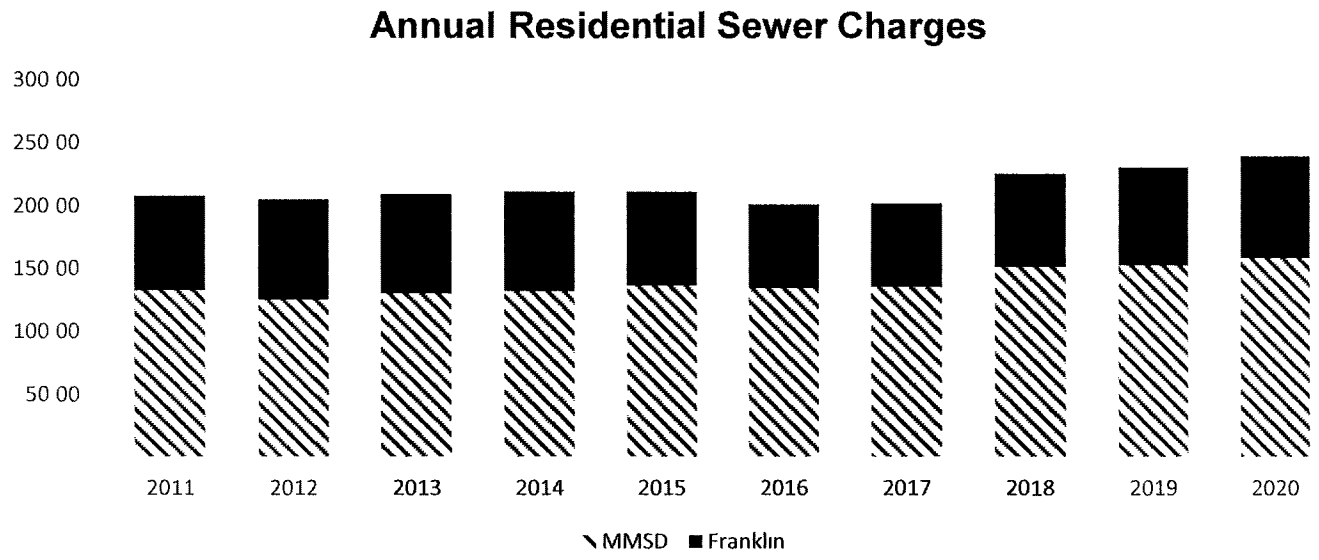
Residential Sewer Bill

	2019	2018	Inc (Dec)
Franklin Charge	80.93	77.91	$3.02 - 3 9%
Volumetric Charge (Variable)	120.57	115.16	4.7%
Connection Charge (Fixed)	33.13	32.44	2.1%
Hazardous Waste Disposal	4.98	5.17	(3.7)%
Total MMSD charge	158.68	152.77	$5.91 – 3 7%
Total Annual Charge	239.61	230.68	$8.93 – 3 9%
Quarterly Residential Billing	**59.90**	**57.67**	**$2.23 – 3.9%**

An average Commercial customer using 82,000 of water will see an increase of 5.9%.

There are currently 10,443 Sewer customers – 9,286 of those are single family or Multi-family residences. Note that Sanitary Sewer bills are combined with water charges (for properties utilizing both services). The Water Utility does not anticipate any rate increase in 2020

A history of the combined residential sewer charge is represented below.



Recommendation

Staff recommends the rate change.

Fiscal Impact

The proposed 2020 residential rate increase is greater than the budgeted 1.6% rate increase, but is required to generate the resources to pay MMSD for processing the sewerage.

The fund has $3.4 million in capital projects for 2020. The Sewer Fund rate policy needs to be re-examined in light of the pending Industrial Park project. As noted in the Sept 2018 sanitary sewer rate discussion, that investment will require a borrowing. The cash requirement of that borrowing will necessitate an increase to the sanitary sewer rates. The Finance Committee will again review this issue and report back in Q2 of 2020.

COUNCIL ACTION REQUESTED

Motion to adopt a quarterly 2020 Residential Sanitary Sewer charge of $59.90 and a fixed Commercial Connection charge of $12.50 plus a $3.5250195 per thousand gallons charge effective January 1, 2020 as provided by Municipal Code 207-14 H (3)(b)

Finance Dept - Paul

APPROVAL slw	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
REPORTS & RECOMMENDATIONS	DONATION OF FRANKLIN HISTORICAL SOCIETY'S BARN MUSEUM	ITEM NUMBER G.4.

BACKGROUND

At the February 17, 2020, Common Council meeting:

HISTORICAL SOCIETY BARN DONATION G 4 Alderman Taylor moved to suspend the regular order of business to allow Jim Luckey to speak. Seconded by Alderman Mayer. All voted Aye, motion carried

Alderman Taylor moved to return to the Common Council at their meeting of March 3, 2020, with a cost estimate, Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park. Seconded by Alderman Mayer All voted Aye; motion carried

ANALYSIS

Staff met with Mr. Jim Luckey on February 18 and discussed the process to move forward. After consultation with Director of Inspection Services, Staff determined that painting should not be done in 2020. The new lumber should be allowed to age one more year and a painting project should occur in 2021.

For 2020, electrical and ADA items need to be done for building occupancy. It is anticipated that both of these items will total around $20,000. Mr. Luckey planned to reach out to local trades for quotes on these two items. To date, he is still awaiting on some quotes.

OPTIONS

A. Table this item for a future meeting; or
B. Refer back to Staff with additional direction.

FISCAL NOTE

There is approximately $40,000 allowance to complete the project.

COUNCIL ACTION REQUESTED

(OPTION A) return to Common Council at a later date with a cost estimate, Memorandum of Understanding for Maintenance, Operations and Ownership relating to acceptance from the Franklin Historical Society to the City of Franklin of the Barn Museum building in Lions Legend Park.

Engineering: GEM

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 02-17-20
REPORTS & RECOMMENDATIONS	**Donation of Franklin Historical Society's Barn Museum**	ITEM NUMBER G.4.

The Franklin Historical Society is requesting that the City of Franklin accept their donation of the Barn Museum building in the Lions Legend Park. In addition, they are asking that budgeted funds be used to complete the requirements in the City's inspection report, as shown in the supporting documents for this item.

(Mayor Olson recommends acceptance of the donation subject to approval and execution of a future Operations/Maintenance and Use Agreement between Franklin Historical and the City.)

COUNCIL ACTION REQUESTED

Motion to accept from the Franklin Historical Society to the City of Franklin the Barn Museum building in Lions Legend Park (subject to approval and execution of a future operations/maintenance and use Agreement between Franklin Historical and the City.)

Or as directed

ALD. TAYLOR

Franklin Historical Society
PO Box 320012
Franklin, WI 53132

414-421-6539

February 6, 2020

Mayor Steve Olson & Franklin Common Council
City of Franklin
9229 West Loomis Road
Franklin, WI. 53132

RE: Donation of Franklin Historical Society's Barn Museum

Dear Mayor Steve Olson & Franklin Common Council Members,

The Franklin Historical Society is honored at this time to donate to the City of Franklin our barn museum building in the City of Franklin's Lions Legend Park.

We would request that the city accept this donation and use some of the funds budgeted to complete the current requirements in the City of Franklin's inspection report. A copy of the report will be presented with this letter.

The barn museum brings great value to our fine city, and it is our hope that it can be completed for this year's Fourth of July's Civic Celebration to open the museum to all in Franklin. Thank you.

James J. Luckey

James J. Luckey
President Franklin Historical Society

CITY OF FRANKLIN

INSPECTION REPORT

9229 W Loomis Road, Franklin, Wisconsin 53132 Phone (414) 425-0084 Fax (414) 425-7513

REPORT DATE:	PERMIT NO.:	INSPECTION DATE:
1/29/20	I20182739	1/29/20

Owner:

City Of Franklin
9229 W Loomis Rd
Franklin, WI, 53132

Contractor:

Vesel Services LLC
dba Vesel Contractors
215 27 St
Caledonia WI 50108
eric@veselcontractors com
FAX #

PARCEL NO.: 802-9995-001 **ADDRESS :** 8038 S Legend Dr

INSPECTION TYPE: **B - Final Building**

INSPECTION RESULT: **Incomplete**

INSPECTION RESULT OR DESCRIPTION OF CORRECTION REQUIRED:

Legend Park Historical Barn
-Install an ADA compliant landing at the exit door (Same elevation on each side and not subject to future frost action Size to be door width + 18 inch approach x 60 in .depth Slope of 25 in / foot allowed)
-Paint or stain the exterior surfaces of the structure (Pine wood cladding is not rough-sawn as noted in the wall sections)
-Install "Exterior building lights "shown on the elevations
-Complete all outstanding design/build electrical work required
-Provide update on the barn lightning supression system noted on the building plans (Not a code required item)
-
-TEMPORARY OCCUPANCY UNTIL APRIL 30, 2020

INSPECTOR: Ted Juerisson

CORRECTIONS EXPLAINED TO:

CORRECTION DATE:

nocb2

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		03/03/20
REPORTS & RECOMMENDATIONS	A RESOLUTION CONDITIONALLY APPROVING A 3 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5285, AS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR MILWAUKEE COUNTY AS DOCUMENT NO. 6286497, BEING A PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (JHB PROPERTIES, LLC, OWNER) (3617 WEST ELM ROAD)	ITEM NUMBER G, 5,

At its February 20, 2020, meeting the Plan Commission recommended approval of a resolution conditionally approving a 3 lot and one outlot certified survey map, being Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 3617 West Elm Road (immediately north of the proposed lift station for Planned Development District No. 39 (Mixed Use Business Park)), bearing Tax Key No. 979-9997-000.

To address the Plan Commission motion above, Condition No. 12 in the attached draft resolution has been added, requiring the applicant to provide an area suitable for DPW truck turning movements at the terminus of Birch St. if a driveway is not built in nine (9) months.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, conditionally approving a 3 lot and 1 outlot Certified Survey Map, being Parcel 1 of Certified Survey Map No. 5285, as recorded in 3 the Register of Deeds Office for Milwaukee County as Document No. 6286497, being a part of the Northeast ¼ and the Northwest ¼ of the Southwest ¼ of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. (JHB Properties, LLC, Owner) (3617 W. Elm Road)

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

[Draft 2-12-20]
[Redraft 2-26-20]

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A 3 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5285, AS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR MILWAUKEE COUNTY AS DOCUMENT NO. 6286497, BEING A PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (JHB PROPERTIES, LLC, OWNER) (3617 WEST ELM ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 3617 West Elm Road (immediately north of the proposed lift station for Planned Development District No. 39 (Mixed Use Business Park)), bearing Tax Key No. 979-9997-000, JHB Properties, LLC, applicant; said certified survey map having been reviewed by the City of Franklin Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and City of Franklin 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 JHB Properties, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.

2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development

and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. JHB Properties, LLC, successors and assigns, and any developer of the JHB Properties, LLC 3 lot and 1 outlot 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 JHB Properties, LLC and the 3 lot and 1 outlot certified survey map project for the property located at 3617 West Elm Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

6. The applicant shall make any necessary technical corrections to the CSM, subject to approval of Planning Staff, prior to recording.

7. The applicant shall make any necessary technical corrections to the NRPP, subject to approval of Planning Staff, prior to recording of the CSM.

8. The applicant shall submit written Conservation Easement documents for those natural resources to be protected under this Plan for Common Council review and approval prior to the recording of the CSM.

9. Removed trees on Hickory shall be replaced under the standards of Unified Development Ordinance §15-8.0204F., and the applicant shall verify the number of trees that will be provided, prior to approval of any site plan application.

10. Any driveway through Outlot 1 will be subject to the review and approval of the Engineering Department.

11. Recordation of the CSM is subject to Engineering Department overall approval of stormwater plans.

12. The applicant shall provide a commitment that if a driveway is not created in nine (9) months they will install a hammer head (temporary t).

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, JHB Properties, 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, JHB Properties, 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 3rd day of March, 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 February 20, 2020

Certified Survey Map

RECOMMENDATION: Department of City Development staff recommends approval of the Certified Survey Map (CSM).

Project Name:	JHB Properties
General Project Location:	3617 W. Elm Road
Property Owner:	JHB Properties, LLC
Applicant:	Scott Biller, JHB Properties, LLC
Agent:	Matt Carey, Pinnacle Engineering Group
Current Zoning:	PDD 39
2025 Comprehensive Plan:	Recreational and Areas of Natural Resources
Use of Surrounding Properties:	PDD 39 to the South, East, and the eastern quarter of the northern property line; P-1 (Park) to the West and the western portion of the northern property line.
Applicant's Action Requested:	Approval of Certified Survey Map (CSM)

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

INTRODUCTION

On November 1, 2016, the Franklin Common Council approved the creation of Planned Development District 39, the Franklin Business Park. The Business Park is intended to attract businesses requiring larger lots and buildings to locate in Franklin. The City is currently investing in public infrastructure for the park including sanitary sewer service; this Certified Survey Map (CSM) is located in the middle of the western portion of the park, immediately north of the proposed lift station.

On December 20, 2019, the applicant submitted an application for a CSM to create four buildable lots and four outlots from this 80 acre parcel. §15-9.0309 stipulates that a CSM may consist of *not more than four (4) total lots*; this first version of the CSM with eight (8) total lots was therefore not approvable by either the City or other evaluating agencies. The applicant proposes instead to submit two separate CSMs to be recorded in succession. The proposed CSMs meet the requirements of §15-7.0701 and WI §236.02 (12) to perform multiple divisions, namely that they not result in more than five (5) lots smaller than 1.5 acres in five years. The current application before the Plan Commission is the first of these divisions (to be referred to as CSM A). The subsequent CSM application (to be referred to as CSM B) has been submitted pending evaluation. A draft of CSM B is provided ***for reference only***

CSM A consists of 4 total lots: a stormwater outlot (Outlot 1), Lot 1 and 2 are buildable lots, and Lot 3 which will be divided by CSM B. The draft of CSM B is provided; it consists of two buildable lots and two outlots: Outlot 2 will contain two storm water detention ponds, wetland and woodland with buffers, and Outlot 4 woodland and wetland. Detailed site plans for the full development of buildable parcels were not provided.

According to §15-9.0309.C. of the Unified Development Ordinance (UDO), the Common Council shall approve, approve conditionally and thereby require resubmission of corrected Certified Survey Map, or reject such Certified Survey Map within 90 days from the date of filing of the map unless time is extended by agreement with the Subdivider. The applicant submitted this CSM application on December 20, 2019, so March 19, 2020, is the 90-day deadline for this application.

PROJECT DESCRIPTION AND ANALYSIS:

Certified Survey Map

The proposed CSM (CSM A) divides one existing lot into four proposed lots. The subject property is owned by JHB Properties, LLC and is approximately 80 acres in area. The proposed Lot 1 would have approximately 8 acres, and Lot 2 approximately 8.2 acres. Lot 3, which will be divided by CSM B, is approximately 55.26. Lot 1, Lot 2, and Lot 3, meet the minimum lot area and lot width requirements for PDD 39 – 40,000 square feet. Outlot 1 is a planned stormwater area consisting of two ponds connected by a pipe. The CSM dedicates right-of-way (ROW) for three public roads. ROW for Hickory St. is shown to be 120' including an 80' road and 40' for utilities. Aspen Way and Birch are 80' wide. The project also includes internal utilities and a pedestrian path.

The applicant is aware that it will be necessary to submit a subsequent application for the second set of divisions and has already done so. Staff suggests that conservation areas in Lot 3 be set aside in outlots in future divisions.

The current version of the CSM requires a few minor technical corrections detailed in Staff Comments. *Staff recommends that approval of the CSM be conditioned upon technical corrections being made by the applicant prior to recording*

Design Standards for Land Divisions

§15-5.0103.B. requires that temporary termination of streets longer than 250 feet that are intended to be extended at a later date shall be accomplished with a temporary cul-de-sac or a temporary "t." The Department of Public Works does not view this as necessary for this project, with the understanding that a soon-to-be developed driveway on Lot 2 will be made available to Public Works as a turnaround for department vehicles. Current candidates for the site propose a driveway. DPW requests the applicant provide a commitment that if a driveway is not created in nine (9) months they will install a hammer head (temporary t).

Natural Resource Protection Plan

The applicant has supplied a Natural Resource Protection Plan (NRPP) which is based on the NRPP being drafted by the City for the portion PDD 39 west of the proposed Hickory Street. The City's NRPP has not yet been finalized. Disturbances to trees for the street must be mitigated under the requirements of this NRPP.

This 80-acre parcel contains several areas of natural resources including mature woodland, and wetlands. It also includes SEWRPC Environmental Corridor which makes up the majority of land west of the proposed S. Birch. The applicant must provide mitigation for areas of disturbance of natural resource features beyond what is allowed, and protect that which is to remain. The applicant proposes to remove 17.4% (or less) of the mature woodland, as permitted by UDO. No disturbances by the applicant are proposed to wetlands. Those areas disturbed as part of the essential services installation are not required to be mitigated by the applicant. Tree species prohibited by ordinance or considered to be noxious also do not require mitigation. *Disturbances on Hickory shall be restored prior to approval of any site plan application*

The applicant has provided conservations easement exhibits for Plan Commission review. *Per §15-4 0102 K, the applicant shall submit* ***written*** *Conservation Easement documents for those natural resources to be protected under this Plan for Common Council review and approval and recording with the Milwaukee County Register of Deeds prior to the recording of the CSM.*

Staff recommends that the NRPP be subject to technical corrections for staff approval, prior to recording of the CSM

Landscaping and Mitigation

Mitigation of trees removed for the development of S. Hickory is required; the applicant is not responsible for mitigation of trees removed for essential services, or for trees species designated as noxious or prohibited by City ordinance. *Staff recommends that the applicant verify the number of mitigation trees that will be provided under the standards of §15-8 0204 F.* The applicant has provided revised tree mitigation information that does not include noxious or prohibited trees which was submitted too late for inclusion in Plan Commission materials.

Stormwater Management

The applicant proposes four (4) stormwater detention ponds as part of this development. The stormwater ponds in the conservation area Lot 3 are adjacent to wetlands; ponds in Outlot 1 are connected by a pipe. Staff notes that the proposed drive through Outlot 1 may not be above the high water line for these ponds. Future driveways will be subject to site plan review. *Staff recommends that any driveway through Outlot 1 be subject to the review and approval of the Engineering Department Staff further recommends that recordation of the CSM be subject to Engineering's overall approval of stormwater plans.*

STAFF RECOMMENDATION:

The Department of City Development staff recommends approval of the Certified Survey Map, subject to technical corrections and the conditions in the draft resolution.

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

[Draft 2-12-20]

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A 3 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5285, AS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR MILWAUKEE COUNTY AS DOCUMENT NO. 6286497, BEING A PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (JHB PROPERTIES, LLC, OWNER) (3617 WEST ELM ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 3617 West Elm Road (immediately north of the proposed lift station for Planned Development District No. 39 (Mixed Use Business Park)), bearing Tax Key No. 979-9997-000, JHB Properties, LLC, applicant; said certified survey map having been reviewed by the City of Franklin Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and City of Franklin 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 JHB Properties, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.

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

Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. JHB Properties, LLC, successors and assigns, and any developer of the JHB Properties, LLC 3 lot and 1 outlot 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 JHB Properties, LLC and the 3 lot and 1 outlot certified survey map project for the property located at 3617 West Elm Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

6. The applicant shall make any necessary technical corrections to the CSM, subject to approval of Planning Staff, prior to recording.

7. The applicant shall make any necessary technical corrections to the NRPP, subject to approval of Planning Staff, prior to recording of the CSM.

8. The applicant shall submit written Conservation Easement documents for those natural resources to be protected under this Plan for Common Council review and approval prior to the recording of the CSM.

9. Removed trees on Hickory shall be replaced under the standards of Unified Development Ordinance §15-8.0204F., and the applicant shall verify the number of trees that will be provided, prior to approval of any site plan application.

10. Any driveway through Outlot 1 will be subject to the review and approval of the Engineering Department.

11. Recordation of the CSM is subject to Engineering Department overall approval of stormwater plans.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, JHB Properties, 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, JHB Properties, 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 _____

City of Franklin
Department of City Development

Date: January 22, 2020

To: JHB Properties, LLC

From: City Development Staff

RE: 3617 W Elm Road – Certified Survey Map – Staff Comments

Please be advised that City Staff has reviewed the above application. Department comments are as follows for the Certified Survey Map submitted by JHB Properties, LLC and date stamped by the City of Franklin on December 20, 2019.

Department of City Development

Lots 1, 2, 3, and 4 all meet the minimum lot area and lot width requirements for the business park area of PDD 39 (§15-3.0444.B.).

Unified Development Ordinance (UDO) Requirements

Certified Survey Map (CSM)

Division 15-7.0700: Certified Survey Map describes the required elements of a CSM:

1. Please be aware that §15-7.0701: General Standards for CSMs, requires that the standards of Part 8: Improvements and Construction be met for all development resulting from this CSM.
   PEG- Understood.
2. As required by §15-7.0702.A-E, please depict existing watercourses, drainage ditches, and other features pertinent to proper land division including natural features and their setbacks and buffers, and all lands reserved for future acquisition.
   PEG- As discussed at the meeting on 1/30/20, the topo survey to be used as the basemap was flown and picked up via LIDAR, therefore some features may not have been picked up. However, all relevant natural resource features have been delineated and included on the NRPP and CSM.
3. Please show the date of the Certified Survey Map with all dates of revision on its face, as required by §15-7.0702.H.
   PEG- Dates shown as requested.
4. §15-7.0702.J. requires that the CSM include the name and address of the owner, Subdivider, and Land Surveyor.
   PEG- Owner info included on CSM.
5. §15-7.0702.K requires that the entire area contiguous to the proposed Certified Survey Map owned or controlled by the Subdivider shall be included on the Certified Survey Map. Please depict the immediate surrounding area.

PEG- Surrounding area shown on CSM.

6. Please include existing zoning and zoning boundary lines of each parcel, per §15-7.0702.M.
   PEG- Requested info added to CSM.
7. Please indicate the location of Soil Percolation Tests conducted in accordance with Chapters ILHR 83 and 85 of the Wisconsin Administrative Code as required by §15-7.0702.O. Note that the results of the tests must be submitted along with the CSM.
   PEG- Does not apply to this project as no septic tanks are proposed.
8. Please depict any proposed deed restriction, and landscape or conservation easements, required by §15-7.0702.P. Deed restrictions and/or conservation easements as required by this Ordinance shall be filed with the CSM. Please submit easement(s) for recording.
   PEG- Requested info shown on the CSM. Easement documents attached.

Design Standards for Land Divisions

UDO Division 15-5.0100: Design Standards for Land Divisions governs the arrangement of and access to roads, right-of-way and other infrastructure, and the dimensions of lots and easements.

9. Note that §15-5.0101 requires proposed roads to either conform to the official map of adopted plan for their layout in that part of the city, or meet the standards of §15-5.0101.B. Please verify that proposed roads meet these standards.
   PEG- Standards are met.
10. Roads must meet the dimensional standards of §15-5.0103. Birch and Aspen meet the requirements for collector streets (80 feet). Hickory, which is 120 feet wide, does not meet the standards for an arterial street (130 feet).
    PEG- As discussed, the Hickory ROW is not 80 feet wide because of the proposed utility corridor and natural resources along the east side of the road. It is not considered to be an arterial.
11. §15-5.0103.B. requires that temporary termination of streets longer than 250 feet intended to be extended at a later date shall be accomplished with a temporary cul-de-sac or a temporary "t."
    PEG- As confirmed by Glen Morrow, the current design is acceptable without a turnaround or temporary T.
12. Note that per §15-5.0105.B, the Plan Commission may require pedestrian facilities for blocks over 900' in length. Ordinance 2016-2288 further requires a safe, interconnected and pedestrian-friendly network of public streets, private roads, sidewalks and trails.
    PEG- As confirmed by Glen Morrow, the current design is acceptable.
13. §15-5.0105.D requires the creation of mid-block utility easements on rear lot lines where practicable. Please depict proposed utility easements.
    PEG- As discussed, only the "known" easements that are being dedicated now need to be shown on the CSM. As the individual lots get constructed, and the future easement locations are finalized, then the easements will get dedicated.

14. Note that when lots larger than the minimum size lot are created, §15-5.0106.J requires they be designed as to allow for future division. Minimum lot size in PDD 39 is 40,000 square feet.
    PEG- Understood.
15. Note that the standards of §15-5.0107 apply to all roads and future roads on the proposed lots, as will the standards of §15-5.0108 apply to setbacks.
    PEG- Understood.

Natural Resource Protection Plan

Division 15-4.0100 governs the preservation of natural resources. All development in the City of Franklin shall comply with the natural resource protection standards set forth in Table 15-4.0100, and be described by a Natural Resource Protection Plan as defined by Division 15-7.0200.

16. As required by §15-4.0102.K, please submit conservation easement(s) for those natural resources to be protected under this plan.
    PEG- Conservation Easement documents are included with this resubmittal.
17. Per the requirements of Table 15-4.0100, disturbances to or removal of wetlands or wetland setbacks require a Natural Resource Special Exception. If a wetland has been exempted by the Wisconsin Department of Natural Resources, please provide documentation of the exemption and indicate the exemption on the NRPP.
    PEG- Only grading within the outside, 50' wetland setback is proposed. No grading within the 30' wetland buffer is proposed, except for the future intersection of Hickory and Elm, which is being designed by others. This is acceptable as long as it is stabilized and restored correctly. Table 15-4.0100 only references the wetland buffer and not the wetland setback area.
18. Please provide complete information about all natural resources as required by §15-4.0102. If a type of natural resources is not present, indicate that on the NRPP. Please provide copies of wetland delineations for city records.
    PEG- NRPP updated accordingly, see legend and notes under the legend. Wetland Delineation Report is included with the resubmittal.
19. Please indicate the location of the proposed CSM, per §15-7.0201.B, and the names, addresses and telephone numbers of the owners, subdividers, lessee and/or developer per §15-7.0201.C of the UDO.
    PEG- NRPP updated accordingly.
20. Please show the location of all proposed lot lines, right-of-way lines and easements per Section §15-7.0201-F of the UDO.
    PEG- NRPP updated accordingly.
21. Please show the location, ownership, widths, and names of all existing and previously platted streets, right-of-ways, parks, and other public or open spaces location within or adjacent to the subject property per §15-7.0201.G.
    PEG- NRPP updated accordingly.
22. Please show the location and dimensions of all permanent easements on the subject property boundary lines and adjacent to the site, as required by §15-7.0201.H

PEG- NRPP updated accordingly.

23. §15-7.0201.J requires that those natural resource features that will be disturbed and those that will be preserved are graphically and numerically depict on the NRPP. Please clarify which markings indicate areas of disturbance. Staff recommends a complete legend on the NRPP.
    PEG- NRPP updated accordingly. Those to be disturbed are highlighted in red. This includes future impact to mature woodlands at the north side of Lot 5 and the south side of Lot 4. Wetland setback grading impacts are highlighted in green.
24. Per Section §15-7.0201.K of the UDO, please provide a graphic illustration and notes relating those natural resource features to be preserved in perpetuity using conservation easements.
    PEG- Impact areas are color coded as indicted in the response for Comment #24. Refer to the legend and notes under the legend on the NRPP.

Site Intensity and Capacity Calculations

Site Intensity and Capacity Calculations are required by §15-7.0201.N.

25. Landscaping and Floor Area Ratios (LSR and FARs) do not match with the standards of ORD 2016-2238 governing PDD 39. Please verify that the correct ratios were used in the site intensity calculations of table 15-3.0505.
    PEG- Calcs have been updated accordingly

Landscaping and Mitigation

Division 15-5.0300 stipulates landscaping requirements stemming from bufferyards, parking and areas where vegetative mitigation is required under §15-4.0103.

26. Note that the standards of §15-4.0103 will apply to future parking facilities.
    PEG- Understood
27. Please indicate any landscape bufferyard easements graphically per §15-7.0301.F. Lots adjacent to arterial streets must include a 30 foot bufferyard as required by §15-5.0102.A. If Hickory is an arterial street, Lot 1 and Lot 3 must show the bufferyard.\
    PEG- As previously discussed, Hickory is not an arterial road. Therefore, no bufferyards are proposed.
28. Mitigation of trees removed for the development of S. Hickory is required. Please verify the number of mitigation trees that will be provided under the standards of §15-8.0204.F.
    PEG- Mitigation is provided for those trees impacted by the S. Hickory ROW. All other proposed tree removals for this project do not require tree mitigation per 2/4/20 phone discussion as the overall removal limit is less than 30% as shown on the NRPP. Would the City consider reducing the mitigation requirement for trees that are deemed as "nuisance trees" such as cottonwoods or box elders? See email sent to Marion Ecks on 2/4/20.

Staff Recommendations

CSM

29. Please consolidate notes in one location on the face of the Plat.
    PEG- CSM updated accordingly.
30. The CSM should be corrected to not show the 30% of the mature woods that they can cut down. Depicted woodlands should match with the NRPP.
    PEG- CSM updated to match the NRPP.
31. The CSM should be corrected to remove the 25' woodland buffer, unless that is the actual dripline of the woods. In that case, it must be included as part of the woodlands, not as a separate buffer.
    PEG- Woodland buffer has been removed.
32. The CSM needs to show the conservation easement boundary, and include a note about the conservation easement.
    PEG- CSM shows the conservation easement as requested.
33. Staff recommends that no part of a conservation easement be located on an individual parcel (but rather within outlots).
    PEG- Understood. All conservation easement are located within outlots.
34. Proposed grading contours appear to extend into Wetland Buffers/Conservation Easements. These areas do not allow grading or filling.
    PEG- Proposed grading extends into the outside, 50' wetland setback, not the 30' wetland buffer. This is allowable.
35. Staff recommends buildings be setback a minimum of six (6) feet from a conservation easement boundary to allow construction of the building without disturbance or impact to the protected resource feature.
    PEG- Understood.
36. Please illustrate the vision triangle.
    PEG- Vision triangles have been added to the CSM.

Design Standards for Land Divisions

37. The proposed stub of Aspen Way west of S. Birch Street must be removed and the curb and gutter and sidewalk run straight through.
    PEG- As discussed during the 1/30/20 meeting, the driveway stub can remain and be utilized for snow plowing.
38. Note that §15-5.0106.D requires that lots created meet the dimensional standards of the City of Franklin UDO for the zoning district they are in. All four proposed lots meet these standards. Outlots 2 and 3 do not; outlots are not required to meet the dimensional standards.
    PEG- Understood

Natural Resource Protection Plan (NRPP)

39. Please include a legend on the NRPP.
    PEG- Legend has been added.
40. Please label areas of disturbance.
    PEG- Disturbance areas are now indicated.

41. In the Conservation Easement Document, please provide individual exhibit(s) for all natural resources that are to be protected as part of this development. This includes but is not limited to wetland buffers and wetlands.
    PEG- Conservation Easement documents provided as part of resubmittal.
42. Staff recommends buildings be setback a minimum of six (6) feet from a conservation easement boundary.
    PEG- Understood

Landscaping and Mitigation

43. Note that the standards of §15-4.0103 will apply to future parking facilities.
    PEG- Understood

Site Plan

44. It is recommended that the applicant provide site plans for proposed development.
    PEG- Future site plans will be provided once a user is under identified. All referenced site plans are concept level and just for reference/planning purposes.
45. Note that in PDD 39 (ORD2016-2238) Special Use approval is required for all buildings larger than 40,000 square feet.
    PEG- Understood.
46. PDD 39 (ORD2016-2238) further requires cross-access for both pedestrian and vehicular circulation. Staff recommends that the applicant depict cross access on the CSM, and submit easements for review and approval.
    PEG- Understood. Easements will need to be dedicated in the future once individual lots are constructed.

Project Summary

47. Staff recommends that the project summary includes an explanation of plans for each of the four lots and outlots.
    PEG- The four lots are concept site plans for planning purposes. Once known users are online and formal site plans are developed, they can be provided to the City for review.
48. Please verify that the amount of right-of-way dedicated for public roads is correct.
    PEG- Yes, it is correct.

Other

49. Please clarify the proposed names of streets. Hickory is listed as S. Hickory Lane on some documents, an S. Hickory St. on others; Birch is likewise indicated with different names on different documents.
    PEG- All documents checked and updated accordingly.

Engineering Comments

Before recommending its approval, the applicant has to comply with the following conditions:

- Must resolve the technical omissions and deficiencies identified by Milwaukee County. Upon receipt of the comments from Milwaukee County, the City comments may be revised to reflect changes required by the County.
  PEG- Understood.
- Must resolve all the environmental issues such as mitigation of wetlands and woodlands with the Department of Natural Resources and only show the approved mitigated boundary of the NRPP on this proposal.
  PEG- Understood. No wetland impacts are proposed within the NRPP. Tree mitigation for S. Hickory Street is included.
- Must show all the easements that will be bound between the City and the Developer and submit all the necessary documents for review and approval.
  PEG- Easements shown and easement documents provided with this resubmittal.
- Must show the traffic visibility at all intersections per Franklin UDO requirements.
  PEG- Vision triangles added to NRPP.

Police Department Comments

The Franklin Police Department has reviewed the Certified Survey Map for 3617 W Elm Road.

The Police Department has no issues with this request.

Fire Department Comments

The fire department has no comments or concerns regarding the proposed CSM at this location.

Milwaukee County

Attached, please find Milwaukee County comments.

REGISTER OF DEEDS

Milwaukee County

ISRAEL RAMÓN • Register of Deeds

January 6, 2020

City of Franklin Planning Department
Attn: Gail M. Olsen, City Development Secretary
9229 W. Loomis Road
Franklin, WI 53132-9728

$75.00 Review Fee Paid

RE: Preliminary Review of Certified Survey Map
That Part of NE ¼ & NW ¼ of SW ¼ of SEC 36 T 5N, R21E, City of Franklin, County of Milwaukee, State of Wisconsin

Tax Key Number (s): 979-9997

Owners(s): JGB PROPERTIES, LLC

Comment: Please refer to state stats 236.34 regarding maximum number of lots (4). The diagram currently shows a total of 8 lots.

PEG- Previous guidance from the City of Franklin was that this was allowed However, it was determined on 2/4/20 by the City that this was no longer an acceptable approach Two seperate CSMs are now proposed, both of which have a maximum of 4 lots

Comment: Will South Birch be dedicated for R-O-W?

PEG- Yes it is.

Sincerely,

Rosita Ross
Real Property Supervisor
Rosita.Ross@MilwaukeeCountyWI.gov
414-278-4047
Cc file
Ronnie Asuncion, Engineering Technician
John P Konopacki

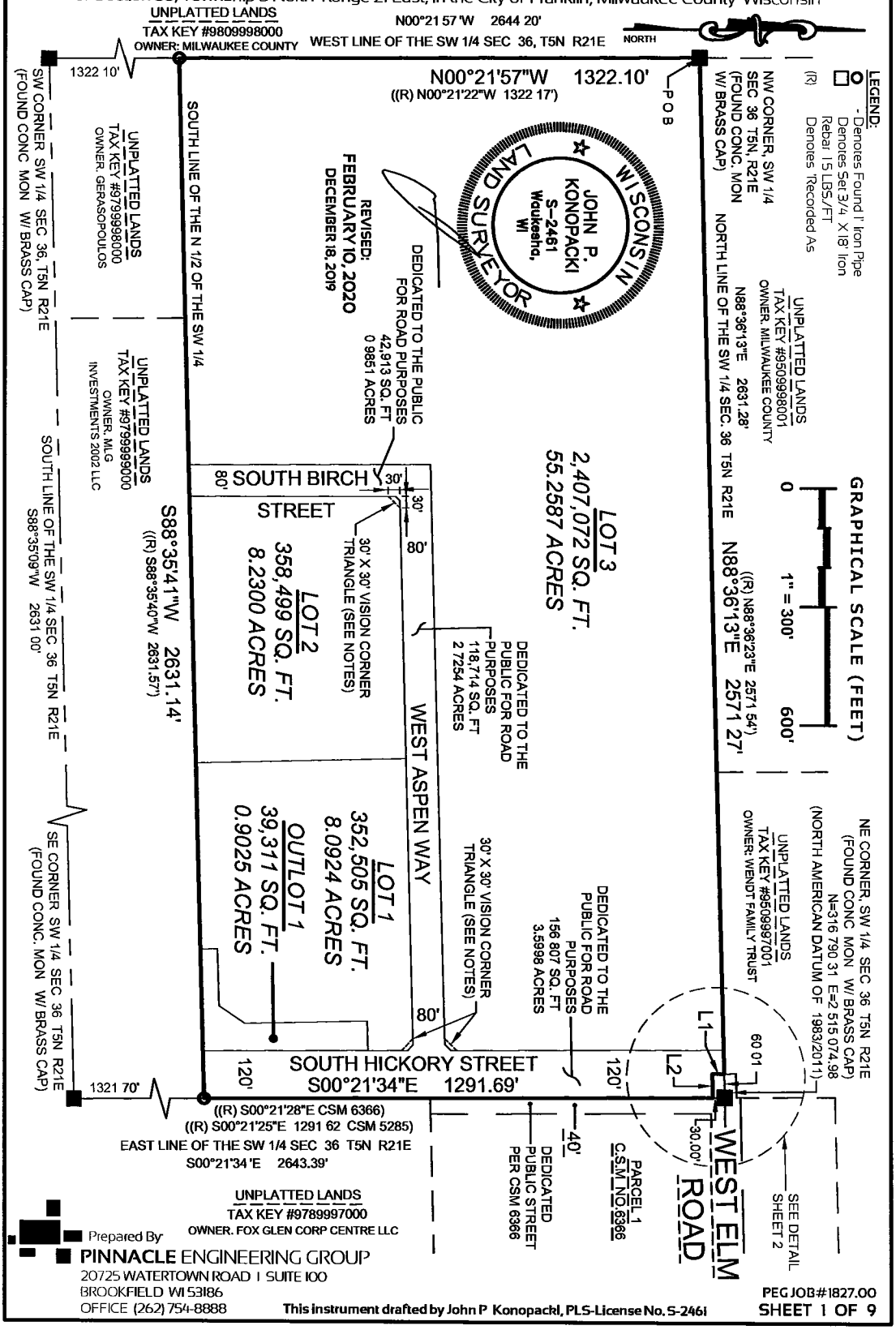
CSM

A

This is the CSM currently under review

CERTIFIED SURVEY MAP NO. _____

Being Parcel 1 of Certified Survey Map No 5285 in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North Range 21 East, in the City of Franklin, Milwaukee County Wisconsin



Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00

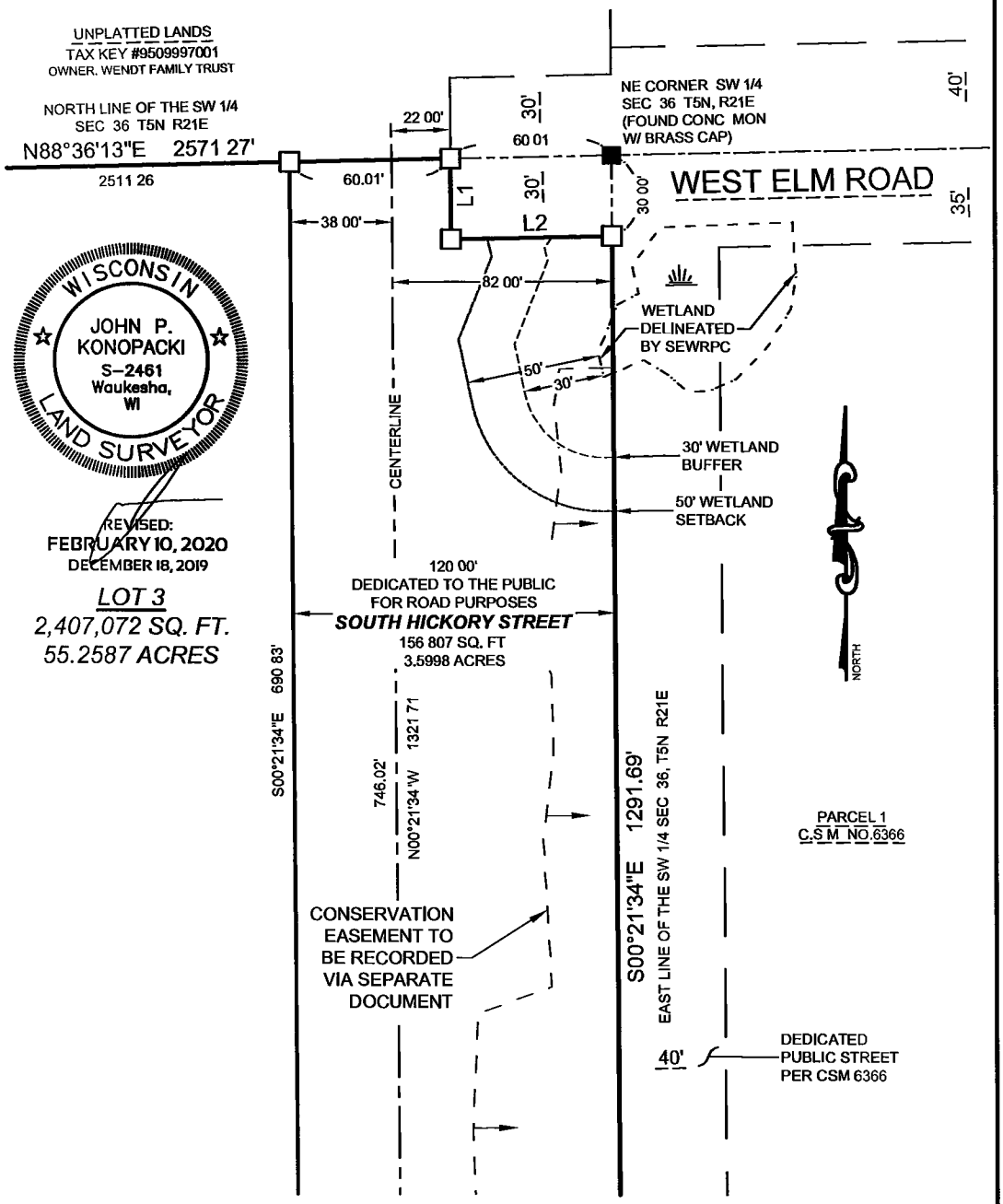
SHEET 1 OF 9

CERTIFIED SURVEY MAP NO. _____

Being Parcel 1 of Certified Survey Map No 5285 in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36 Township 5 North Range 21 East, in the City of Franklin, Milwaukee County Wisconsin

LEGEND:
- O - Denotes Found 1" Iron Pipe
- □ Denotes Set 3/4 X 18 Iron Rebar 1.5 LBS./FT
- Denotes Wetland

DETAIL
SCALE 1"=50'



REVISED:
FEBRUARY 10, 2020
DECEMBER 18, 2019

LOT 3
2,407,072 SQ. FT.
55.2587 ACRES

GRAPHICAL SCALE (FEET)
0 1" = 50' 100'

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, P.L.S-License No. S-2461

PEG JOB#1827.00

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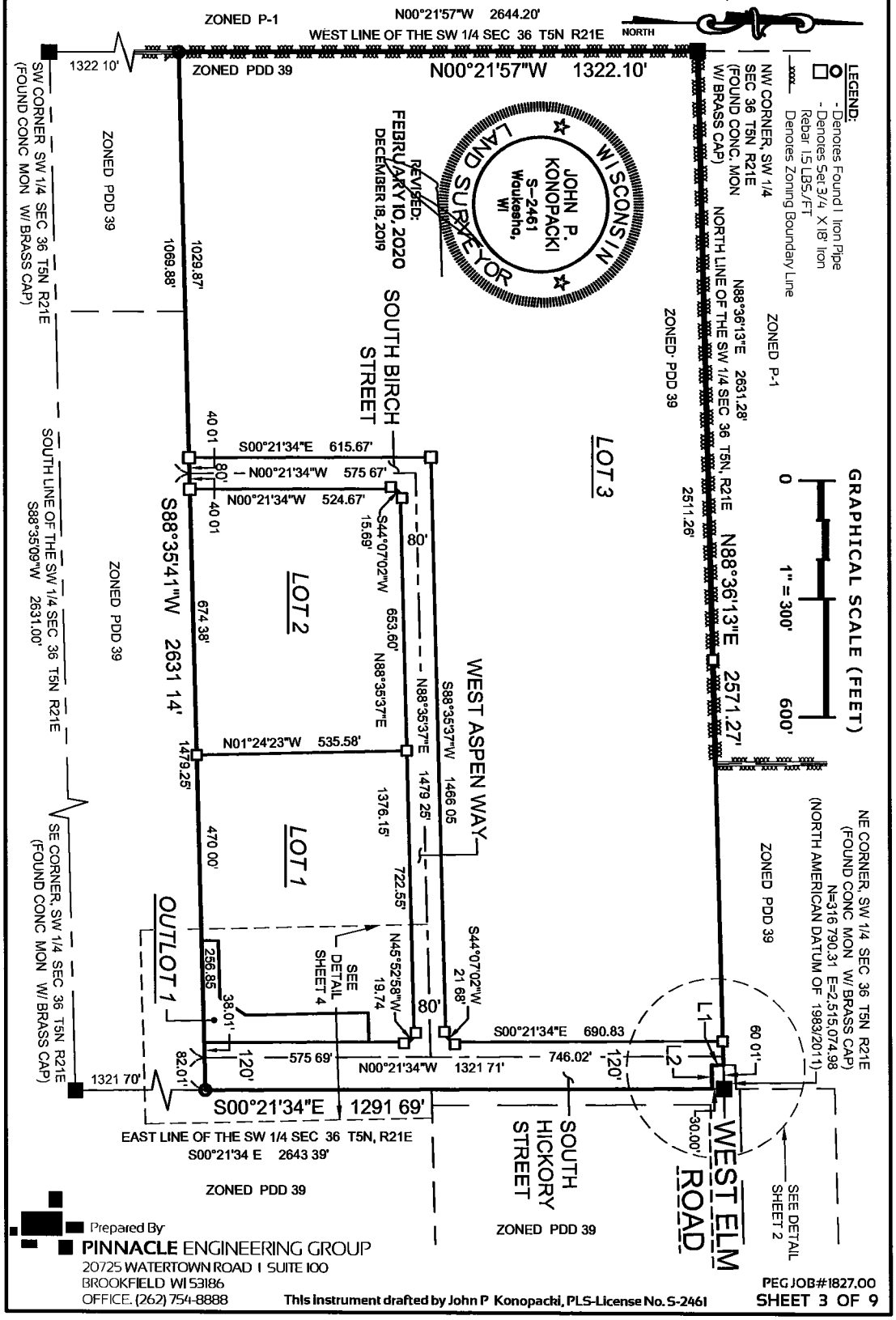
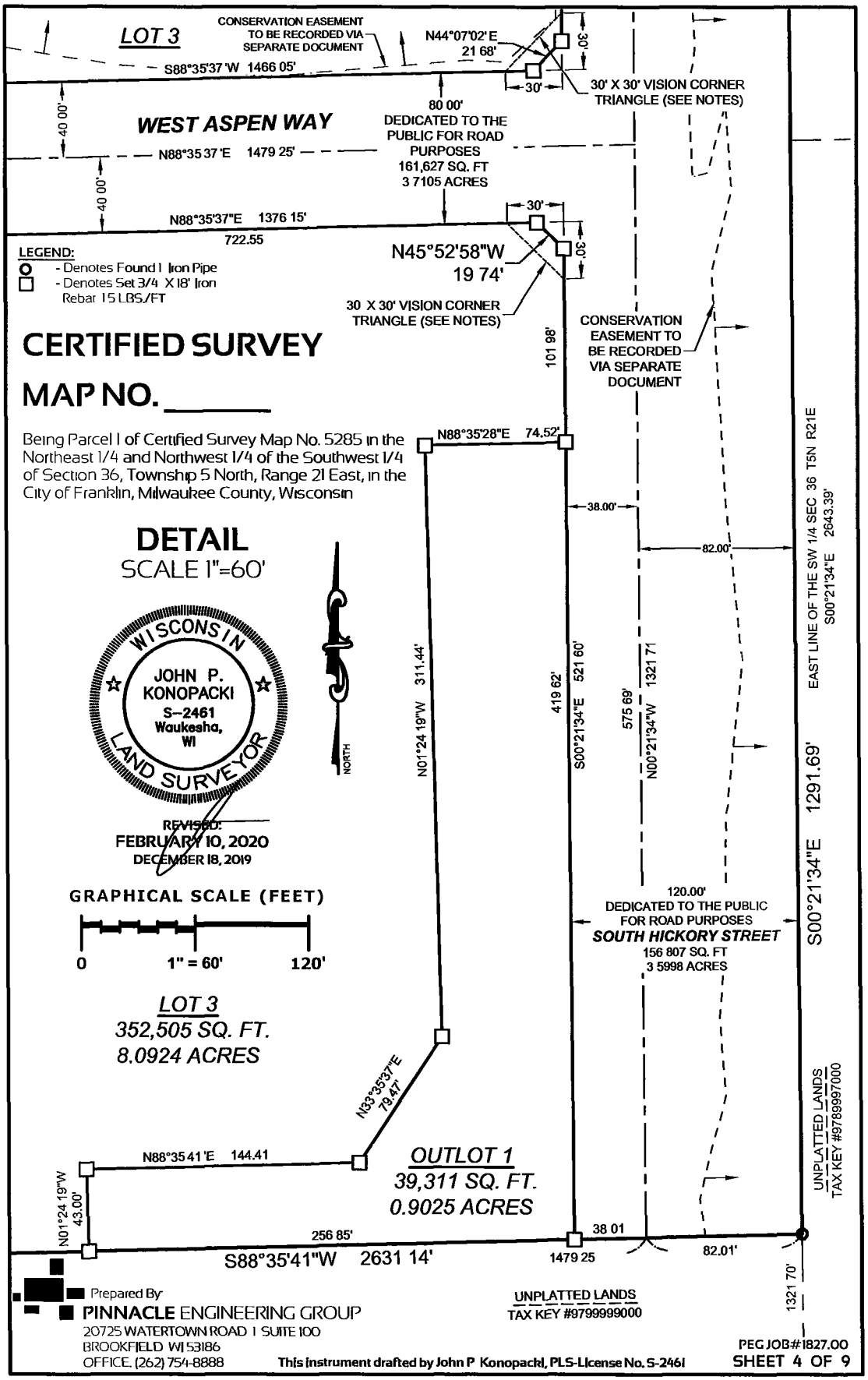


Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00



CERTIFIED SURVEY MAP NO. _____

Being Parcel 1 of Certified Survey Map No. 5285 in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

DETAIL

SCALE 1"=60'

WISCONSIN JOHN P. KONOPACKI S-2461 Waukesha, WI LAND SURVEYOR

REVISED:
FEBRUARY 10, 2020
DECEMBER 18, 2019

GRAPHICAL SCALE (FEET)

0 1" = 60' 120'

LOT 3
352,505 SQ. FT.
8.0924 ACRES

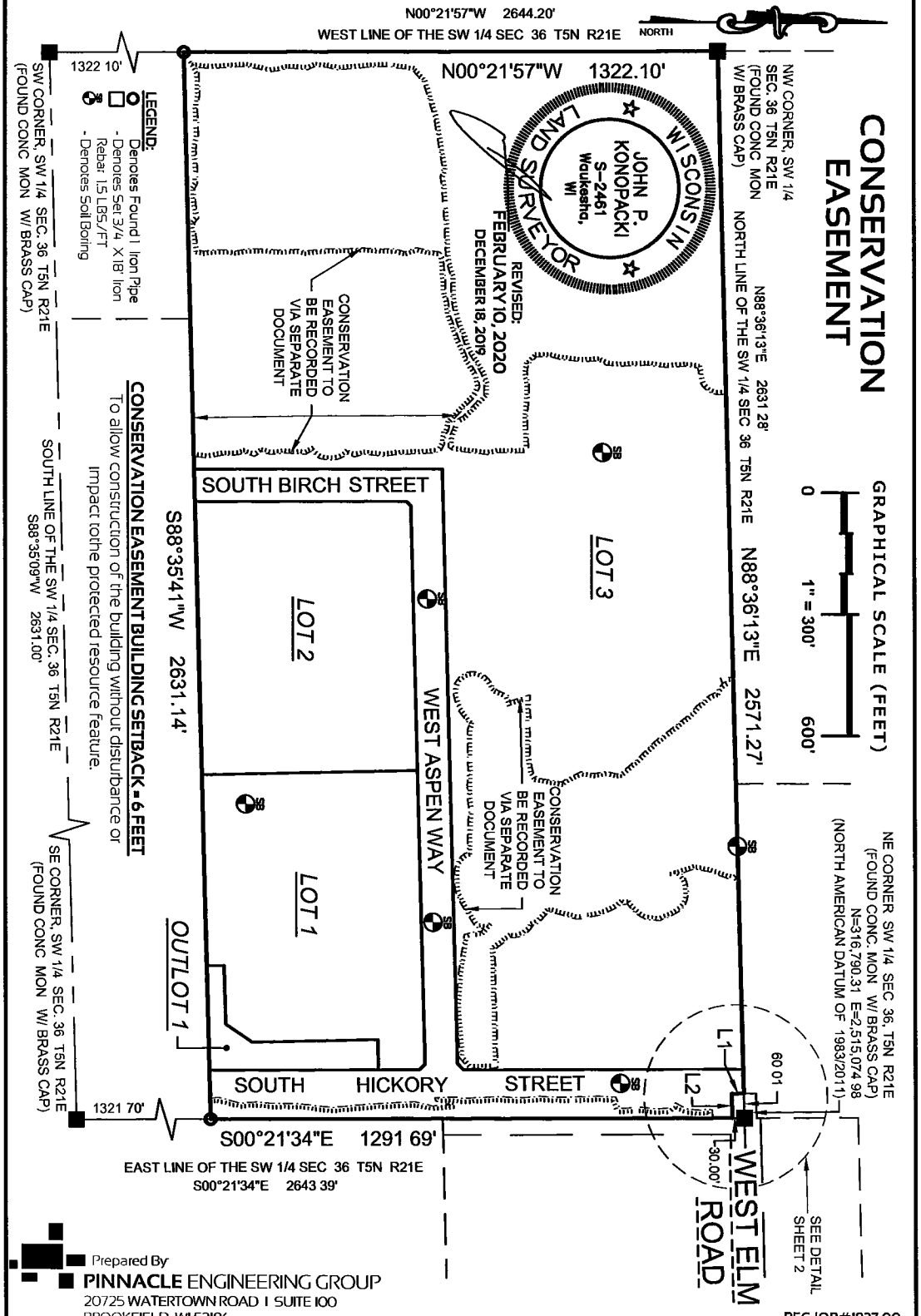
Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00

CERTIFIED SURVEY MAP NO. _____

Being Parcel 1 of Certified Survey Map No 5285 in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin Milwaukee County Wisconsin



Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This Instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00

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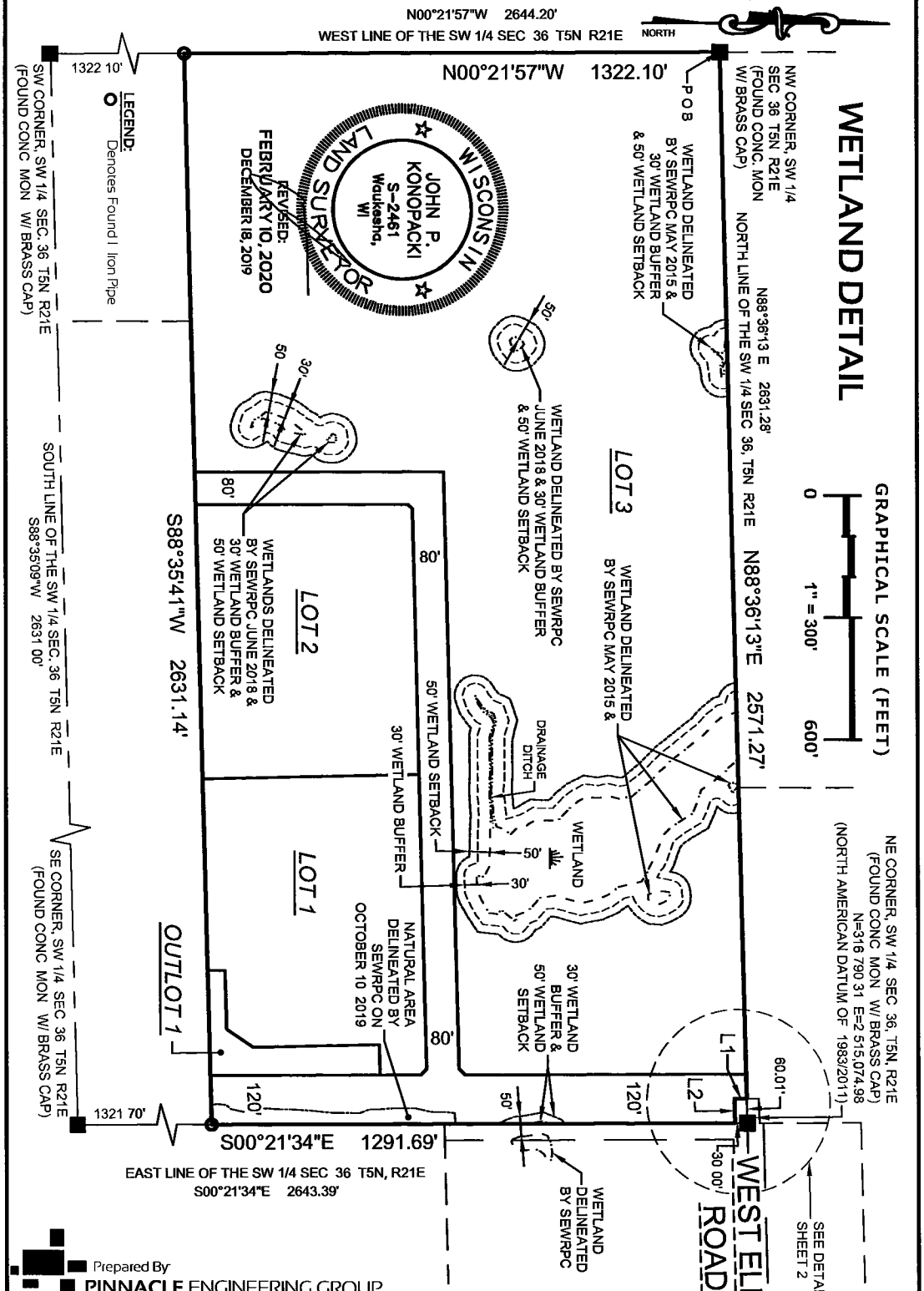

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PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
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PEG JOB#1827.00

CERTIFIED SURVEY MAP NO. _____

Being Parcel 1 of Certified Survey Map No 5285 in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin Milwaukee County Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I John P Konopacki, Professional Land Surveyor do hereby certify:

That I have surveyed mapped and divided Parcel 1 of Certified Survey Map No. 5285 as recorded in the Register of Deeds office for Milwaukee County as Document No 6286497 being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36 Township 5 North, Range 21 East, in the City of Franklin Milwaukee County Wisconsin described as follows.

Beginning at the northwest corner of the Southwest 1/4 of said Section 36
Thence North 88°36'13" East along the north line of said Southwest 1/4 2571 27 feet to the west right of way line of West Elm Road,
Thence South 00°21'34" East along said west right of way line, 30.00 feet to the south right of way line of said West Elm Road
Thence North 88°36'13" East along said south right of way line 60 01 feet to the east line of said Southwest 1/4
Thence South 00°21'34" East along said east line 1291 69 feet to the south line of the North 1/2 of said Southwest 1/4
Thence South 88°35'41 West along said south line, 2631 14 feet to the west line of said Southwest 1/4,
Thence North 00°21'57" West along said west line 1322 10 feet to the Point of Beginning

Dedicating that portion of the subject property as graphically shown for public right of way purposes

Containing 3,475,821 square feet (79 7939 acres) of land Gross and 3 157 387 square feet (72.4836 acres) of land Net more or less.

That I have made such survey land division and map by the direction of JHB PROPERTIES LLC, owner of said land

That such plat 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 s 236.34 of the Wisconsin State Statutes and the City of Franklin Unified Development Ordinance Division - 15 in surveying mapping and dividing the land with in this certified survey map.

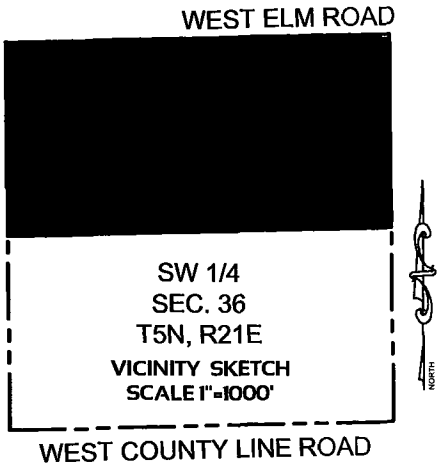
Date FEBRUARY 10, 2020
DECEMBER 18 2019

WISCONSIN
JOHN P. KONOPACKI
S-2461
Waukesha, WI
LAND SURVEYOR

John P Konopacki
Professional Land Surveyor S-2461

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	S00°21'34 E	30.00'
(RECORDED)	S00°21'25"E	
L2	N88°36'13"E	60.01
(RECORDED)	N88°36'23"E	

Subject Property
Zoning PPD 39
Tax Key Number:
979-9997-000



Owner/Subdivider
JHB PROPERTIES LLC
Attn: Scott Biller
5158 S. Marquette Ct.
New Berlin, WI 53151

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1827.00

CERTIFIED SURVEY MAP NO. _____

Being Parcel 1 of Certified Survey Map No 5285 in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36 Township 5 North Range 21 East, in the City of Franklin Milwaukee County Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

JHB PROPERTIES LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed divided, mapped and dedicated as represented on this certified survey map.

JHB PROPERTIES LLC, as owner does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection

1 City of Franklin

IN WITNESS WHEREOF the said JHB PROPERTIES LLC has caused these presents to be signed by (name - print) _____, (title) _____, at (city)_____, _____ County Wisconsin on this _____ day of _____, 20___

In the presence of: JHB PROPERTIES LLC

_____

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ 20___, (name) _____, (title) _____, of the above named limited liability company to me known to be the person who executed the foregoing instrument, and to me known to be such _____(title) of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority

_____
Notary Public
Name._____
State of Wisconsin
My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and 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 mapping and dedication of the land described in the forgoing affidavit of John P Konopacki surveyor and does hereby consent to the above certification of owners

IN WITNESS WHEREOF the said _____ has caused these presents to be signed by _____ its President, and its corporate seal to be hereunto affixed this _____ day of _____, 20____

_____ _____
Date President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ 20____, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

_____
Notary Public
Name._____
State of Wisconsin
My Commission Expires _____

WISCONSIN
JOHN P. KONOPACKI
S-2461
Waukesha, WI
LAND SURVEYOR

REVISED:
FEBRUARY 10, 2020
DECEMBER 18, 2019

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. _____

Being Parcel 1 of Certified Survey Map No 5285 in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North Range 21 East, in the City of Franklin Milwaukee County Wisconsin

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved and **dedication accepted by the Common Council of the City of Franklin by Resolution No** _____
Signed this _____ **day of** _____ 20___

_____
Steve Olson **Mayor**

_____
Sandra L. **Wesolowski City Clerk**

NOTES:

All measurements have been made to the nearest one-hundredth of a foot.
All angular measurements have been made to the nearest one second.
Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Southwest 1/4 of Section 36 Township 5 North, Range 21 East bears N88°36'13"E.
VISION CORNER TRIANGLE: No Obstructions Permitted. No visual obstructions, such as structures, parking, or vegetation, shall be permitted between the heights of 2.5 feet and 10 feet above the plane through the mean curb grades within the triangular space.
PUBLIC WATER MAIN: Future Public Water Main easements to be recorded via separate document.
CONSERVATION EASEMENT Conservation Easement to be recorded via separate document.
CROSS ACCESS EASEMENT Future Cross Access Easements to be recorded via separate document.

WISCONSIN
JOHN P. KONOPACKI
S-2461
Waukesha, WI
LAND SURVEYOR

REVISED:
FEBRUARY 10, 2020
DECEMBER 18, 2019

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1827.00
SHEET 9 OF 9

Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northwest corner of the Southwest 1/4 of said Section 36; Thence North 88°36'13" East along the north line of said Southwest 1/4, 2571.27 feet to the west right of way line of West Elm Road; Thence South 00°21'34" East along said west right of way line, 30.00 feet to the south right of way line of said West Elm Road; Thence North 88°36'13" East along said south right of way line, 60.01 feet to the east line of said Southwest 1/4; Thence South 00°21'34" East along said east line, 1291.69 feet to the south line of the North 1/2 of said Southwest 1/4; Thence South 88°35'41" West along said south line, 2631.14 feet to the west line of said Southwest 1/4; Thence North 00°21'57" West along said west line, 1322.10 feet to the Point of Beginning.

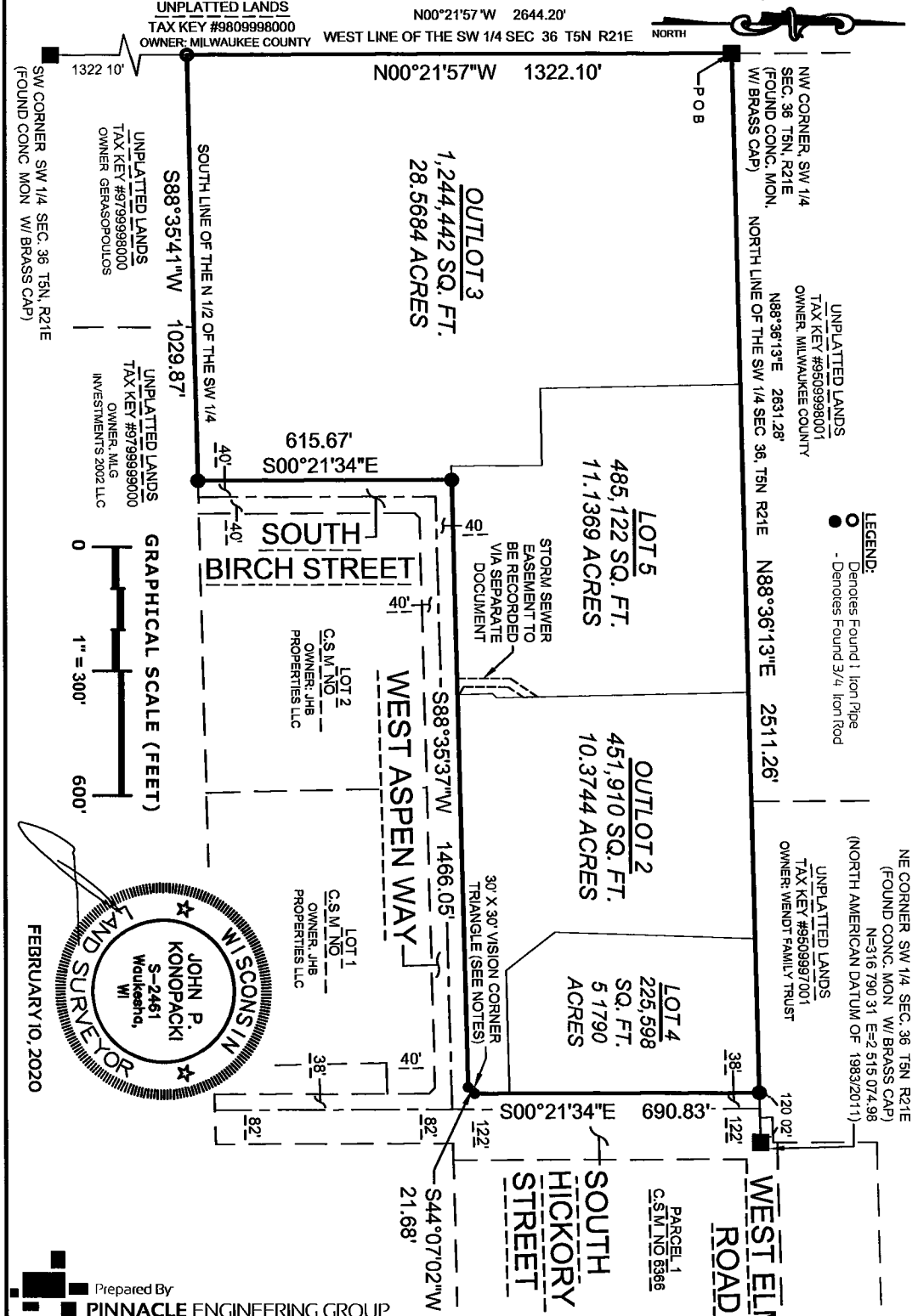
CSM

B

Reference only - This CSM will be reviewed at a later date

CERTIFIED SURVEY MAP NO. _____

Being Lot 3 Certified Survey Map No _____ in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North Range 21 East, in the City of Franklin, Milwaukee County Wisconsin



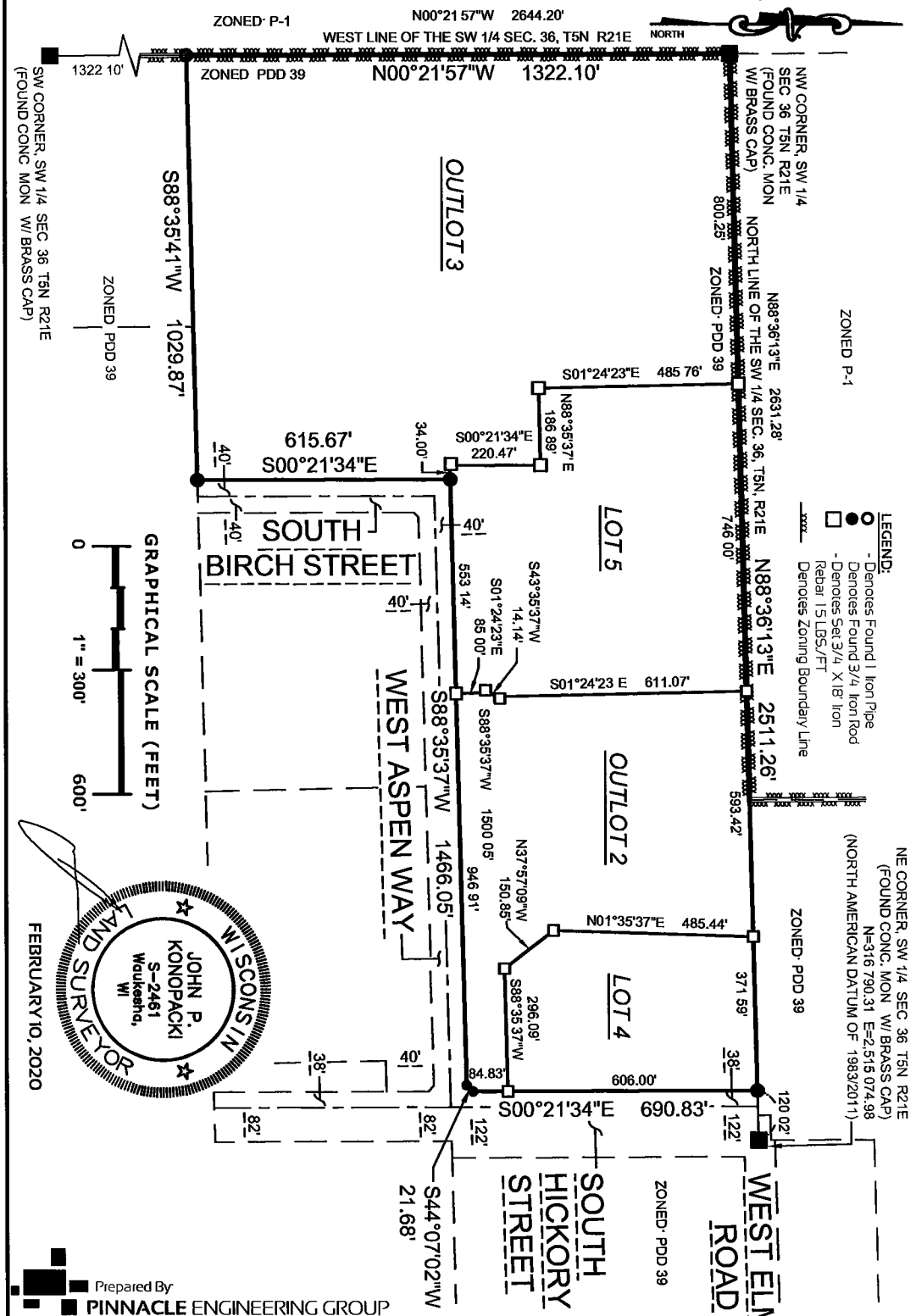
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1827.00
SHEET 1 OF 7

CERTIFIED SURVEY MAP NO. _____

Being Lot 3 Certified Survey Map No _____ in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36 Township 5 North Range 21 East, in the City of Franklin, Milwaukee County Wisconsin



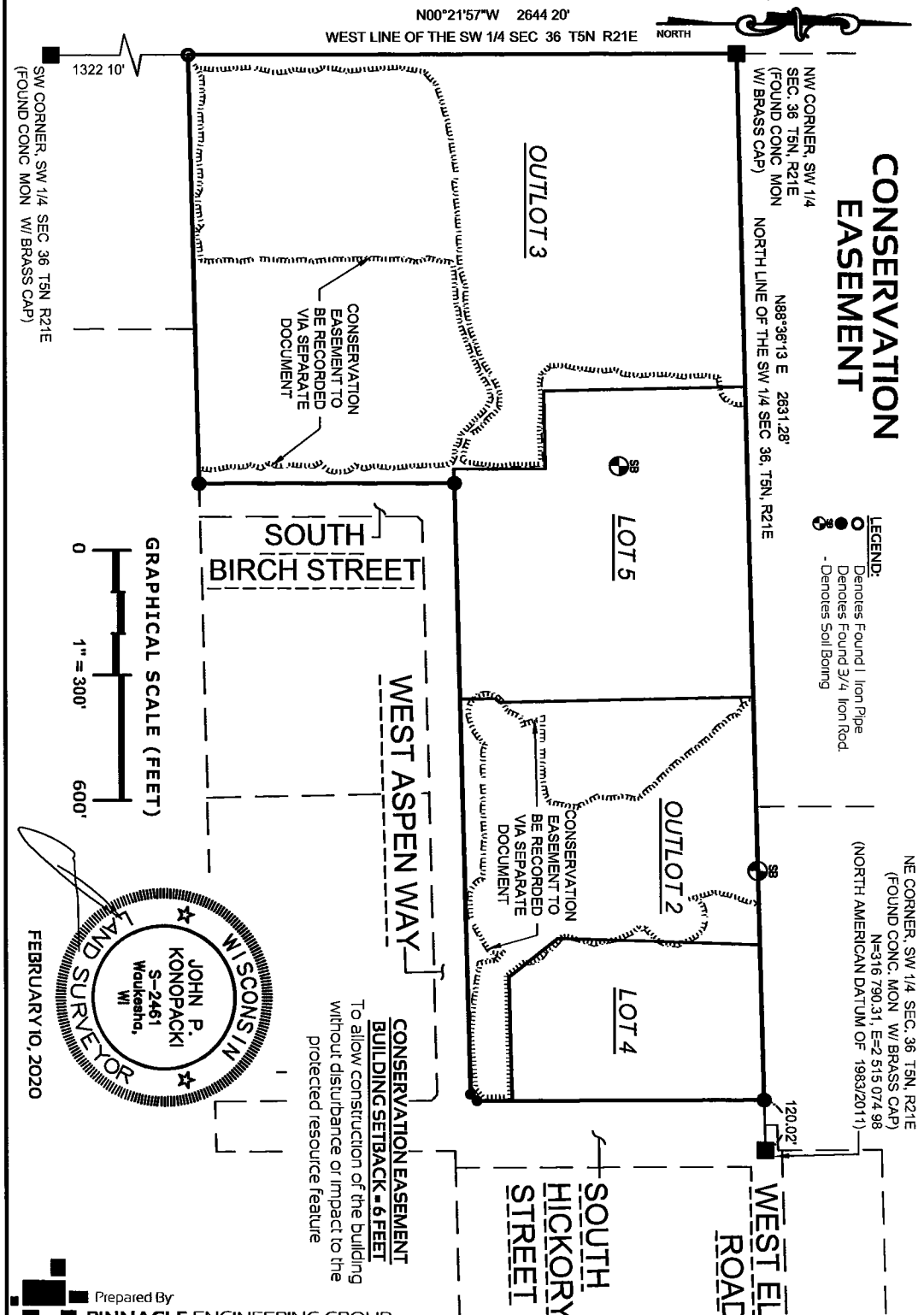
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00
SHEET 2 OF 7

CERTIFIED SURVEY MAP NO. _____

Being Lot 3 Certified Survey Map No _____ in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36 Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin



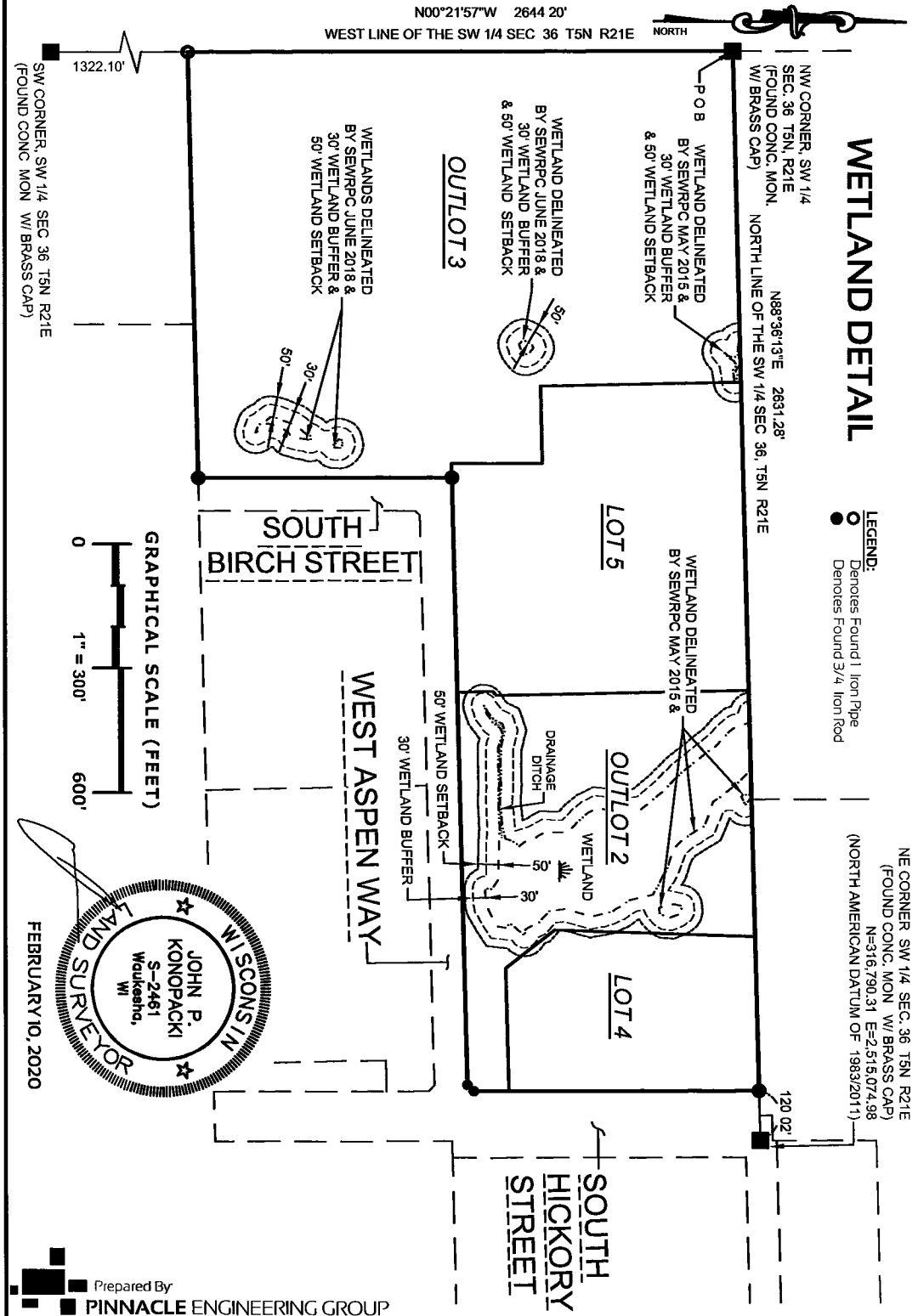
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00
SHEET 3 OF 7

CERTIFIED SURVEY MAP NO. _____

Being Lot 3 Certified Survey Map No _____ in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North Range 21 East, in the City of Franklin Milwaukee County, Wisconsin



Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This Instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00

CERTIFIED SURVEY MAP NO. _____

Being Lot 3 Certified Survey Map No _____ in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North Range 21 East, in the City of Franklin, Milwaukee County Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P Konopacki Professional Land Surveyor do hereby certify·

That I have surveyed mapped and divided Lot 3 of Certified Survey Map No _____, as recorded in the Register of Deeds office for Milwaukee County as Document No. _____, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36 Township 5 North Range 21 East, in the City of Franklin Milwaukee County Wisconsin described as follows.

Beginning at the northwest corner of the Southwest 1/4 of said Section 36
Thence North 88°36'13" East along the north line of said Southwest 1/4, 2511.26 feet to the west right of way line of South Hickory Street;
Thence South 00°21'34" East along said west right of way line 690.83 feet·
Thence South 44°07'02' West 21.68 feet to the north right of way line of West Aspen Way·
Thence South 88°35'37" West along said north right of way line, 1466.05 feet to the west right of way line of South Birch Street;
Thence South 00°21'34" East along said west right of way line, 615.67 feet to the south line of said Lot 3,
Thence South 88°35'41" West along said south line 1029 87 feet to the west line of said Southwest 1/4
Thence North 00°21'57" West along said west line 1322 10 feet to the Point of Beginning

Containing 2,407,072 square feet (55.2587 acres) of land more or less.

That I have made such survey land division and map by the direction of JHB PROPERTIES LLC owner of said land

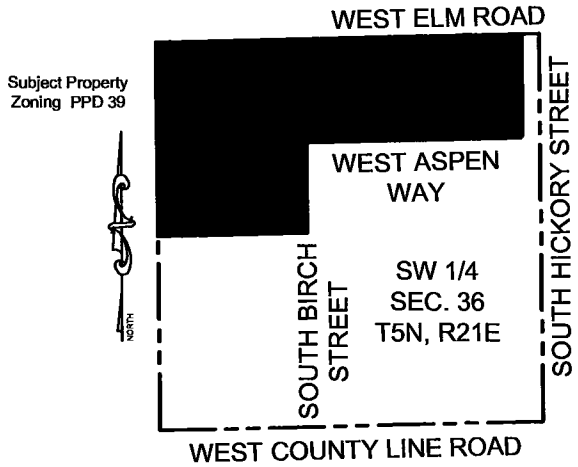
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made

That I have fully complied with the provisions of s 236 34 of the Wisconsin State Statutes and the City of Franklin Unified Development Ordinance Division - 15 in surveying mapping and dividing the land with in this certified survey map.

Date FEBRUARY 10, 2020

WISCONSIN
JOHN P. KONOPACKI
S-2461
Waukesha, WI
LAND SURVEYOR

John P Konopacki
Professional Land Surveyor S-2461



VICINITY SKETCH
SCALE 1"=1000'

Owner/Subdivider
JHB PROPERTIES LLC
Attn: Scott Biller
5158 S. Marquette Ct
New Berlin, WI 53151

Prepared By·
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE. (262) 754-8888

This instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00

CERTIFIED SURVEY MAP NO. _____

Being Lot 3 Certified Survey Map No _____ in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North Range 21 East, in the City of Franklin, Milwaukee County Wisconsin

OWNER'S CERTIFICATE

JHB PROPERTIES LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed divided and mapped as represented on this certified survey map

JHB PROPERTIES LLC as owner does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection

1 City of Franklin

IN WITNESS WHEREOF the said JHB PROPERTIES LLC has caused these presents to be signed by
(name - print) _____, (title) _____, at
(city)_____, _____ County Wisconsin on this _____ day of _____ 20___

In the presence of: JHB PROPERTIES LLC

_____
Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ 20____, (name) _____,
(title) _____, of the above named limited liability company to me known to be the person who executed the foregoing instrument and to me known to be such _____(title) of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority

_____
Notary Public
Name._____
State of Wisconsin
My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and 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 in the forgoing affidavit of John P Konopacki surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____ its President, and its corporate seal to be hereunto affixed this _____ day of _____ 20____.

_____ _____
Date President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20____, _____ to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same

_____
Notary Public
Name._____
State of Wisconsin
My Commission Expires _____

WISCONSIN
JOHN P. KONOPACKI
S-2461
Waukesha, WI
LAND SURVEYOR

FEBRUARY 10, 2020

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00

CERTIFIED SURVEY MAP NO. _____

Being Lot 3 Certified Survey Map No _____ in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36 Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County Wisconsin

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved and **dedication accepted by the Common Council of the City of Franklin by Resolution No** _____.
Signed this _____ **day of** _____ 20___

_____
Steve Olson **Mayor**

_____
Sandra L **Wesolowski City Clerk**

NOTES:

All measurements have been made to the nearest one-hundredth of a foot.
All angular measurements have been made to the nearest one second.
Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Southwest 1/4 of Section 36 Township 5 North, Range 21 East bears N88°36'13" E.
VISION CORNER TRIANGLE. No Obstructions Permitted. No visual obstructions, such as structures, parking, or vegetation, shall be permitted between the heights of 2.5 feet and 10 feet above the plane through the mean curb grades within the triangular space.
PUBLIC WATER MAIN: Future Public Water Main easements to be recorded via separate document.
STORM SEWER EASEMENT Storm Sewer Easement to be recorded via separate document.
CONSERVATION EASEMENT Conservation Easement to be recorded via separate document.
CROSS ACCESS EASEMENT Future Cross Access Easements to be recorded via separate document.

WISCONSIN
JOHN P. KONOPACKI
S-2461
Waukesha, WI
LAND SURVEYOR

FEBRUARY 10, 2020

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P Konopacki, PLS-License No. S-2461

PEG JOB#1827.00
SHEET 7 OF 7

Lot 3 of Certified Survey Map No. _____, as recorded in the Register of Deeds office for Milwaukee County as Document No. _____, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

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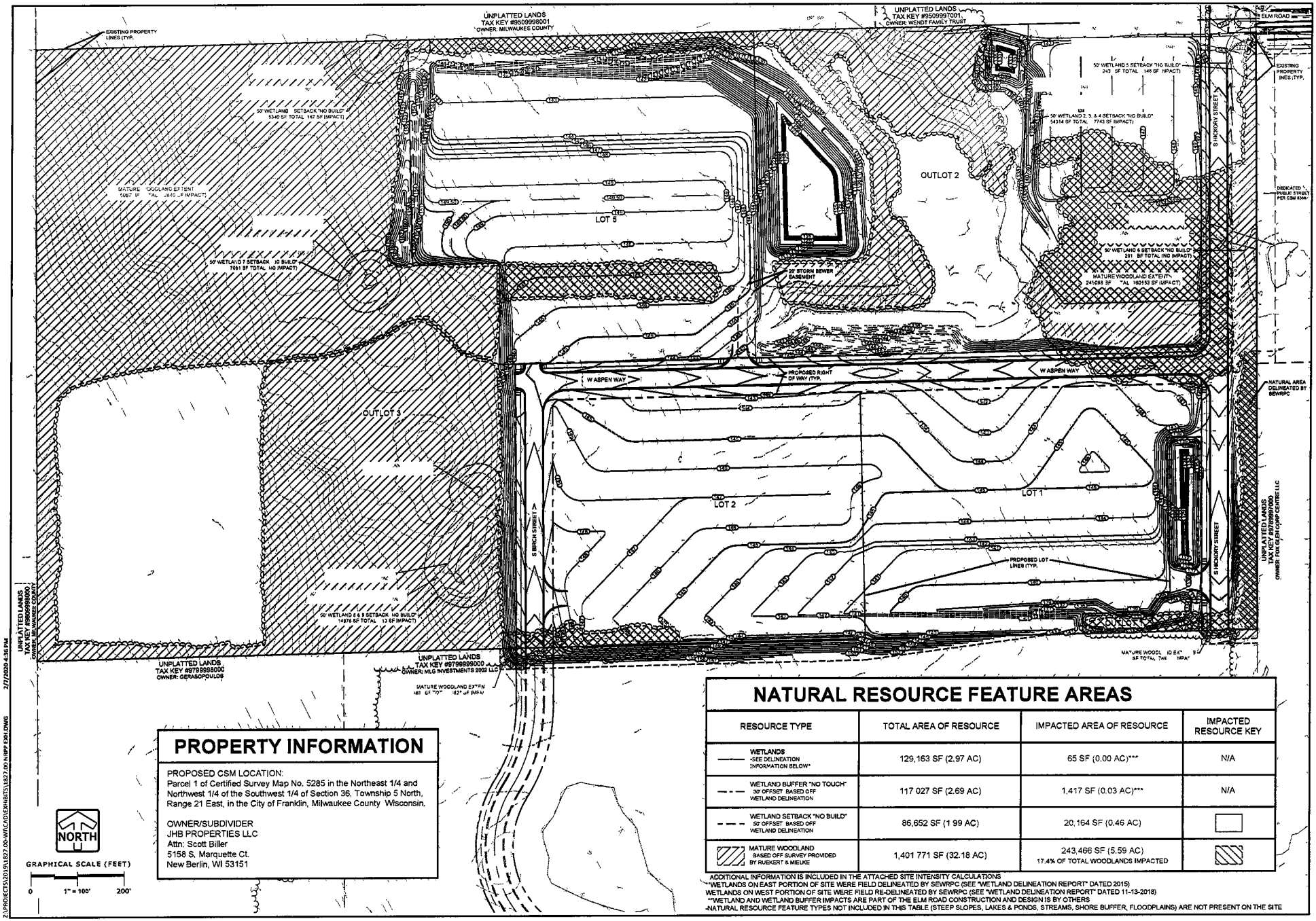

PROPERTY INFORMATION

PROPOSED CSM LOCATION:
Parcel 1 of Certified Survey Map No. 5285 in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County Wisconsin.

OWNER/SUBDIVIDER
JHB PROPERTIES LLC
Attn: Scott Biller
5158 S. Marquette Ct.
New Berlin, WI 53151

NATURAL RESOURCE FEATURE AREAS

RESOURCE TYPE	TOTAL AREA OF RESOURCE	IMPACTED AREA OF RESOURCE	IMPACTED RESOURCE KEY
WETLANDS -SEE DELINEATION INFORMATION BELOW*	129,163 SF (2.97 AC)	65 SF (0.00 AC)***	N/A
WETLAND BUFFER "NO TOUCH" 30' OFFSET BASED OFF WETLAND DELINEATION	117 027 SF (2.69 AC)	1,417 SF (0.03 AC)***	N/A
WETLAND SETBACK "NO BUILD" 50' OFFSET BASED OFF WETLAND DELINEATION	86,652 SF (1 99 AC)	20,164 SF (0.46 AC)	
MATURE WOODLAND BASED OFF SURVEY PROVIDED BY RUEKERT & MIELKE	1,401 771 SF (32.18 AC)	243,466 SF (5.59 AC) 17.4% OF TOTAL WOODLANDS IMPACTED	

ADDITIONAL INFORMATION IS INCLUDED IN THE ATTACHED SITE INTENSITY CALCULATIONS
*WETLANDS ON EAST PORTION OF SITE WERE FIELD DELINEATED BY SEWRPC (SEE "WETLAND DELINEATION REPORT" DATED 2015)
WETLANDS ON WEST PORTION OF SITE WERE FIELD RE-DELINEATED BY SEWRPC (SEE "WETLAND DELINEATION REPORT" DATED 11-13-2018)
***WETLAND AND WETLAND BUFFER IMPACTS ARE PART OF THE ELM ROAD CONSTRUCTION AND DESIGN IS BY OTHERS
-NATURAL RESOURCE FEATURE TYPES NOT INCLUDED IN THIS TABLE (STEEP SLOPES, LAKES & PONDS, STREAMS, SHORE BUFFER, FLOODPLAINS) ARE NOT PRESENT ON THE SITE

FRANKLIN CORPORATE PARK - NATURAL RESOURCES PROTECTION PLAN

02/07/20

PINNACLE ENGINEERING GROUP
5850 W BLUEMOUND ROAD | SUITE 210 | BROOKFIELD WI 53005 | WWW.PINNACLE-ENGR.COM |

PLAN | DESIGN | DELIVER

PEG JOB# 1827 00

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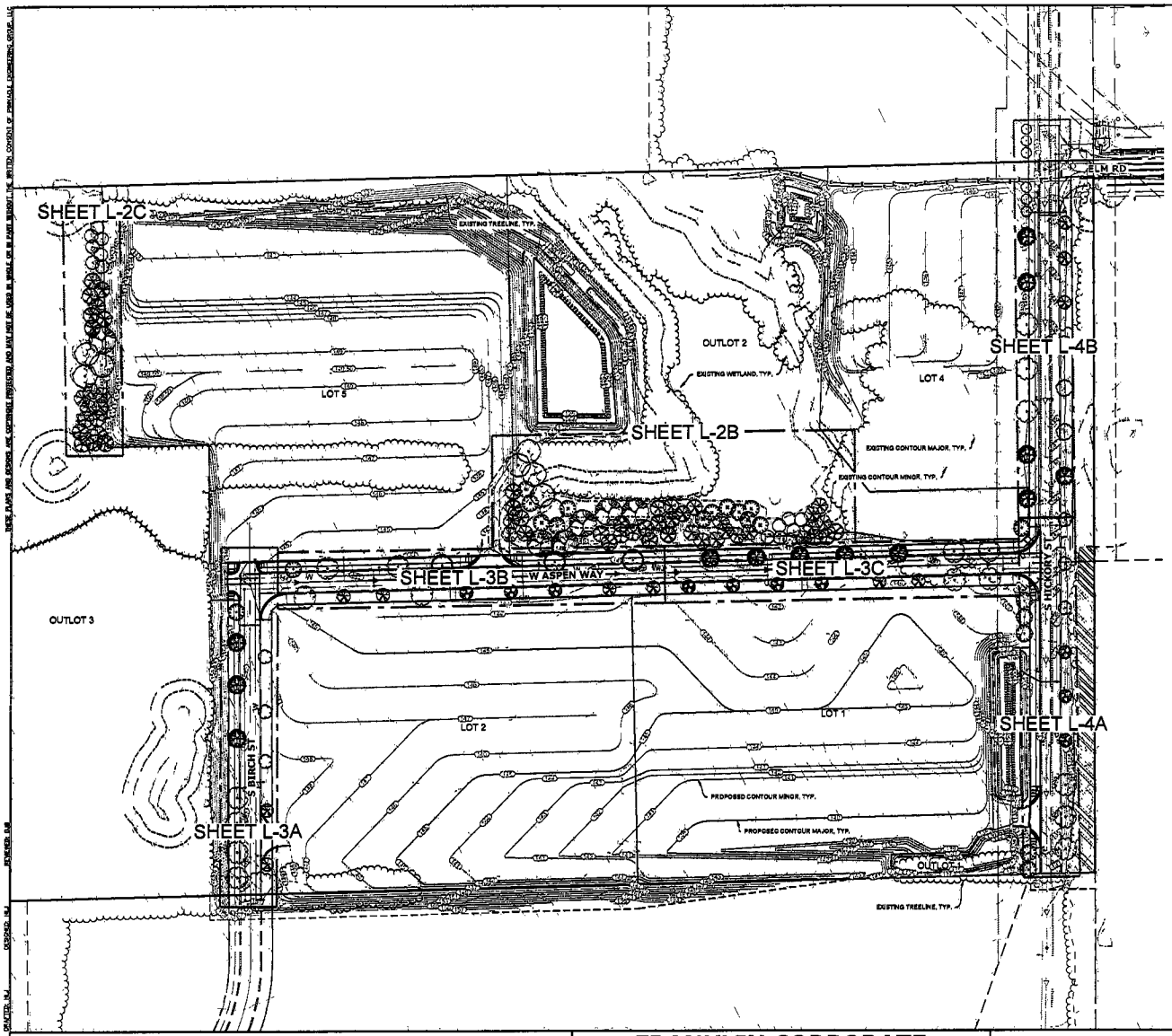

STREET TREE NOTE

1 ALL TREES ALONG MULTI USE TRAIL MUST MAINTAIN 8' MINIMUM VERTICAL CLEARANCE. WHEN BRANCHING BEGINS ENCROACHING INTO THE 8' TREES MUST BE PRUNED TO PROVIDE PROPER CLEARANCE.

STREET TREE CALCULATIONS	
LINEAL FEET OF LOT FRONTAGE	6,627 LF
(REQUIRED) 1 TREE / 85 LF OF FRONTAGE	78 TREES
TREES PROVIDED	78 TREES

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 100' 200'

PLAN | DESIGN | DELIVER

PINNACLE ENGINEERING GROUP

ENGINEERING NATURAL RESOURCES SURVEYING

WISCONSIN OFFICE:
28725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8988

FRANKLIN CORPORATE PARK

FRANKLIN, WI

LANDSCAPE PLAN OVERVIEW

REVISIONS

1 ADDRESS CITY COMMENTS 02/10/20

PEG JOB NO. 1827.00

PEG TM MAC

START DATE 12/19/19

SCALE 1" = 100'

SHEET L-1 L-5

LANDSCAPE PLAN OVERVIEW

FOR REVIEW ONLY

www.pinnacle-engr.com

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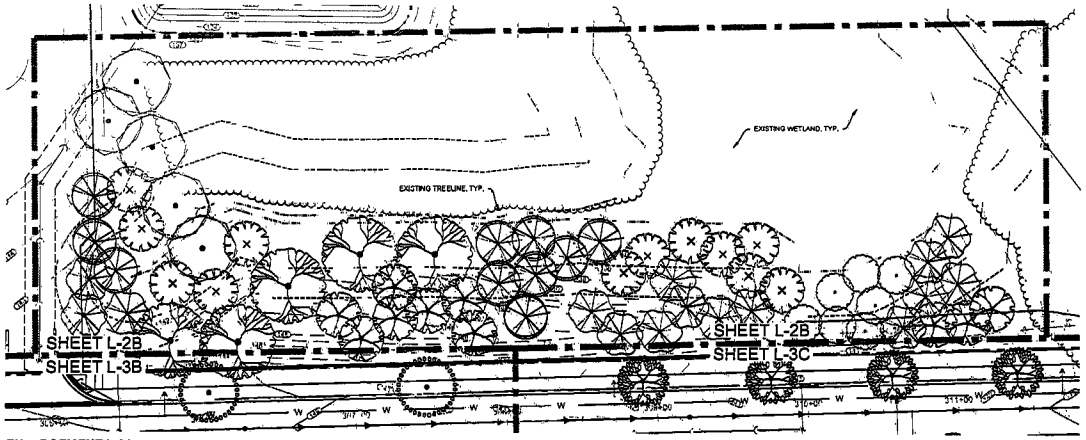
DRAWN: MJ DESIGNED: MJ PLANNED: BJB

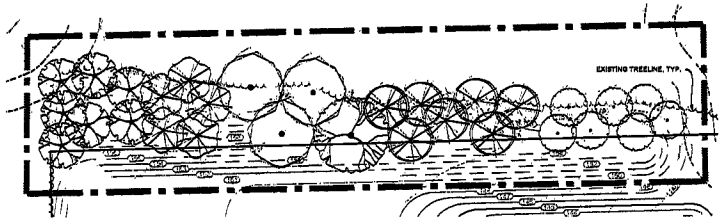
Z:\PROJECTS\2019\1827.00-WI\CAD\SHEETS\1827.00-WI STREET TREE PLAN.DWG



ENLARGEMENT L-2A

SCALE: 1 "=40'

NORTH



ENLARGEMENT L-2B

SCALE: 1 =40'

NORTH

GRAPHICAL SCALE (FEET)

0 1" = 40' 80'

PLANT KEY

MITIGATION TREES	BOTANICAL NAME	COMMON NAME
	Quercus bicolor	Swamp White Oak
	Tilia americana	American Linden
	Acer freemani Autumn Fantasy'	Autumn Fantasy Maple
	Acer saccharum	Sugar Maple
	Catalpa speciosa	Northern Catalpa
	Quercus macrocarpa	Burr Oak
	Ulmus americana New Horizon	New Horizon American Elm

MITIGATION TREE NOTE

1 SEE SHEET L-4 FOR CHART OF MITIGATION REQUIREMENTS AND FOR TREES IMPACTED BY S. HICKORY ROAD IMPROVEMENTS NEEDING MITIGATION.

MITIGATION TREE CALCULATIONS	
TOTAL TREES REQUIRED	93 TREES
TREES PROVIDED	94 TREES

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DRAWN: MJ DESIGNED: MJ PLANNED: BJB

PLAN | DESIGN | DELIVER

PINNACLE ENGINEERING GROUP
ENGINEERING NATURAL RESOURCES SURVEYING

WISCONSIN OFFICE
10725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888

FRANKLIN CORPORATE PARK
FRANKLIN, WI

MITIGATION TREE PLAN ENLARGEMENT

REVISIONS

1	ADDRESS CITY COMMENTS	02/10/20

PEG JOB No. 1827.00
PEG ID# MAC
START DATE 12/19/19
SCALE 1" = 40'

SHEET
L-2
L-5

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MITIGATION TREE PLAN ENLARGEMENT

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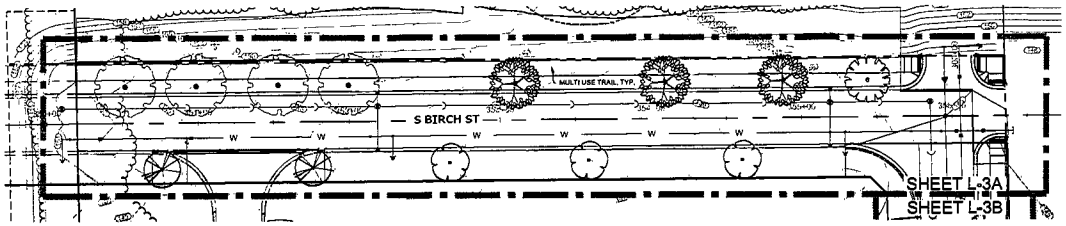
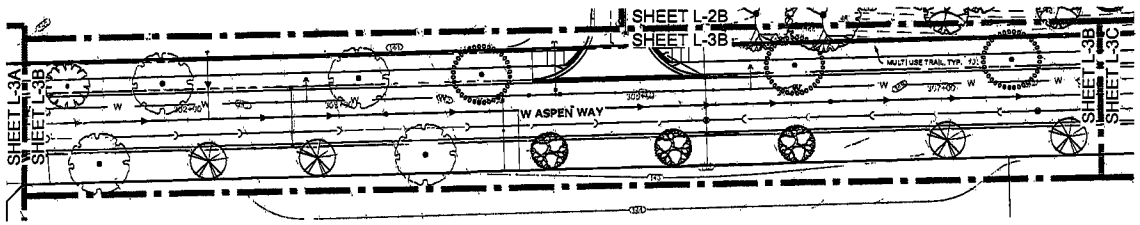
Z:\PROJECTS\2019\1827.00-WI\CAD\SHEETS\1827.00-WI STREET TREE PLAN.DWG



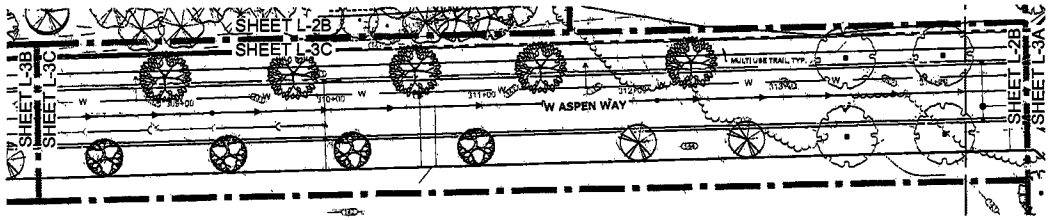
ENLARGEMENT L-3A

SCALE: 1"=40'



ENLARGEMENT L-3B

SCALE: 1 =40'



ENLARGEMENT L-3C

SCALE: 1"=40'

GRAPHICAL SCALE (FEET)

0 1" = 40' 80'

PLANT KEY

TREES	BOTANICAL NAME	COMMON NAME
	Celtis occidentalis Chicagoland'	Chicagoland Hackberry
	Ginkgo biloba Princeton Sentry	Princeton Sentry Ginkgo
	Gleditsia triacanthos inermis Harve TM	Northern Accolaim Thornless Honey Locust
	Gymnocladus dioica Espresso	Kentucky Coffeetree
	Ulmus x Accolade	Accolade Elm
	Aesculus hippocastanum Baumanni	Horse Chestnut
	Ginkgo biloba Magyar	Magyar Ginkgo
	Gleditsia tacanthos Imperial'	Imperial Honeylocust
	Tilia cordata Greenspire	Greenspire Littleleaf Linden

STREET TREE NOTE

1 ALL TREES ALONG MULTI USE TRAIL MUST MAINTAIN 8' MINIMUM VERTICAL CLEARANCE. WHEN BRANCHING BEGINS ENCROACHING INTO THE 8' TREES MUST BE PRUNED TO PROVIDE PROPER CLEARANCE.

FOR REVIEW ONLY

STREET TREE ENLARGEMENT

www.pinnacle-engr.com

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PLAN | DESIGN | DELIVER

PINNACLE ENGINEERING GROUP

ENGINEERING NATURAL RESOURCES SURVEYING

WISCONSIN OFFICE:
20723 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO SUBURBS

FRANKLIN CORPORATE PARK

FRANKLIN, WI

STREET TREE ENLARGEMENT

REVISIONS

1	ADDRESS CITY COMMENTS	02/10/20

PEG PYB No. 1827.00
PEG TM MAC
START DATE 12/19/19
SCALE 1"=40'

SHEET L-3 / L-5

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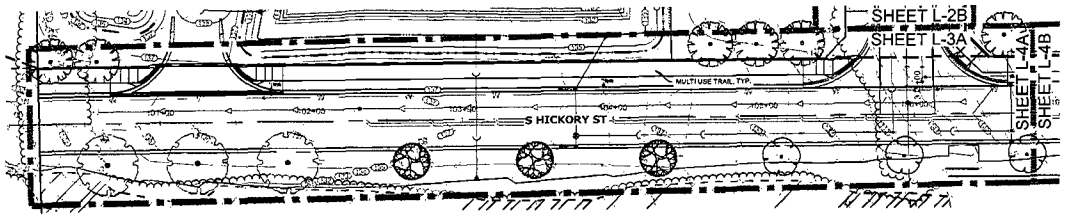
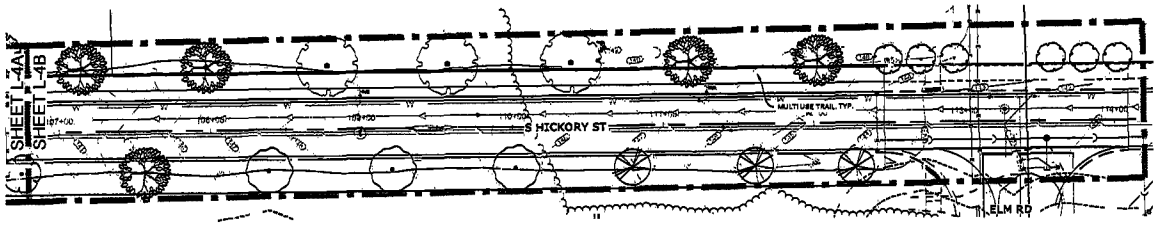
Z:\PROJECTS\2019\1827.00-WI\CAD\SHEETS\1827.00-WI STREET TREE PLAN.DWG



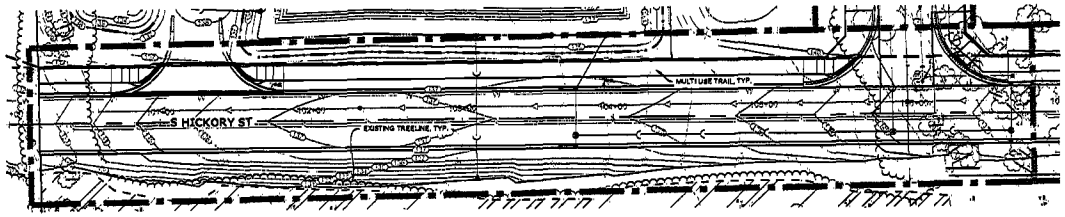
ENLARGEMENT L-4A (STREET TREE PLAN)

SCALE: 1"=40'



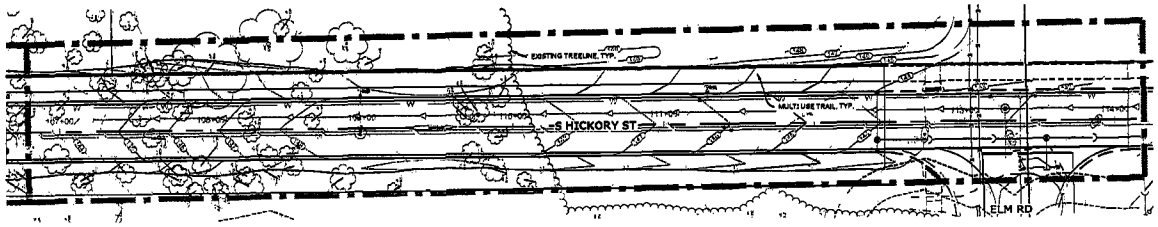
ENLARGEMENT L-4B (STREET TREE PLAN)

SCALE: 1"=40'



ENLARGEMENT L-4A (S HICKORY TREE REMOVALS)

SCALE: 1"=40'



ENLARGEMENT L-4B (S HICKORY TREE REMOVALS)

SCALE: 1"=40'

PLANT KEY

TREES	BOTANICAL NAME	COMMON NAME
	Celtis occidentalis Chicagoland'	Chicagoland Hackberry
	Ginkgo biloba Princeton Sentry'	Princeton Sentry Ginkgo
	Gleditsia triacanthos inermis Harvs TM	Northern Acclaim Thornless Honey Locust
	Gymnocladus dioica Espresso	Kentucky Coffeetree
	Ulmus x Accolade	Accolade Elm
	Aesculus hippocastanum Baumanni	Horse Chestnut
	Ginkgo biloba Magyar	Magyar Ginkgo
	Gleditsia triacanthos Imperial'	Imperial Honeylocust
	Tilia cordata Greenspire	Greenspire Littleleaf Linden

STREET TREE NOTE

1. ALL TREES ALONG MULTI USE TRAIL MUST MAINTAIN 8' MINIMUM VERTICAL CLEARANCE. WHEN BRANCHING BEGINS ENCROACHING INTO THE 8' TREES MUST BE PRUNED TO PROVIDE PROPER CLEARANCE.

CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE
TABLE 15-8.0204
MINIMUM TREE REPLACEMENT REQUIREMENTS

Size of Tree Destroyed or Razed in DBH	Replacement Tree Requirements	
	Number of Trees Required	Minimum Size of Replacement tree in Caliper (inches)
9-10 inches	1	2 inches
11-16 inches	2	2 inches
17-24 inches	3	2 inches
25-30 inches	4	2 inches
31-36 inches	5	2 inches
37 inches or greater	6	2 inches

TREE REMOVALS FOR S. HICKORY STREET

ID	SPECIES	COMMON NAME	DBH	# REPLACEMENTS	ID	SPECIES	COMMON NAME	DBH	# REPLACEMENTS
307	Acer rubrum	Red Maple	8.1	1	983	Ulmus rubra	Slippery Elm	8.8	1
438	Populus deltoides	Eastern Cottonwood	14.6	2	984	Ulmus rubra	Slippery Elm	9.4	1
439	Catalpa speciosa	Northern Catalpa	18.3	2	985	Juglans nigra	Black Walnut	24.8	2
440	Populus deltoides	Eastern Cottonwood	8.2	1	986	Juglans nigra	Black Walnut	10.4	1
441	Populus deltoides	Eastern Cottonwood	11.2	1	987	Ulmus rubra	Slippery Elm	8.0	1
442	Populus deltoides	Eastern Cottonwood	12.4	2	988	Morus alba	White Mulberry	18.2	2
443	Populus deltoides	Eastern Cottonwood	15.8	2	989	Juglans nigra	Black Walnut	19.7	2
444	Populus deltoides	Eastern Cottonwood	17.0	2	990	Juglans nigra	Black Walnut	11.8	2
445	Juglans nigra	Black Walnut	8.8	1	1009	Juglans nigra	Black Walnut	10.5	1
446	Juglans nigra	Black Walnut	11.9	2	1010	Ulmus rubra	Slippery Elm	10.1	1
447	Catalpa speciosa	Northern Catalpa	9.4	1	1011	Juglans nigra	Black Walnut	9.1	1
448	Catalpa speciosa	Northern Catalpa	44.8	8	1012	Acer negundo	Boxelder	12.0	1
449	Morus alba	White Mulberry	21.0	3	1013	Acer negundo	Boxelder	13.0	2
450	Acer negundo	Boxelder	15.4	2	1014	Juglans nigra	Black Walnut	17.0	2
451	Acer negundo	Boxelder	12.4	2	1017	Acer negundo	Boxelder	16.1	1
452	Juglans nigra	Black Walnut	9.3	1	1018	Juglans nigra	Black Walnut	13.2	2
453	Juglans nigra	Black Walnut	10.5	1	1019	Juglans nigra	Black Walnut	8.6	1
505	Juglans nigra	Black Walnut	9.0	1	1020	Juglans nigra	Black Walnut	9.8	1
831	Morus alba	White Mulberry	14.0	2	1021	Juglans nigra	Black Walnut	11.1	2
832	Acer negundo	Boxelder	8.6	1	1022	Juglans nigra	Black Walnut	11.8	2
975	Acer negundo	Boxelder	31.0	4	1023	Tilia x tortuosa	Bessoned	18.8	3
976	Acer negundo	Boxelder	12.7	2	1024	Tilia x tortuosa	Bessoned	21.5	3
977	Acer negundo	Boxelder	16.1	2	1079	Catalpa speciosa	Northern Catalpa	10.0	1
978	Juglans nigra	Black Walnut	15.0	2	1031	Juglans nigra	Black Walnut	12.1	2
979	Juglans nigra	Black Walnut	13.9	2	1032	Juglans nigra	Black Walnut	10.3	1
980	Juglans nigra	Black Walnut	12.5	2	1033	Juglans nigra	Black Walnut	8.6	1
981	Acer negundo	Boxelder	19.4	1	1034	Juglans nigra	Black Walnut	11.0	1
982	Morus alba	White Mulberry	8.4	1		TOTAL QUANTITY OF MITIGATION TREES REQUIRED			88

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ENGINEERING NATURAL RESOURCES SURVEYING
WISCONSIN OFFICE:
10715 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8088

FRANKLIN CORPORATE PARK

FRANKLIN, WI

STREET TREE & EXISTING TREE ENLARGEMENT

REVISIONS

1	ADDRESS CITY COMMENTS	02/10/20

PROJ NO. 1827.00
PROJ MGR. MAC
START DATE 12/19/19
SCALE 1"=40'

SHEET L-4 L-5

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STREET TREE & EXISTING TREE ENLARGEMENT

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Z:\PROJECTS\2019\1827.00-WI\CAD\SHEETS\1827.00-WI STREET TREE PLAN.DWG

GENERAL PLANTING NOTES

1. THE LAYOUT OF ALL INDIVIDUAL TREES SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. AN APPROVED REPRESENTATIVE WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY
2. THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT
3. NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL BY THE LANDSCAPE ARCHITECT ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
4. ALL B&B STOCK SHALL BE NURSERY GROWN IN A CLAY LOAM SOIL FOR A MINIMUM OF THREE GROWING SEASONS WITHIN 200 MILES OF PROJECT LOCATION IN A ZONE COMPATIBLE WITH USDA HARDINESS ZONE 5A.
5. ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK Z60.1 ANSI. LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND POTENTIALLY REJECT ANY PLANT MATERIAL DEEMED TO NOT MEET THE REQUIRED STANDARDS.
9. ALL STOCK SHALL BE FREE OF DISEASES AND HARMFUL INSECTS, DAMAGE, DISORDERS AND DEFORMITIES.
7. TREES SHALL HAVE SINGLE, STRAIGHT TRUNKS AND WELL BALANCED BRANCH SYSTEMS. HEIGHT TO-CALIPER RATIOS SHALL BE CONSISTENT WITH THE LATEST EDITION OF ANSI Z60.1
8. ROOT SYSTEMS SHALL BE LARGE ENOUGH TO ALLOW FOR FULL RECOVERY OF THE TREE, AND SHALL CONFORM TO STANDARDS AS THEY APPEAR IN THE MOST CURRENT REVISION OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1
9. B&B TREES SHALL BE DUG WITH A BALL OF SOIL, NOT SOFT BALLED OR POTTED AND SHALL BE FIRM IN THEIR ROOTBALL. ROOT BALL SHALL BE WRAPPED (WITH BIODEGRADABLE MATERIAL). THE TREE ROOT FLARE, OR COLLAR, SHALL BE AT OR WITHIN THE TOP THREE INCHES OF GRADE.
10. ALL SPRING TREES MUST BE FRESHLY DUG IN THE SPRING OF 2020.
11. ALL AUTUMN TREES MUST BE FRESHLY DUG IN THE AUTUMN OF 2019.
12. TREES SHALL BE ALIVE, HEALTHY AND APPROPRIATELY MOIST AT TIME OF DELIVERY
13. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH PLANTING DETAILS.
14. WHILE PLANTING TREES, BACKFILL ⅔ OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN.
15. THE CONTRACTOR MUST LABEL ALL TREES WITH THE COMMON AND BOTANICAL NAMES PRIOR TO FINAL INSPECTION.
16. ALL TREES PLANTED IN TURF AREAS SHALL RECEIVE A 3" DEEP SHREDDED HARDWOOD MULCHED RING AS SHOWN IN PLANTING DETAILS.
17. ALL TREE RINGS SHALL HAVE A 4" DEEP TRENCHED BED EDGE CREATED BY EITHER A FLAT LANDSCAPE SPADE OR MECHANICAL EDGER. BED EDGES ARE TO BE CUT CLEAN AND SMOOTH AS SHOWN ON LANDSCAPE PLANS WITH A CLEAN DEFINITION BETWEEN TURF AND PLANTING AREAS.
18. ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
19. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
20. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING. CONSULT DIGGERS HOTLINE.
21. THE CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN.
22. THE CONTRACTOR IS TO REVIEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALLATION. ANY CONFLICTS MUST BE REPORTED TO THE LANDSCAPE ARCHITECT THESE LANDSCAPE DRAWINGS ARE FOR THE INSTALLATION OF PLANT MATERIALS ONLY UNLESS OTHERWISE STATED.
23. THE CONTRACTOR SHALL PROVIDE WATERING AND MAINTENANCE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT UPON COMPLETION OF THE PROJECT CONTRACTOR SHALL SUPPLY THE OWNER IN WRITING WITH ONGOING WATERING AND MAINTENANCE INSTRUCTIONS.
24. PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF THREE (3) YEARS FROM TIME OF OWNER ACCEPTANCE. UP TO TWO (2) REPLACEMENTS PER TREE PER YEAR WILL BE REQUIRED DURING THE WARRANTY PERIOD EXCEPT IN THE EVENT OF FAILURE TO COMPLY WITH THE SPECIFIED REQUIREMENTS.
25. THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET
26. FOR SEEDING AND EROSION CONTROL, REFER TO CIVIL PLANS.

PLANTING SOIL NOTES

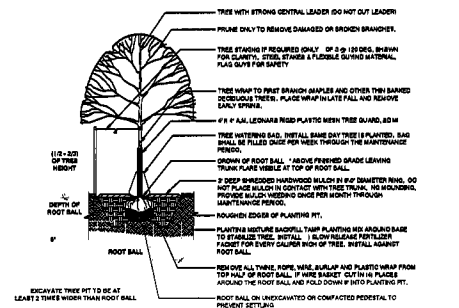
1. TREE HOLES SHALL BE FILLED WITH A PREPARED PLANTING MIXTURE OF 1 PART TOPSOIL, 2 PARTS PLANTING SOIL MIX.
2. THOROUGHLY BLEND PLANTING SOIL MIX FOR PLANTING BED AREAS. (1 PART EXISTING SOIL, 1 PART TOPSOIL, 1 PART ORGANIC SOIL AMENDMENT 2.9 POUNDS PER CUBIC YARD OF 4-4-4 ANALYSIS SLOW-RELEASE FERTILIZER)

STREET TREE NOTE

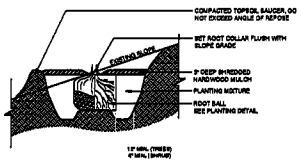
1. ALL TREES ALONG MULTI USE TRAIL MUST MAINTAIN 8' MINIMUM VERTICAL CLEARANCE. WHEN BRANCHING BEGINS ENCROACHING INTO THE 8' TREES MUST BE PRUNED TO PROVIDE PROPER CLEARANCE.

PLANT SCHEDULE

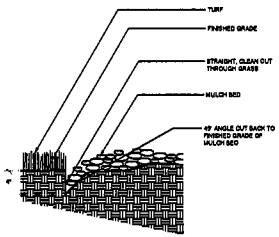
STREET TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Celtis occidentalis Chicagoland'	Chicagoland Hackberry	1.75" Cal.	3
	Ginkgo biloba Princeton Sentry'	Princeton Sentry Ginkgo	.75" Cal.	6
	Gleditsia triacanthos inermis Harve TM	Northern Acclaim HoneyLocust	1.75" Cal.	8
	Gymnocladus dioica Espresso	Kentucky Coffeetree	1.75" Cal.	13
	Ulmus x Accolade	Accolade Elm	1.75" Cal.	18
	Aesculus hippocastanum Baumanni	Horse Chestnut	2" Cal.	3
	Ginkgo biloba Magyar	Magyar Ginkgo	2" Cal.	6
	Gleditsia triacanthos Imperial'	Imperial Honeylocust	2" Cal.	0
	Tilia cordata Greenspire	Greenspire Littleleaf Linden	2" Cal.	
MITIGATION TREES	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**
	Tilia americana	American Linden	3" Cal.	17
	Acer rubrum Autumn Fantasy'	Autumn Fantasy Maple	3" Cal.	20
	Acer saccharum	Sugar Maple	3" Cal.	7
	Catalpa speciosa	Northern Catalpa	3" Cal.	14
	Quercus bicolor	Swamp White Oak	3" Cal.	12
	Quercus macrocarpa	Burr Oak	3" Cal.	8
	Ulmus americana New Horizon'	New Horizon American Elm	3" Cal.	8



1 TREE PLANTING



2 TREE PLANTING ON SLOPE



3 TRENCHED BED EDGE

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BROOKFIELD, WI 53186
(262) 754-8888

FRANKLIN CORPORATE PARK
FRANKLIN, WI

LANDSCAPE NOTES & DETAILS

REVISIONS
1 ADDRESS CITY COMMENTS 02/10/20

PEG JOB No. 1827.00
PEG TM MAC
START DATE 12/13/19
SCALE N.T.S.

SHEET L-5
L-5

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LANDSCAPE NOTES & DETAILS

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DRAFTED: HJ DESIGNED: HJ REVIEWED: DJB

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SECTION 15-3.0502 CALCULATION OF BASE SITE AREA

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

Table 15-3.0502

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

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	79.79 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0 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"	= 79.79 acres

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

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

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District.		
Steep Slopes					
10-19%	0 00	0 60	0 40	x 0 =	0
20-30%	0 65	0 75	0 70	x 0 =	0
+ 30%	0 90	0 85	0 80	x 0 =	0
Woodlands & Forests					
Mature	0 70	0 70	0 70	x 32.18 =	22.53
Young	0 50	0 50	0 50	x 0 =	0
Lakes & Ponds	1	1	1	x 0 =	0
Streams	1	1	1	x 0 =	0
Shore Buffer	1	1	1	x 0 =	0
Floodplains	1	1	1	x 0 =	0
Wetland Buffers	1	1	1	x 2.69 =	2.69
Wetlands & Shoreland Wetlands	1	1	1	x 2.97 =	2.97
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					28.19

Note In conducting the calculations in Table 15-3 0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1 0 which represents the higher of the two standards

SECTION 15-3.0505 CALCULATION OF SITE INTENSITY AND CAPACITY FOR NONRESIDENTIAL USES

In order to determine the maximum floor area which may be permitted on a parcel of land zoned in a nonresidential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0505 shall be performed.

A. Maximum Permitted Floor Area for a Retail Building:

1 Not withstanding the provisions of Table 15-3.0505, no individual retail building in any of the following districts shall exceed a total of 125,000 gross square feet of floor area, including all roofed area.

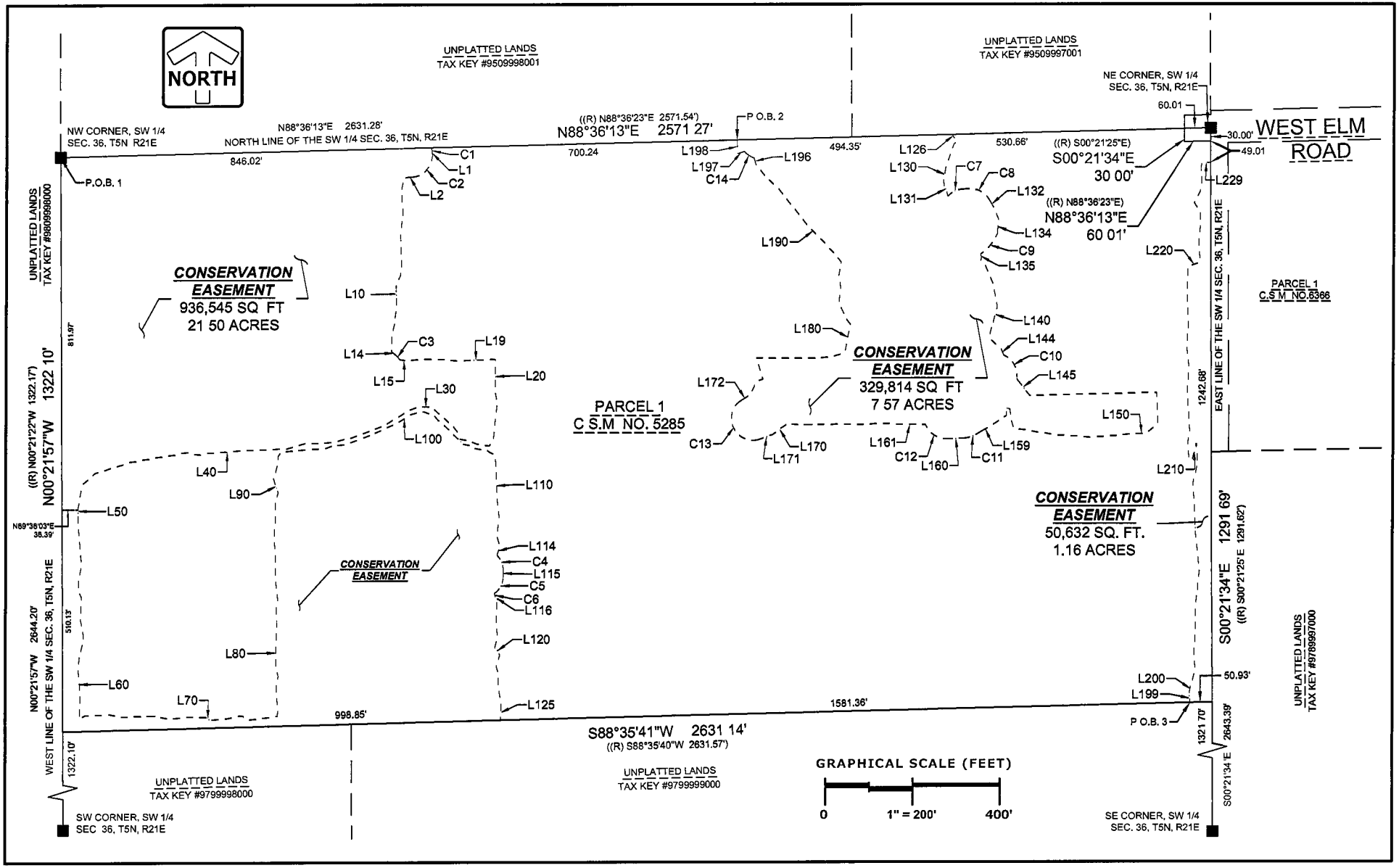
a. B-1 Neighborhood Business District
b. B-2 General Business District
c. B-3 Community Business District
d. B-5 Highway Business District

2 Not withstanding, any other provision of this Ordinance, no special use permit, special exception or variance may be approved or granted that would allow a retail building to exceed the size limits of this subparagraph (1) and no nonconforming use or structure may be expanded in any manner that would increase its nonconformace with the limits of subparagraph (1).

Table 15-3.0505

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

STEP 1:	**CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE:** Take ***Base Site Area*** (from Step 5 in Table 15-3 0502): 79.79 Multiple by Minimum ***Landscape Surface Ratio (LSR)*** (see specific zoning district LSR standard) X 0.25 Equals **MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE** =	19.95 acres
STEP 2:	**CALCULATE NET BUILDABLE SITE AREA:** Take ***Base Site Area*** (from Step 5 in Table 15-3 0502) 79.79 Subtract ***Total Resource Protection Land*** from Table 15-3 0503) or ***Minimum Required Landscape Surface*** (from Step 1 above), whichever is greater: - 28.19 Equals **NET BUILDABLE SITE AREA** =	51.60 acres
STEP 3:	**CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE:** Take ***Net Buildable Site Area*** (from Step 2 above). 51.60 Multiple by Maximum ***Net Floor Area Ratio (NFAR)*** (see specific nonresidential zoning district NFAR standard): X 0.85 Equals **MAXIMUM NET FLOOR AREA YIELD OF SITE** =	43.86 acres
STEP 4:	**CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE:** Take ***Base Site Area*** (from Step 5 of Table 15-3 0502): 79.79 Multiple by Maximum ***Gross Floor Area Ratio (GFAR)*** (see specific nonresidential zoning district GFAR standard): X 0.42 Equals **MAXIMUM GROSS FLOOR AREA YIELD OF SITE** =	33.51 acres
STEP 5:	**DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE:** Take the ***lowest*** of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above): (Multiple results by 43,560 for maximum floor area in square feet)	33.51 acres (1,459,696 s.f.)



CONSERVATION EASEMENT

SHEET 1 OF 3

02/07/2020

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD WI 53186 | WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#1827.00

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S03°47'00"E	3.49'
L2	S85°27'57"W	9.65'
L3	S79°45'14"W	10.15'
L4	S08°07'07"W	28.83'
L5	S03°02'58"E	53.44'
L6	S06°49'16"W	46.01'
L7	S02°45'37"E	63.34'
L8	S04°24'29"W	35.06'
L9	S27°56'14"W	21.36'
L10	S02°11'38"E	43.90'
L11	S05°47'59"W	48.93'
L12	S13°18'18"W	29.55'
L13	S00°36'18"E	33.63'
L14	S49°59'54"E	10.96'
L15	S79°52'22"E	19.01
L16	N79°55'38"E	25.16'
L17	S89°38'20"E	49.72'
L18	S83°46'11"E	36.91'
L19	N87°29'03"E	66.49'
L20	S00°17'57"E	78.24'
L21	S10°12'16"E	24.37'
L22	S06°12'51"W	85.31'
L23	S35°08'23"W	15.05'
L24	N81°15'57"W	28.56'
L25	N66°54'53"W	22.05'
L26	N63°54'34"W	16.20'
L27	N27°22'25"W	25.16'
L28	N48°26'55"W	38.25'
L29	N46°43'26"W	37.50'
L30	N88°23'05"W	27.96'
L31	S73°32'20"W	22.84'
L32	S58°12'58"W	68.23'
L33	S68°47'06"W	74.02'
L34	S77°26'01"W	52.21
L35	S83°13'27"W	20.07'
L36	N89°59'29"W	40.26'
L37	S73°27'29"W	41.06'
L38	S86°03'57"W	30.99'
L39	S87°31'43"W	65.17'
L40	S85°58'08"W	87.63'
L41	S82°04'00"W	25.75'
L42	N75°30'01"W	22.63'
L43	S79°22'33"W	48.77'
L44	S82°45'48"W	24.36'
L45	S79°30'43"W	55.04
L46	S73°41'32"W	49.26'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L47	S72°13'03"W	39.12'
L48	S47°57'32"W	39.67'
L49	S09°03'45"W	58.03'
L50	S02°06'28"E	53.02'
L51	S05°03'40"E	76.33'
L52	S12°34'45"W	27.38'
L53	S03°19'29"W	29.83'
L54	S25°21'16"E	16.48'
L55	S03°54'23"W	46.44'
L56	S14°18'54"E	24.09'
L57	S06°38'25"E	25.33'
L58	S16°21'15"W	23.99'
L59	S10°03'18"W	37.88'
L60	S03°59'19"E	84.55'
L61	S04°26'27"W	37.03'
L62	N61°02'57"E	14.91
L63	N87°39'08"E	54.15'
L64	S79°29'02"E	33.08'
L65	N87°04'52"E	41 77'
L66	N89°05'31"E	27.83'
L67	S79°16'04"E	33.22'
L68	N85°38'27"E	53.47'
L69	S67°34'59"E	33.79'
L70	S59°44'01"E	11.67'
L71	N85°41'10"E	38.26'
L72	N78°05'45"E	35.02'
L73	S50°20'44"E	16.49'
L74	N82°27'18"E	67.76'
L75	N10°14'46"E	14.61
L76	N07°43'46"W	30.93'
L77	N01°32'46"E	31.42'
L78	N10°53'06"E	15.42'
L79	N10°25'58"W	32.54'
L80	N00°40'36"E	44.96'
L81	N04°10'57"E	32.19'
L82	N02°44'11"W	44.41
L83	N10°24'40"E	21 73'
L84	N06°18'20"W	50.30'
L85	N00°40'34"W	54.06'
L86	N03°12'46"W	39.90'
L87	N03°42'30"E	41.59'
L88	N01°33'47"W	34.86'
L89	N14°52'52"E	28.47'
L90	N20°12'51"W	30.71'
L91	N13°30'15"E	28.21'
L92	N07°40'46"E	27 73'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L93	N32°03'24"E	11.48'
L94	N84°45'16"E	61 13'
L95	N88°03'52"E	37.48'
L96	N68°22'25"E	13.49'
L97	N81°18'48"E	39.02'
L98	N89°43'01"E	63.45'
L99	N65°22'28"E	62.08'
L100	N57°15'58"E	37.45'
L101	N78°26'49"E	29.79'
L102	S65°27'57"E	26.96'
L103	S46°09'26"E	91.64'
L104	S77°56'20"E	20.78'
L105	S45°48'20"E	6.97'
L106	S62°56'42"E	24.94'
L107	S62°41'45"E	20.80'
L108	S12°17'15"E	19.98'
L109	S01°48'38"E	19.34'
L110	S02°16'57"E	88.20'
L111	S07°34'50"E	38.05'
L112	S05°47'04"W	47.58'
L113	S15°48'24"E	24.06'
L114	S19°00'19"W	20.06'
L115	S00°18'34"W	13.34'
L116	S33°00'50"E	8.45'
L117	S02°39'38"W	55.60'
L118	S05°36'10"E	34.04'
L119	S17°18'50"W	20.29'
L120	S30°23'09"E	22.13'
L121	S17°14'51"W	27.06'
L122	S16°43'13"E	16.62'
L123	S00°33'57"E	38.06'
L124	S10°17'17"E	37.96'
L125	S04°11'14"W	35.20'
L126	S11°57'23"E	4.79'
L127	S41°51'23"E	14.37'
L128	S50°25'10"W	10.02'
L129	S19°15'12"W	58.13'
L130	S09°13'05"W	34.29'
L131	S17°00'51"E	34.79'
L132	S29°10'15"E	19.01'
L133	S22°05'37"E	28.94
L134	S04°15'18"W	34.77'
L135	S11°02'17"E	10.37'
L136	S28°33'56"W	3.75'
L137	S35°17'22"E	19.44'
L138	S23°59'51"E	40.67'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L139	S10°43'24"E	55.95'
L140	S14°34'55"W	36.87'
L141	S15°33'09"W	30.88'
L142	S07°31'52"E	9.33'
L143	S48°05'53"E	34.94'
L144	S22°27'20"E	14.69'
L145	S37°57'09"E	48.42'
L146	N88°35'37"E	290.65'
L147	S04°56'52"E	23.28'
L148	S00°56'04"E	49.35'
L149	S49°08'02"W	35.24'
L150	N87°32'25"W	19.63'
L151	S85°16'13"W	105.73'
L152	N85°37'48"W	81.29'
L153	N81°16'39"W	97.52'
L154	N18°15'15"W	16.73'
L155	N06°19'01"W	25.48'
L156	N51°44'55"W	8.71
L157	S06°03'14"W	19.53'
L158	S55°46'08"W	42.58'
L159	S60°36'55"W	27.99'
L160	S88°03'47"W	41.61
L161	N88°47'18"W	72.53'
L162	N66°01'23"W	26.85'
L163	S86°06'37"W	24.75'
L164	S87°16'01"W	36.52'
L165	N88°12'03"W	41 11
L166	S69°15'54"W	51.35'
L167	S69°54'03"W	48.71
L168	N74°03'50"W	14.63'
L169	S35°51'03"W	3.84'
L170	S53°59'08"W	40.55'
L171	S70°23'54"W	29.66'
L172	N58°55'23"E	14.60'
L173	N49°05'49"E	10.84'
L174	N24°03'30"E	30.52'
L175	N70°50'12"E	15.51'
L176	N17°15'51"W	51.51
L177	N69°58'10"E	151.27'
L178	N80°09'19"E	38.12'
L179	N58°42'08"E	17 79'
L180	N09°49'59"E	63.46'
L181	N39°12'43"W	10.04'
L182	N26°12'59"W	44.30'
L183	N07°16'02"E	33.54'
L184	N09°43'09"W	30.67'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L185	N13°27'25"E	26.60'
L186	N09°04'48"W	7.57'
L187	N40°59'04"W	22.86'
L188	N39°23'46"W	25.57'
L189	N44°51'41"W	27.51'
L190	N44°50'53"W	38.52'
L191	N37°38'05"W	38.29'
L192	N38°38'09"W	40.43'
L193	N37°32'29"W	30.48'
L194	N46°20'50"W	31.65'
L195	N40°10'58"W	41.69'
L196	N16°19'49"W	15.44
L197	S71°18'31"W	16.45'
L198	N01°23'47"W	31 72'
L199	N07°36'33"W	19.67'
L200	N13°05'08"E	24.51
L201	N15°33'45"E	31.63'
L202	N04°29'15"W	40.48'
L203	N04°53'56"E	39.31
L204	N00°16'30"E	65.85'
L205	N06°17'42"E	83.22'
L206	N05°42'32"W	86.83'
L207	N03°12'42"W	119.41'
L208	N13°34'09"E	44.80'
L209	N03°48'32"W	45.13'
L210	S14°36'04"W	37.47'
L211	S75°04 14"W	8.17'
L212	N02°45'39"W	44.40'
L213	N06°37'32"E	23.38'
L214	N03°21'20"W	87.45'
L215	N02°14'47"E	64.60'
L218	N05°44'36"W	39.43'
L217	N02°38'18"E	58.19'
L216	N02°03'54"W	86.11
L219	N02°25'00"E	43.79'
L220	N70°11'32"E	29.30'
L221	N03°08'22"W	54.49'
L222	N06°52'39"E	32.98'
L223	N01°43'12"W	28.62'
L224	N32°30'31"W	25.53'
L225	N27°22'08"E	30.06'
L226	N07°39'20"E	27 77'
L227	N06°00'35"W	23.93'
L228	N08°02'47"E	13.95'
L229	N88°41'53"E	20.00'

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	10.41'	50.00'	S9°44'46"E	10.39'
C2	77.88'	50.00'	S40°50'29"W	70.25'
C3	16.13'	50.00'	S40°45'33"E	16.06'
C4	39.09'	50.00'	S22°05'21"E	38.10'
C5	46.15'	50.00'	S26°44'56"W	44.53'
C6	6.68'	50.00'	S18°22'00"E	6.68'
C7	41.68'	50.00'	N65°57'42"E	40.48'
C8	68.99'	54.72'	S66°38'01"E	64.51
C9	60.14'	110.17'	S39°27'06"W	59.39'
C10	67.55'	53.34'	S28°10'41"E	63.12'
C11	37.99'	84.74'	S68°13'03"W	37.68'
C12	82.29'	50.00'	N56°14'48"W	58.34'
C13	147.07'	50.00'	N25°20'21"W	99.50'
C14	27.57'	50.00'	N55°18'48"W	27.22'

CONSERVATION EASEMENT

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD WI 53186 | WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

02/07/2020

PEG JOB#1827.00

LEGAL DESCRIPTION:

Being a part of Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497 being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36 Township 5 North Range 21 East, in the City of Franklin, Milwaukee County Wisconsin described as follows:

Beginning at the northwest corner of the Southwest 1/4 of said Section 36 thence North 88°36'13" East along the north line of said Southwest 1/4, 846.02 feet to a point on a curve· thence southeasterly 10.41 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 09°44'46" East, 10.39 feet; thence South 03°47'00' East, 3.49 feet to a point on a curve; thence southwesterly 77.88 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 40°50'29" West, 70.25 feet; thence South 85°27'57" West, 9.65 feet; thence South 79°45'14" West, 10.15 feet; thence South 08°07'07" West, 28.63 feet; thence South 03°02'58" East, 53.44 feet; thence South 06°49'16" West, 46.01 feet; thence South 02°45'37" East, 63.34 feet; thence South 04°24'29" West, 35.06 feet; thence South 27°56'14" West, 21.38 feet; thence South 02°11'36" East, 43.90 feet;

thence South 05°47'59" West, 48.93 feet; thence South 13°16'18' West, 29.55 feet; thence South 00°36'18" East, 33.83 feet; thence South 49°59'54" East, 10.96 feet to a point on a curve; thence southeasterly 16.13 feet along the arc of said curve to the left, whose radius is 50.00 feet and whose chord bears South 40°45'33" East, 16.06 feet; thence South 79°52'22" East, 19.01 feet; thence North 79°55'36" East, 25.16 feet; thence South 89°39'20" East, 49.72 feet; thence South 83°48'11 East, 36.91 feet; thence North 87°29'03" East, 88.49 feet; thence South 00°17'57' East, 78.24 feet;

thence South 10°12'16" East, 24.37 feet; thence South 06°12'51" West, 85.31 feet; thence South 35°08'23" West, 15.05 feet; thence North 81°15'57' West, 28.56 feet; thence North 66°54'53" West, 22.05 feet; thence North 83°54'34" West, 16.20 feet; thence North 27°22'25" West, 25.16 feet; thence North 46°28'55" West, 38.25 feet; thence North 46°43'28" West, 37.50 feet; thence North 88°23'05' West, 27.96 feet;

thence South 73°32'20' West, 22.64 feet; thence South 58°12'58' West, 68.23 feet; thence South 68°47'06" West, 74.02 feet; thence South 77°26'01" West, 52.21 feet; thence South 83°13'27' West, 20.07 feet; thence North 89°59'29' West, 40.28 feet; thence South 73°27'29" West; 41.06 feet; thence South 86°03'57" West, 30.99 feet; thence South 87°31'43" West, 65.17 feet; thence South 85°58'08" West, 87.63 feet;

thence South 82°04'00" West, 25.75 feet; thence North 75°30'01" West, 22.63 feet; thence South 79°22'33" West, 48.77 feet; thence South 82°45'48" West, 24.36 feet; thence South 79°30'43' West, 55.04 feet; thence South 73°41'32' West, 49.26 feet; thence South 72°13'03" West, 39.12 feet; thence South 47°57'32' West, 39.67 feet; thence South 09°03'45" West, 58.03 feet; thence South 02°06'28" East, 53.02 feet;

thence South 05°03'40" East, 78.33 feet; thence South 12°34'45" West, 27 38 feet; thence South 03°19'29" West, 29.83 feet; thence South 25°21'16' East, 18.48 feet; thence South 03°54'23" West, 48.44 feet; thence South 14°18'54" East, 24.09 feet; thence South 06°38'25' East, 25.33 feet; thence South 16°21 15" West, 23.99 feet; thence South 10°03'18' West, 37.66 feet; thence South 03°59'19" East, 84.55 feet;

thence South 04°26'27' West, 37.03 feet; thence North 61°02'57" East. 14.91 feet; thence North 87°39'08" East, 54.15 feet; thence South 79°29'02" East, 33.08 feet; thence North 87°04'52' East, 41 77 feet; thence North 89°05'31 East. 27.83 feet; thence South 79°16'04" East. 33.22 feet; thence North 85°38'27" East, 53.47 feet; thence South 87°34'59' East, 33.79 feet; thence South 59°44'01" East, 11.67 feet;

thence North 85°41'10" East, 38.26 feet; thence North 78°05'45" East, 35.02 feet; thence South 50°20'44 East, 16.49 feet; thence North 82°27'16" East, 67 78 feet; thence North 10°14 46" East, 14.81 feet; thence North 07°43'48' West, 30.93 feet; thence North 01°32'48" East, 31.42 feet; thence North 10°53'06" East, 15.42 feet; thence North 10°25'58' West. 32.54 feet; thence North 00°40'36" East, 44.96 feet;

thence North 04°10'57" East, 32.19 feet: thence North 02°44'11" West, 44.41 feet; thence North 10°24 40" East, 21 73 feet; thence North 08°18'20" West, 50.30 feet; thence North 00°40'34 West, 54.06 feet; thence North 03°12'46" West, 39.90 feet; thence North 03°42'30" East, 41.59 feet; thence North 01°33'47" West, 34.86 feet; thence North 14°52'52' East, 28.47 feet; thence North 20°12'51 West, 30.71 feet;

thence North 13°30'15" East, 28.21 feet; thence North 07°40'46" East, 27 73 feet; thence North 32°03'24 East, 11.48 feet; thence North 84°45'16" East, 61 13 feet; thence North 88°03'52' East, 37.48 feet; thence North 68°22'25' East. 13.49 feet; thence North 81°18'48" East, 39.02 feet; thence North 69°43'01 East, 63.45 feet; thence North 65°22'26" East, 62.08 feet; thence North 57°15'58" East, 37.45 feet;

thence North 78°26'49" East, 29.79 feet; thence South 65°27'57" East, 26.98 feet; thence South 46°09'26' East, 91.64 feet; thence South 77°56'20" East, 20.76 feet; thence South 45°46'20" East, 8.97 feet; thence South 82°56°42" East, 24.94 feet; thence South 62°41'45" East, 20.80 feet; thence South 12°17'15" East, 19.98 feet; thence South 01°48'38" East, 19.34 feet; thence South 02°18'57' East, 68.20 feet;

thence South 07°34'50" East, 36.05 feet; thence South 05°47'04" West, 47.56 feet; thence South 15°48'24" East, 24.06 feet; thence South 19°00'19" West, 20.08 to a point on a curve· thence southeasterly 39.09 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 22°05'21" East, 38.10 feet; thence South 00°18'34 West. 13.34 feet to a point on a curve; thence southwesterly 46.15 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 26°44'56' West, 44.53 feet to a point of compound curve· thence southeasterly 6.68 feet along the arc of compound curve to the right, whose radius is 50.00 feet and whose chord bears South 18°22'00" East. 6.68 feet: thence South 33°00'50' East, 8.45 feet; thence South 02°39'38" West, 55.60 feet; thence South 05°38'10" East, 34.04 feet; thence South 17°16'50" West, 20.29 feet; thence South 30°23'09' East, 22.13 feet;

thence South 17°14'51" West, 27.06 feet; thence South 16°43'13" East, 16.62 feet; thence South 00°33'57" East, 36.06 feet; thence South 10°17'17" East, 37.96 feet; thence South 04°11'14" West, 35.20 feet to the south line of said Parcel 1 of Certified Survey Map No. 5285; thence South 88°35'41" West along said south line 998.85 feet to the west line of said Southwest 1/4 thence North 00°21'57" West along said west line, 1322.10 feet to the Point of Beginning 1

Also

That part of Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497 being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North Range 21 East, in the City of Franklin, Milwaukee County Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 36; thence North 88°36'13" East along the north line of said Southwest 1/4, 1546.26 feet to the Point of Beginning 2·

Thence continuing North 88°36'13" East along said north line 494.35 feet; thence South 11°57'23' East, 4.79 feet; thence South 41°51'23' East, 14.37 feet; thence South 50°25'10" West, 10.02 feet; thence South 19°15'12' West, 56 13 feet; thence South 09°13'05' West, 34.28 feet;

thence South 17°00'51" East, 34.79 feet to a point on a curve· thence northeasterly 41 68 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 65°57'42" East, 40.48 feet to a point of compound curve· thence southeasterly 68.99 feet along the arc of said curve to the right, whose radius is 54.72 feet and whose chord bears South 66°38'01 East, 64.51 feet; thence South 29°10'15"East, 19.01 feet; thence South 22°05'37" East, 28.94 feet; thence South 04°15'18" West, 34.77 feet to a point on a curve· thence southwesterly 60 14 feet along the arc of said curve to the right, whose radius is 110.17 feet and whose chord bears South 39°27'06" West, 59.39 feet; thence South 11°02'17" East, 10.37 feet; thence South 28°33'56' West, 3.75 feet; thence South 35°17'22" East, 19.44 feet; thence South 23°59'51 East, 40.67 feet; thence South 10°43'24" East, 55.95 feet; thence South 14°34'55" West, 36.87 feet;

thence South 15°33'09" West, 30.88 feet; thence South 07°31'52" East, 9.33 feet; thence South 48°05'53" East, 34.94 feet; thence South 22°27'20" East, 14.69 feet to a point on a curve; thence southeasterly 67.55 feet along the arc of said curve to the right, whose radius is 53.34 feet and whose chord bears South 28°10'41 East, 63.12 feet; thence South 37°57'09" East, 48.42 feet; thence North 88°35'37" East, 290.65 feet; thence South 04°56'52' East. 23.28 feet; thence South 00°56'04" East, 49.35 feet; thence South 49°08'02" West, 35.24 feet; thence North 87°32'25" West, 19.83 feet;

thence South 85°16'13" West, 105.73 feet; thence North 85°37'46" West, 81.29 feet; thence North 81°18'39' West, 97.52 feet; thence North 18°15'51" West, 18.73 feet; thence North 06°19'01 West, 25.48 feet; thence North 51°44'55" West, 8.71 feet; thence South 06°03'14 West, 19.53 feet; thence South 55°46'08" West, 42.56 feet; thence South 60°38'55" West, 27.99 feet to a point on a curve· thence southwesterly 37.99 feet along the arc of said curve to the right, whose radius is 84.74 feet and whose chord bears South 68°13'03" West, 37.68 feet; thence South 88°03'47" West, 41.61 feet to a point on a curve·

thence northwesterly 62.29 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 56°14 48" West, 58.34 feet: thence North 88°47'18" West, 72.53 feet; thence North 86°01'23" West. 26.85 feet; thence South 86°06'37' West, 24.75 feet; thence South 87°16'01" West, 36.52 feet; thence North 88°12'03" West, 41 11 feet; thence South 89°15'54" West, 51.35 feet; thence South 89°54'03' West. 48.71 feet: thence North 74°03'50" West, 14.63 feet; thence South 35°51'03' West, 3.84 feet; thence South 53°59'08" West, 40.55 feet;

thence South 70°23'54 West, 29.66 feet to a point on a curve thence northwesterly 147.07 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 25°20'21 West, 99.50 feet; thence North 58°55'23" East, 14.60 feet; thence North 49°05'49" East, 10.84 feet; thance North 24°03'30" East, 30.52 feet; thence North 70°50'12" East, 15.51 feet; thence North 17°15'51" West, 51.51 feet; thence North 89°58'10' East, 151.27 feet; thence North 80°09'19" East, 38.12 feet: thence North 58°42'08" East, 17 79 feet; thence North 09°49'59" East, 63.46 feet;

thence North 39°12'43 West, 10.04 feet; thence North 26°12'59' West, 44.30 feet; thence North 07°16'02" East, 33.54 feet; thence North 09°43'09" West, 30.67 feet; thence North 13°27'25' East, 26.60 feet: thence North 09°04'48' West, 7.57 feet; thence North 40°59'04" West, 22.86 feet; thence North 39°23'46" West, 25.57· thence North 44°51 41 West, 27.51 thence North 44°50'53" West, 38.52 feet;

thence North 37°38'05' West, 38.29 feet; thence North 38°38'09" West, 40.43 feet; thence North 37°32'29" West, 30.48 feet; thence North 48°20'50' West, 31.65 feet; thence North 40°10'58" West, 41.69 feet; thence North 16°19'49' Wast, 15.44 feet to a point on a curve; thence northwesterly 27.57 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 55°16'48" East, 27.22 feet; thence South 71°18'31" West, 16.45 feet; thence North 01°23'47" West, 31 72 feet to the Point of Beginning 2.

Also

That part of Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497 being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North Range 21 East, in the City of Franklin Milwaukee County Wisconsin described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 36; thence South 00°21'57" East along the west line of said Southwest 1/4, 1322.10 feet to the south line of said Parcel 1 thence North 88°35'41" East along said south line 2580.21 feet to the Point of Beginning 3;

Thence North 07°36'33" West, 19.67 feet; thence North 13°05'08" East, 24.51 feet; thence North 15°33'45" East, 31.83 feet; thence North 04°29'15" West, 40.48 feet; thence North 04°53'56" East. 39.31 feet; thence North 00°16'30" East, 65.65 feet; thence North 06°17'42" East, 83.22 feet; thence North 05°42'32" West, 86.83 feet; thence North 03°12'42" West, 119.41 feet; thence North 13°34'09" East, 44.80 feet; thence North 03°48'32" West, 45.13 feet; thence South 14°36'04" West, 37.47 feet;

thence South 75°04'14" West, 8.17 feet; thence North 02°45'39' West, 44.40 feet; thence North 08°37'32' East, 23.36 feet; thence North 03°21'20" West, 87.45 feet; thence North 02°14'47" East, 64.60 feet; thence North 05°44'36" West, 39.43 feet; thence North 02°38'18' East, 58.19 feet; thence North 02°03'54" West, 86.11 feet; thence North 02°25'00" East, 43.79 feet; thence North 70°11'32" East, 29.30 feet;

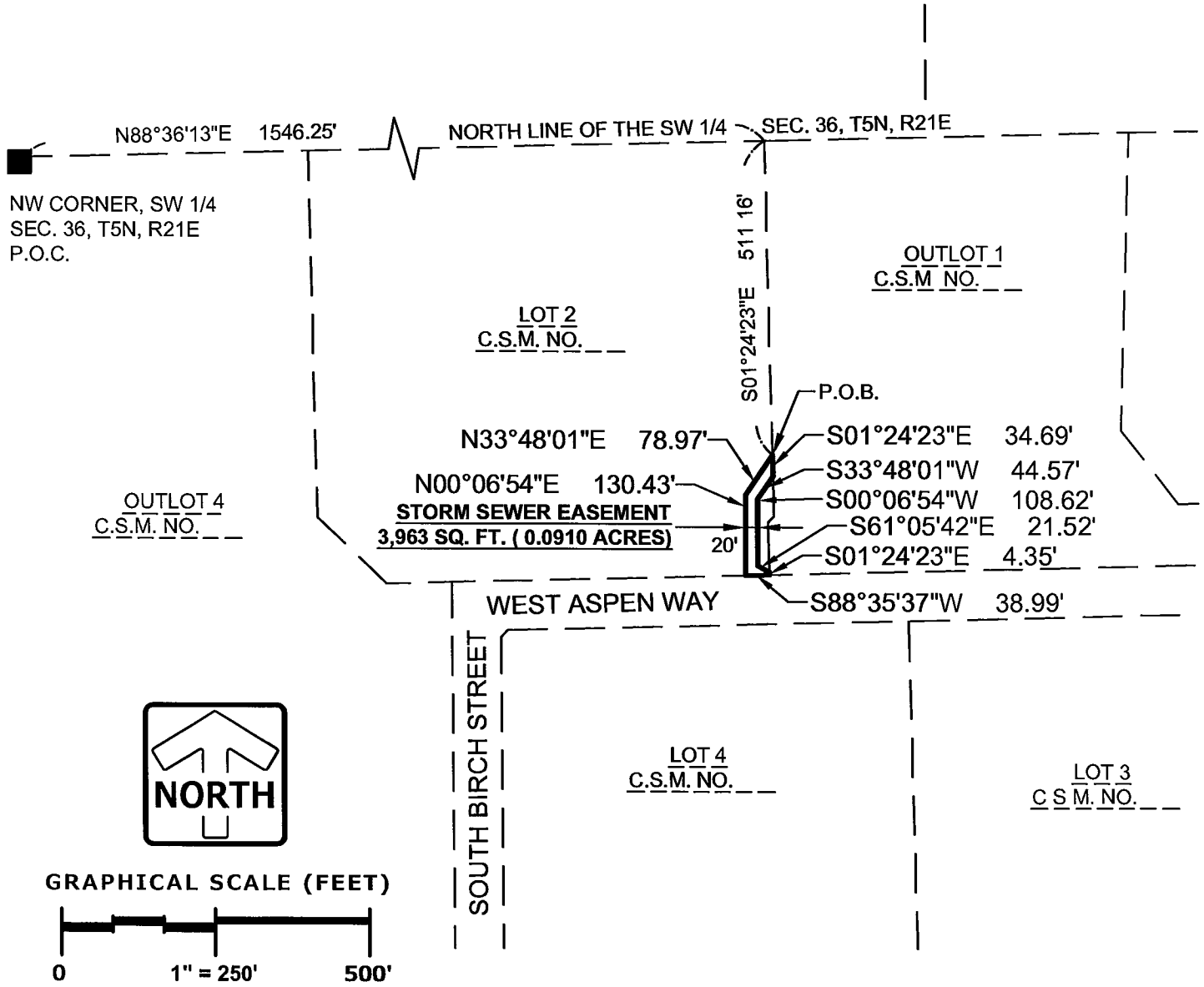
thence North 03°08'22" West, 54.49 feet; thence North 06°52'39" East, 32.98 feet; thence North 01°43'12' West, 28.82 feet; thence North 32°30'31 West, 25.53 feet; thence North 27°22'08" East, 30.06 feet; thence North 07°39'20" East, 27 77 feet; thence North 06°00'35" West, 23.93 feet; thence North 08°02'47" East, 13.95 feet; thence North 88°41'53" East, 20.00 feet to the east line of said Southwest 1/4, thence South 00°21'34" East along said east line 1242.68 feet to the southeast corner of said Parcel 1 thence South 88°35'41" West along the aforesaid south line of Parcel 1 50.93 feet to the Point of Beginning 3.

LEGAL DESCRIPTION:

Being a part of Lot 2 of Certified Survey Map No. _____, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 36;
Thence North 88°36'13" East along the north line of said Certified Survey Map No. _____, said line also being the north line of said Southwest 1/4, 1546.25 feet to the northeast corner of said Lot 2; thence South 01°24"23" East along the east line of said Lot 2 , 511.16 feet to the Point of Beginning;

Thence continuing South 01°24'23" East along said east line, 34.69 feet; thence South 33°48'01" West, 44.57 feet; thence South 00°06'54" West, 108.62 feet; thence South 61°05'42" East, 21.52 feet to the aforesaid east line of Lot 2; thence South 01°24'23" East, 4.35 feet to the south line of said Lot 2; thence South 88°35'37" West along said south line, 38.99 feet; thence North 00°06'54" East, 130.43 feet; thence North 33°48'01" East, 78.97 feet to the Point of Beginning.



EXHIBIT

02/03/2020

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 WWW.PINNACLE-ENGR.COM PEG JOB#1827.00

APPROVAL slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/03/20
REPORTS & RECOMMENDATIONS	**A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A ONE-FAMILY RESIDENTIAL DWELLING USE UPON PROPERTY LOCATED AT 9323 WEST PUETZ ROAD** **(KEVIN M. SPIEGL AND SONDRA J. SPIEGL, APPLICANTS)**	ITEM NUMBER G.6.

At the February 20, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of this Special Use Resolution.

The Plan Commission recommended to delete the following condition:

- Pursuant to the Unified Development Ordinance §15-5.0207., the applicant shall add a note to the site plan indicating that existing pavement shall be removed as necessary to maintain a minimum distance of 6 feet measured from the edge of driveway to the eastern property line, for Department of City Development review, prior to issuance of building permits.

The Plan Commission recommended to add the following condition:

- Pursuant to the Unified Development Ordinance §15-10.0302., whereas this proposal requires zoning approval, this Special Use bypasses the Architectural Review Board. The architectural elevations date-stamped February 10, 2020, are hereby approved by the Plan Commission.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2020-_____, imposing conditions and restrictions for the approval of a Special Use for a one-family residential dwelling use upon property located at 9323 West Puetz (Kevin M. Spiegl and Sondra J. Spiegl, applicants).

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

[Draft 2-25-20]

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A ONE-FAMILY RESIDENTIAL DWELLING USE UPON PROPERTY LOCATED AT 9323 WEST PUETZ ROAD (KEVIN M. SPIEGL AND SONDRA J. SPIEGL, APPLICANTS)

WHEREAS, Kevin M. Spiegl and Sondra J. Spiegl having petitioned the City of Franklin for the approval of a Special Use in an R-8 Multiple-Family Residence District [the application is for the purpose of constructing substantial improvements to an existing One-family dwelling, which dwelling on the property was constructed and existed before the adoption of the Unified Development Ordinance; pursuant to Unified Development Ordinance Table 15-3.0602 "Permitted and Special Uses in the Residential Zoning Districts", a Special Use is required for One-family dwellings in the R-8 Multiple-Family Residence District], to allow for a One-family residential dwelling use upon property zoned R-8 Multiple-Family Residence District, located at 9323 West Puetz Road, bearing Tax Key No. 847-9980-000, more particularly described as follows:

> THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT IN THE NORTH LINE OF SAID NORTHWEST 1/4 SECTION 20, SAID POINT BEING 396 FEET WEST OF THE NORTHEAST CORNER OF SAID 1/4 SECTION, THENCE WEST ALONG SAID NORTH LINE, 190.61 FEET TO A POINT, THENCE SOUTH 1 DEGREE 16′ WEST AND PARALLEL TO THE EAST LINE OF THE 1/4 SECTION, 528.88 FEET TO A POINT, THENCE SOUTH 36 DEGREES 36′ EAST ON A LINE PARALLEL TO AND 500 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF STH #100, 163.49 FEET TO A POINT, THENCE EAST AND PARALLEL TO THE NORTH LINE OF THE 1/4 SECTION, 90.23 FEET TO A POINT; THENCE NORTH 1 DEGREE 16′ EAST AND PARALLEL TO THE EAST LINE OF THE 1/4 SECTION, 660.16 FEET TO THE PLACE OF BEGINNING, RESERVING THEREFROM THE NORTH 60 FEET FOR HIGHWAY; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 20th day of February, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain

conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Kevin M. Spiegl and Sondra J. Spiegl, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Kevin M. Spiegl and Sondra J. Spiegl, successors and assigns, as a One-family residential dwelling use, which shall be developed in substantial compliance with, and operated and maintained by Kevin M. Spiegl and Sondra J. Spiegl, pursuant to those plans City file-stamped February 10, 2020 and annexed hereto and incorporated herein as Exhibit A.

2. Kevin M. Spiegl and Sondra J. Spiegl, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Kevin M. Spiegl and Sondra J. Spiegl One-family residential dwelling, 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.

3. The approval granted hereunder is conditional upon Kevin M. Spiegl and Sondra J. Spiegl, and the One-family residential dwelling use, for the property located at 9323 West Puetz 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.

4. Pursuant to the Unified Development Ordinance §15-10.0302., whereas this proposal requires zoning approval, this Special Use bypasses the Architectural Review Board. The architectural elevations date-stamped February 10, 2020, are hereby approved by the Plan Commission.

BE IT FURTHER RESOLVED, that in the event Kevin M. Spiegl and Sondra J. Spiegl, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than $2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 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 February 6, 2020

Special Use

RECOMMENDATION: Department of City Development staff recommends approval of the subject Special Use

Project Name:	Spiegl Special Use
General Project Location:	9323 West Puetz Road
Property Owner:	Kevin M. Spiegl and Sondra J. Spiegl
Applicant:	Kevin M Spiegl and Sondra J Spiegl
Agent:	**Matt Trenkle**
Current Zoning:	**R-8 / FW**
2025 Comprehensive Plan:	Residential - Multifamily
Use of Surrounding Properties:	Single-family residential (R-8) to the south, east and west, and vacant lots zoned as Planned Development Districts 31 and 36, and Floodway FW.
Applicant's Action Requested:	Approval of Special Use to allow for additions to an existing single family dwelling.

INTRODUCTION:

On December 23, 2019, the applicant submitted applications for Special Use and Site Plan to allow for improvements to an existing dwelling, including: interior remodeling, an addition to the second floor and an attached garage. The Site Plan application is not included in this staff report because single-family dwellings are exempt from a Site Plan application per Unified Development Ordinance (UDO) Section 15-7.0101

The existing single family dwelling was built in 1947, for which a Special Use approval was not required at that time Per current UDO Table 15-3.0602. "Permitted and Special Uses in the Residential Zoning Districts", a Special Use is required for One-family dwellings in the R-8 "Multiple-Family Residence District".

PROJECT DESCRIPTION AND ANALYSIS:

According to the project summary, this proposal is composed of three parts· first floor interior remodeling, second floor addition and first floor two car garage addition The first floor garage addition would be attached to the existing dwelling and within the footprint of the existing pavement

Consistency with the Comprehensive Master Plan

The future land use designation of the subject property is Residential – Multifamily, therefore this Special Use request for single family residential is not consistent with the future land use

map of the Comprehensive Master Plan However, per Wisconsin Statutes §66.1001(2m)(b) a conditional use permit does not need to be consistent with the comprehensive plan. A conditional use permit, as defined in the Wisconsin Statutes §62.23(7)(de) , means also a Special Use

Compatibility with adjacent land uses

To the south, east and west, the existing land use is residential single family, this proposal would be compatible with the adjacent properties because is the same land use. To the north, the subject property is facing Puetz Rd, and the properties across the road are vacant lots zoned as Planned Development Districts 31, 36 and Floodway FW. This special request is compatible with adjacent land uses.

It is noted that a portion of the property located along the northern property line is designated as Floodway (FW), this area is currently vacant and the applicant is not proposing any structures therein.

Compliance with the Unified Development Ordinance

The existing building footprint is approximately 1,974 sf and the proposed footprint including additions would be 650 sf, the resulting lot coverage would be approximately 0.02 while the maximum is 0.35. Additionally, the proposed additions comply with the building setback requirements of the R-8 district.

However, the southern portion of the existing driveway does not comply with UDO §15-5 0207 , the minimum distance between a driveway and a lot line shall be 6 feet, and such driveway is approximately 5ft 8in from the eastern property line. *The attached draft resolution contains a condition of approval addressing this concern.*

Inspection Services Department comments

"The applicant shall address structural issues requiring attention on the levels below the addition as a result of newly imposed 2nd floor loads".

STAFF RECOMMENDATION:

The Department of City Development staff recommends approval of this Special Use request, subject to the conditions in the draft resolution

Recommended Motions

Motions to recommend approval of this Special Use application.

Upon approval of this Special Use request, the applicant would need to obtain approval of the Architectural Review Board unless the Plan Commission conditions of approval direct otherwise. Staff is suggesting to add the following condition, subject to Plan Commission approval:

- Pursuant to the Unified Development Ordinance §15-10 0302., whereas this proposal requires zoning approval, further approval by the Architectural Review Board shall not be required

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

[Draft 2-10-20]

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A ONE-FAMILY RESIDENTIAL DWELLING USE UPON PROPERTY LOCATED AT 9323 WEST PUETZ ROAD (KEVIN M. SPIEGL AND SONDRA J. SPIEGL, APPLICANTS)

WHEREAS, Kevin M. Spiegl and Sondra J. Spiegl having petitioned the City of Franklin for the approval of a Special Use in an R-8 Multiple-Family Residence District [the application is for the purpose of constructing substantial improvements to an existing One-family dwelling, which dwelling on the property was constructed and existed before the adoption of the Unified Development Ordinance; pursuant to Unified Development Ordinance Table 15-3.0602 "Permitted and Special Uses in the Residential Zoning Districts", a Special Use is required for One-family dwellings in the R-8 Multiple-Family Residence District], to allow for a One-family residential dwelling use upon property zoned R-8 Multiple-Family Residence District, located at 9323 West Puetz Road, bearing Tax Key No. 847-9980-000, more particularly described as follows:

> THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT IN THE NORTH LINE OF SAID NORTHWEST 1/4 SECTION 20, SAID POINT BEING 396 FEET WEST OF THE NORTHEAST CORNER OF SAID 1/4 SECTION, THENCE WEST ALONG SAID NORTH LINE, 190.61 FEET TO A POINT, THENCE SOUTH 1 DEGREE 16′ WEST AND PARALLEL TO THE EAST LINE OF THE 1/4 SECTION, 528.88 FEET TO A POINT, THENCE SOUTH 36 DEGREES 36′ EAST ON A LINE PARALLEL TO AND 500 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF STH #100, 163.49 FEET TO A POINT, THENCE EAST AND PARALLEL TO THE NORTH LINE OF THE 1/4 SECTION, 90.23 FEET TO A POINT; THENCE NORTH 1 DEGREE 16′ EAST AND PARALLEL TO THE EAST LINE OF THE 1/4 SECTION, 660.16 FEET TO THE PLACE OF BEGINNING, RESERVING THEREFROM THE NORTH 60 FEET FOR HIGHWAY; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 20th day of February, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain

conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Kevin M. Spiegl and Sondra J. Spiegl, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Kevin M. Spiegl and Sondra J. Spiegl, successors and assigns, as a One-family residential dwelling use, which shall be developed in substantial compliance with, and operated and maintained by Kevin M. Spiegl and Sondra J. Spiegl, pursuant to those plans City file-stamped February 10, 2020 and annexed hereto and incorporated herein as Exhibit A.

2. Kevin M. Spiegl and Sondra J. Spiegl, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Kevin M. Spiegl and Sondra J. Spiegl One-family residential dwelling, 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.

3. The approval granted hereunder is conditional upon Kevin M. Spiegl and Sondra J. Spiegl, and the One-family residential dwelling use, for the property located at 9323 West Puetz 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.

4. Pursuant to the Unified Development Ordinance §15-5.0207., the applicant shall add a note to the site plan indicating that existing pavement shall be removed as necessary to maintain a minimum distance of 6 feet measured from the edge of driveway to the eastern property line, for Department of City Development review, prior to issuance of building permits.

BE IT FURTHER RESOLVED, that in the event Kevin M. Spiegl and Sondra J. Spiegl, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than $2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 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· January 21, 2020

To Kevin and Sondra Spiegl

From Department of City Development

RE. Application for Special Use - 9323 W Puetz Road

Staff comments are as follows for Special Use application submitted on December 23, 2019, to allow for improvements to an existing single-family dwelling, including: interior remodeling, an addition to the second floor, an attached garage and ancillary work.

City Development Department comments

1. Sheet C-1.0 depicts an 8-foot building side yard setback. Per Unified Development Ordinance (UDO) Table 15-3 0209A, the minimum building side yard setback is 5 feet, please revise accordingly

2 Per Unified Development Ordinance (UDO) Table 15-3.0209A, please add lot coverage calculations.

   - Lot coverage: The area of a zoning lot occupied by the principal building or buildings, accessory structure(s) and accessory building(s).

3 Pursuant to UDO Section 15-5 0207, driveways shall be located at least 6 feet from lot lines. Please add dimension measured from the edge of the driveway to lot lines.

4. According to the submitted Natural Resource Investigation, Box Elder (Acer negundo) trees are present within the study area. Please be aware that pursuant to Municipal Code Section 240-8, *every female tree of the species Acer negundo, commonly called the "seed-bearing Box Elder," which is now or may hereafter become infested with Leptocoris trivittatus, commonly known as the "Box Elder" bug, or any other tree or shrub whose seeds, fruits or flowers shall fall in such manner as to interfere with the storm drainage system is hereby declared to be a public nuisance, and any person having any such tree on his or her premises shall cause the same to be destroyed*

5. It is noted that single-family dwellings are exempt from a Site Plan application per UDO Section 15-7.0101.

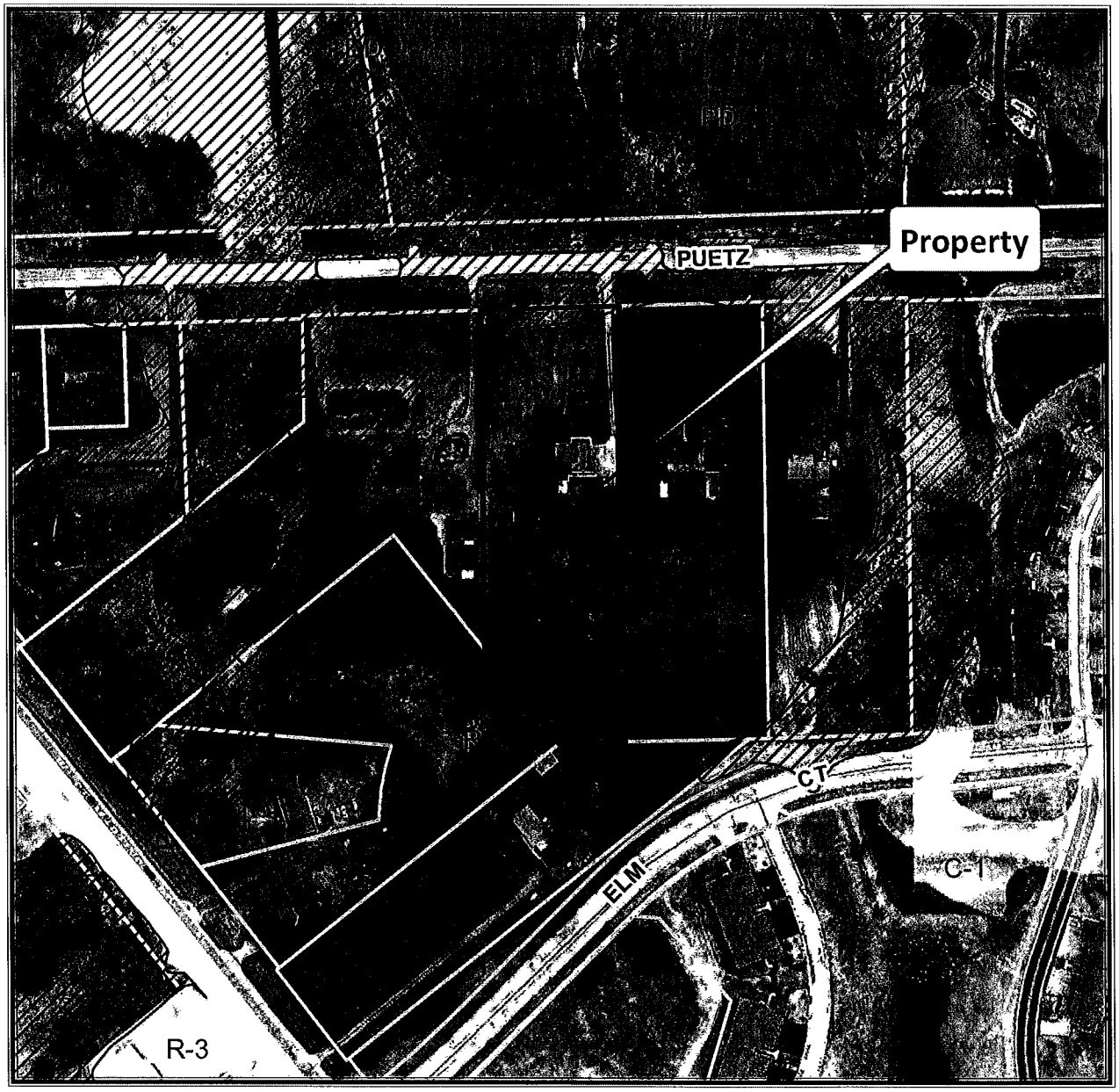
Engineering Department comments

6 Submit a plat of survey showing the following for review and recommendation

   - Proposed addition showing the dimension from the adjoining property line
   - Proposed grading (show existing elevation and the proposed garage floor elevation)
   - Proposed erosion control/Limit of land disturbance

City of Franklin

9323 W. Puetz Road
TKN: 847 9980 000



Planning Department
(414) 425-4024

0 130 260 520 Feet

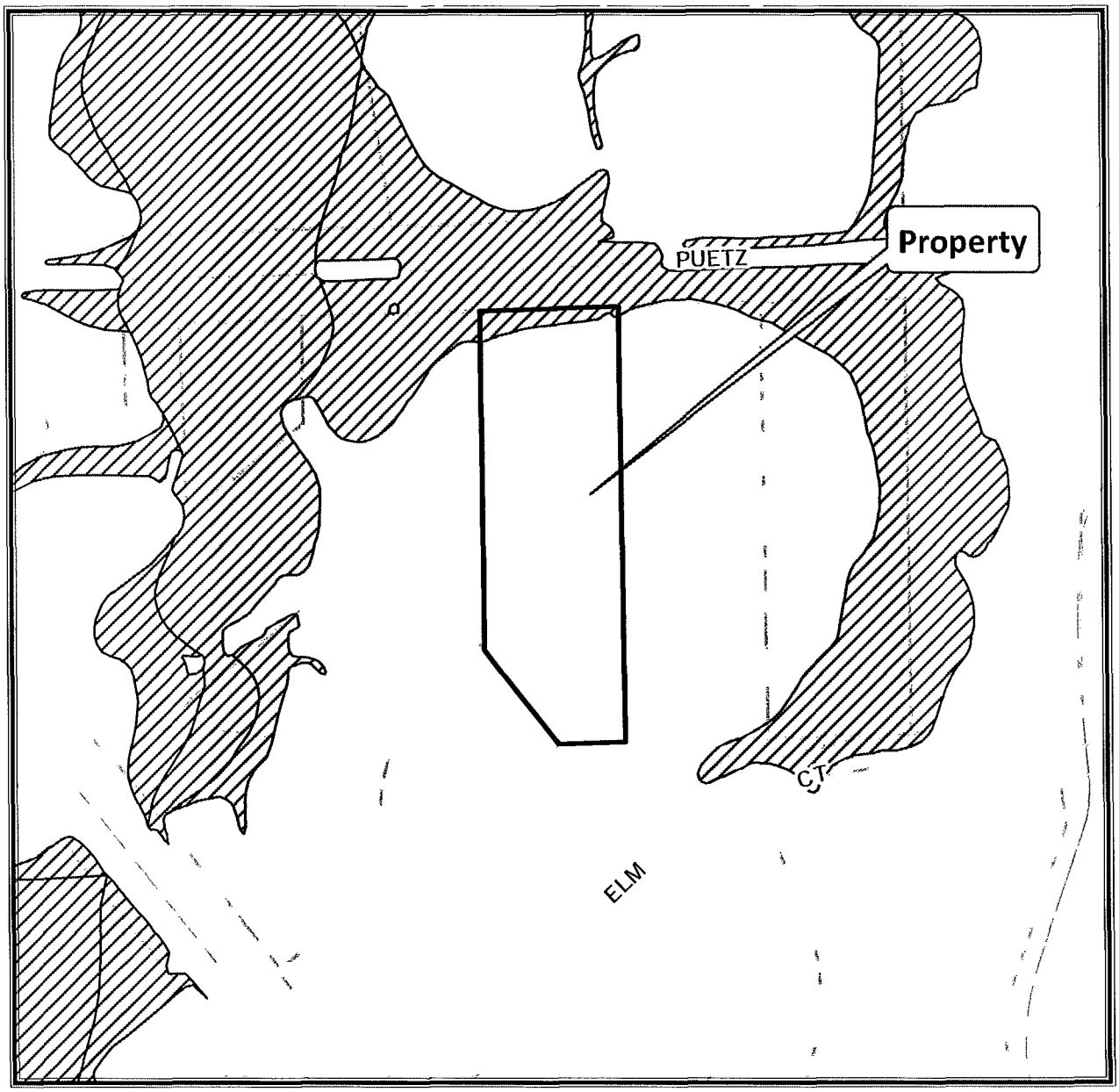
NORTH

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.

City of Franklin

9323 W. Puetz Road
TKN: 847 9980 000



Planning Department
(414) 425-4024

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NORTH

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

Trenkle Architecture & Construction, LLC
500 W Silver Spring Dr Ste K200, Milwaukee WI 53217
414-446-3350
Matt @ TrenkleArchitecture com

Cover Letter

For the Project located at 9323 W Puetz Rd, In Franklin
As Part of Special Use Application Issuance to Plan Commission
Issued February 7th, 2020

To Whom It May Concern

Please find completed Special Use Permit application materials attached and as follows:

1 *Response to Staff Comments*
2. Special Use Application
3. Legal Description of the Subject Property
4 Response to the General / Special Standards
5 Project Summary
6. Revised Design / Construction Drawings
7 Revised Site Survey
8 Letter & Associated Documents from Wetland Delineator

This package contains seven copies of each of the above, formatted to City of Franklin requirements

From the Owner.
"Kevin and I and our entire family are very excited to be making these improvements on our home in Franklin We moved to Franklin 12 years ago, we have enjoyed being here and have made this old house a home to raise our family in, just like the original owner of the house had done when he built the home for his family I didn't care how much work there was to do inside because I knew the property was what we wanted and the rest we could work on as time went on (which we have done, the kids have many memories of being a part of this for sure) Our four children, my husband Kevin, myself and our dog have so much enjoyed the large yard to play, and practice all kinds of sports, garden, and for summer parties Kaitlyn(senior) and Isaac(sophomore) attend FHS and are involved with many sports and clubs at the school and have great friends And our younger 2 boys attend St Paul's Lutheran School and will soon attend FHS as well We all have become quite attached to this home(even though there are some things that will never change about it) As the 3 boys have outgrown their bedroom(which they share) we've had to decide whether to move or make a change in our home After looking searching the market, we realized we could not find the right home in Franklin, except for right where we are We wanted to make some long-term improvements which the house could really use, as well as give us many years to enjoy it with our family as we grow, with more space(indoors)for celebrations and even into future years with the possibility of being grandparents one day We hope to spend many more years enjoying this property and home with our kids, and this addition/remodel is how we can make that happen

Gratefully,
Sondra Spiegl"

Trenkle Architecture & Construction, LLC
500 W Silver Spring Dr Ste K200, Milwaukee WI 53217
414-446-3350
Matt @ TrenkleArchitecture.com

Response to Staff Comments

For the Project located at 9323 W Puetz Rd, In Franklin
As Part of Special Use Application Revised Issuance
Issued December February 7th, 2020

To Whom It May Concern

City of Franklin Department of City Development digitally issued a memorandum requesting several revisions to our, the above mentioned, issuance. We have complied with these requests and requirements with revised graphics, notations, dimensions and text within the drawings and enumerated as follows.

1 Sheet T1.0 – Title Sheet / Arch Site Plan
   a. Side setback line was revised to 5′
   b. Open Space Ratio / Percentage coverage of lot area calculation was added
   c. The proposed garage addition widened on site by a total of 9′
2 Sheet C1.0 – Site / Roof Plan
   a. Side setback line was revised to 5′
   b. Dimension for the sideyard setback line was revised
   c. Dimensions measuring the edge of the existing driveway distance from the property line were added.
   d. A note requiring contractors to remove Box Elder Trees from the site was added
   e. The proposed garage addition widened on site by a total of 9′, 4.5′ to the north and 4 5′ to the south
3. Plat of Survey by Continental Surveying
   a Proposed addition is now shown on the plan and dimensioned
   b Existing grade elevation(s) and proposed garage elevation were added
   c Proposed limit of land disturbance line added
4 Sheets A2 0 through A3 0 were revised to show the now wider proposed garage

Sincerely,

Matt Trenkle, R.A
Principal, Trenkle Architecture

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

City of Franklin

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

Date of Application: _____

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

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

Applicant (Full Legal Name[s])
Name: Kevin & Sandra Spiegl
Company: N/A
Mailing Address: 9323 W. Puetz Rd.
City / State: Franklin, WI Zip: 53132
Phone: 803-977-1840
Email Address: Kevsans@yahoo.com

Applicant is Represented by: (contact person)(Full Legal Name[s])
Name: Matt Trenkle
Company: Trenkle Architecture
Mailing Address: 500 W. Silver Spring Ste. K200
City / State: Glendale WI Zip: 53217
Phone: 414 446 3350
Email Address: Matt@TrenkleArchitecture.com

Project Property Information:
Property Address: 9323 W. Puetz Rd
Property Owner(s): Kevin & Sandra Spiegl
Mailing Address: Same
City / State: _____ Zip _____
Email Address: Kevsans@yahoo.com

Tax Key Nos: 8479980000
Existing Zoning: R8
Existing Use: Single Family Residential
Proposed Use: Same / No change
Future Land Use Identification: _____

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

Special Use/Special Use Amendment submittals for review must include and be accompanied by the following:

- [x] This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted.
- [x] Application Filing Fee, payable to City of Franklin:
  - [ ] $1000 Special Use Amendment
  - [ ] $1500, New Special Use over 4,000 square feet
  - [x] $750, New Special Use under 4,000 square feet
- [x] Legal Description for the subject property (WORD.doc or compatible format).
- [x] One copy of a response to the General Standards, Special Standards (if applicable), and Considerations found in Section 15-3 0701(A), (B), and (C) of the Unified Development Ordinance available at www.franklinwi.gov
- [ ] Seven (7) complete collated sets of Application materials to include:
  - [x] One (1) original and six (6) copies of a written Project Summary, *including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available)*
  - [x] Three (3) folded full size, drawn to scale copies (at least 24" x 36") of the Site Plan/Site Plan Amendment package. *(The submittal should include only those plans/items as set forth in Section 17-7.0101, 15-7.0301 and 15-5.0402 of the Unified Development Ordinance that are impacted by the development. (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc.)*
  - [x] Four (4) folded reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package.
- [ ] One colored copy (11"x17") of the building elevations, if applicable.
- [ ] Three copies of the Natural Resource Protection Plan and report, if applicable (see Section 15-4.0102 & 15-7 0201 of the UDO)
- [ ] Email (or CD ROM) with all plans/submittal materials *Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

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
Kevin Spiegl
Name & Title (PRINT)
Date 12-20-19

Signature - Applicant
Kevin Spiegl
Name & Title (PRINT)
Date 12-20-19

Signature - Property Owner
Sandra Spiegl
Name & Title (PRINT)
Date 12-20-19

Signature - Applicant's Representative
MATT TRENKLE, ARCHITECT
Name & Title (PRINT)
Date 12/20/19

Trenkle Architecture & Construction, LLC
500 W Silver Spring Dr. Ste K200, Milwaukee WI 53217
414-446-3350
Matt @ TrenkleArchitecture com

Legal Description

For the Project located at 9323 W Puetz Rd, In Franklin
Issued November 21, 2019

To Whom It May Concern.

As part of the Special Use Application for the above-mentioned project, please see full legal description below.

THAT PART OF THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT COMMENCING AT A POINT IN THE NORTH LINE OF SAID NORTHWEST ¼ SECTION 20, SAID POINT BEING 396 FEET WEST OF THE NORTHEAST CORNER OF SAID ¼ SECTION, THENCE WEST ALONG SAID NORTH LINE, 190 61 FEET TO A POINT, THENCE SOUTH 1 DEGREE 16' WEST AND PARALLEL TO THE EAST LINE OF THE ¼ SECTION, 528 88 FEET TO A POINT, THENCE SOUTH 36 DEGREES 36' EAST ON A LINE PARALLEL TO AND 500 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF S T H #100, 163 49 FEET TO A POINT, THENCE EAST AND PARALLEL TO THE NORTH LINE OF THE ¼ SECTION, 90.23 FEET TO A POINT; THENCE NORTH 1 DEGREE 16' EAST AND PARALLEL TO THE EAST LINE OF THE ¼ SECTION, 660 16 FEET TO THE PLACE OF BEGINNING, RESERVING THEREFROM THE NORTH 60 FEET FOR HIGHWAY

Sincerely,

Matt Trenkle, R.A.
Principal, Trenkle Architecture

Trenkle Architecture & Construction, LLC
500 W Silver Spring Dr. Ste K200, Milwaukee WI 53217
414-446-3350
Matt @ TrenkleArchitecture com

Response to the General Standards

For the Project located at 9323 W Puetz Rd, In Franklin
As Part of Special Use Application
Issued December 13th, 2019

To Whom It May Concern·

As part of the Special Use Application for the above-mentioned project, please see full response to the Division 15-3.0700 Section 15-3 0701 Special Use Standards and Regulations, General Standards for Special Uses.

A1 As a minor residential addition, the proposed project will be in harmony with all of Franklin's rules and regulations.

A2 Absolutely no undue adverse impacts will be affected by the proposed project. There are no infringements onto neighboring sight-lines, property lines, existing wetlands, woodlands or any other natural resource. There will be no additional odors, sounds, sights (other than the small proposed 2nd and first floor addition which will be quite pleasing to the eye) or any other deleterious effects on neighbors or neighboring properties. The density and use of the site is optimal for the community as a whole.

A3. The proposed project is very modest in size and scope and will blend in well and be very comparable and compatible with adjacent development.

A4 The proposed project is exempt from the provision of public facilities as a modest single-family residence

A5 Since there is no change in ownership, use or number of occupants, there will be no change whatsoever to existing traffic patterns or levels with this project

A6. The only destruction the project proposes is destruction of a portion of an existing non-historically designated single-family residence and an area of existing asphalt paving to make room for the proposed 1st level garage addition along with ancillary demolition work as shown on the plans

A7. The proposed project and special use along with the Owners and their family will absolutely conform to all applicable regulations of the respective district along with any modifications as the City of Franklin chooses to impose We anticipate absolutely no conflicts between the proposed work / project and any of City of Franklin's special rules and regulations that pertain

B Section 15-3.0702 does not appear to be applicable since the subject property is in an R8 zoning district Nonetheless, the project appears to be in compliance with open space

Trenkle Architecture & Construction, LLC
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regulations, setbacks, easements, and other regulations and encumbrances.

C. 1 Public Benefit The proposed project provides a service that is necessary and desirable for not only the family owning and residing in the single-family residence in question. The residing, growing family is an important part of the community, therefore the benefit to the owner is also a net benefit to the overall neighborhood and community. The property as a single-family residence on a large lot, preserves a lot of natural open area for the City, which we can all agree is beneficial. To the north, along Puetz Rd is a low-lying area and to the south is a wooded area Both would be adversely affected by a larger development In addition, the property is surrounded by other single family homes and subdivisions with older homes also on large lots directly to the east and west. This project represents the highest and best use for the property from an idealistic and practical standpoint.

C.2 Alternative Locations The current owner-occupant of the home, a loving family of 6 – Kevin and Sondra Spiegl with their 4 children and family pet have resided and lived in the home for 12 years. They have experienced many strong family events here and have many wonderful family memories. Housing at good prices is scarce and expensive, as are lots and construction There is no other alternate location that would make these good citizens of Franklin happier. Home is where the heart is, and their hearts are in 9323 W. Puetz Rd, where they intend to stay.

C.3. Mitigation of Adverse Impacts The project has been designed to minimize impact on the site and neighboring sites. First, the new living space addition is on the second floor of the house and over existing foundation as a replacement of the existing half story space. In this way, there is no change to impervious surfaces or drainage Also, since the addition is set in the back of the house, well-designed, and simply replaces an existing living area, there is no adverse impact on neighboring sight-lines. Secondly, the first-floor garage is placed over where an existing asphalt paving area is. In that way and again, there is no change to impervious surface and drainage patterns have only improved No trees will be cut and no wetlands disturbed for the project.

C.4 Establishment of Precedent of Incompatible Uses in the Surrounding Area With no change in occupancy or use, and no significant change in size or scope, and with the current use perfectly compatible to the surrounding area, the only precedent that would be established should this request be approved, would be to allow improvements and small additions to existing single family residences that also meet all the requirements in the ordinances, rules and regulations as part of this application and beyond in the R8 district

Sincerely,

Matt Trenkle, R A
Principal, Trenkle Architecture

Trenkle Architecture & Construction, LLC
500 W Silver Spring Dr. Ste K200, Milwaukee WI 53217
414-446-3350
Matt @ TrenkleArchitecture.com

Project Summary

For the Project located at 9323 W Puetz Rd, In Franklin
As Part of Special Use Application
Issued December 13th, 2019

To Whom It May Concern

This Project is composed of three parts first floor interior remodeling, second floor addition and first floor two car garage addition The First-floor interior remodeling comprises approximately 400 square feet and involves turning an existing garage space into living space and renovating an existing laundry / mud room The second-floor addition involves removing all existing walls and roof of the current half story space and building within the same footprint with a full second story addition The first-floor garage addition involves removing existing asphalt paving and building a new one story attached to and in line with the existing east wall of the house The new garage would be within the footprint of the existing pavement Ancillary work includes the following

1 Minor regrading of the immediately adjacent property, as required, to ensure proper drainage around the house,
2 Installation of a new French drain along the back and sides of the house which will collect any water that does flow too close to the house and also to collect downspout drainage and discharge to adjacent daylight, without adversely impacting adjacent property
3 New pervious pavers at the stoops for the two rear new exterior doors
4 New concrete apron for the new garage, within the footprint of the existing asphalt paving
5 Re-location of existing overhead electric to avoid interference with the new work

Construction is conventional wood framing over existing concrete block foundation or in the case of the new garage, over new cast in place concrete frost walls The roof is composed of composite shingles, pre-engineered trusses and R49 blown in insulation The walls are LP 'smartside' lap siding over an insulated sheathing board over 2x6 studs with R23 batt insulation Windows are vinyl insulated and exterior doors are prefinished metal

Project overall cost is expected to be $100,000, with 95% of the cost allocated to the building and the rest for minor site modifications as described above The after-improvement value of the property is expected to increase by the same amount or more as the cost of the work

We pray for an easy approval of this Application

Sincerely,

Matt Trenkle, R.A.
Principal, Trenkle Architecture

ADDITION AND REMODELING

SPIEGL RESIDENCE

9323 W. PUETZ RD., FRANKLIN WI

PROJECT INFORMATION

OWNER
Sondra and Kevin Spiegl
803-917 1840
kevsons@yahoo.com

ARCHITECT:
MATT TRENKLE, R.A.
TRENKLE ARCHITECTURE & CONSTRUCTION, LLC
500 W. SILVER SPRING DR.
GLENDALE WI 53217
P:414-446-3350
E. MATT@TRENKLEARCHITECTURE.COM

SITE NOTES.

1 THIS IS NOT A SURVEY THIS DRAWING WAS COMPLETED FROM INFORMATION COMPILED FROM MILWAUKEE COUNTY GIS MAP AND ASSUMED TO BE RELIABLE.
2 ALL WORK TO BE DONE BY LICENSED AND INSURED CONTRACTORS
3. CONTRACTOR TO VERIFY ALL SITE CONDITIONS PRIOR TO COMENCING WORK.
4. CONTRACTOR TO VERIFY LAYOUT ON SITE AND ENSURE COMPLAINCE WITH ALL APPLICABLE REGULATIONS SETBACKS AND CODES DISTANCES SHOWN FROM BUILDING TO PROPERTY LINES ARE APPROXIMATE.
5 CONTRACTOR TO MAINTAIN CONSTRUCTION MATERIAL STORAGE WITHIN THE CONSTRUCTION SITE AT ALL TIMES
6 CONTRACTOR IS RESPONSIBLE FOR SITE SECURITY AT ALL TIMES
7 ENSURE ROUGH AND FINISH GRADING AROUND THE ADDITION SLOPES POSITIVELY AWAY FROM HOUSE.

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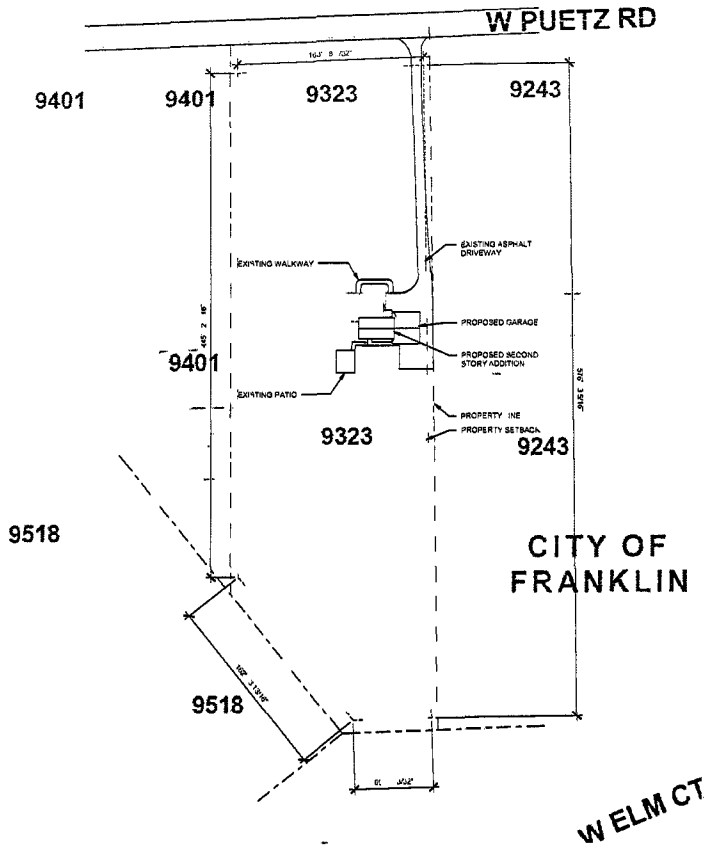
A-1.2 DEMOLITION ELEVATIONS
A-2 0 FIRST FLOOR PLAN
A-2 1 SECOND FLOOR PLAN
A-2.2 ELEVATIONS
A-2.3 ELEVATIONS
A-2.4 BUILDING SECTION AND WALL SECTIONS
A-2 5 DETAILS
A-3.0 PERSPECTIVES

SITE INFORMATION
TAX KEY # = 8479980000
ZONING = R8
FRONT SETBACK = 25'-0'
REAR SETBACK = 25'-0'
SIDE SETBACK = 8'-0'
YEAR CONSTRUCTED = 1947
YEAR REMODELED = 1960
EXISTING S F = 1 974
PROPOSED ADDITIONAL FINISHED S F = 650 S F
ACRES = 2 7
OPEN SPACE RATIO = 2.2%



1 / T-1 ARCHITECTURAL SITE PLAN
SCALE 1' = 50'-0"

ISSUED FOR: PERMIT AND CONSTRUCTION

DATE: 11/14/2019

T

NUMBER	DATE	REVISED BY	DESCRIPTION

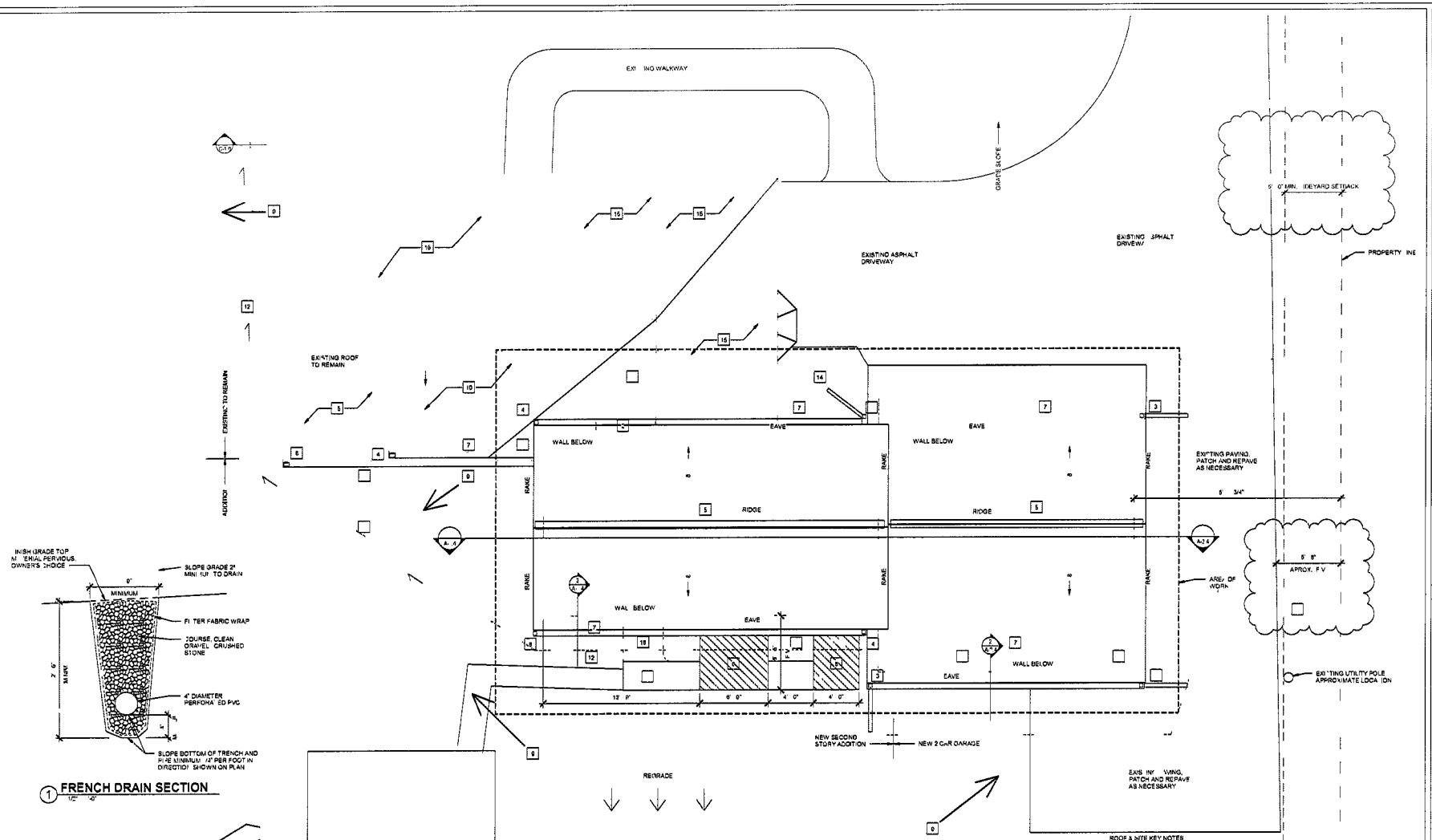
REVISION TABLE

SECOND FLOOR ADDITION
SPIEGL RESIDENCE
9323 W. PUETZ RD
FRANKLIN WI

TITLE SHEET

DRAWINGS PROVIDED BY
TRENKL ARCHITECTUR

DATE
11/14/2019
SCALE
SHEET
T-1 0

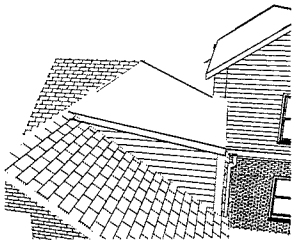


SITE & ROOF PLAN

1/4" = 1'-0"

1 FRENCH DRAIN SECTION

1/2" = 1'-0"



2 ROOF VIEW

SITE GENERAL NOTES

THIS IS NOT A SURVEY. THIS DRAWING WAS COMPLETED FROM INFORMATION COMPILED FROM MILWAUKEE COUNTY GIS MAP AND ASSUMED TO BE REUABLE
2 ALL WORK TO BE DONE BY LICENSED AND INSURED CONTRACTORS
3 CONTRACTOR TO VERIFY ALL SITE CONDITIONS PRIOR TO COMENCING WORK
4 CONTRACTOR TO VERIFY LAYOUT ON SITE AND ENSURE COMPLIANCE WITH ALL APPLICABLE REGULATIONS, SETBACKS AND CODES. DISTANCES SHOWN FROM BUILDING TO PROPERTY LINES ARE APPROXIMATE
5 CONTRACTOR TO MAINTAIN CONSTRUCTION MATERIAL STORAGE WITHIN THE CONSTRUCTION SITE AT ALL TIMES
6 CONTRACTOR RESPONSIBLE FOR SITE SECURITY AT ALL TIMES. ENSURE ROUGH AND FINISH GRADING AROUND THE ADDITION SLOPES POSITIVELY AWAY FROM HOUSE
8 CONTRACTOR TO REMOVE ALL BOX ELDER TREES FROM THE PROPERTY PERSUANT TO CITY OF FRANKLIN CODE

ROOF GENERAL NOTES

NEW ROOF TO BE ARCHITECTURAL COMPOSITE SHINGLES SELECTED BY OWNER OVER SYNTHETIC UNDERLAYMENT OVER SHEATHING OVER RAFTERS OR TRUSSES PER STRUCTURAL PLAN WITH R-49 BATT INSULATION BETWEEN
2 EXACT COLOR, TYPE, AND STYLE ROOFING SELECTED BY OWNER
3 PROVIDE NEW PREFINISHED METAL GUTTERS AND DOWNSPOUTS FOR NEW ADDITION AND AT SPECIFIC LOCATIONS ON EXISTING HOUSE AND ROOF WHERE INDICATED
4 EXISTING ROOF SLOPE IS 6:12 FIELD VERIFY NEW SLOPE TO MATCH EXISTING SLOPE MUST BE VERIFIED PRIOR TO TRUSS MANUFACTURER SUBMIT SHOP DRAWINGS OF TRUSSES FOR APPROVAL

ROOF & SITE KEY NOTES

FIELD FRAMED, OVERBUILD CRICKET AT 1/4" PER FOOT SLOPE FULLY ADHERED EPDM ON COVER BOARD FILL CAVITY COMPLETELY WITH SPRAY FOAM INSULATION
2 REMOVE PLYWOOD/OSB PLUMBING VENT PIPE ENCLOSURE AND RE-ROUTE PIPES INSIDE
3 NEW PREFINISHED METAL DOWNSPOUT WITH 4'-0" EXTENSION
4 NEW DOWNSPOUT EMPTY INTO NEW GUTTER BELOW
CONTINUOUS RIDGE VENT
6 NEW PAVERS BY OWNER WITH 6" CRUSHED STONE AND WEED BARRICADE FABRIC, SLOPE 1/4" PER 1'-0" AWAY FROM HOUSE ALIGN WITH NEW OPENINGS, REMOVE EXISTING WALK AS REQUIRED
NEW PREFINISHED METAL SEAMLESS GUTTER
8 NEW PREFINISHED METAL DOWNSPOUT CONNECT TO NEW FRENCH DRAIN
9 REGRADE TO AT REAR OF HOUSE AS REQUIRED TO ENSURE POSITIVE DRAINAGE AWAY FROM HOUSE MINIMUM 2 YARDS AT MINIMUM 1/4" PER FOOT
10 REMOVE EXISTING ROOFING TO SUBSTRATE ON SHED ROOF INSTALL NEW FULLY ADHERED MEMBRANE ROOF OVER NEW COVER BOARD APPROVED BY MEMBRANE MANUFACTURER
MAINTAIN MINIMUM 3' CLEAR FROM WALL CORNER TO VALLEY CENTER LINE
FRENCH DRAIN PER DETAIL
CONTINUE FRENCH DRAIN TO LOWER GRADE AND DAYLIGHT WITH "T" CONNECTION TO TERMINATE
14 LANDSCAPE BY OWNER
15 **ALTERNATE NUMBER 1** REPLACE ALL EXISTING ROOFING WITH NEW TO MATCH ADDITION ALONG WITH NEW GUTTERS AND DOWNSPOUTS ALL AROUND UNLESS NOTED ARE PART OF BASE BID
16 NEW 4" CONCRETE APRON
EXISTING CONCRETE WALKWAY TO REMAIN
18 REMOVE EXISTING CONCRETE WALKWAY

T

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION
1	1/24/2020	MT	BIGGER GARAGE

SECOND FLOOR ADDITION
SPIEGL RESIDENCE
9323 W PUETZ RD
FRANKLIN WI

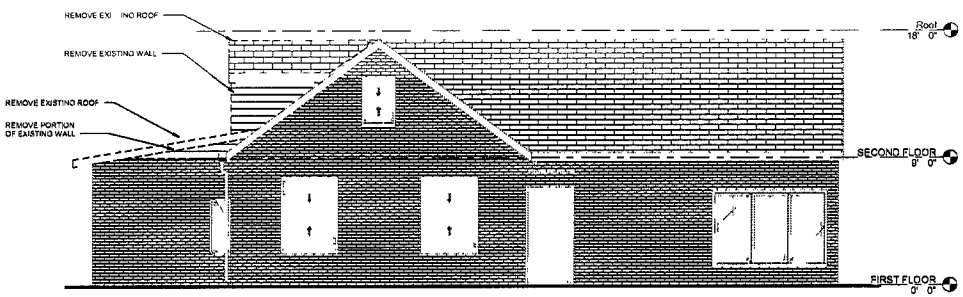
SITE PLAN / ROOF PLAN

DRAWINGS PROVIDED BY
TRENKL ARCHITECTUR

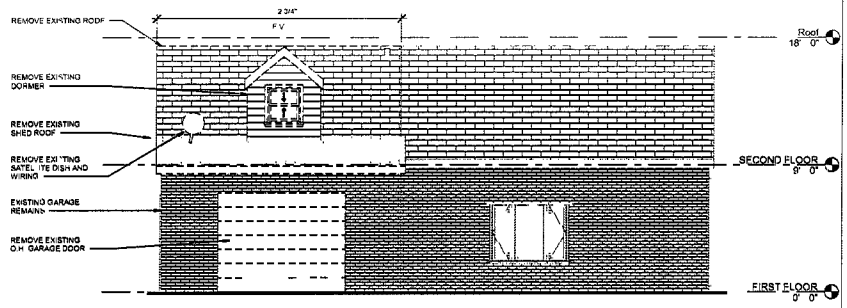
DATE
11/14/2019

SCALE
1/8" 1'-0"

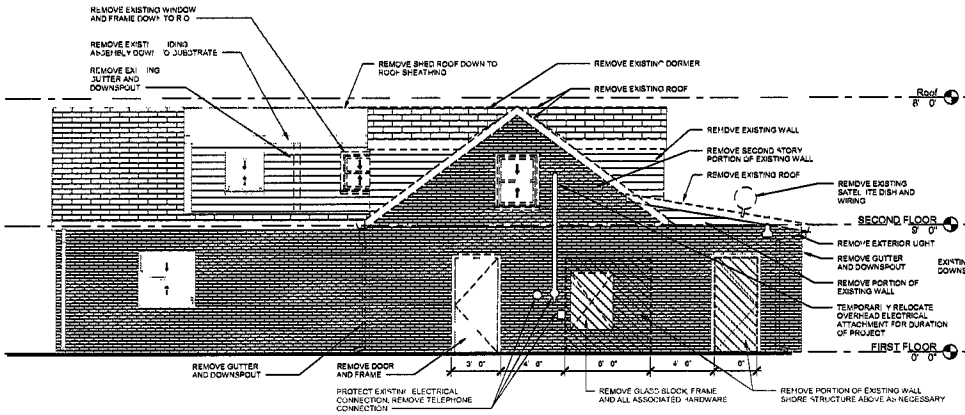
SHEET
C-1.0



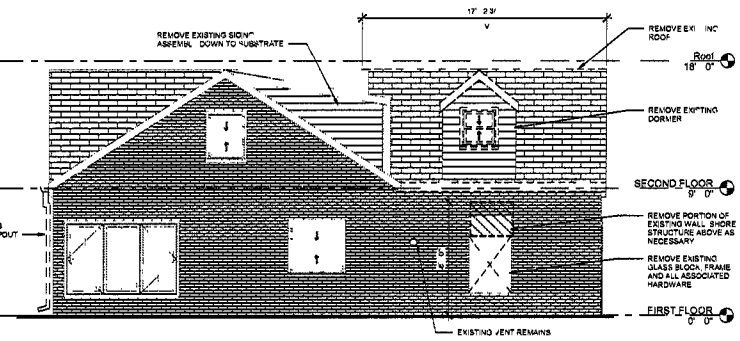
1 DEMOLITION ELEVATION
1/4" 1'-0"



2 DEMOLITION ELEVATION
1/4" 1'-0"



3 DEMOLITION ELEVATION
1/4" 1'-0"



4 DEMOLITION ELEVATION
1/4" 1'-0"

GENERAL DEMOLITION NOTES

SHORE AND PROTECT EXISTING STRUCTURE AS NECESSARY THROUGHOUT DEMOLITION WORK.
REMOVE ENTIRETY OF SECOND FLOOR WALLS AND ROOF WHERE INDICATED DOWN TO EXIS ING SECOND FLOOR SUBFLOOR. PROTECT SUBFLOOR FROM WEATHER UNTI NEW ROOF IS INSTALLED.
3 SALVAGE AND PROTECT EXISTING BRICK DURING REMOVAL FOR RE-USE

T

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION
1	12/4/2020	MT	BIGGER GARAGE

SECOND FLOOR ADDITION
SPIEGL RESIDENCE
9323 W PUETZ RD
FRANKLIN WI

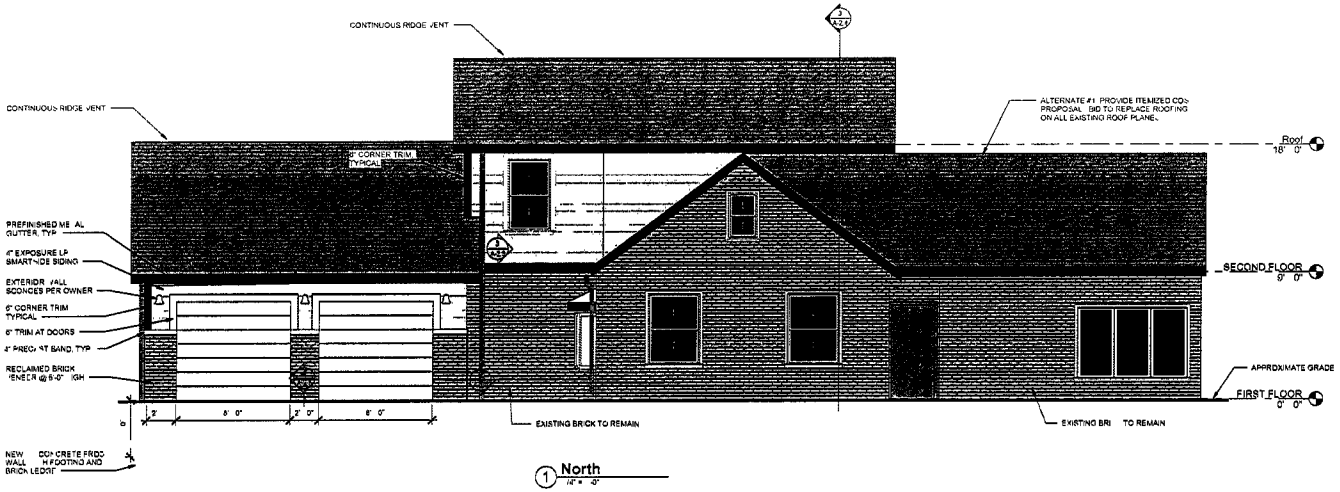
DEMOLITION ELEVATIONS

DRAWINGS PROVIDED BY:
TRENKL ARCHITECTUR

DATE
11/14/2019

SCALE
1/4" 1'-0"

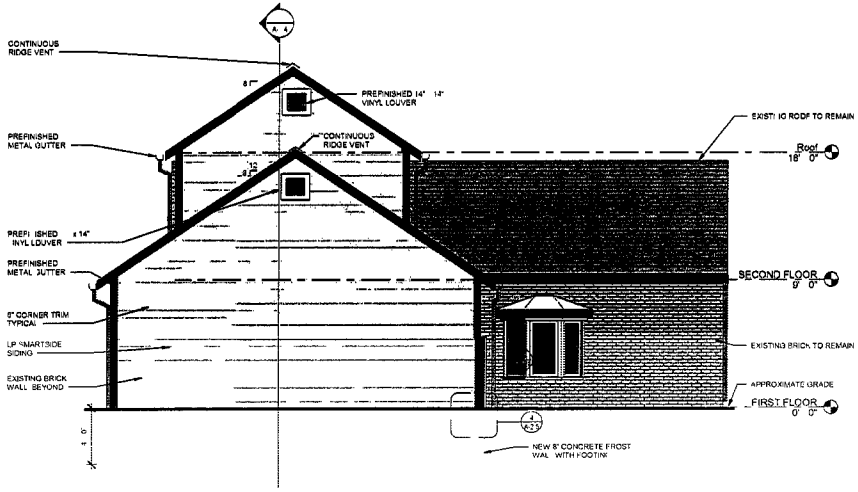
SHEET
A-1.2



1 North
1/4" = 1'-0"

GENERAL NOTES EXTERIOR

1 STORE AND INSTALL ALL MATERIALS IN STRICT ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS, RECOMMENDATIONS AND DETAILS
2 ALL TRIM AND SIDING TO BE PREFINISHED LP SMARTSIDE 6" LAP SIDING SMOOTH FINISH. TRIM AT WINDOWS, AND 6" AT CORNERS
3 ALL NEW ROOFING TO BE OWENS CORNING "DAKRIDGE" OR APPROVED EQUAL OVER SYNTHETIC UNDERLAYMENT OVER PLYWOOD SHEATHING
4 PROVIDE 6" CORNER TRIM AT ALL NEW EXTERIOR CORNERS
5 PROVIDE 4" WINDOW TRIM AT ALL NEW WINDOWS
6 WINDOWS TO BE DOUBLE HUNG INSULATED VINYL UNITS



2 East
1/4" = 1'-0"

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION
1	11/24/2020	MIT	BIGGER GARAGE

SECOND FLOOR ADDITION
SPIEGL RESIDENCE
9323 W PUETZ RD.
FRANKLIN WI

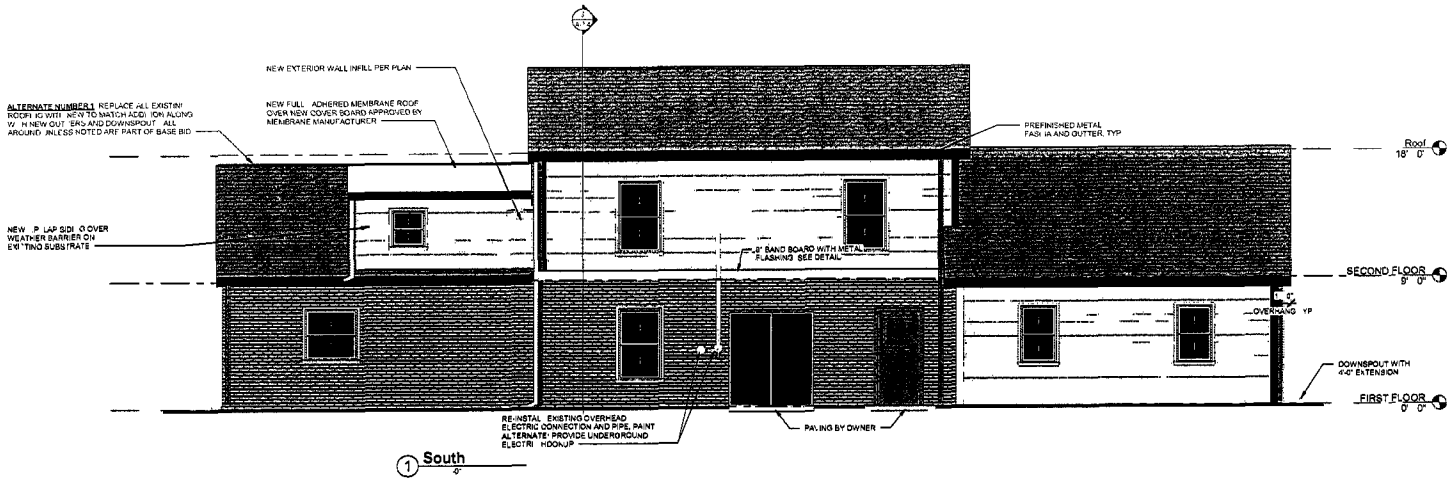
ELEVATIONS

DRAWINGS PROVIDED BY
TRENKL ARCHITECTUR

DATE
11/14/2019

SCALE
1/4" = 1'-0"

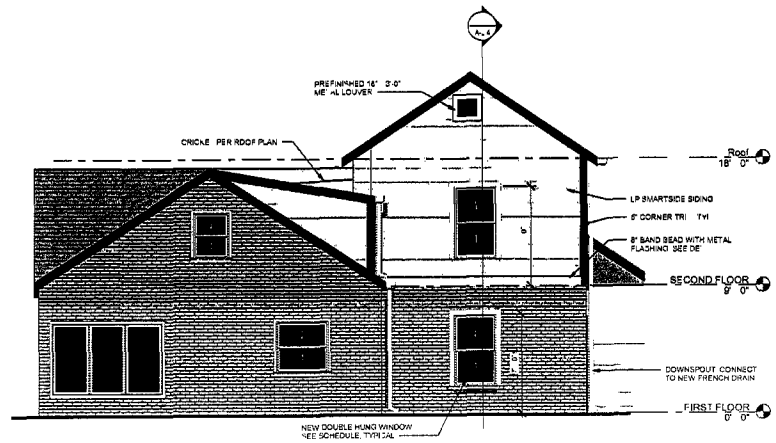
SHEET
A-2.2



1 South
4'

GENERAL NOTES EXTERIOR

1. STORE AND INSTALL ALL MATERIALS IN STRICT ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS, RECOMMENDATIONS AND DETAILS
2. ALL TRIM AND SIDING TO BE PREFINISHED LP SMARTSIDE 6" LAP SIDING, SMOOTH FINISH, 4" TRIM AT WINDOWS, AND 6" AT CORNERS
3. ALL NEW ROOFING TO BE OWENS CORNING "OAK RIDGE" OR APPROVED EQUAL OVER SYNTHETIC UNDERLAYMENT OVER PLYWOOD SHEATHING
4. PROVIDE 6" CORNER TRIM AT ALL NEW EXTERIOR CORNERS
5. PROVIDE 4" WINDOW TRIM AT ALL NEW WINDOWS
6. WINDOWS TO BE DOUBLE HUNG INSULATED VINYL UNITS



2 West
1/4" -0"

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION
1	11/24/2020	WT	BIGGER GARAGE

SECOND FLOOR ADDITION
SPIEGL RESIDENCE
9323 W PUETZ RD
FRANKLIN WI

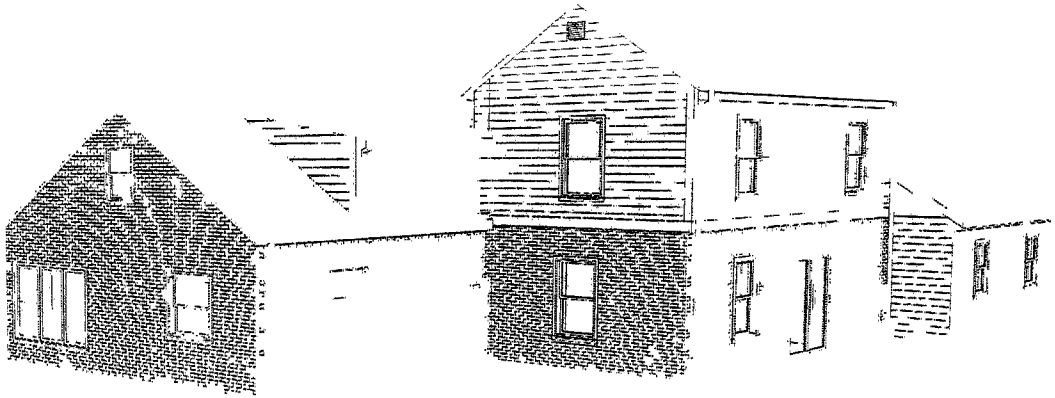
ELEVATIONS

DRAWINGS PROVIDED BY
TRENKL ARCHITECTUR

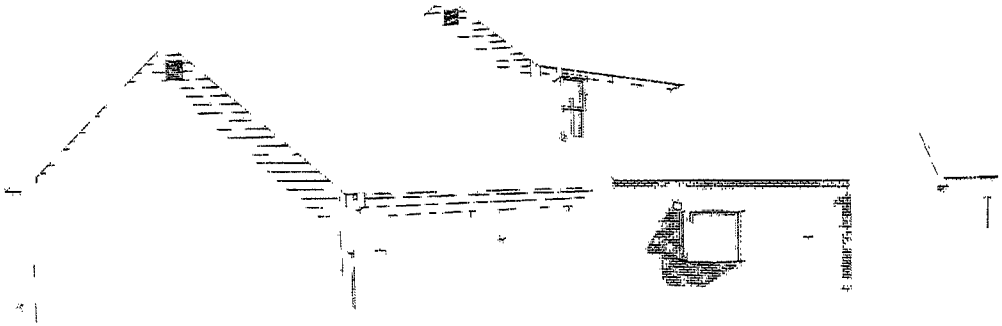
DATE
11/14/2019

SCALE
1/4" 1'-0"

SHEET
A-2.3



1 3D VIEW



2 3D VIEW

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION
1	12/4/2020	MT	BIGGER GARAGE

SECOND FLOOR ADDITION
SPIEGL RESIDENCE
9323 W PUETZ RD
FRANKLIN WI

PERSPECTIVES

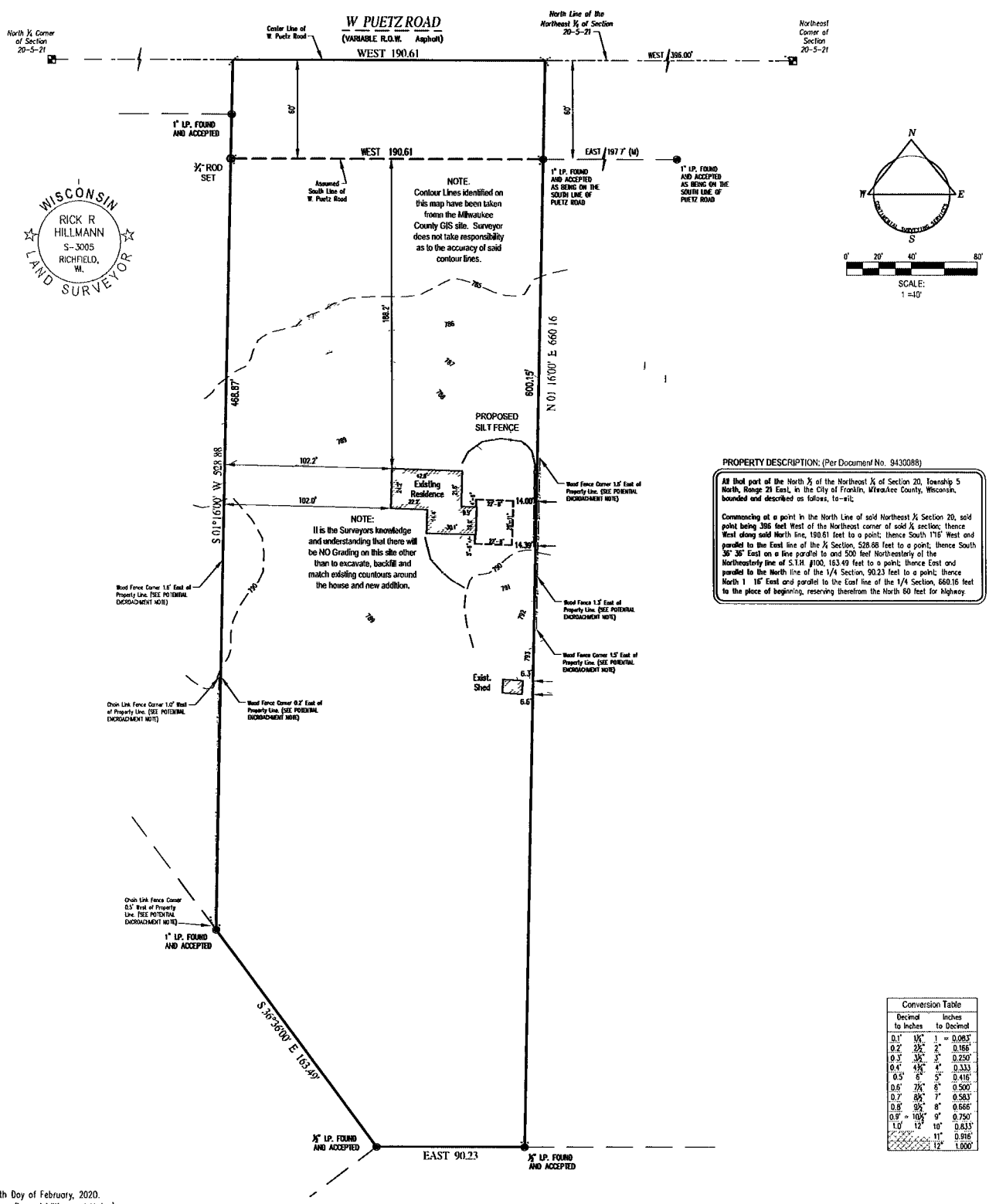
DRAWINGS PROVIDED BY:
TRENKL ARCHITECTUR

DATE
11/14/2019

SCALE

SHEET
A-3.0

PLAT OF SURVEY



PROPERTY DESCRIPTION: (Per Document No. 9430088)

All that part of the North ½ of the Northeast ¼ of Section 20, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows, to-wit;

Commencing at a point in the North Line of said Northeast ¼ Section 20, said point being 396 feet West of the Northeast corner of said ¼ section; thence West along said North line, 190.61 feet to a point; thence South 1°16' West and parallel to the East line of the ¼ Section, 528.88 feet to a point; thence South 36° 36' East on a line parallel to and 500 feet Northeasterly of the Northeasterly line of S.T.H. #100, 163.49 feet to a point; thence East and parallel to the North line of the 1/4 Section, 90.23 feet to a point; thence North 1° 16' East and parallel to the East line of the 1/4 Section, 660.16 feet to the place of beginning, reserving therefrom the North 60 feet for highway.

Conversion Table			
Decimal to Inches		Inches to Decimal	
0.1'	1¼"	1" =	0.083'
0.2'	2½"	2"	0.166'
0.3'	3¾"	3"	0.250'
0.4'	4¾"	4"	0.333'
0.5'	6"	5"	0.416'
0.6'	7¼"	6"	0.500'
0.7'	8¾"	7"	0.583'
0.8'	9¾"	8"	0.666'
0.9' =	10¾"	9"	0.750'
1.0'	12"	10"	0.833'
		11"	0.916'
		12"	1.000'

Revised this 7th Day of February, 2020.
(Added Contours, Prop. Addition and Notes)

This map was drafted by: RRH

LEGAL NOTICE: UNAUTHORIZED REVISIONS, MODIFICATIONS, ALTERATIONS, AND OR MAKING CHANGES OF ANY KIND AND THEN USE AND OR DISTRIBUTE THIS MAP CONTINENTAL SURVEYING SERVICES LLC'S NAME, OR THE SURVEYOR'S NAME NAMED ON THIS MAP WITHOUT CONSENT MAY BE A FEDERAL OFFENSE IN VIOLATION OF COPYRIGHT AND OR PLAGIARISM LAWS WHICH MAY RESULT IN LEGAL ACTION.

CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.cssurveys.com
Email: survey@cssurveys.com

CLIENT:
Kevin Spiegl
9323 W. Puetz Road
Franklin, WI 53132

PROPERTY ADDRESS:
9323 W. Puetz Road
Franklin,
Wisconsin 53132

PARCEL INFO:
TAX KEY NUMBER: 8479980000
PROJECT NO. 20191121_MTG0002
SERVICE PERFORMED: MTG

For questions regarding underground utilities please contact:
DIGGERS HOTLINE
PHONE: (Statewide Call center) (800) 242-8511

NOTE: Underground Utilities

Location of Underground utilities are not part of the agreement made between the Surveyor AND Client named on this map, therefore none are shown.

NOTE: Guarantees and Title Policy

No Title Policy has been provided AND unless an ALTA/NSPS Survey has been ordered this Note shall remain on the face of this map. Without performing an ALTA/NSPS Survey this Plat of Survey does not guarantee the existance, size and location of any easements, encumbrances, restrictions or other facts that could otherwise be disclosed in an ALTA/NSPS Survey.

Statement of Potential Encroachments:

At the time this survey was performed the surveyor visually inspected the subject property and at his discretion has measured and has now shown on the face of this map certain features that appear to be on, over, or along a property line and is shown in reference to a property line. Surveyor has not identified the ownership of said feature or features. Surveyor has identified its location and is shown hereon to the nearest 0.1 of a foot, and does not, nor will not guarantee an accuracy greater than 0.1 of a foot in regards to the location of said feature or features. These measurements may vary from future measurements due to equipment placement, backsight/heading setup, the specific location of the shot, and the physical condition of respective feature. Therefore, it is possible that certain measurements may exceed tolerances greater than 0.1 of a foot for reasons mentioned. This includes any statements regarding distances for the location of any feature shown on this map.
PLEASE CALL WITH ANY CONCERNS REGARDING THIS STATEMENT.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND IN MY PROFESSIONAL OPINION THIS MAP IS A TRUE REPRESENTATION THEREOF AND IS MADE IN ACCORDANCE WITH THE RECORDS OF THE REGISTER OF DEEDS AS NEARLY AS PRACTICAL. THIS SURVEY COMPLIES WITH WISCONSIN ADMINISTRATIVE CODE AE-7 EXCEPT FOR THOSE ITEMS NOTED, IF ANY, AND IS BOUND BY WISCONSIN STATE STATUTE 893.37 THAT DEFINES STATUTE OF LIMITATIONS IN REGARDS TO SURVEYS.

Rick R. Hillmann S-3005

Dated this 10th Day of DECEMBER 2019.

R A Smith, Inc
16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781 1000 | rasmith.com

December 23, 2019

Kevin & Sondra Spiegl
9323 W Puetz Road
Franklin, WI 53132

Re Natural Resources Investigation 9323 W Puetz Road, City of Franklin, Milwaukee County, Wisconsin

Dear Mr & Mrs Spiegl

We are pleased to provide the results of a natural resources investigation conducted on your property at 9323 W Puetz Road, City of Franklin, Milwaukee County, Wisconsin (Figure 1 - Parcel Map) The investigation was completed for a proposed home addition project We understand that your project limits will be confined to areas that already contain existing impervious surfaces

Ms Tina Myers, PWS, conducted the field assessment on December 20, 2019 to determine whether any natural resources, as defined by the City of Franklin's Unified Development Ordinance (UDO) were present within or within 100 feet of the Project Area limits (Study Area – see Figure 2) As defined by the UDO, natural resource features include steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, shore buffers, floodplains, wetlands, and wetland buffers Each feature is defined by the UDO It should be noted that part of our Study Area extended into the neighboring parcel to the east

Based on the field assessment, it was determined that one young woodland was present south of the existing residence (Figure 2) A young woodland is defined as an area 0 5 acres or greater in size with 50% or greater canopy cover of trees with a diameter at breast height (dbh) of 3 inches or greater The young woodland extends beyond the Study Area and is dominated by green ash trees that are dying from Emerald Ash Borer disease Trees within the woodland that fell within the Study Area limits included box elder (*Acer negundo*), black walnut (*Juglans nigra*), Siberian elm (*Pilea pumila*), apple tree (*Malus sp.)* and Colorado spruce (*Picea pungens*)

The young woodland appears to contain a potential wetland that falls outside of the Study Area limits (Figure 2) Although wetland delineations generally cannot be completed outside of the growing season, we have mapped the most conservative potential wetland boundary based on current conditions as well as plant community and outward signs of wetland hydrology A very minimal amount of 30-foot wetland buffer falls within the Study Area limits These natural resource features have been overlaid onto a recent aerial basemap which includes one-foot contours (Study Area map) No other natural resource features were observed within the Study Area Please refer to the attached photos of the young woodland and potential wetland

It was noted that several trees were recently cut down south of the existing house presumably due to disease or old age These are also shown on the attached Study Area map This created a distinct gap in the canopy which is visible in some of the site photos, but may not be apparent on the aerial basemap All other wooded areas observed appeared to be distinctly separate from nearby woodlands and either did not meet the acreage requirement for young or mature woodland or the tree size requirement (12" dbh or greater) for a mature grove Please refer to the site photos for a view of each of these areas

Smith

While natural resources are present within the Study Area limits, no natural resources will be impacted as a result of the home addition project No trees, even those outside of UDO-defined woodlands, are anticipated to be removed as a result of the home addition project

We appreciate the opportunity to work with you on this project If you have any questions or comments concerning the site visit and determination of no natural resources impact, please call me at (262) 317-3389 Thank you!

Sincerely,
R A Smith, Inc

Tina M Myers

Tina M. Myers, PWS
Ecologist/Project Manager

Enclosures Figures 1 and 2, Site Photos

Kevin & Sandra Spiegl
9323 W. Puetz Rd.
City of Franklin
Milwaukee County, Wisconsin

Map Legend

Property Boundary (2.74 Acres)

Study Area (1 39 Acres)

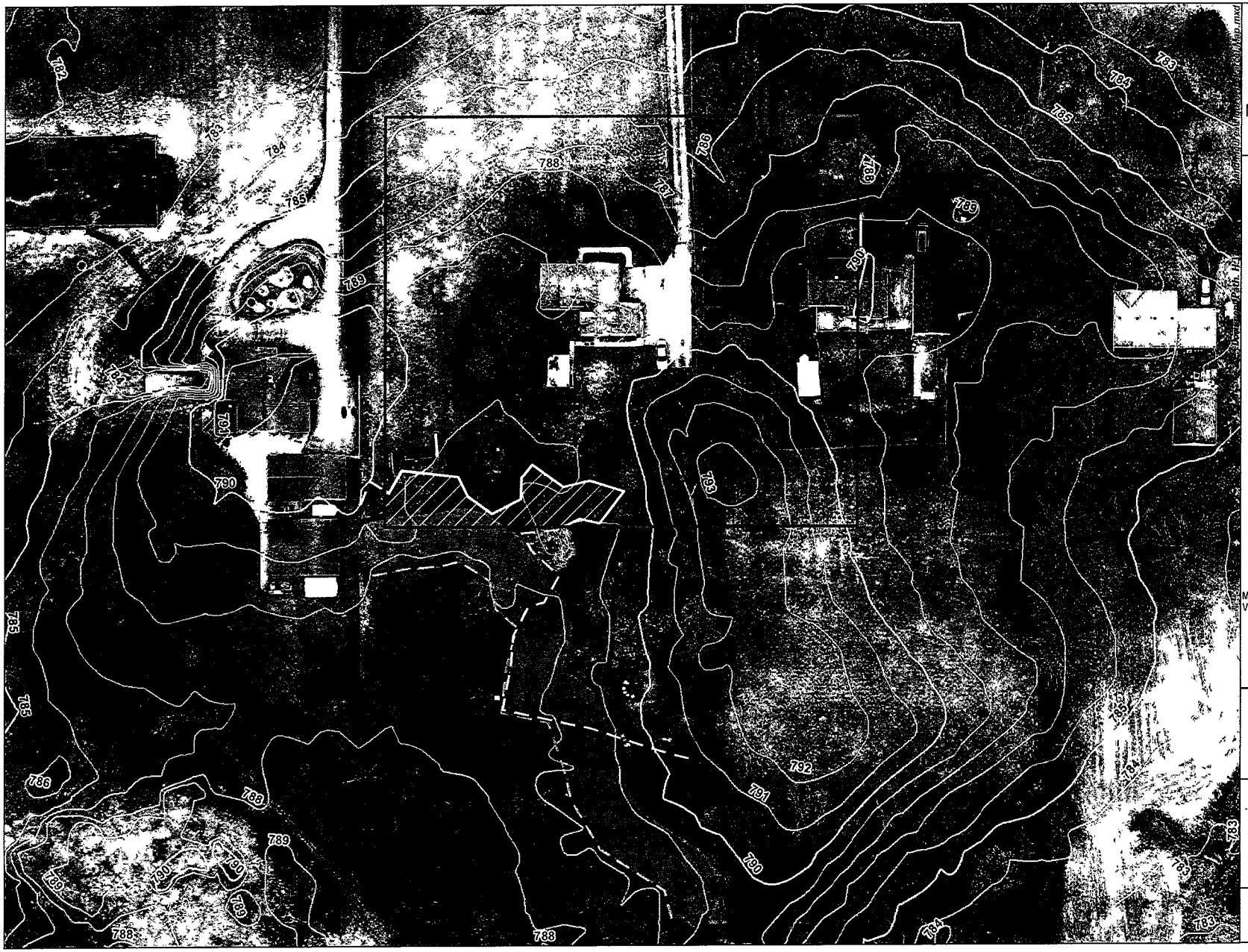
Esri HERE Garmin (c) OpenStreetMap contributors

Figure 1
Parcel Map

Smith

12/23/2019
1191354

0 50 100
1 inch 100 feet



Kevin & Sandra Spiegl
9323 W Puetz Rd.
City of Franklin
Milwaukee County, Wisconsin

Map Legend

- Removed Tree
- Off-site Wetland Boundary
- Off-site Young Woodland Boundary
- 30 ft Wetland Buffer
- Study Area (1 39 Acres)
- Young Woodland (2 896 7 sq ft)

Milwaukee County Land Information Office Eagle View Technologies/Pictometry International

Figure 2
Natural Resources Map

Smith

12/23/2019
1191354

0 25 50
1 inch = 50 feet

Photograph 1 (12/20/19): Small group of spruce located west of the existing house. This group of trees did not meet the definition of mature grove because there were not enough trees and not all were 12 inch or greater in diameter.

Photograph 2 (12/20/19): Southwest facing view of Young Woodland

Photograph 3 (12/20/19): West facing view of Young Woodland

Photograph 4 (12/20/19): View of young Woodland outside of the 100-foot Study Area limits The woodland was dominated by green ash which is dying as a result of Emerald Ash Borer disease

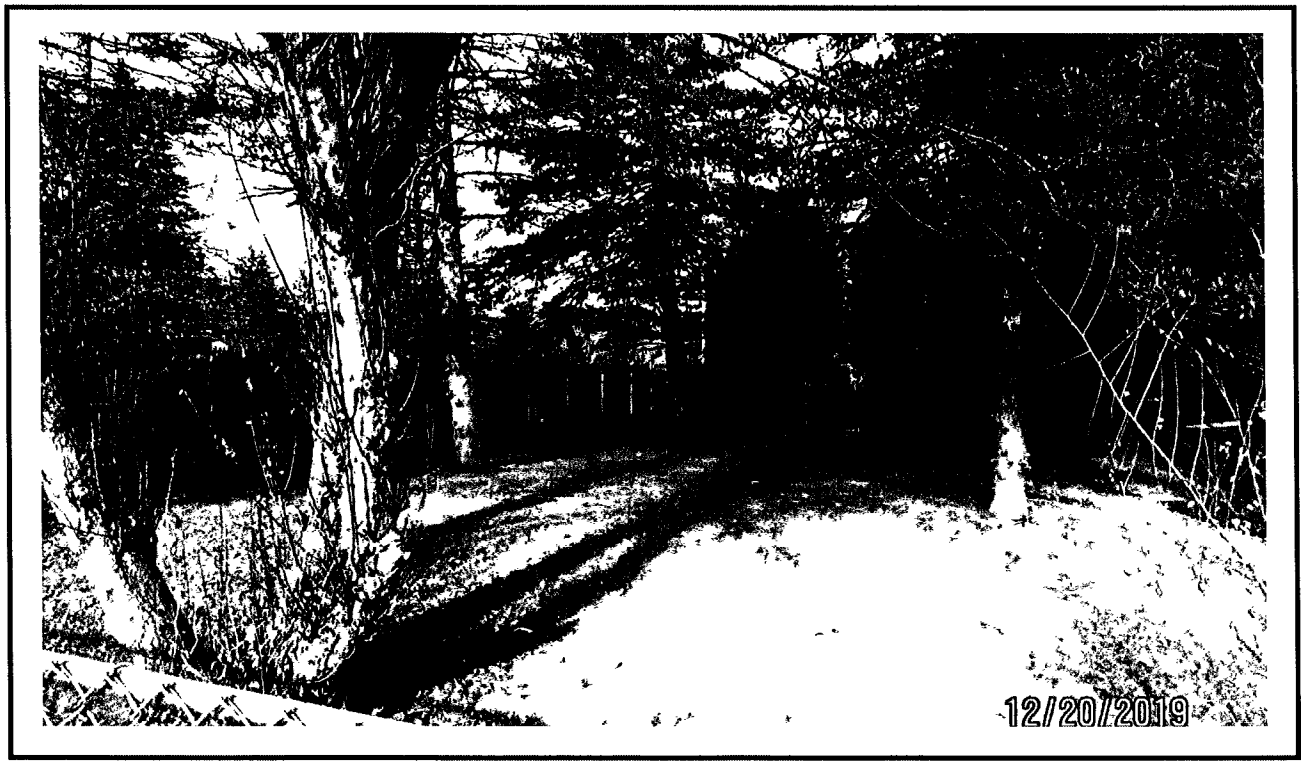
Photograph 5 (12/20/19): Interior view of the Young Woodland outside of the Study Area which appears to contain a potential wetland

Photograph 6 (12/20/19): Facing south along the eastern property line south of the house

Photograph 7 (12/20/19): Stump from tree that was cut south of the existing house. There were a number of trees recently cut in this area which has opened up the canopy.

Photograph 8 (12/20/19): Facing north at a small stands of trees south of the house that was distinctly separate from the Young Woodland This small stand did not meet the definition of a Young or Mature Woodland

Photograph 9 (11/25/19): Facing south at a small stands of trees south of the house that was distinctly separate from the Young Woodland which is seen in the background This small stand did not meet the definition of a Young or Mature Woodland



Photograph 10 (11/25/19): Stand of trees on the adjacent property between the two homes that did not meet the definition of Mature or Young Woodland

Photograph 11 (11/25/19): East facing view of trees in front of the neighbor's house The trees inside the circle drive are separated by woodland to the east outside of the 100-foot study area buffer and do not meet the definition of Young Woodland or Mature Grove

Photograph 12 (11/25/19): East facing view of trees in front of the neighbor's house The trees inside the circle drive are separated by woodland to the east outside of the 100-foot study area buffer and do not meet the definition of Young Woodland or Mature Grove

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute an Agreement with Graef-USA, Inc. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update, in the amount of $19,900.00	ITEM NUMBER G.7.

The July 16, 2019, Common Council Meeting Minutes for meeting agenda item G.5. Pleasant View Park Site Plan for Development provide: Alderwoman Wilhelm moved to direct the Director of Administration, working with Alderwoman Wilhelm, to prepare a contract and scope of services for an update to the site plan for development of Pleasant View Park, including but not limited to landscape plan, lighting, and picnic tables. Seconded by Alderman Barber. All voted Aye; motion carried.

The January 21, 2020 Common Council Meeting Minutes for meeting agenda item G.19. Pleasant View Masterplan with Graef provide: Alderwoman Wilhelm moved to return to the Common Council meeting of February 17, 2020, a Resolution to Authorize Graef-USA Inc. to Create a Pleasant View Park Masterplan Update, with re- negotiated items in the previous Common Council motion and a change with the recommended neighborhood meeting date. Seconded by Alderman Dandrea. All voted Aye; motion carried.

Attached is the Pleasant View Park Master Plan Update Agreement, with the scope of services to be provided set forth in the Graef Attachment A (dated February 25, 2020) to the Agreement.

There are sufficient appropriations in the 2020 Capital Improvement Fund to accommodate this contract. The 2020 CIP fund includes a $150,000 appropriation for Improvements at Pleasant View Park. Portions of these appropriations are supported by Park Impact Fees.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement with Graef-USA, Inc. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update, in the amount of $19,900.00.

AGREEMENT
between
the City of Franklin
and
Graef-USA Inc
For
Professional Architectural and Engineering Services

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Graef-USA Inc (hereinafter "CONSULTANT"), whose principal place of business is 275 W Wisconsin Avenue, Suite 300, Milwaukee, WI 53203.

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services consultant and has offered services for the purposes specified in this AGREEMENT, and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONSULTANT to provide the **Pleasant View Park Master Plan Update**, as described in **Attachment A**,

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONSULTANT agree as follows.

A This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A. CONSULTANT shall provide services to CLIENT for the Pleasant View Park Master Plan Update, as described in CONSULTANT's proposal to CLIENT dated February 25, 2020, annexed hereto and incorporated herein as **Attachment A**.

B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subCONSULTANTs when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT

C CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTs to, CONSULTANT and not of CLIENT All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure

D During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in **Attachment A**, for a Lump Sum Fee of **$19,900.00**, subject to the terms detailed below.

A CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.

B Total price will not exceed budget of **$19,900.00** For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.

C In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT

D Should CLIENT find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

A Glen Morrow will coordinate the work of the CONSULTANT, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

B CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT

C CONSULTANT will appoint, subject to the approval of CLIENT, Michael N. Paulos, PE CONSULTANT's Project Manager and other key providers of the Basic Services Substitution of other staff may occur only with the consent of CLIENT

V. TERMINATION

A This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

B In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.

C The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT

VI. INSURANCE

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

A	Limit of General/Commercial Liability	$1,000,000
B.	Automobile Liability Bodily Injury/Property Damage	$1,000,000
C	Excess Liability for General Commercial or Automobile Liability	$10,000,000
D	Worker's Compensation and Employers' Liability	$500,000
E.	Professional Liability	$2,000,000

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify

that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

A To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.

B Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893 80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

VIII. TIME FOR COMPLETION

CONSULTANT shall commence work immediately having received a Notice to Proceed from CLIENT on or before March 4, 2020 and complete project on or before as of May 11, 2020.

IX. DISPUTES

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

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion Such records shall be made available by the CONSULTANT to CLIENT for inspection and copying upon request

XI. MISCELLANEOUS PROVISIONS

A Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law

B Pursuant to Law Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONSULTANT under this AGREEMENT shall be in compliance with

applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

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

D This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY _____
Stephen R Olson, Mayor

DATE _____

BY _____
Sandra L Wesolowski, City Clerk

DATE _____

BY _____
Paul Rotzenberg, Director of Finance and Treasurer

DATE _____

APPROVED AS TO FORM

_____
Jesse A Wesolowski, City Attorney

DATE _____

GRAEF-USA INC.

BY _____

PRINT NAME Michael N Paulos

TITLE Principal

DATE February 25, 2020

One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRAEF

ATTACHMENT A

February 25, 2020

Mr. Glen Morrow
Director of Public Works
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Subject **Pleasant View Park Master Plan Update**
Professional Services Agreement

Dear Mr. Morrow

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services the City of Franklin (Client).

This proposal is for professional services for performing a Master Plan Update at Pleasant View Park. This proposal is Attachment A of the Agreement between the City of Franklin and GRAEF that includes all Terms and Conditions. For this project, GRAEF proposes to provide the following Basic Services:

- Participate in a meeting with staff and elected official(s). (1 meeting)
- Participate in a neighborhood meeting. (1 meeting)
- Parks Commission meeting attendance. (2 meetings)
- Conceptual site plan layout, showing both the existing amenities as well as the proposed amenities such as pickle ball courts, picnic tables, volleyball courts, playground equipment, and benches. (1 Conceptual Layout Plan)
- Provide a preliminary planting plan, detailed plant schedule, and planting details for areas primarily around the Pavilion building. Native plants and/or improved cultivars shall be considered for shade trees, shrubs, ornamental grasses and perennial selections. Trees shall be provided for scale and shade in appropriate areas i.e. picnic areas away from pavilion area. Manicured turf adjacent to Pavilion building area. Other planting bed areas shall be considered for buffering and or aesthetics during the preliminary development.
- Prepare a final planting plan, detailed plant schedule, and planting details based on stakeholder feedback.
- Prepare technical specifications for the planting plan.
- Review stormwater management plan for allowable additional impervious area.

For this project, it is our understanding Client will provide the following services, items and/or information

- Provide vision/goals for Pleasant View Park as determined within the format of a series of publicly open meetings and guidance of the City's Comprehensive Outdoor

Recreation Plan (CORP) listed as a neighborhood park, unless the CORP is otherwise amended.

- Provide venue for meetings and invite appropriate staff/residents

GRAEF will endeavor to perform the proposed Basic Services per the following schedule

• Notice to Proceed	March 4, 2020
• Staff and Elected Official(s) Meeting	March 6, 2020
• Park Commission Meeting	March 9, 2020
• Neighborhood Meeting	March 16, 2020
• Draft Conceptual Layout	April 6, 2020
• Park Commission Meeting	April 13, 2020
• Final Conceptual Layout	May 11, 2020

Per Section III of the Agreement, GRAEF will provide the following Additional Services for additional compensation as detailed below:

- Additional concept plans
- Additional meeting attendance
- Opinions of probable cost development
- Topographic survey
- Detailed design
- Bidding documents
- Additional committee attendance
- Perform wetland delineation/permitting
- Prepare preliminary stormwater requirements
- Construction Administration

For all Basic Services, Client agrees to compensate GRAEF $19,900.00 on a lump sum basis including reimbursable expenses.

To accept this proposal, please sign and date two copies of this Agreement and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project Graef-USA Inc. looks forward to providing services to the City of Franklin.

Sincerely,
Graef-USA Inc.

Michael N Paulos, P E
Principal

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2020-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH GRAEF-USA, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PLEASANT VIEW PARK MASTER PLAN UPDATE, IN THE AMOUNT OF $19,900.00

WHEREAS, the Common Council and the Parks Commission having considered the development to this date and the public interests in and the further development of Pleasant View Park; and

WHEREAS, the City having received a proposal to provide services for a Pleasant View Park Master Plan Update from Graef-USA Inc.; and

WHEREAS, staff having reviewed the proposal and having recommended approval of an Agreement with Graef-USA Inc. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update; and

WHEREAS, the Common Council having considered the Agreement and having found same to be reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that an Agreement with Graef-USA Inc. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver said Agreement.

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:

ATTEST:

_____

Stephen R. Olson, Mayor

_____

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL SLW	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ISSUE A CHANGE ORDER 02 FOR PLEASANT VIEW PARK PAVILION (4901 W. EVERGREEN STREET) IN THE AMOUNT OF $6,407.47	ITEM NUMBER G.8.

BACKGROUND

On June 18, 2019, Common Council awarded a contract to Ray Stadler Construction Co. in the amount of $544,000 for the construction of the Pleasant View Pavilion in Pleasant View Park- 4901 W. Evergreen Street The project is a lump-sum construction project. On August 20, 2019, a Change Order No. 1 was issued for $19,117.06 to incorporate some concrete work.

Along with some minor issues related to insulation and door locks, there is a change required due to building code revisions that the architect has confirmed are appropriate

ANALYSIS

The plans and specifications were completed without a thorough review by DPW of the locking sets. To change the hardware to completely match the other facilities, Staff asked for some changes after the contractor had the materials purchased. The cost of the two cost proposals was $985.24 and $310.08.

Insulation cost change involved changing from roll insulation to blow-in insulation for better coverage around conduits and duct work in the attic. This cost adjustment is a savings of $295.00.

Due to a change in Building Code from when the building was designed to when it was permitted and construction started the plumbing inspector is requiring that hot water returns from all faucets to the water heater are installed. Attached is the cost proposal for the changes required. Typical with all construction contracts, any changes in codes during the process would require the owner to cover the cost of the unforeseen changes The architect has reviewed the attached quote for $5,407.15 and finds the items and associated costs to be reasonable.

The total cost adjustment is $985.24 + $310.08 - $295.00 + $5,407 15 = $6,407.47.

It should be noted that a delay in the City obtaining the electrical service, and the timing of winter, delayed the contractor so now the anticipated completion date of the pavilion is the second week of March- not including painting and coating activities that are temperature dependent. The time has been adjusted accordingly in this change order by 96 days (March 30, 2020).

OPTIONS

A. Authorize the full amount for a change order; or
B. Refer to Staff with additional direction.

FISCAL NOTE

Finance recommends that the required $7,000 be appropriated from the 2020 park land appropriation.

COUNCIL ACTION REQUESTED

(Option A). Resolution 2020-_____ a resolution to issue a Change Order 02 for Pleasant View Park Pavilion (4901 W. Evergreen Street) in the amount of $6,407.47.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO ISSUE A CHANGE ORDER 02
FOR PLEASANT VIEW PARK PAVILION (4901 W. EVERGREEN STREET)
IN THE AMOUNT OF $6,407.47

WHEREAS, the Common Council awarded a lump sum contract on June 18, 2019, to Ray Stadler Construction Co. for the construction of the Pleasant View Pavilion in Pleasant View Park-4901 W. Evergreen Street (Project 2019-3) in the amount of $544,000; and

WHEREAS, the Common Council authorized Change Order No. 1 on August 20, 2019, that included concrete flat work and a doggie water fountain; and

WHEREAS, plumbing codes have been modified since the project was designed and require additional plumbing work;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized and directed to execute Change Order 02 to increase the total contract amount by $6,407.47 to $569,524.53.

Introduced at a regular meeting of the Common Council of the City of Franklin this ___rd day of _____, 2020 by Alderman _____.

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

APPROVED:

_____
Stephen R. Olson, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Ray Stadler Construction Co., Inc.
Phone: 414-774-8805
John Stadler - Project Manager
Cell: 414-397-1998

Pleasant View Pavilion

CONSTRUCTION SCHEDULE
2/17/2020

Franklin Pavilion				February																	March			
4901 W Evergreen St		W	TH	F		M	T	W	TH	F		M	T	W	TH	F		M	T	W	TH	F		M
Franklin, WI		12	13	14		17	18	19	20	21		24	25	26	27	28		2	3	4	5	6		9
Project 2019-3																								
Gutters and Downspouts																								
Drywall									X	X		X												
Pavilion Ceiling and Walls																								
Masonry Clean joints and heads	and floor							X																
Painting													X	X	X	X		X						
Epoxy Paint Floors							H								X									
FRP Panels							E									X								
Ceramic and Vinyl Base							A							X	X									
Hand Dryers							T									X								
Wall Heaters																X								
Door Hardware																X		X						
Access Doors																		X						
Aluminum Doors																								
Over Head Doors							X	X	X	X		X												
S S Counter Tops																X								
Concession Roll Up Door																		X						
Plumbing Fixtures																		X	X	X				
Plumbing in Mechanical Room																				X	X			X
Toilet Compartments																				X	X			
Toilet Accessories																					X	X		
Fire Extinguishers																						X		
Final Inspections																								
Exterior Painting – When ever temperatures allow																								

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 02 Dated: March 3, 2020

PROJECT NAME Pleasant View Pavilion in Pleasant View Park

PROJECT LOCATION 4901 W. Evergreen Street

CONTRACTOR: Ray Stadler Construction Co.

Contract For

Nature of the Changes.
Door hardware and locksets, insulation, and plumbing code changes.

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price $ 544,000

Contract price prior to this Change Order $ 563,117.06

Net Increase resulting from this Change Order $ 6,407.47 (+)

Current contract price including this Change Order $ 569,524.53

Net (Increase/Decrease) in time resulting from this Change Order Increase 96 calendar days

The above changes are Approved by:

Mayor	City Clerk	Contractor:
By: Stephen R. Olson	By: Sandra L. Wesolowski	By:
Date:	Date:	Date:

Director of Finance & Treasurer	City Attorney
By: Paul Rotzenberg	By: Jesse A. Wesolowski
Date:	Date:

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
REPORTS & RECOMMENDATIONS	**RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A FUTURE PRIVATE DRIVEWAY CONNECTION ON THE WEST SIDE OF S. LOVERS LANE (STH 100) FOR 10001 W. CHURCH STREET (TAX ID NO. 795-9999-007)**	ITEM NUMBER G.9.

BACKGROUND

Resolution 91-3564 conditionally approved a "temporary" driveway to S. Lovers Lane (STH 100) for the Anthony Megna / Super America Parcel located on the southwest corner of S. Lovers Lane (STH 100) and W. Church Street. Per the resolution, it was "*in the best interest of the City of Franklin that a temporary driveway be allowed ... and removed when W Allwood Drive is extended and connected to STH 100.*"

Resolution No. 2019-7553, approved a special use for Knollwood Legacy Apartment, five eight-unit multi-family residential apartment buildings (40 units) on a property located just south of the Anthony Megna / Super America parcel. The joint property line would be at the anticipated W. Allwood Drive. This development is proposed to have no connection to S. Lovers Lane but did provide an access easement for the adjacent property to use someday. This parcel is in the process of obtaining all permits and WisDOT is requiring the following:

1. A copy of the CSM for the Knollwood Legacy Apartment development showing the easement for the driveway at the agreed upon location for Allwood Drive. Language is needed on the Knollwood Legacy Apartment CSM that indicates that a private driveway use is allowed in the easement to the benefit of the Megna parcel to the north. If the needed language is not included on the CSM, it will need to be rerecorded.

2. Rescind the City of Franklin resolution regarding the Allwood Drive connection that was adopted on January 8, 1991. This resolution will have to be rescinded or revised to reflect the new agreement regarding the private driveway.

3. A Memorandum of Understanding (MOU) will need to be executed between WisDOT and the City of Franklin describing the conditions under which the current temporary access to WIS 100 (Lovers Lane) for the Super America development (Speedway gas station) on the Megna parcel is to be removed and relocated to the location of the driveway easement where Allwood Drive was to be located.

WisDOT has provided the enclosed draft memorandum of understanding (MOU) for the City's consideration.

ANALYSIS

Staff has reviewed the draft MOU and finds it acceptable.

OPTIONS

A. Agree to the MOU provided by WisDOT: or
B. Give further direction to staff

FISCAL NOTE
No impacts to budgets

COUNCIL ACTION REQUESTED

(Option A) Resolution 2020-_____ a resolution to enter into a memorandum of understanding with the Wisconsin Department of Transportation for the construction of a future private driveway connection on the west side of S. Lovers Lane (STH 100) for 10001 W. Church Street (Tax ID No. 795-9999-007).

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A FUTURE PRIVATE DRIVEWAY CONNECTION ON THE WEST SIDE OF S. LOVERS LANE (STH 100) FOR 10001 W. CHURCH STREET (TAX ID NO. 795-9999-007)

WHEREAS, Resolution 91-3564 conditionally approved a "temporary" driveway to S. Lovers Lane (STH 100) for the Anthony Megna / Super America Parcel (Tax ID No. 795-9999-007) located on the southwest corner of S. Lovers Lane (STH 100) and W. Church Street; and

WHEREAS, the 1991 conditional approval anticipated that Allwood Drive would be constructed to to provide access to the west side of S. Lovers Lane on the southern property line of the Anthony Megna / Super America Parcel; and

WHEREAS, the parcel to the south (Tax ID No. 795-9999-008) was granted a special use in Resolution No. 2019-7553 for Knollwood Legacy Apartment, five eight-unit multi-family residential apartment buildings (40 units) and is being developed without the need for Allwood Drive; and

WHEREAS, the Knollwood Legacy Apartment development is allowing an access easement for the Anthony Megna / Super America Parcel on the shared property line; and

WHEREAS, the Wisconsin Department of Transporttion (WisDOT) is willing to accommodate access for the future development of the Anthony Megna / Super America Parcel provided that Franklin enter in a memorandum of understanding outlining the requirements of future development.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that it would be in the best interest of the City to enter into a memorandum of understanding with the Wisconsin Department of Transportation for the construction of a future private driveway connection on the west side of S. Lovers Lane (STH 100) for 10001 W. Church Street (Tax ID No. 795-9999-007) and therefore the Mayor is hereby authorized to sign the memorandum of understanding on behalf of the City.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020 by Alderman _____.

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 _____

Glen Morrow

From:	Baumann, Art - DOT <Art.Baumann@dot.wi.gov>
Sent:	Thursday, February 6, 2020 3:31 PM
To:	Glen Morrow, William Bodner
Cc:	Elkin, Robert - DOT; Voight, Susan - DOT; Koehnke, Kevin F - DOT, Regulo Martinez-Montilva
Subject:	RE Allwood Drive connection to WIS 100 at Target Access south of Drexel Ave
Attachments:	City of Franklin Allwood Dr Resolution.pdf; TIA 545 Megna Parcel MOU doc

Bill & Glen,
I apologize for the delay in my response to Joel's e-mail below. WisDOT requires additional information and action from the City of Franklin and Bodner Properties before we will be able to sign off on the proposed revisions to our agreement regarding Allwood Drive and the work in right-of-way permit request submitted to WisDOT for the Knollwood Legacy Apartments development.

1. WisDOT requires a copy of the CSM for the Knollwood Legacy Apartment development showing the easement for the driveway at the agreed upon location for Allwood Drive. Language is needed on the CSM that indicates that a private driveway use is allowed in the easement to the benefit of the Megna parcel to the north. If the needed language is not included on the CSM, it will need to be rerecorded.
2. I have attached a copy of the City of Franklin resolution regarding the Allwood Drive connection that was adopted on January 8, 1991. This resolution will have to be rescinded or revised to reflect the new agreement regarding the private driveway.
3. A Memorandum of Understanding (MOU) will need to be executed between WisDOT and the City of Franklin describing the conditions under which the current temporary access to WIS 100 (Lovers Lane) for the Speedway gas station on the Megna parcel is to be removed and relocated to the location of the driveway easement where Allwood Drive was to be located. I have attached a draft MOU for the City's review.

All three of these steps will need to be completed before we can grant the work in right-of-way permit for the Knollwood Legacy Apartment development, so time is of the essence. Please let me know if you have any questions or concerns.

Art Baumann
Traffic Operations Engineer
Art.Baumann@dot.wi.gov
(262) 548-6707

From: Joel Dietl <JDietl@franklinwi.gov>
Sent: Monday, January 06, 2020 2:26 PM
To: Baumann, Art - DOT <Art.Baumann@dot.wi.gov>, Glen Morrow <GMorrow@franklinwi.gov>
Cc: Elkin, Robert - DOT <Robert.Elkin@dot.wi.gov>; Voight, Susan - DOT <Susan.Voight@dot.wi.gov>; Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>; Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Subject: RE: Allwood Drive connection to WIS 100 at Target Access south of Drexel Ave

Art,

Sorry for the delay replying to your email, its been busy here, and FYI, January 15th is my last day working for the City of Franklin. Any additional questions on this matter should be forwarded to Glen Morrow.

I have briefly looked through all of the application materials submitted by Mr. Bodner for this project, and I do not see anything in writing that details what the proposed access easement is for. However, Glen believes that Mr Bodner did indicate (at least verbally) that the easement was for a private driveway to be shared with the property to the north.

However, we have nothing in writing that states that, and we do not have any conditions of approval for the project that require such information to be submitted, approved, recorded, etc.

I would defer any needed resolution or revised resolution regarding the Allwood Drive public roadway and Speedway access to Glen.

Joel Dietl, AICP
Planning Manager
Department of City Development
City of Franklin
9229 W Loomis Road
Franklin, Wisconsin 53132
Phone. 414-425-4024
Email jdietl@franklinwi.gov

Franklin

From: Baumann, Art - DOT <Art.Baumann@dot.wi.gov>
Sent: Tuesday, December 3, 2019 8:51 AM
To: Joel Dietl <JDietl@franklinwi.gov>; Glen Morrow <GMorrow@franklinwi gov>
Cc: Elkin, Robert - DOT <Robert.Elkin@dot wi gov>; Voight, Susan - DOT <Susan.Voight@dot.wi.gov>; Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Subject: RE: Allwood Drive connection to WIS 100 at Target Access south of Drexel Ave

Joe,
I did not review your e-mail below carefully enough the first time and just realized what you had written this morning. The proposed access easement on the Bodner development parcel needs to be able to accommodate a private driveway for the parcel to the north, per my e-mail dated July 24th below, not just for pedestrian access as you stated in your e-mail dated November 11th. If this is not the case, then one of two things will need to happen, the easement language needs to be changed, or no access from the parcels to the north of the Bodner development will be allowed to WIS 100 including the current Speedway driveway. Please advise as to what the intent is regarding the easement and provide a copy to us for review to confirm.

Also, as I stated in my e-mail below, the City of Franklin has a resolution in place regarding the Allwood Drive public roadway. If the City is intending to no longer require this roadway, the resolution will need to be revised and conform with the requirements of my e-mail. What steps are being taken to do this? Finally, how and when is the City intending on having the relocation of the Speedway access occur?

A prompt response is appreciated as we have a permit request in from the Bodner development and approval of that permit is dependent on resolution of the items discussed in this e-mail.

Art Baumann
Traffic Operations Engineer
Art.Baumann@dot.wi gov
(262) 548-6707

From: Joel Dietl <JDietl@franklinwi.gov>
Sent: Monday, November 11, 2019 3:43 PM
To: Glen Morrow <GMorrow@franklinwi.gov>
Cc: Elkin, Robert - DOT <Robert.Elkin@dot.wi.gov>; Voight, Susan - DOT <Susan.Voight@dot.wi.gov>; Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>; Baumann, Art - DOT <Art.Baumann@dot.wi.gov>
Subject: RE: Allwood Drive connection to WIS 100 at Target Access south of Drexel Ave

Art,

Although staff had recommended construction of Allwood Drive to WIS 100 as part of the proposed Bodner apartment development (and I had included your email of 7-24-19 in the packets), Mr. Bodner was opposed to that recommendation, the Plan Commission recommended approval of the project without this connection, and the Common Council approved the project without this connection.

It can be noted that Mr. Bodner has identified in his plans a proposed Access Easement (see attached Site Plan) for pedestrian access to WIS 100 in the future if a pedestrian crosswalk is ever constructed across the highway at this location.

As this is a transportation issue, I would look for Glen and the Engineering Department to take the lead on preparing any resolutions for the Common Council's consideration about a revised agreement for access to WIS 100. But if any Planning Department assistance is needed, just let me know.

Joel Dietl, AICP
Planning Manager
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132
Phone 414-425-4024
Email: jdietl@franklinwi.gov

Franklin

From: Glen Morrow
Sent: Tuesday, November 5, 2019 8:38 PM
To: Joel Dietl <JDietl@franklinwi.gov>
Cc: Elkin, Robert - DOT <Robert.Elkin@dot.wi.gov>; Voight, Susan - DOT <Susan.Voight@dot.wi.gov>; Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>; Baumann, Art - DOT <Art.Baumann@dot.wi.gov>
Subject: Re: Allwood Drive connection to WIS 100 at Target Access south of Drexel Ave

Joel,
Can you provide the detailed answer?
Glen

Glen E. Morrow, PE
City Engineer / Director of Public Works
City of Franklin
9229 W. Loomis Rd.
Franklin, Wi 53132

414-425-7510

On Nov 5, 2019, at 10:03 AM, Baumann, Art - DOT <Art.Baumann@dot.wi gov> wrote:

Glen,
Had the City of Franklin reviewed this request and decided on how they want to proceed?

Art Baumann
Traffic Operations Engineer
Art Baumann@dot wi gov
(262) 548-6707

From: Baumann, Art - DOT
Sent: Wednesday, July 24, 2019 4:03 PM
To: gmorrow@franklinwi gov
Cc: Elkin, Robert - DOT <Robert Elkin@dot.wi gov>; Voight, Susan - DOT <Susan.Voight@dot wi gov>; Koehnke, Kevin F - DOT <Kevin.Koehnke@dot wi gov>
Subject: Allwood Drive connection to WIS 100 at Target Access south of Drexel Ave

Glen,
As we discussed on the phone today, currently WisDOT and the City of Franklin have an agreement in place that requires the construction of Allwood Drive from WIS 100 west to Scepter Drive with the development of the adjacent land. This agreement is supported by City of Franklin resolutions in which I have previously given you the numbers by phone. With the construction of Allwood Drive, the Speedway access to WIS 100 is to be eliminated and their access is to be relocated to Allwood Drive.

Mr. Bill Bodner is proposing to develop a multi-family site on the parcel that would be south of Allwood Drive. He has stated that he only wants access to Scepter and is requesting that we remove the requirement to construct Allwood Drive. WisDOT is willing to consider Mr. Bodner's request if the City of Franklin agrees and enacts the appropriate resolutions to support a revised agreement. WisDOT is willing to allow for the removal of the construction of Allwood Drive if the following occurs:

- No access to WIS 100 is allowed for Mr. Bodner's development, it shall be from Scepter Drive
- All land north of the proposed Allwood Drive access is limited to a private driveway opposite of the Target Driveway
- The current Speedway Gas Station driveway to WIS 100 is removed and relocated to the new private driveway opposite Target

Please review with the appropriate City staff and let me know how the City would like to proceed.

Art Baumann
Traffic Operations Engineer
Art Baumann@dot wi gov
(262) 548-6707

<Allwood Drive Option.pdf>

STATE OF WISCONSIN :: CITY OF FRANKLIN :: MILWAUKEE COUNTY

RESOLUTION NO. 91-3564

A RESOLUTION CONDITIONALLY APPROVING THE INSTALLATION OF A TEMPORARY DRIVEWAY TO S.T.H. 100 (S. LOVERS LANE ROAD) FOR THE ANTHONY MEGNA/SUPER AMERICA PARCEL LOCATED ON THE S.W. CORNER OF S.T.H. 100 AND W. CHURCH STREET

- -

WHEREAS, on September 3, 1985, the Common Council of the City of Franklin adopted Resolution No. 85-2607 upon the petition of Anthony Megna for the special use for the construction, location and operation of an automobile gasoline self-service dispensing facility on the described parcel of land situation in the Southwest One-Quarter (1/4) of Section 8, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin to-wit:

Parcel 1, Certified Survey Map No. 3990
Tax Key No. 795-9999-007; and,

WHEREAS, on July 3, 1990, the Common Council of the City of Franklin adopted Resolution No. 90-3499 which amended Resolution No. 85-2607 by deleting item 10 and substituting, therefore, the following:

10. Vehicular access to S.T.H. 100 (S. Lovers Lane Road) is allowed subject to State Department of Transportation approval.

WHEREAS, the Wisconsin Department of Transportation in a letter dated May 31, 1990, has requested that in order for Anthony Megna/Super America to receive a temporary driveway, the City of Franklin must agree to certain conditions:

WHEREAS, it is in the best interest of the City of Franklin that a temporary driveway be allowed at this time and removed when W. Allwood Drive is extended and connected to S.T.H. 100.

NOW, THEREFORE BE IT RESOLVED that the City of Franklin hereby accepts the following conditions as requested by the Wisconsin Department of Transportation:

1. That the proposed driveway off S.T.H. 100 to service the Super America development located on Parcel 1 of Certified Survey Map No. 3990 be temporary and shall be removed by the City of Franklin at the time W. Allwood Drive is extended to connect with S.T.H. 100.

2. That the City shall restrict any lateral access to the temporary driveway within 150 feet of the edge of pavement of S.T.H. 100.

3. That the City acknowledge the West side of S.T.H. 100 between W. Church Street and a point 1600 feet south of W. Church St. has only one access which includes the extension of W. Allwood Dr.

4. That the City recognizes that the temporary access from the Super America development to S.T.H. 100 located approximately 350 feet south of W. Church St. will not have a median crossover.

5. That the adoption of Resolution 90-3499 has removed condition Number 10 from the Special Use which restricted access to S.T.H. 100.

BE IT FURTHER RESOLVED that the Business Administrator is instructed to forward this resolution to the proper State officials.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this 8th day of January, 1991, by Alderman Evenson.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 8th day of January, 1991.

APPROVED:

Frederick F. Klimetz, Mayor

ATTEST:

James C. Payne
Business Administrator/Clerk

AYES 6
NOES 0
ABSENT 0

DRAFT
Memorandum of Understanding
between
THE CITY OF FRANKLIN,
and
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

This memorandum summarizes an agreement between the City of Franklin (City) and the Wisconsin Department of Transportation (State) for the construction of a future private driveway connection to the west side of WIS 100 (Lovers Lane) at the previously agreed upon location for Allwood Drive approximately 970 feet to the south of the Drexel Avenue/Church Drive intersection WIS 100 to accommodate the future build out of the current Megna Living Trust Parcel (Tax Parcel #7959999007).

I. GENERAL

A. The State reserves the right to enact additional conditions or require additional improvements if the single-family residence use is proposed to be changed on any parcel within the development limits.
B. Nothing in this memorandum of understanding (MOU) shall limit or otherwise affect the sovereign immunity of the State of Wisconsin or the City of Franklin.
C. This MOU shall not be construed to create third-party beneficiaries, nor to create a partnership between the City and State.
D. This MOU contains the entire agreement between the parties; all prior negotiations and discussions have been merged into and are superseded by this MOU.
E. This MOU may be signed in counterparts.
F. The alteration of highway features is a police power and does not entitle any person, public or private, to any damages or compensation for such work. This MOU shall not be construed to create in any person a property interest in a median opening or any other feature within WisDOT's highway.
G. Nothing in this MOU referencing costs that could be or will be incurred by the City is intended to limit the City's ability to pass those costs on to land owners or developers through development agreements, zoning approvals, special assessments, impact fees, and/or any other lawful method.

II. CITY RESPONSIBILITIES:

A. Require the preparation and submittal of a traffic impact analysis (TIA), if requested by WisDOT, in accordance with State Guidelines prior to any further development/redevelopment on the Megna Living Trust Parcel and require implementation of the improvements on all roadways under State jurisdiction described in the future State response letter.
B. Provide all necessary right-of-way and all necessary temporary limited easements required to install all the improvements defined for the future development.
C. Require the current temporary access to WIS 100 approximately 360 feet south of the Drexel Avenue/Church Street intersection serving the Megan Living Trust Parcel be removed and relocated to the previously agreed upon location for Allwood Drive

approximately 970 feet south of the Drexel Avenue/Church Street intersection when one of the following occurs:

a The current Speedway gas station site is redeveloped.
b. The Megna Living Trust Parcel is proposed to be subdivided
c. Additional development is proposed for the Megna Living Trust Parcel

III. STATE RESPONSIBILITIES:

A. Review and issue necessary permits to the City for the required improvements within State right-of-way. All permit work shall conform to the guidance and standards of the State's Facilities Development Manual (FDM).
B. Review any required land divisions and approve those meeting requirements of State Statutes.
C. Review any future updated TIA(s), if required, for the Megna Living Trust Parcel development and accept those that are technically correct.

This MOU takes effect on the date of signing by both parties and this MOU shall remain in effect and inure to the benefit of the parties and respective successors until the parties have met their obligations in this MOU or until otherwise agreed to in writing by the parties.

City of Franklin

By: _____

Title: _____

Date: _____

Wisconsin Department of Transportation

By: _____

Title: _____

Date: _____

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
REPORTS & RECOMMENDATIONS	DIRECTION TO STAFF FOR WISDOT PROJECT ON S. LOVERS LANE (U.S. 45 / STH 100) FROM W. RAWSON AVENUE TO W. COLLEGE AVENUE	ITEM NUMBER G.10.

BACKGROUND

This item appeared on the February 17, 2020, agenda as item G.15 and was tabled to allow the Aldermen the opportunity to attend a public information meeting held by the Wisconsin Department of Transportation (WisDOT) on February 27, 2020.

COUNCIL ACTION REQUESTED

Give direction to staff concerning stock pile issue, context sensitive solution elements, sidewalks, crosswalks and any other issues concerning the WisDOT project S. Lovers Lane (U.S. 45 / STH 100) from W. Rawson Avenue to W. College Avenue.

Engineering: GEM

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE February 17, 2020
REPORTS & COMMENDATIONS	DIRECTION TO STAFF FOR WISDOT PROJECT ON S. LOVERS LANE (U.S. 45 / STH 100) FROM W. RAWSON AVENUE TO W. COLLEGE AVENUE	ITEM NUMBER G.15.

BACKGROUND

The Wisconsin Department of Transportation (WisDOT) is planning to reconstruct S. Lovers Lane (U.S. 45 / STH 100) from W. Rawson Avenue to W. College Avenue. This will essentially extend the "Hales Corners" project further south.

Anticipated construction is scheduled for 2025. WisDOT is holding a public information meeting on February 27, 2020, from 5:00 to 7:00 p.m. in the library of the Franklin High School. All public is encouraged to attend and learn about some significant changes that are being considered. The significant changes include:

- West Service (Frontage) Road (6991S. Lovers Lane Road). The south access would be closed with a cul-de-sac.
- East Service (Frontage) Road between S. Phyllis Lane and W. Herda Place (6910-7042 S. Lovers Lane). The current WisDOT plans would change this road from two-way to one-way to minimize impacts to property acquisition for the affected properties. Staff has recommended that the one-way be designated as south-bound to minimize T-bone collisions that would occur at W. Herda Place if cars leaving these properties were to want to go south on S. Lovers Lane and there would be a blind spot while trying to make a U-turn.
- W. Cortez Circle / W. Cortez Road. No left turns from the side streets will be allowed. WisDOT will collect new traffic counts in March to confirm decision.
- W. Cortez Circle North / S. Prairie Wood. No left turns from the side streets will be allowed because the median will be closed to accommodate left turn queuing at W. Speedway Drive.
- Venture Drive. No left turns will be allowed because the median will be closed to accommodate left turn queuing at S. Whitnall Edge Road.

Current aerials with some Staff markups are provided. WisDOT is still creating the concept drawings that will be available at the meeting on the 27th.

ANALYSIS

WisDOT Staff has been meeting with City Staff and need some direction on some issues during this planning phase. Many of these decisions will have impacts on future City budgets. The sooner decisions can be finalized, the sooner WisDOT can provide budget numbers for the City.

Stock Pile Issue: Does Franklin have any suggested restrictions on height of stored materials? WisDOT allows contractors to store materials in the work zone. In Hales Corners, the contractor removed concrete pavement, crushed it, then temporarily placed it in the median. There were many complaints from businesses who felt that the stored materials blocked their visibility to adjacent traffic. Since Franklin businesses are set back further from the road, this may not be an issue in Franklin. Restricting stored materials in the work zone will cause increased traffic for materials to be removed and brought back. This extra effort will also require extra construction time for the contractor to remove and replace materials. WisDOT would like Franklin's input on desired stock pile restrictions, if any.

Context Sensitive Solutions (CSS): From WisDOT commitments in 2010 and 2014, there is a maximum of $371,500 (3% of construction costs) of CSS funds available to Franklin for road amenities such as benches, lighting, signage, etc. (but not including sidewalks). Staff needs direction on what amenities the Common

Council desires. These elements will be placed in the WisDOT plans and depending on the element, Franklin may be responsible for a portion or all of the increased project costs. For example, there is a 50/50 cost share split for new lighting systems (if not a system then 100% local cost). Costs for decorative lights above a standard light pole are 100% local cost. CSS funds can be used for the decorative upgrade. Once Staff is given direction on what the Common Council would like to see in this corridor, estimates for Franklin budgets can created. Attached are some suggested items provided in the recent re-branding efforts.

Sidewalks: The preliminary plans include sidewalks. There is no cost for sidewalks as part of this reconstruction project. The City would have to sign a maintenance agreement for the sidewalks which could be delegated to the residents as other sidewalks in front of properties are delegated. Staff would like confirmation that sidewalks on both sides of the road are desirable.

Crosswalks: WisDOT will own and maintain pedestrian crosswalks at signal intersections (W. College Avenue and W. Speedway Drive). If the City would like additional crosswalks at non-signalized intersections, the City would be responsible for the ownership and maintenance of such crosswalks forever. Staff would like confirmation that additional crosswalks are not needed.

The Board of Public Works met on February 11 and provided some additional comments for the Common Council's consideration:

- Contractor should be allowed to store any materials in the right of way to facilitate getting the project done at the earliest possible timeframe.
- Branding Signs should be heavily considered.
- CSS amenities might consider electronic signage.
- The inability to turn left from the Cortez roads is troublesome.
- WisDOT should have strict standards for contractor's dust control.

OPTIONS

A. Give direction to staff on all or some of the above issues: or
B. Table discussion until after the February 27, 2020, WisDOT public information meeting. Aldermen are encouraged to discuss the issues directly with WisDOT representatives

FISCAL NOTE

All items will be earmarked for a future budget. Some items may be paid for from various non-highway and capital improvement funds- such as the room tax. Some items may be assessed to benefited property owners.

COUNCIL ACTION REQUESTED

(Option B) Give direction to staff concerning stock pile issue, context sensitive solution elements, sidewalks, and crosswalks on or after the February 27, 2020, WisDOT public information meeting.

Engineering: GEM

Division of Transportation System Development
Southeast Region
141 N W Barstow Street
P O. Box 798
Waukesha, WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Phone (262) 548-5902
FAX (262) 548-5662
Email ser dtsd@dot.wi gov

February 5, 2020

Name
Title
Business Name
Street
PO Box
City State Zip

Greetings,

Project ID. 2040-14-00/70
US 45 / Rawson Avenue to College Avenue
Milwaukee County

Please join us for a Public Involvement Meeting to discuss proposed improvements to US 45 (Lovers Lane) from Rawson Avenue to College Avenue, in Milwaukee County.

The meeting is scheduled for Thursday, February 27th, 2020, from 5.00 p.m. to 7.00 p.m., at the Franklin High School located at 8222 South 51st Street, Franklin, WI 53132. Come any time as the meeting is an open house with no formal presentation. The meeting will take place in the Library Media Center, please use the main entrance.

The objective of the meeting is to discuss the current scope of work, staging, traffic management and to gather input for this north/south arterial.

The improvement project is currently scheduled to begin in 2025

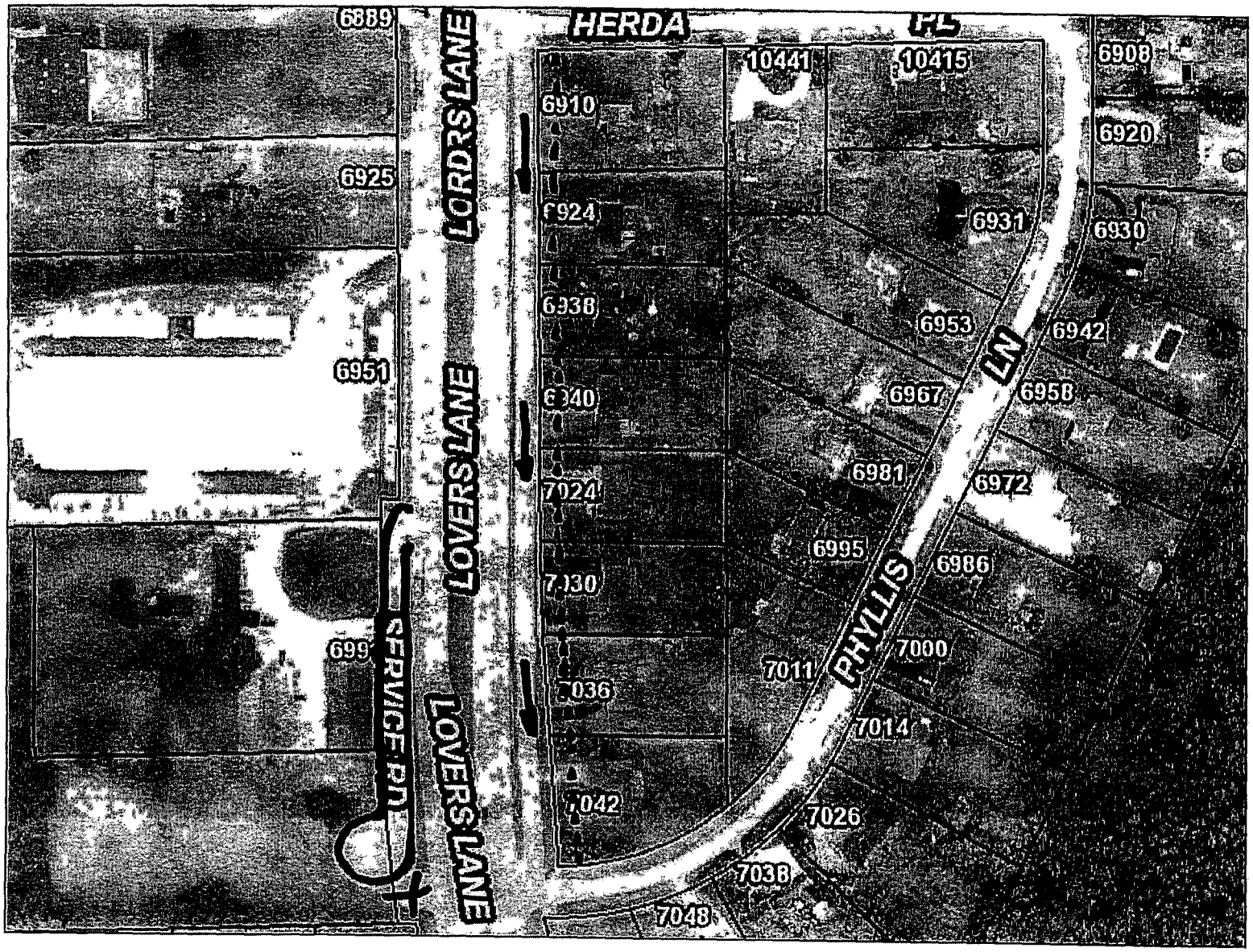
We look forward to working with you on this transportation investment. If you have any questions, or if you cannot attend the meeting, but would like to find out more about the project, please contact me at (262) 548-5603 or douglas cain@dot wi gov.

Sincerely,

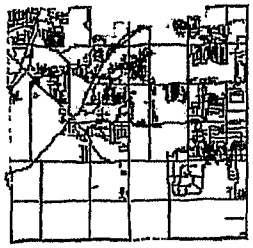
Douglas A. Cain

Douglas A Cain, P E
WisDOT Project Manager

Franklin Public Property Viewer



Overview Map



- Aldermanic District
- Building
- City Boundary
- Condo
- CSM
- Easement
- Elementary District
- Environmental Corridor
- FEMA DFIRM Flood - Zone A
- FEMA DFIRM Flood - Zone AE
- FEMA - 0.2% Annual Chance
- Parcel
- Park
- Pavement
- County or State Hwy
- Local Road
- Road Right-of-Way
- School District
- Wetland

Zoning Districts

A-1	FFO	R-2
A-2	FW	R-3
B-1	I-1	R-3E
B-2	I-I	R-4
B-3	M-1	R-5
B-4	M-2	R-6
B-5	M-3	R-7
B-6	OL-1	R-8
B-7	OL-2	RC-1
BP	P-1	VB
CC	PDD	VR
C-1	R-1	
FC	R-1E	

Legend includes all layers even if they are not visible in the map

(C) City of Franklin, WI

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9229 W. Loomis Rd. Franklin, WI 53132
www.frank[illegible]i.gov

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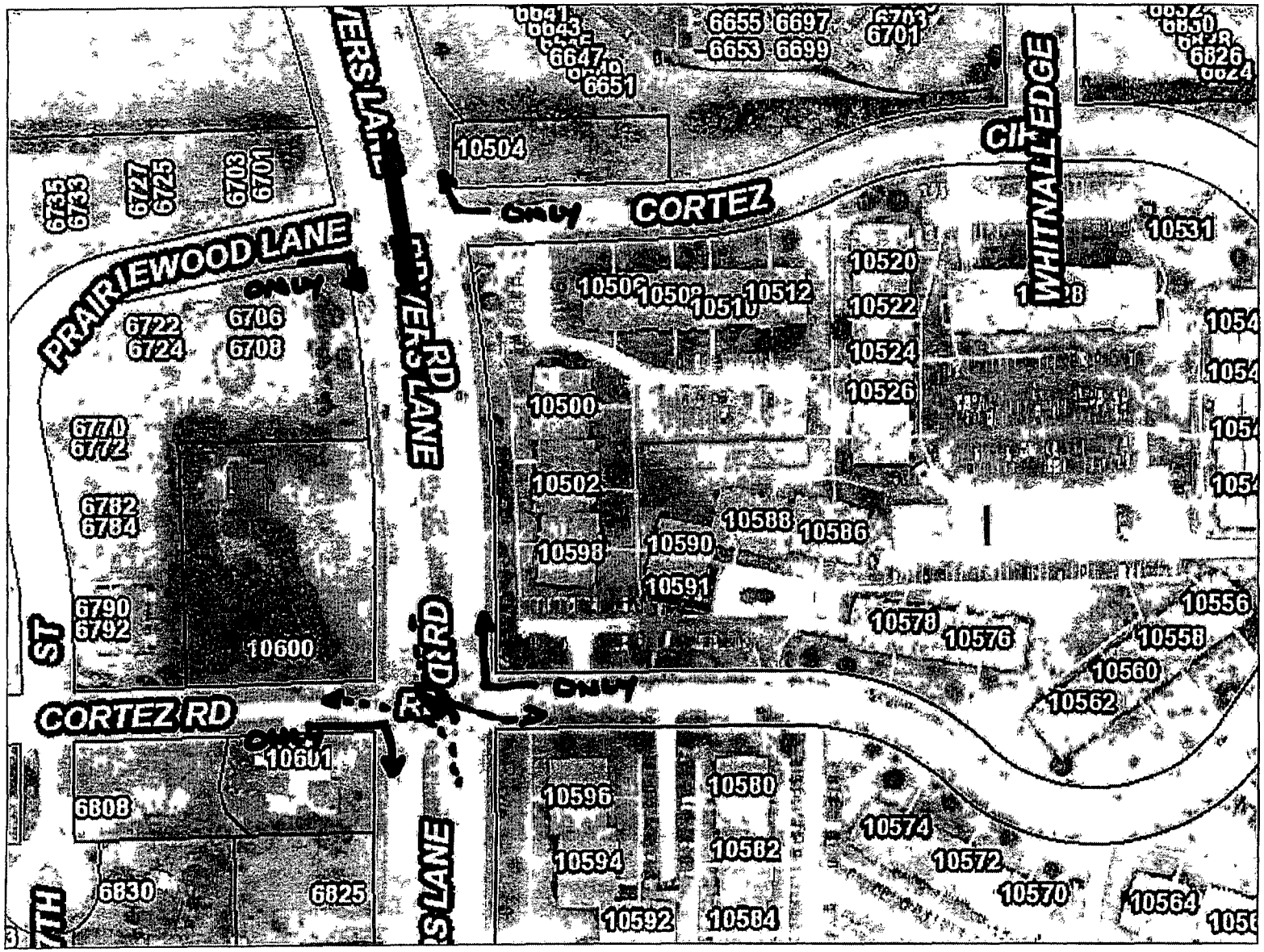
Franklin Public Property V er



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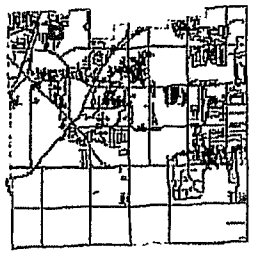

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B-4	M-2	R-6
B-5	M-3	R-7
B-6	OL-1	R-8
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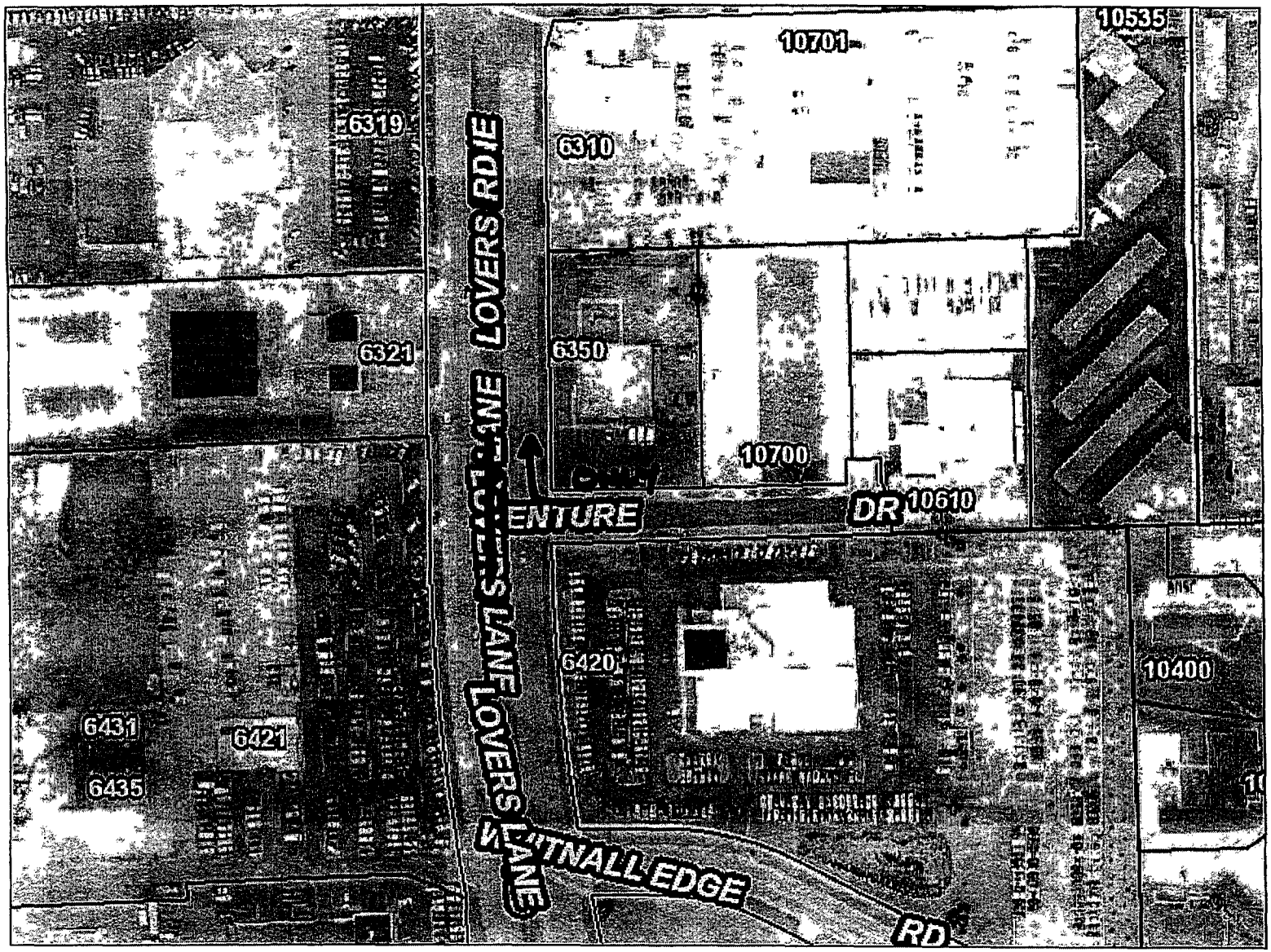
Franklin Public Property Viewer



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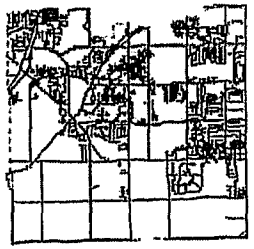

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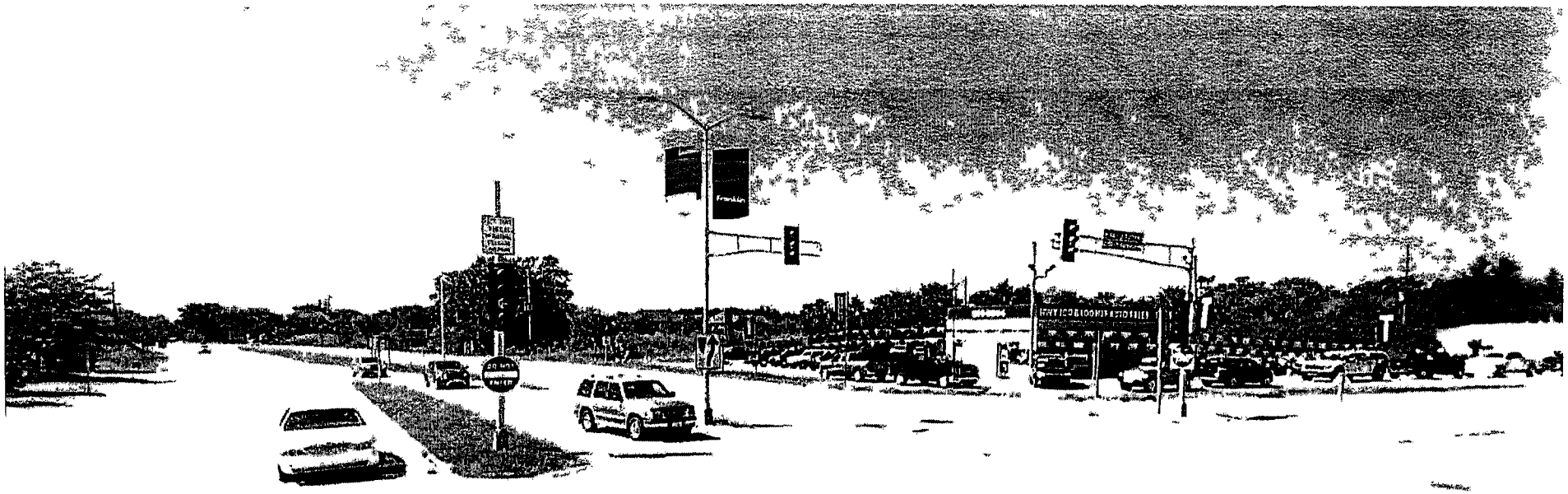

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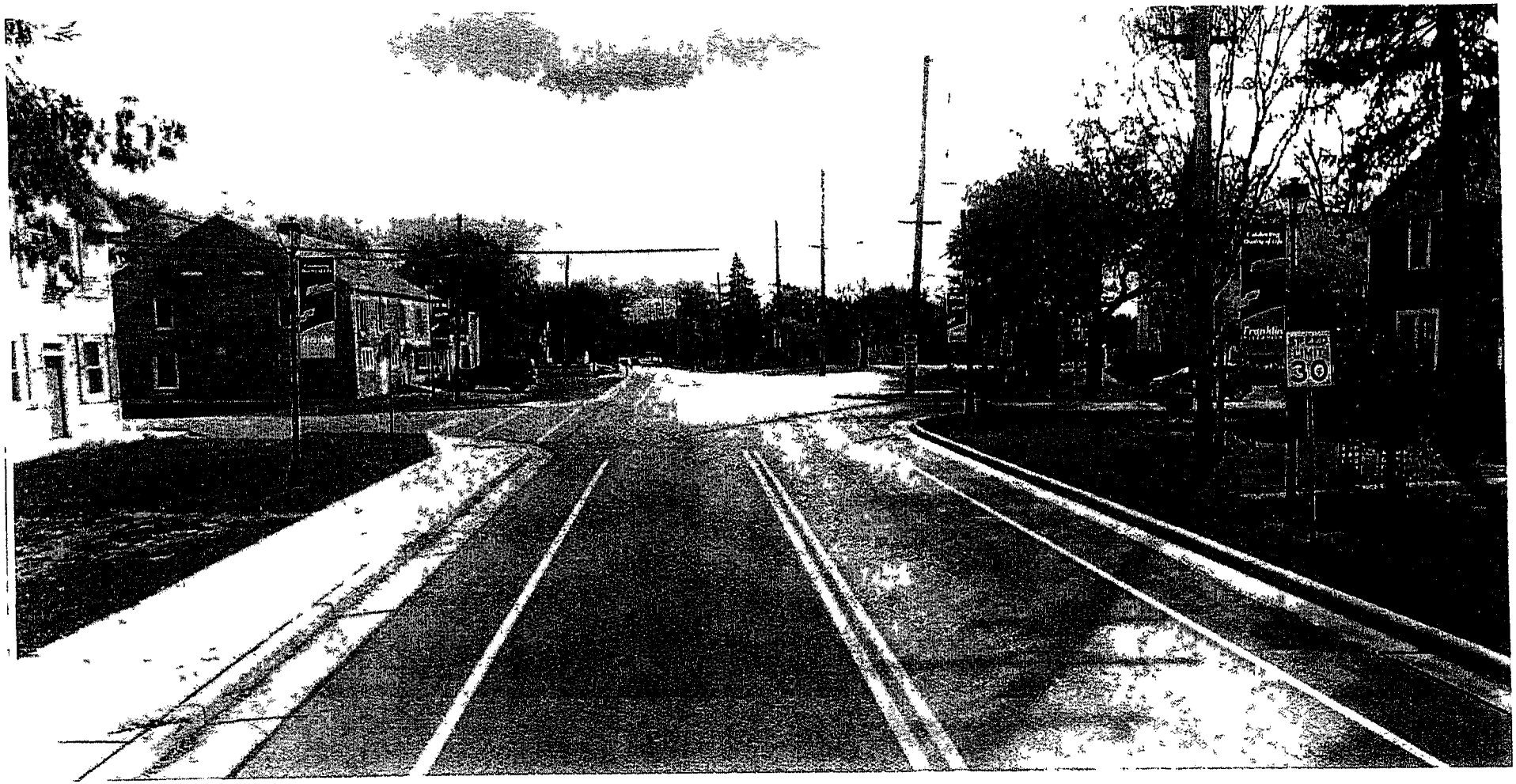

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO CARRYFORWARD A $20,000 APPROPRIATION FOR A CONCEPT DESIGN FOR PUBLIC WORKS FACILITY IMPROVEMENTS	ITEM NUMBER G.11.

Background

The 2020 Mayor's Recommended Budget included a provision for the expenditure of $20,000 for concept design work on the Public Works facility improvements. That work was not completed in 2019 as anticipated, and the $20,000 then became part of the year end fund balance.

Analysis

The opening 2020 Capital Improvement Fund balance includes $20,000 for this concept design work.

Recommendation

Staff recommends the attached 2020 budget amendment to carryforward the unused 2019 Capital Improvement Funds to the 2020 Capital Improvement fund.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2019-2398, an ordinance adopting the 2020 annual budgets for the Capital Improvement Fund to carryforward a $20,000 appropriation for a concept design for public works facility improvements

Roll Call Vote Required

Finance Dept - Paul

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 CAPITAL IMPROVEMENT FUND TO CARRYFORWARD A $20,000 APPROPRIATION FOR A CONCEPT DESIGN FOR PUBLIC WORKS FACILITY IMPROVEMENTS

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 2020 Budget anticipated that $20,000 would have been expended in 2019 to complete a concept design for improvements to the Public Works facility; and

WHEREAS, that concept design project was not contracted for in 2019 such that the funds remain in the Capital Improvement Fund balance as of January 1, 2020; and

WHEREAS, the Common Council believes it in the best interest of the City to complete a concept design for improvements to the Public Works facilities.

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

Section 1 That a 2020 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund

Highway	Professional Fees	Increase	$20,000

Section 2 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____

APPROVAL SLW	REQUEST FOR COUNCIL ACTION	MEETING DATE March 3, 2020
REPORTS & RECOMMENDATIONS	**RESOLUTION FOR A PROFESSIONAL SERVICE AGREEMENT WITH (BARRIENTOS DESIGN AND CONSULTING, INC. OR GRAEF-USA INC.) FOR A PHASE 1- NEEDS ANALYSIS AND CONCEPT DESIGN ON DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS (7979 W. RYAN ROAD) FOR ($15,892 OR $20,000)**	ITEM NUMBER G.12.

BACKGROUND

The Department of Public Works (DPW) currently over-parks equipment within the drive aisles of the existing DPW building and keeps many other pieces of equipment outside. Other storage and activities are performed in inadequate facilities- such as the sign shop There is a need for an expansion to the existing DPW building or adding another heated structure behind the current building. However, Staff does not have a good budget for construction and needs some assistance on programming the ultimate needs and determining a budget.

This item was brought to the September 3, 2019, Common Council meeting:

NEEDS ANALYSIS AND CONCEPT DESIGN ON DPW FACILITY IMPROVEMENTS (7979 W. RYAN RD)

G 11 Alderman Dandrea moved to refer to staff a Resolution for a Professional Service Agreement with GRAEF for a Phase 1 – Needs Analysis and Concept Design on Department of Public Works Facility Improvements (7979 W Ryan Road) for $20,000 Seconded by Alderman Barber All voted Aye, motion carried

In the meantime, Staff discussed this project with another consultant who specializes in these types of facilities and are offering Barrientos Design and Consulting, Inc. to the Common Council as a preferred alternative.

ANALYSIS

This needs analysis is necessary for preparation of a capital improvement plan (CIP) that is anticipated to be developed in the latter part of 2020.

Staff has met with two qualified firms to discuss a scope of services that would meet the needs of the DPW.

- Barrientos Design & Consulting is a local architectural firm that has an extensive resume and knowledge of municipal garage facilities. They have a lump sum proposal for $15,892.
- GRAEF has experience in performing needs analyses for other municipal DPW operations and has an existing working relationship with Franklin. They have a lump sum proposal for $20,000.

An excerpt of both proposals is attached for the Common Council's review and the full proposals are provided in separate cover. The public may view the complete proposals in the engineering office during normal work hours.

OPTIONS

A. Authorize (Barrientos or GRAEF) to proceed with a needs analysis and concept design for DPW, or

B. Refer back to Staff with additional direction.

FISCAL NOTE

This work was anticipated in 2019 and funds have been carried over for expenditure in 2020

COUNCIL ACTION REQUESTED

(OPTION A) Resolution 2020-_____ a resolution for a professional service agreement with (Barrientos Design and Consulting, Inc. or GRAEF-USA Inc.) for a Phase 1- Needs Analysis and Concept Design on Department of Public Works facility improvements (7979 W. Ryan Road) for ($15,892 or $20,000).

Engineering· GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION FOR A PROFESSIONAL SERVICE AGREEMENT WITH (BARRIENTOS DESIGN AND CONSULTING, INC. OR GRAEF-USA INC.) FOR A PHASE 1- NEEDS ANALYSIS AND CONCEPT DESIGN ON DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS (7979 W. RYAN ROAD) FOR ($15,892 OR $20,000)

WHEREAS, the City of Franklin Department of Public Works (DPW) has outgrown the existing facilities at 7979 W. Ryan Road where equipment storage and operations are occurring outdoors or in inadequate facilities; and

WHEREAS, DPW Staff needs assistance in determining ultimate needs and budgeting for an adequate expansion or new construction; and

WHEREAS, (Barrientos or GRAEF) is a qualified architectural/engineering firm that has experience providing similar services for other municipal DPW operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that (Barrientos Design and Consulting, Inc. or GRAEF- USA Inc.) be authorized a notice to proceed on a professional service agreement for a Phase 1- Needs Analysis and Concept Design on the Department of Public Works facility improvements for ($15,892 or $20,000).

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

_____
Stephen R. Olson, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN
PUBLIC WORKS GARAGE
PHASE 1 NEEDS ANALYSIS & CONCEPT DESIGN

DESIGN SERVICES PROPOSAL

January 24, 2020

BARRIENTOS
design & consulting

205 W. Highland Avenue, Suite 303, Milwaukee, WI 53203
414.271.1812 • www.barrientosdesign.com

BARRIENTOS

January 24, 2020

Mr. Glenn Morrow
City Engineer/Director Public Works/Utilities Manager
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

RE: Phase 1- Needs Analysis and Concept Design on Department of Public Works facility improvements
Architectural/Engineering Service Proposal

Dear Glenn,

Barrientos Design & Consulting is pleased to present this proposal of architectural and engineering services for architectural and engineering services for a Phase 1 Needs Analysis and Concept Design of the existing Public Works Garage.

Barrientos Design visited the existing Ryan Road site for a tour of the shops, crew areas, offices, storage and yard facilities. From this visit we have developed an initial assessment of what are the key operational objectives that need to be achieved with the planning process. These mainly are related to providing sufficient space to house all the fleet, heavy equipment, repair equipment, parts storage, bulk storage along with sufficient yard space to properly circulate around all the yard functions and work with existing building assets.

Barrientos Design has specialized experience with the planning and design of Public Works Garages making us national experts with equipment repair shops, vehicle parking, parts and bulk storage, crew support, field supervision offices, and yard facilities

Barrientos Design's leadership in this area is demonstrated by our many technical presentations delivered to professional associations such as the APWA and NACE. Recently, Barrientos Design spoke at 2019 APWA National Conference where we conducted a seminar on the design principles of Highway Garages.

QUALIFICATIONS

Barrientos Design's Garage design experience covers all of Wisconsin including municipalities in the Milwaukee area. Our built projects include the following Garages:

- Sun Prairie Fleet Repair Garage: cost: $4.3 million
- Polk Central Highway Garage, cost: $12.5 million
- New Berlin Utilities Garage, cost: $4 million.
- Sun Prairie Central Services Garage: $6.2 million
- Calumet Central Highway Garage, cost: $9.2 million
- Oconomowoc Utilities Garage, cost $3.6 million
- Vernon Central Highway Garage, Cost: $8.7 million.
- Jefferson Central Highway Garage, cost $15.4 million.
- LaCrosse Satellite Highway Garage, cost $6 million
- Campbellsport Satellite Garage
- Manitowoc Central Highway Garage
- Door County Central Highway Garage
- Menominee Central Highway Garage
- Fond du Lac County Campbellsport Satellite Garage
- Milwaukee County, North Highway Shop
- Greenleaf Satellite Shop

All of these newly constructed facilities operate efficiently for the respective municipalities, with the construction costs coming in on budget.

We have also conducted numerous space needs, renovation and new site selection efforts for the following:

- City of Pewaukee Public Works Garage
- City of West Allis Public Works Garage
- Fox Point Village Public Works Garage
- Cudahy Village Public Works Garage
- Verona Public Works Garage
- Wausau Public Works Garage
- Bellevue Village Public Works
- City of Clintonville Public Works
- Janesville Municipal Garage
- Sauk County Highway Garage
- Kewaunee County, Central Highway Garage
- Houston County, MN, Central Highway Garage

From this extensive design and construction experience we can readily develop the specifications, schedules and estimate the costs with accuracy, speed and confidence. We also bring to the table industry best practices seen from other Shops and we will evaluate their appropriateness for the City of Franklin.

BARRIENTOS

For all of our Garages, we have met the construction budget, the design and construction schedules, completed government permitting, presented to the elected officials and assisted in obtaining funding approvals. When you retain Barrientos Design, you take on a partner with demonstrated successes in shepherding this significant investment toward a positive outcome.

TEAM LEADER

Our team leader will be Norman Barrientos, AIA, an architect with 37 years of experience focused on industrial, infrastructure and public buildings. He will communicate clearly and regularly with the City of Franklin with monthly status updates, decision documentation and concise reports on the condition of the buildings.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.

Norman Barrientos, AIA, LEED AP, President

BARRIENTOS

PROJECT APPROACH

For the expansion of the Franklin Public Works facility, our design process will be thorough, deep and cognizant of what today's best industry practices are for Shops and Garages. More importantly, we are here to serve Franklin and help you create the best Public Works Garage possible for your long-term use. This will be your project and our team will educate, involve and inform the City on your most beneficial options and outcomes.

For the task of Facility Programming, we understand that design is more than just about sizing the building. This planning effort needs to support and enhance the operational mission of the Public Works Department. We will start with documenting your operational mission, functional goals, staffing organization, vehicle composition, shop practices, parts inventory and controls and needs for security.

We will engage your staff at the Director, Superintendent, and foremen level for a 360 degree assessment of how operations best flow throughout the day. Once these broad operational issues are defined we will intake, document and tabulate the key facility design criteria that support your mission and goals for a streamlined operation.

In the end, our planning goal will be to deliver to the City, a building and site plan that supports daily operations, captures the flow and sequence of activities, provides space that is right-sized, configured for time-efficient operations, and allows for the flexibility of change and growth. Moreover, we will pinpoint where the functions can be best grouped to share common building resources and logical workflow adjacencies.

Operationally, we will first focus on the fleet and how that equipment can be best stored, accessed and maintained throughout daily operations. Following the sequence of events that occur from the start of morning staging to the loading of field equipment and then on the return of the day for unloading, washing and fueling, will provide us the essential traffic patterns needed.

The next essential element of the facility will be asset control: storage locations, loading, shelving, distribution, and proper storage environments. Large amounts of material flow in and out of yard so lining up the sequence of material movement will be documented by our team during Pre-Design. The provision for secured and personal protection equipment items will be essential to control inventory along with convenient distribution to the staff.

BARRIENTOS

Maintenance and preparation of the vehicles is a major and ongoing activity at shops and we will review with the staff, the best methods and practices to achieve this. From truck washing, parts washing, hydraulic hose checks, the attachment of implements, and tire pressure checking all are part of an operator's daily activity. For the mechanics on site, the selection and layout of lifts, overhead cranes, bulk-fluid reels, welders and exhaust systems are key to their ability to turn-over repair items efficiently.

The organizational breakdown of the Public Works staff to be located here, will be explored as to how they are grouped, where they travel throughout the building and the site during the day, who supervises them and what other groups they frequently interact with.

In a Garage environment, worker health and safety is paramount. The interior environment will be designed with clear walking passages, high levels of task lighting (natural and artificial), frequent air changes, slip resistant flooring, tie-off hooks where there is climbing involved, and locker / restroom facilities that offer privacy, storage for all assigned personal gear, and ADA accessibility.

Providing well-conceived and timely design options for the City to consider will be an important to the success of this project. Barrientos Design is well positioned to make these planning adjustments quickly without changing the design schedule due to our familiarity with your project and this building type.

BARRIENTOS

KEY TECHNICAL ISSUES

Over our 30 years of experience of design 60 Garage projects, Barrientos Design has developed 7 core principles that make for a highly effective DPW facility. These are in summary:

All design decision we will make on this Garage will revolve around supporting these design principles, which in turn enhance your DPW operations. Key design decision and features will be as follows:

1. **Robustly defining** your facility needs will establish a clear pathway to a well-designed Garage specific to Franklin's needs.
2. **Workflow efficiency** captures the daily sequence of work activities as they come onto the site, circulate through the buildings and yards, and then exit. This will also involve selecting and laying the proper equipment complements to undertake vehicle repair, parking, part storage and bulk loading.
3. **Worker Productivity** and their safety are paramount for ergonomic support, task productivity, regulatory compliance and leverage their abilities to perform tasks quickly
4. **Asset control** and security are necessary to monitor the million dollars' worth of fleet, parts and bulk items stored at DPW facilities. This involves a controlled flow of activities from vendor delivery, loading, stocking, inventorying, distribution and collection.
5. **Supervision and communication** lines of sight must be maintained so the few supervisory staff can stay in touch in sight of personnel.
6. **Performance** of the building to last 70 years and while incorporating sustainable design practices.
7. **Future trends** integration involves staying on top of shifting technology, demographic, governmental and management trends that will affect your Garage for decades to come.

BARRIENTOS

PROJECT SCOPE

The Phase 1 effort will set forth the design criteria and expansion concepts for the existing Public Works Garage and Yard.

The design criteria to be established includes; assigned staff and population of each room, vehicles stall assignments, spatial needs and configuration of each room, fixed equipment identification and locations, relationship and adjacency requirements, circulation patterns for vehicles and pedestrians, height and width clearances, architectural finish requirements, interior environmental needs including HVAC, power and lighting, general security needs and major building codes affecting the design.

Moreover, the program will identify the seasonal changes and how this affects facility usage, describe Yard functions and determine cold storage space requirements.

TASKS 1 – SPACE NEEDS ASSESSMENT

The space needs assessment will quantify the amount of space needed for each room along with key architectural criteria such as heights, clearances and major equipment needs. For Yard functions will look at bulk storage, parking, salting, fueling and stockpiling operations.

1. Interview key City staff on the operations of parking, repairs, storage, staff support and Yard functions.
2. Onsite, observe the flow of shop operations, vehicles, material and personnel. Recommend the best relationship network the rooms should have to each other.
3. Intake facility data on: fleet composition, rolling stock, major fixed equipment, parts and bulk storage, mechanics, and operators.
4. Identify the optimal number of parking stalls, repair bays and bulk storage areas needed.
5. Project out what growth or changes are expected in the fleet, staff and material over the next ten years.
6. Develop an Optimal Room Program that identifies the needed space and configuration for the room. Compare recommended square feet against existing square feet and identify increases in SF.
7. Create a summary of facility deficiencies beyond square feet that cover: ceiling heights, door clearance, drive aisle clearances, equipment needs and accessibility of equipment and parts.

8. Develop a written facility program detailing the architectural needs of each major function.
9. Create a to-scale plan diagram reflecting the optimal room program sizes and relationships. Compare this diagram against the current building and Yard layout.

TASK 2 – CONCEPTUAL DESIGN

With the optimal rooms sizes established, the Architect will develop layout options at the Ryan Road site that meet current and future facility needs. Specific tasks include:

1) Establishing a base map of the buildings and site layout. Data will be gathered from public GIS maps.
2) An initial site assessment will be undertaken that reviews and diagrams out: parcel lines, curb-cuts, adjacent roadways, existing building footprints, adjacent land uses, topography, drainage patterns, utility locations, soil types and zoning ordinances.
3) Creation of building expansion and site plan arrangements. Up to four layouts will be created. Options will be developed to a diagrammatic plan level. The scale of options will range along the following lines:
   a) Reuse and remodeling of most of the existing buildings along with some expansion if possible.
   b) Selective demolition of the existing Garage and rebuilding new portions in the same area
   c) Demolition of the entire Garage and possibly other storage buildings, and making way for a new Garage building and cold storage buildings.
   d) Possibility of purchasing adjacent parcels to expand the Garage development footprint.
4) Review and meet with staff to discuss the merits and drawbacks of each option.
5) Selecting one diagram plan, we will advance this to a Conceptual Design level with floor plans, cross sections, building elevations and site layout plan.
6) Construction assembly options will be explored, such as pre-cast, masonry or metal buildings.
7) Conceptual cost estimates for each type of construction assembly along with the site development costs.
8) A technical narrative will be developed that assesses the features and benefits of the Concept Design.
9) An implementation schedule for preliminary design, final design and construction will be developed.

10) We will meet onsite three times during this Task and then provide one final Conceptual Design workshop summarizing the decision process and recommended approach.

TASK 3 – OPERATIONAL BENCHMARKING

Key to determining the proper size and layout for the Franklin DPW facility will be assessing the City's growth, it's operational services, fleet size, staffing structures, public service demand and regulatory demands.

Barrientos Design will prepare an Industry Benchmark chart comparing the City's DPW services in terms of facility size compared to other cities' garage sizes. We have attached an earlier sample of this Benchmark prepared for other municipalities and we will update it for Franklin's use.

SCHEDULE

Barrientos Design will provide the Phase I work over a three month's time frame. At two months, we will have a 90% draft sufficient for City review of the major recommendations.

AGREEMENT

This AGREEMENT, made and entered into this1st day of February, 2020_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Barrientos Design & Consulting, Inc (hereinafter "CONTRACTOR"), whose principal place of business is 205 W Highland Avenue, Milwaukee, WI 53203

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT, and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide architectural and engineering design services,

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows

A This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A CONTRACTOR shall provide services to CLIENT for a Phase 1- Needs Analysis and Concept Design on Department of Public Works facility improvements (7979 W Ryan Road), as described in CONTRACTOR's proposal to CLIENT dated 1/24/202, annexed hereto and incorporated herein as Attachment A

B CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.

C CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure

D During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of $15,892, subject to the terms detailed below.

A CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work

B Total price will not exceed budget of $15,892. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.

C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT

D Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

A Norman Barrientos, AIA, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

B CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR

C CONTRACTOR will appoint, subject to the approval of CLIENT, Norman Barrientos, AIA, CONTRACTOR's Project Manager and other key providers of

the Basic Services Substitution of other staff may occur only with the consent of CLIENT

V. TERMINATION

A This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties

B In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination

C The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT

VI. INSURANCE

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

A	Limit of General/Commercial Liability	$3,000,000
B	Automobile Liability Bodily Injury/Property Damage	$1,000,000
C	Excess Liability for General Commercial or Automobile Liability	$10,000,000
D	Worker's Compensation and Employers' Liability	$500,000
E	Professional Liability	$2,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

A To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration oi other dispute resolution costs) caused solely by the negligent

acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT

B To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT

C To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals

D In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct

E Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893 80, 895.52, and 345 05 To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of February 1st, 2020

IX. DISPUTES

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

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request

XI. MISCELLANEOUS PROVISIONS

A Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

B Pursuant to Law Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local

C Conflict of Interest CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY _____
Stephen R Olson, Mayor

DATE _____

BY _____
Sandra L Wesolowski, City Clerk

DATE _____

BY _____
Paul Rotzenberg, Director of Finance and Treasurer

DATE _____

APPROVED AS TO FORM

_____
Jesse A Wesolowski, City Attorney

DATE _____

BY _____

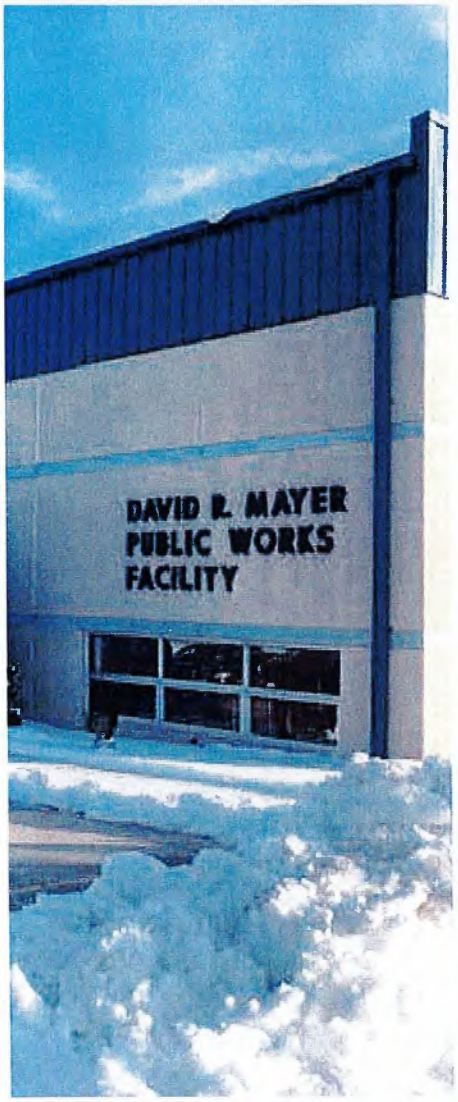
PRINT NAME Norman Barrientos, AIA

TITLE President

DATE 1/24/2020

STATEMENT OF QUALIFICATIONS

City of Franklin DPW Facility



GRAEF

414 / 259 1500 www.graef-usa.com

275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203

275 W. Wisconsin Avenue Suite 300
Milwaukee, WI 53203
414 / 259 1500
www.graef-usa.com

GRAEF

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January 24, 2020

Mr. Glen Morrow, PE
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Morrow:

Through this DPW Facility Needs Assessment project, you are demonstrating your commitment to the City of Franklin's continued growth - and it is important to select a partner with the same level of dedication to the City. GRAEF has been your trusted partner on ***dozens of projects***, and we understand, more than other firms, the impact this project will have on your City employees and the residents of Franklin.

GRAEF will take a holistic approach and consider all possible improvements and designs to achieve your long-term goals. As you will see from our projects with communities such as the Village of Hales Corners and the City of New Berlin, we have the right resources and expertise needed to position this effort as a pillar of infrastructure growth. The GRAEF team offers a number of unique benefits:

In-House Expertise | We work with clients to solve their specific engineering challenges or we can take on a role to provide full project direction. Our ***full-service project team out of our Milwaukee office*** provides a comprehensive menu of services to meet every project requirement - reducing the overall risk to the City, and saving you time and money.

Our Commitment | This is your project - all decisions including scheduling, budget, and final design selection are yours. We will act as a guide to help you make the decisions that will best serve the needs of the DPW and the entire Franklin community. The GRAEF team will work collaboratively with you, providing unparalleled personal attention to ensure all project goals and schedules are met.

Being a ***Franklin resident*** for over 25 years and working on dozens of successful projects for the City, I take great pride in the work that we partner on with the City. GRAEF performed the needs analysis and design for the recently constructed ***Franklin Water and Sewer Building.*** Every discipline for that project was performed by GRAEF staff out of our Milwaukee office. With our team of 7 architects, 5 landscape architects, 12 structural, 10 mechanical, 8 electrical, 2 plumbing, and 15 civil engineers, we are truly full service. No need for multiple subconsultants led by an architect, which ultimately saves you both time and money.

"GRAEF was selected not only because of a long outstanding history of successful collaboration, but because of the firm's capability to provide in-house multi-discipline design services. In my opinion, having a one stop shop, with all the necessary design disciplines under one roof, improves communication and expedites the design process."

~ Michael J. Martin, PE, PLS
Director of Public Works
Village of Hales Corners
414 / 529 6165

"GRAEF did a fantastic job on designing the Franklin water and sewer building. Most important is they listened to what our needs were and placed them on paper so we could review. The end product, after some back and forth, produced what we thought was an excellent design. They worked with us during construction and the end product was just what we wanted."

~ John Bennett
Director of Public Works/City Engineer (Retired)
City of Franklin

275 W. Wisconsin Avenue Suite 300
Milwaukee, WI 53203
414 / 259 1500
www.graef-usa.com

GRāEF

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We understand it is important to fully evaluate potential partners for a project of this magnitude, and we encourage you to reach out to Michael Martin, Director of Public Works for the Village of Hales Corners for a reference as testament to our strong partnership and level of experience. He can be contacted at 414 / 529 6165.

If you have any further questions regarding any part of this submittal, or need additional information, please contact me directly at 414 / 266 9086 and I will be happy to discuss it further. We look forward to the opportunity to continue our partnership with the City of Franklin.

Sincerely,

Michael N. Paulos, PE, LEED AP, CDT
Principal
Municipal Market Team Leader

"Having worked closely with the GRAEF-USA organization closely for more than two years on various City of New Berlin projects, I have found then to be responsive, collaborative, creative and professional in all my interactions with their staff."

~ Dennis Horbinski
Alderman District 6, City of New Berlin
262 / 860 9052

"Working with the GRAEF team on our City of New Berlin Streets and Parks building consolidation / building analysis has been excellent experience. Mike and Wayne have been outstanding to work with. They really take the time to understand the scope before beginning the project. They have always taken the necessary time to tour buildings, meet with various key staff, follow up with phone calls, etc. They have been extremely accommodating in meeting with our large team and have come organized, prepared and always have followed up with clear and concise minutes which have proved to be invaluable with keeping everyone on our team up to speed on the process, meeting assignment & outcomes and building tour updates. Aside from being prepared and bringing a high level of creativity & coordination, they have always submitted deliverables and reports on time."

~ Greg Kessler
Director of Community Development
City of New Berlin
262 / 797 2445

AGREEMENT
between
the City of Franklin
and
Graef-USA Inc
For
Professional Architectural and Engineering Services

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Graef-USA Inc. (hereinafter "CONSULTANT"), whose principal place of business is 275 W. Wisconsin Avenue, Suite 300, Milwaukee, WI 53203.

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services consultant and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONSULTANT to provide a **Needs Analysis and Concept Design for an Additional Building at the Public Works Yard**, as described in **Attachment A;**

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONSULTANT agree as follows.

A This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A CONSULTANT shall provide services to CLIENT for a Needs Analysis and Concept Design for an Additional Building at the Public Works Yard, as described in CONSULTANT's proposal to CLIENT dated January 14, 2020, annexed hereto and incorporated herein as **Attachment A.**

B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies CONSULTANT may employ the services of outside consultants and subCONSULTANTs when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.

C CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTs to, CONSULTANT and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.

D During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in **Attachment A**, for a Lump Sum Fee of **$20,000.00**, subject to the terms detailed below

A CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work

B Total price will not exceed budget of **$20,000.00** For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced

C In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.

D Should CLIENT find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

A. Glen Morrow will coordinate the work of the CONSULTANT and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

B. CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.

C. CONSULTANT will appoint, subject to the approval of CLIENT, Michael N. Paulos, PE CONSULTANT's Project Manager and other key providers of the Basic Services Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

A This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated Such material is to be delivered to CLIENT whether in completed form or in process CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination

C. The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT

VI. INSURANCE

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

A.	Limit of General/Commercial Liability	$1,000,000
B.	Automobile Liability: Bodily Injury/Property Damage	$1,000,000
C	Excess Liability for General Commercial or Automobile Liability	$10,000,000
D.	Worker's Compensation and Employers' Liability	$500,000
E	Professional Liability	$2,000,000

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify

that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability

VII. INDEMNIFICATION AND ALLOCATION OF RISK

A To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.

B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT

C To the fullest extent permitted by law, CONSULTANT'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT'S negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals

D In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct

E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893 80, 895.52, and 345.05 To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

VIII. TIME FOR COMPLETION

CONSULTANT shall commence work immediately having received a Notice to Proceed from CLIENT on or before February 5, 2020 and complete project on or before as of May 11, 2020.

IX. DISPUTES

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

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to CLIENT for inspection and copying upon request

XI. MISCELLANEOUS PROVISIONS

A Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONSULTANT under this AGREEMENT shall be in compliance with applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY _____
Stephen R. Olson, Mayor

DATE _____

BY _____
Sandra L Wesolowski, City Clerk

DATE _____

BY _____
Paul Rotzenberg, Director of Finance and Treasurer

DATE. _____

APPROVED AS TO FORM

_____
Jesse A Wesolowski, City Attorney

DATE _____ _____

GRAEF-USA INC

BY _____

PRINT NAME Michael N Paulos

TITLE Principal

DATE January 24, 2020

One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRāEF

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ATTACHMENT A

January 24, 2020

Mr. Glen Morrow
Director of Public Works
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject: **Department of Public Works Facility Improvements**
Phase I - Needs Analysis and Concept Design
Professional Services Agreement

Dear Mr. Morrow:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services the City of Franklin (Client).

This proposal is for professional services for performing a Needs Analysis for an Additional Building at the Public Works Facility Campus. This proposal is Attachment A of the Agreement between the City of Franklin and GRAEF that includes all Terms and Conditions.

For this project, GRAEF proposes to provide the following Basic Services:

- Interview DPW staff (1 meeting)
- Public Works Committee meeting attendance (1 meeting)
- Code research
- Review large equipment detailed list provided by City
- Develop program
- Develop 2 concept plans
    - Existing building with addition
    - New building adjacent to existing building
- Develop schematic site plan (1)
- Progress meetings with DPW staff (1 meeting)
- Develop description of the proposed exterior
- Prepare opinion of probable cost of new building by Moore Construction Services, LLC. Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

- Prepare memo of findings

For this project, it is our understanding Client will provide the following services, items and/or information:

- Provide the existing building floor plans
- Provide detailed equipment list and sizes
- Provide existing topographic survey in electronic format
- Provide venue for meetings and invite appropriate staff

GRAEF will endeavor to perform the proposed additional services per the following schedule:

• Notice to Proceed	February 5, 2020
• Draft Report	March 30, 2020
• Final Report	May 11, 2020

Per Section III of the Agreement, GRAEF will provide the following Additional Services for additional compensation as detailed below:

- Field verify and measure DPW equipment
- Review of the existing DPW building
- Reallocating space of the existing DPW building
- Perform topographic survey
- Additional concept plans
- Additional meeting attendance
- Perform wetland delineation
- Perform Phase I Environmental Work
- Prepare preliminary stormwater requirements

For all Basic Services, Client agrees to compensate GRAEF $20,000.00 on a lump sum basis including reimbursable expenses.

To accept this proposal, please sign and date two copies of this Agreement and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to the City of Franklin.

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Sincerely,
Graef-USA Inc.

Michael N. Paulos, P.E.
Principal

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
slw PDL		Mar 3, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND PROVIDING ADDITIONAL RESOURCE AND CAPITAL EXPENDITURE APPROPRIATIONS FOR THE PURCHASE OF A TRUCK	ITEM NUMBER G.13.

Background

The 2020 Sanitary Sewer Fund capital appropriations included a replacement pick up truck totaling $95,000. The budget was based upon a June 2019 quote from local vendors. The vehicle is shared between the Sanitary Sewer and Water Dept, as such each fund is providing half the resources.

The Dept refreshed the quote recently with two vendors, who were within $2 of each other. The new quote is $4,500 higher than the summer 2019 quote.

The budget did not include any property sales, however, there will be proceeds from asset sales which will more than fund the increase in the quote.

Recommendation

Staff is requesting that the 2020 vehicle appropriation be increase by $2,500 in the Sanitary Sewer Fund and that the Property Sales resource be increased by a similar amount, which will fund the added cost of the vehicle.

Staff is also requesting approval to proceed to purchase the replacement truck.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the Sanitary Sewer Fund providing additional resource and capital expenditure appropriations for the purchase of a truck

Roll Call Vote Required

Finance Dept - Paul

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 SANITARY SEWER FUND PROVIDING ADDITIONAL RESOURCE AND CAPITAL EXPENDITURE APPROPRIATIONS FOR THE PURCHASE OF A TRUCK

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 Sanitary Sewer Fund capital expenditures included a $47,500 appropriation for the purchase of a replacement truck; and

WHEREAS, recent vendor quotes have increased the cost; and

WHEREAS, the 2020 Sanitary Sewer Fund did not include resources from the sale of capital assets which more than provided the additional resources need for the truck cost increase..

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

Section 1 That a 2020 Budget for the Sanitary Sewer Fund be amended as follows:

Sanitary Sewer Fund

Misc Rev	Capital Asset Sale	Increase	2,500
Capital Asset	Vehicles	Increase	2,500

Section 2 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____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
		March 3, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR GENERAL, SOLID WASTE, ST MARTIN'S FAIR, CIVIC CELEBRATIONS, POLICE GRANT FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO PROVIDE APPROPRIATIONS FOR ACTUAL PEFORMANCE TO AMENDED BUDGET FOR CALENDAR YEAR 2019	ITEM NUMBER G.14.

Background

As 2019 is wrapping up, several Funds/Departments have exceeded their budget authority, most overages are by nominal sums. A discussion of issues follows:

General Fund

Administrative Services – personnel costs are $524 (0 2%) over spent. Retirement costs exceeded budget on overtime and the related new WRS pension costs. The non-personnel costs were underspent $62,486.

** **Municipal Buildings** – Personnel costs exceeded budget by $4,883 (4.7% of final budget). Increased costs of the Public Works pension combined with WRS participation resulted in the overage. Funds to come from Contingency.

Fire non-personnel costs - $8,054 (1 6% of final budget) over spent. As the staffing improved, increased resources were incurred for sprinkler plan reviews. Increased charges for services provided the resources for the added costs.

Engineering – Non-Personnel costs exceeded budget by $644,437 (compared to a budget of $30,860). Accounting for Engineering inspection services was modified after the 2019 budget was adopted, recording inspection services gross. There are additional Engineering Resources to more than offset these expenditures.

** **Park's Labor** – overspent by $40,542 (36 0%) Highway personnel also staff the Parks Dept. The budget anticipates one full time equivalent for Parks purposes. With the increase in Park's acreage and hiking trails, the personnel requirement has grown. Additionally, the increased cost of participation in both the Public Works Pension and WRS drove costs up. The Highway Department personnel budget was $51,909 underspent. A transfer of Highway personnel appropriations would result in both departments being within budget appropriations.

Health Dept – Non-Personnel Services are overspent by $1,806. Vacancies in the Dept during the year more than cover these extra costs.

Park's Personnel costs – $34,194 over spent (30.4% of final budget). Maintenance costs with the added parks acreage is the primary reason for the cost over-run. Highway and Parks share a staff. Highway staffing cost underspending covers all of this overspending.

Economic Development Personnel Costs – overspent by $17,579 due to a budgeting error. More funds were expected to be charged to TID's than was actually needed. Non-personnel costs were underspent by $41,770.

The net result of these changes will increase budgeted Revenue by $650,000 (the Engineering fees) and increase expenditures (Engineering Inspection services) by a similar amount. There is no change in the budgeted results.

The 2019 Budget had a $2,150,000 planned deficit. Adjusting out unspent funds, the budget would have had a $39,000 surplus, as such:

Planned Deficit	$2,150,000
Unused Transfer Out	(250,000)
Restricted Cont	(1,861,000)
Adjusted Budget Surplus	39,000

Solid Waste fund – operating costs overspent by $9,970 (0 6%) Recycling costs ended up slightly more than expected. At the same time, Investment earnings were similarly better than plan. The added cost was more than offset by additional revenues.

St Martin's Fair – Costs were $1,791 (3 5%) greater than the original appropriation, primarily related to shared services with Public Safety and Public Works. The Fund has operated at a deficit for several years, with advances from the General Fund to provide required resources. Staff recommends an added $22,000 one-time transfer from the General Fund to the St Martin's Fair Fund to address this deficit. With the larger than expected surplus in the General Fund, this transfer will have no adverse impacts on General Fund fund balance.

Civic Celebrations – overspent by $33,581 (32%) A longer celebration in 2019 resulted in more expenditures. The fund operated with a smaller surplus than budgeted.

Grant Funds – Only Health Operating costs and Capital Outlays were appropriated in 2018. Total expenditures (operating and capital) did not exceed the 2019 appropriations. Public Safety spent some capital items that were no budgeted. It is really a shift between operating and capital amounts.

Staff is recommending the following 2019 Budget Amendments

General Fund:

Admin – personnel -	Increase	1,000
Admin – non-personnel	Decrease	1,000
Muni Buildings – personnel -	Increase	5,000
Contingency	Decrease	5,000
Fire personnel	Decrease	10,000
Fire Non-personnel	Increase	10,000
Engineering Non-personnel	Increase	650,000
Rev – Engineering Services	Increase	650,000
Highway – personnel	Decrease	42,000
Parks – personnel	Increase	42,000
Econ Development – Personnel	Increase	18,000
Econ Development – Non-Pers	Decrease	18,000

Net effect is to Increase Rev by $650,000 and Increase Expend by $650,000

Solid Waste Fund

Revenue – Invest Income	Increase	10,000
Public Works – non-personnel	Increase	10,000
St Martin's Fair Fund		
Recreation – parks – non pers	Increase	2,000
Transfers In -	Increase	22,000
Civic Celebrations Fund		
Civic Celebrations – non pers	Increase	35,000
Police Grants		
Police – non-personnel	Decrease	20,000
Police – capital	Increase	20,000

Recommendation

The Finance Committee reviewed this item at a February 25th, 2020 meeting and recommends adoption.

COUNCIL ACTION REQUESTED

Motion recommending an Ordinance to amend Ordinance 2018-2345, an ordinance adopting the 2019 annual budgets for General, Solid Waste, St Martin's Fair, Civic Celebrations, Police Grants Funds for the City of Franklin for fiscal year 2019 to provide appropriations for actual performance to amended budget for calendar year 2019

Roll call vote required

Finance Dept - Paul

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2020_____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, ADOPTING THE 2019 ANNUAL BUDGETS FOR GENERAL, SOLID WASTE, ST MARTIN'S FAIR, CIVIC CELEBRATIONS, FIRE GRANTS FUNDS FOR THE CITY OF FRANKLIN TO PROVIDE APPROPRIATIONS FOR ACTUAL PERFORMANCE TO AMENDED BUDGET FOR CALENDAR YEAR 2019

WHEREAS, the Common Council adopted the 2019 Budget for the City of Franklin providing resources and appropriations for 2019 in various funds; and

WHEREAS, the year comes to a close certain General Fund Departments exceeded their appropriations by nominal amounts which are supportable by other Department appropriations; and

WHEREAS, the 2019 budget anticipated recording Engineering inspection costs net of amounts billed to developers, but were actually recorded as receipts and expenditures, causing expenditures to be overspent by $650,000, while revenues increased by a larger amount, and

WHEREAS, the Fire Department had increased fire plan review costs as staffing levels improved in 2019 with a corresponding increase in inspection revenues; and

WHEREAS, the Highway Department staffs Highway and Parks activities resulting in expected shifts of labor costs between the departments at year end; and

WHEREAS, the Economic Development Department had overspent Personnel costs on reduced charges to TID's but also underspent in the non-personnel category, and

WHEREAS, the General Fund has been supporting the St Martin's Fair Fund with Advances to provide resources for operating deficits; and

WHEREAS, the General Fund has a surplus in 2019 than expected such that a $22,000 transfer from the General Fund to St. Martin's Fair Fund will remove the fund balance deficit; and

WHEREAS, the Solid Waste Fund hauler 2019 cost inflation factor was greater than appropriations would support; and

WHEREAS, the St Martin Fair Fund operating costs contained $2,000 greater Public Safety and Public Works costs than appropriations supported; and

WHEREAS, some Police Grant resources were used on capital as opposed to budgeted operating expenditures, and

WHEREAS, the Common Council of the City of Franklin believes these expenditures provide for the well being of the Community.

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

Section 1 That the 2019 Budget of the General Fund be adjusted as follows:

Revenues	Engineering Fees	Increase	650,000
Admin	Personnel Services	Increase	1,000
Admin	Non-Personnel Serv	Decrease	1,000
Muni Bldg	Personnel Services	Increase	5,000
Contngency	Unrestricted	Decrease	5,000
Fire	Personnel Services	Decrease	10,000
Engineering	Non-Personnel Services	Increase	650,000
Highway	Personnel Services	Decrease	42,000
Parks	Personnel Services	Increase	42,000
Econ Dev	Personnel Services	Increase	18,000
Econ Dev	Non-Personnel Services	Decrease	18,000

Section 2 That the 2019 Solid Waste Fund Budget be adjusted as follows:

Revenue	Investment Income	Increase	10,000
Public Works	Non-Personnel Services	Increased	10,000

Section 3 That the 2019 St Martin's Fair Fund Budget be adjusted as follows:

Recreation	Non-Personnel Services	Increased	2,000
Transfers Inc		Increase	22,000

Section 4 That the 2019 Civic Celebrations Budget be adjusted as follows:

Civic Cel	Non-Personnel	Increased	35,000

Section 5 That the 2019 Police Grants Budget be adjusted as follows:

Police	Non-Personnel	Decreased	20,000
Police	Capital	Increased	20,000

Section 7 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____

Schedule 4

CITY OF FRANKLIN, WISCONSIN
General Fund
Schedule of Expenditures and Transfers Out - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2019

	Original Budget	Change Inc (Dec)		Final Budget	Actual	Variance with final budget - Excess (Deficiency)	
CURRENT							
General Government							
Mayor - Personnel Services	$ 18,482	$ -		$ 18,482	$ 18,482	$ -	
Mayor - Other Services	6,350	-		6,350	5,890	460	
Aldermen - Personnel Services	47,409	-		47,409	47,409	-	
Aldermen - Other Services	25,191	-		25,191	23,032	2,159	
Municipal court - Personnel Services	186,933	2,945		189,878	187,333	2,545	
Municipal court - Other Services	58,450	-		58,450	15,942	42,508	
City clerk - Personnel Services	319,569	(5,701)		313,868	305,789	8,079	
City clerk - Other Services	27,200	-		27,200	21,835	5,365	
Elections - Personnel Services	32,525	(167)		32,358	14,025	18,333	
Elections - Other Services	10,100	-		10,100	8,704	1,396	
Information services - Personnel Services	127,381	2,086		129,467	129,250	217	
Information services - Other Services	392,468	22,920		415,388	407,012	8,376	
Administration - Personnel Services	311,278	5,930		317,208	317,732	(524)	*
Administration - Other Services	133,475	(22,300)		111,175	48,689	62,486	
Finance - Personnel Services	464,090	(26,350)		437,740	409,026	28,714	
Finance - Other Services	122,870	-		122,870	104,620	18,250	
Independent Audit	37,025	-		37,025	31,455	5,570	
Assessor - Other Services	229,550	-		229,550	226,888	2,662	
Legal counsel	348,650	-		348,650	299,700	48,950	
Municipal buildings - Personnel Services	97,479	5,601		103,080	107,963	(4,883)	*
Municipal buildings - Other Services	117,015	-		117,015	113,880	3,135	
Refunded Taxes	2,500	20,000		22,500	15,979	6,521	
Property and liability insurance	86,950	-		86,950	65,437	21,513	
Anticipated Underexpenditure	(375,320)	57,876		(317,444)	-	(317,444)	
Contingency	2,067,228	(269,824)		1,797,404	-	1,797,404	
Total General Government	4,894,848	(206,984)		4,687,864	2,926,072	1,761,792	
Public Safety							
Police - Personnel Services	7,703,409	(159,265)	1	7,544,144	7,507,335	36,809	
Police - Other Services	1,197,800	(50)		1,197,750	1,037,985	159,765	
Dispatch - Personnel Services	1,184,017	14,126		1,198,143	1,080,162	117,981	
Fire - Personnel Services	6,009,935	23,370		6,033,305	5,884,640	148,665	
Fire - Other Services	505,860	-		505,860	513,914	(8,054)	*
Fire protection service charge	283,300	-		283,300	279,819	3,481	
Building inspection - Personnel Services	860,216	(15,379)		844,837	707,549	137,288	
Building inspection - Other Services	32,050	104,498	2	136,548	131,748	4,800	
Sealer of weights and measures	7,600	-		7,600	7,600	-	
Total Public Safety	17,784,187	(32,700)		17,751,487	17,150,752	600,735	

1. Change in employer health plan resulted in lower health costs - originally budgeted in contingency
2. Outside services used to support vacancies

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(Continued)

Schedule 4
(concluded)

CITY OF FRANKLIN, WISCONSIN
General Fund
Schedule of Expenditures and Transfers Out - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2019

	Original Budget	Change Inc (Dec)		Final Budget	Actual	Variance with final budget - Excess (Deficiency)
CURRENT						
Public Works						
Engineering - Personnel Services	612,306	(609)		611,697	540,914	70,783
Engineering - Other Services	30,860	-		30,860	675,297	(644,437) *
Highway - Personnel Services	1,736,098	(35,608)		1,700,490	1,648,581	51,909
Highway - Other Services	833,318	-		833,318	805,896	27,422
Street lighting	349,500	-		349,500	344,092	5,408
Weed control	9,050	-		9,050	5,898	3,152
Total Public Works	3,571,132	(36,217)		3,534,915	4,020,678	(485,763)
Health and Human Services						
Public health - Personnel Services	634,447	(9,935)		624,512	528,981	95,531
Public health - Other Services	73,250	-		73,250	75,056	(1,806) *
Animal control	43,100	-		43,100	42,723	377
Total Health and Human Services	750,797	(9,935)		740,862	646,760	94,102
Culture and Recreation						
Senior activities and travel program	22,000	1,450		23,450	23,411	39
Parks - Personnel Services	112,477	91		112,568	153,110	(40,542) *
Parks - Other Services	48,225	-		48,225	46,839	1,386
Total Culture and Recreation	182,702	1,541		184,243	223,360	(39,117)
Conservation and Development						
Planning - Personnel Services	375,395	(22,199)		353,196	332,122	21,074
Planning - Other Services	74,450	87,100	1	161,550	113,214	48,336
Economic development - Personnel Services	103,431	2,612		106,043	123,622	(17,579) *
Economic development - Other Services	87,500	6,000		93,500	51,730	41,770
Total Conservation and Development	640,776	73,513		714,289	620,688	93,601
Total Expenditures	27,824,442	(210,782)		27,613,660	25,588,310	2,025,350
Transfers to Other Funds	274,000	8,100		282,100	32,100	250,000
Total Expenditures and Transfers Out	$ 28,098,442	$ (202,682)		$ 27,895,760	$ 25,620,410	$ 2,275,350

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1. Outside services to support vacancies

CITY OF FRANKLIN, WISCONSIN
Special Revenue Funds
Schedule of Revenue, and Expenditures and Changes in Fund Balances - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2019

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	Solid Waste Fund			St Martin's Fair Fund		
	Original & Final Budget	Actual	Variance with Final Budget - Excess (Deficiency)	Original & Final Budget	Actual	Variance with Final Budget - Excess (Deficiency)
REVENUE						
Intergovernmental revenue	$ 69,000	$ 68,858	$ (142)	$ -	$ -	$ -
Public charges for services	1,582,200	1,584,034	1,834	-	-	-
Licenses and permits			-	26,200	20,371	(5,829)
Investment earnings	9,500	29,382	19,882	-	-	-
Miscellaneous revenue	-	2,301	2,301	500	-	(500)
Total revenue	1,660,700	1,684,575	23,875	26,700	20,371	(6,329)
EXPENDITURES						
Current:						
Public works	1,649,501	1,660,197	(10,696) *	-	-	-
Culture and recreation	-	-	-	50,756	53,339	(2,583) *
Total expenditures	1,649,501	1,660,197	(10,696)	50,756	53,339	(2,583)
Excess (Deficiency) of Revenue Over (Under) Expenditures	11,199	24,378	13,179	(24,056)	(32,968)	(8,912)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	11,000	11,000	-
Net change in fund balances	$ 11,199	24,378	$ 13,179	$ (13,056)	(21,968)	$ (8,912)
Fund balances (deficit) - beginning		430,747			5,604	
Fund balances - ending		$ 455,125			$ (16,364)	

(Continued)

CITY OF FRANKLIN, WISCONSIN
Special Revenue Funds
Schedule of Revenue, and Expenditures and Changes in Fund Balances - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2019

DRAFT

	Donations Fund					Civic Celebrations Fund				
	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with Final Budget - Excess (Deficiency)	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with Final Budget - Excess (Deficiency)
REVENUE										
Licenses and permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300	$ 300
Charges for services	-	-	-	-	-	85,000	-	85,000	93,598	8,598
Miscellaneous revenue	21,000	12,000	33,000	42,368	9,368	21,000	-	21,000	38,997	17,997
Total revenue	21,000	12,000	33,000	42,368	9,368	106,000	-	106,000	132,895	26,895
EXPENDITURES										
Current:										
Pulbic Safety	53,400	-	53,400	18,132	35,268		-			
Health and human services	-	-	-	-	-	-	-	-	-	-
Culture and recreation		-			-	103,691	750	104,441	138,718	(34,277) *
Capital outlay	35,000	16,000	51,000	13,500	37,500	-	-	-	-	-
Total expenditures	88,400	16,000	104,400	31,632	72,768	103,691	750	104,441	138,718	(34,277)
Excess (deficiency) of revenue over (under) expenditures	(67,400)	(4,000)	(71,400)	10,736	82,136	2,309	(750)	1,559	(5,823)	(7,382)
OTHER FINANCING SOURCES (USES)										
Transfers in	-	-	-	-	-	13,000	-	13,000	13,000	-
Net change in fund balances	$ (67,400)	$ (4,000)	$ (71,400)	10,736	$ 82,136	$ 15,309	$ (750)	$ 14,559	7,177	$ (7,382)
Fund balances - beginning				150,606					70,139	
Fund balances - ending				$ 161,342					$ 77,316	

(Continued)

CITY OF FRANKLIN, WISCONSIN
Special Revenue Funds
Schedule of Revenue, and Expenditures and Changes in Fund Balances - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2019

DRAFT

	Grant Fund					Tourism Commission				
	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with Final Budget - Excess (Deficiency)	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with Final Budget - Excess (Deficiency)
REVENUE										
Taxes	$ -	$ -	$ -	$ -	$ -	$ 226,000	$ -	$ 226,000	$ 175,721	$ (50,279)
Intergovernmental revenue	228,450	10,500	238,950	230,363	(8,587)		-		-	-
Investment earnings	-	-	-	-	-	-	-	-	6,755	6,755
Miscellaneous revenue	5,000	-	5,000	18,156	13,156	-	-	-	-	-
Total revenue	233,450	10,500	243,950	248,519	4,569	226,000	-	226,000	182,476	(43,524)
EXPENDITURES										
Current:										
Public safety	6,000	-	6,000	6,299	(299)	-	-	-	-	-
Health and human services	311,186	1,500	312,686	210,595	102,091		-		-	-
Conservation and development	-	-	-	-	-	167,500	36,937 [1]	204,437	53,028	151,409
Capital outlay	-	10,500	10,500	25,574	(15,074) *	-	10,056	10,056	-	-
Total expenditures	317,186	12,000	329,186	242,468	86,718	167,500	46,993	214,493	53,028	151,409
Excess (Deficiency) of Revenue Over (Under) Expenditures	(83,736)	(1,500)	(85,236)	6,051	91,287	58,500	(46,993)	11,507	129,448	107,885
OTHER FINANCING SOURCES (USES)										
Transfers in	-	1,500	1,500	-	-	1,500	(1,500)	-	-	(1,500)
Net change in fund balances - budgetary basis	$ (83,736)	$ -	$ (83,736)	6,051	$ 91,287	$ 60,000	$ (48,493)	$ 11,507	129,448	$ 106,385
Adjustments to generally accepted accounting principles basis										
2018 encumbrances				-					(36,937)	
2019 encumbrances				-					1,371	
Net change in fund balances - generally accepted accounting principles basis				6,051					93,882	
Fund balances - beginning				192,510					376,069	
Fund balances - ending				$ 198,561					$ 469,951	

1 - Encumbrance from prior year

APPROVAL slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/3/20
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of March 3, 2020.

COUNCIL ACTION REQUESTED

Franklin
WISCONSIN

414-425-7500

License Committee
Agenda*
Aldermen's Room
March 3, 2020 – 6:15 p.m.

1.	**Call to Order & Roll Call**	**Time:**
2.	**Applicant Interviews & Decisions**	
License Applications Reviewed		**Recommendations**

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020	**Ewig, Christopher A** 6626 S 26th St Oak Creek, WI 53154 Iron Mike's			
3.	**Adjournment**			
		Time		

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility This may constitute a meeting of the Common Council per State ex rel Badke v Greendale Village Board, even though the Common Council will not take formal action at this meeting

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
slw RA		3/03/2020
Bills	**Vouchers and Payroll Approval**	**ITEM NUMBER** I.

Attached are vouchers dated February 14, 2020 through March 1, 2020 Nos. 177434 through Nos. 177603 in the
amount of $ 2,602,525.97. Included in this listing are EFT's Nos. 4230 through Nos. 4239 Library vouchers totaling $ 58,353.64, Water Utility vouchers totaling $ 3,155.78 and Property Tax refunds totaling $ 4,447.95. Voided checks in the amount of $ (106.92) are separately listed.

Included in the voucher report are debt service payments totaling $6,588,701.17 (including 70,143.75 of Water debt service). These were directly removed from the Investment account to Bond Trust Services, the City's paying agent.

Early release disbursements dated February 14, 2020 through February 28, 2020 in the amount of $ 2,126,231.57 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

Vouchers approved at prior Council meetings that are included in this distribution.

Chicago Title Co	Earnest money	$10,000 00
Loomis & Ryan	Watermain oversizing	$ 38,443 77
TI Investors	MRO payment	$ 400,000 00
Victory of the Lamb	Watermain oversizing	$ 19,410 83
TOTAL		**$ 467,854.60**

The net payroll dated February 28, 2020 is $ 396,414.36 previously estimated at $ 386,000.00. Payroll deductions dated February 28 2020 are $ 516,537.40 previously estimated at $ 526,000.00.

The estimated payroll for March 13, 2020 is $ 389,000.00 with estimated deductions and matching
payments of $ 213,000.00.

Attached is a list of property tax disbursements EFT's Nos. 307 through Nos. 312 and Nos. 200(S) through
Nos. 202(S) dated February 14, 2020 through February 28, 2020 in the amount of $ 6,191,982.82. $ 5,092.55 represents tax refunds and $ 6,186,890.27 of tax settlements to taxing authorities.

In addition, $ 12,751,160.91 was transferred from investment accounts directly to other taxing authorities in settlement of January collections.

Approval to release payment to Knight Barry for Velo Village in the amount of $ 674,250.18.

Approval of $340,798.60 as payment for a right of way land purchase for Hickory St payable to Title 100, Inc.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of March 1, 2020 in the amount of $ 2,602,525.97 and
- Approving $6,588,701.17 of Debt Service payments to Bond Trust Services direct from Investment accounts
- Payroll dated February 28, 2020 in the amount of $ 396,414.36 and payments of the various
  payroll deductions in the amount of $ 516,537.40 plus City matching payments and
- Estimated payroll dated March 13, 2020 in the amount of $ 389,000.00 and payments of the various payroll deductions in the amount of $ 213,000.00, plus City matching payments and
- Property tax disbursements with an ending date of February 28, 2020 in the amount of $ 6,191,982.82 and
- The release of payment to Knight Barry in the amount of $674,250.18.
- Release of payment to Title 100, Inc in the amount of $340,798.60

ROLL CALL VOTE NEEDED