

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">05/05/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO OPERATE AN AUTOMOTIVE MINOR REPAIR (PRIMARY USE) AND TIRE RETAIL SALES AND INSTALLATION (ACCESSORY USE) BUSINESS UPON PROPERTY LOCATED AT 10800 WEST SPEEDWAY DRIVE (PAVILION DEVELOPMENT COMPANY, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.9.</i></p>

At the regular meeting of the Plan Commission on April 23, 2020, following a properly noticed public hearing, the following action was approved: a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for Pavilion Development Company having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification (SIC) Title No. 7539 "Automotive Repair Shops, Not Elsewhere Classified," contingent upon approval of the concurrent Unified Development Ordinance Text Amendment to allow SIC Code No. 7539 as a Special Use within the M-1 Limited Industrial District, and for a Special Use under SIC Title No. 5531 "Auto and home supply stores", to operate an automotive minor repair (primary use) and tire retail sales and installation (accessory use) business (Firestone Complete Auto Care), upon property located at 10800 West Speedway Drive (approximately 900 feet northeast of the intersection of South Lovers Lane Road and West Speedway Drive, on the north side of West Speedway Drive [near the Kwik Trip convenience store property]), bearing Tax Key No. 704-1012-000, daycare facility use upon property located at 7760 South Lovers Lane Road.

The Plan Commission's recommendation in regard to the subject Special Use has been reflected in the attached draft Resolution.

At said meeting of the Plan Commission, a Site Plan for the subject property was also approved with certain conditions. The Plan Commission revised Condition #9 to require that the applicant revise building elevations using the Pewaukee, Wisconsin, Tire Plus facility as base architectural design subject to staff approval.

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2020-_____, imposing conditions and restrictions for the approval of a Special Use to operate an automotive minor repair (primary use) and tire retail sales and installation (accessory use) business (Firestone Complete Auto Care), (Mike Grace, Pavilion Development Company)

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE TO OPERATE AN AUTOMOTIVE
MINOR REPAIR (PRIMARY USE) AND TIRE RETAIL SALES AND
INSTALLATION (ACCESSORY USE) BUSINESS UPON PROPERTY
LOCATED AT 10800 WEST SPEEDWAY DRIVE
(PAVILION DEVELOPMENT COMPANY, APPLICANT)

WHEREAS, Pavilion Development Company having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 7539 “Automotive Repair Shops, Not Elsewhere Classified” (which is contingent upon approval of the concurrent Unified Development Ordinance Text Amendment to allow Standard Industrial Classification Code No. 7539 as a Special Use within the M-1 Limited Industrial District), and for a Special Use under Standard Industrial Classification Title No. 5531 “Auto and home supply stores”, to operate an automotive minor repair (primary use) and tire retail sales and installation (accessory use) business (Firestone Complete Auto Care), with hours of operation from 7:00 a.m. to 7:00 p.m., Monday through Friday, 7:00 a.m. to 6:00 p.m. on Saturdays, and 9:00 a.m. to 5:00 p.m. on Sundays, upon property located at 10800 West Speedway Drive (approximately 900 feet northeast of the intersection of South Lovers Lane Road and West Speedway Drive, on the north side of West Speedway Drive [near the Kwik Trip convenience store property]), bearing Tax Key No. 704-1012-000, more particularly described as follows:

Lot 2 of Certified Survey Map No. 8519, recorded February 21, 2013 as Document Number 10219102, being a division of Lots 2 and 3 Certified Survey Map No. 7721, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 6 and part of the Southwest 1/4 of the Northwest 1/4 of Section 5, all in Town 5 North, Range, 21 East, in the City of Franklin, Milwaukee County, Wisconsin; 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 23rd day of April, 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

PAVILION DEVELOPMENT COMPANY – SPECIAL USE
RESOLUTION NO. 2020-_____
Page 2

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 Pavilion Development Company, 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 Pavilion Development Company, successors and assigns, as an automotive repair and tire retail sales and installation business use, which shall be developed in substantial compliance with, and operated and maintained by Pavilion Development Company, pursuant to those plans City file-stamped April 14, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Pavilion Development Company, 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 Pavilion Development Company automotive repair and tire retail sales and installation business, 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 Pavilion Development Company and the automotive repair and tire retail sales and installation business use for the property located at 10800 West Speedway Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

BE IT FURTHER RESOLVED, that in the event Pavilion Development Company, 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

PAVILION DEVELOPMENT COMPANY – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 3

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 April 23, 2020

UDO Text Amendment, Special Use and Site Plan

RECOMMENDATION: City Development staff recommends approval of the UDO Text Amendment and Special Use and approval of the Site Plan Application subject to the conditions of approval in attached draft Resolutions and Ordinance.

Project Name:	Firestone Complete Auto Care UDO Text Amendment, Special Use and Site Plan
Project Address/Tax Key:	10800 W. Speedway Drive/704 1012 000
Property Owner:	Menard, Inc.
Applicant:	Pavilion Development Company
Current Zoning:	M-1 Limited Industrial District
2025 Comprehensive Plan:	Commercial
Action Requested:	Recommendation of approval of the UDO Text Amendment and Special Use and approval of the Site Plan Application

Introduction

Please note:

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

The applicant, Pavilion Development Company, filed the applications below for the development of a Firestone Complete Auto Care facility for property located at 10800 W. Speedway Drive.

- **UDO Text Amendment**
The applicant is requesting to amend Table 15-3.0603 of the Unified Development Ordinance to allow Standard Industrial Classification No. 7539 Automotive Repair Shops, Not Elsewhere Classified as a Special Use within the M-1 District. Currently this SIC Code is not allowed.
- **Special Use**
The Firestone Complete Auto Care use primarily involves the sale of tires and minor automotive repair. The retail sales of tires business use are allowed as a Special Use in the M-1 District under SIC Code No. 5531 Auto and Home Supply Stores. The minor automotive repair is allowed under SIC Code No. 7539, which is proposed to be added to the M-1 District as a Special Use. The applicant's responses to Special Use standards are attached for review.

The applicant has indicated that no commercial vehicles will be parked overnight onsite.

- **Site Plan**

The applicant is proposing to construct a 6,262 square foot building and associated parking, lighting, landscaping and other site amenities upon a 1.23-acre parcel. Site Plan details are further discussed below.

Project Description and Analysis

The subject property is approximately 1.23-acres (53,443 square feet) and is currently vacant. The applicant is proposing to construct a 6,262 square foot Firestone Complete Auto Care facility with eight service bays.

The site plan includes the auto care building as well as associated parking, landscaping, lighting, and storm water management facilities. The plan also includes a trash enclosure on the south side of the building. Staff suggests that elevations of the proposed trash enclosure be provided for staff review and approval.

The site will be accessible from West Speedway Drive as no access is allowed via S. Lovers Lane Road (S.T.H. 100). The site plan also provides cross access to the vacant property to the northwest. As such, it is recommended that a cross-access easement agreement be provided and recorded with the Milwaukee County Register of Deeds prior to issuance of an Occupancy Permit.

The driveway opening to West Speedway Road appears to exceed 24-feet at the street right-of-way line and 30-feet at the roadway, which is the maximum allowed per Section 15-5.0207 of the UDO. This Section also states that the Plan Commission may allow wider ingress/egress at the right-of-way line in non-residential districts.

The Site Plan includes 32 parking spaces, including two ADA accessible spaces. The UDO recommended Standard Parking Ratio is four parking spaces per service bay. The proposed building has seven service bays, thus 28 parking spaces are recommended. The applicant is exceeding this standard by four spaces. Note that all parking spaces are 9-feet wide and 180 square feet, which complies with the minimum parking space size required by the UDO.

Staff would note the proposed site plan has about 25,010 square feet of greenspace and 28,433 square feet of impervious surface or a greenspace ratio of about 46.8%. This complies with the M-1 District development standards, which requires a minimum Landscape Surface Ratio of 40%. UDO requirements regarding plantings have been met.

Information about natural resources on the site was not provided. As required by Section 15-7.0201 of the UDO, Staff recommends that the applicant provide a letter from a qualified professional stating that no natural resources exist on the property prior to the issuance of building permits.

A photometric plan which complies with Division 15-5.0400 of the Unified Development Ordinance is required. It is recommended that the applicant provide a photometric plan for staff review and approval, prior to the issuance of building permits.

The applicant has provided a grading plan and discusses storm water management within its project narrative. Staff recommends that a final grading, erosion control and storm water management shall be subject to review and approval by the Engineering Department, prior to any land disturbing activities.

Sign plans have been provided and include wall signs and a monument sign adjacent to S.T.H. 100/Lovers Lane Road. It is recommended that all proposed signage shall comply with the requirements of Chapter 210 of the City's Municipal Code and must receive a Sign Permit from the Inspection Department prior to installation.

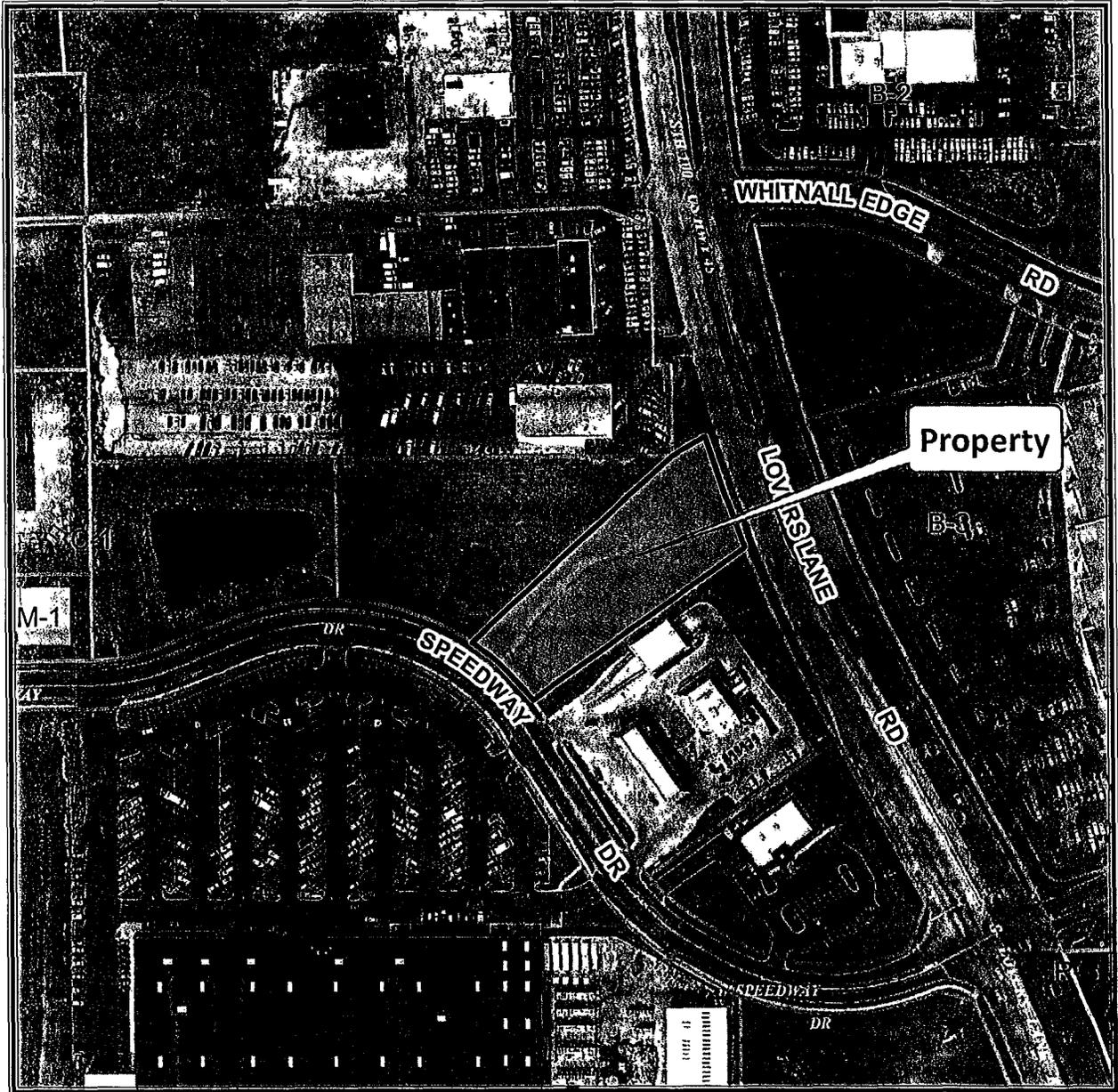
Staff recommended the several improvements to architecture in staff comments, based on the requirements of Section 15-7.0802 of the UDO. The applicant has provided revised elevations which include the addition of brick as a primary material, and better reflect the architecture of the adjacent Kwik Trip and Waterstone Bank developments. It is suggested that the, north, and west elevations should incorporate architectural elements similar to the south and east sides of the building or otherwise be enhanced.

Recommendation

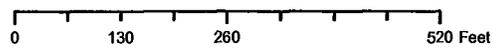
It is recommended that the Plan Commission recommend approval of the UDO Text Amendment and Special Use for Firestone Complete Auto Care and approve the Site Plan, contingent upon approval of the UDO Text Amendment and Special Use, and subject to the conditions in the attached draft resolution.



10800 W. Speedway Drive
TKN: 704 1012 000



Planning Department
(414) 425-4024

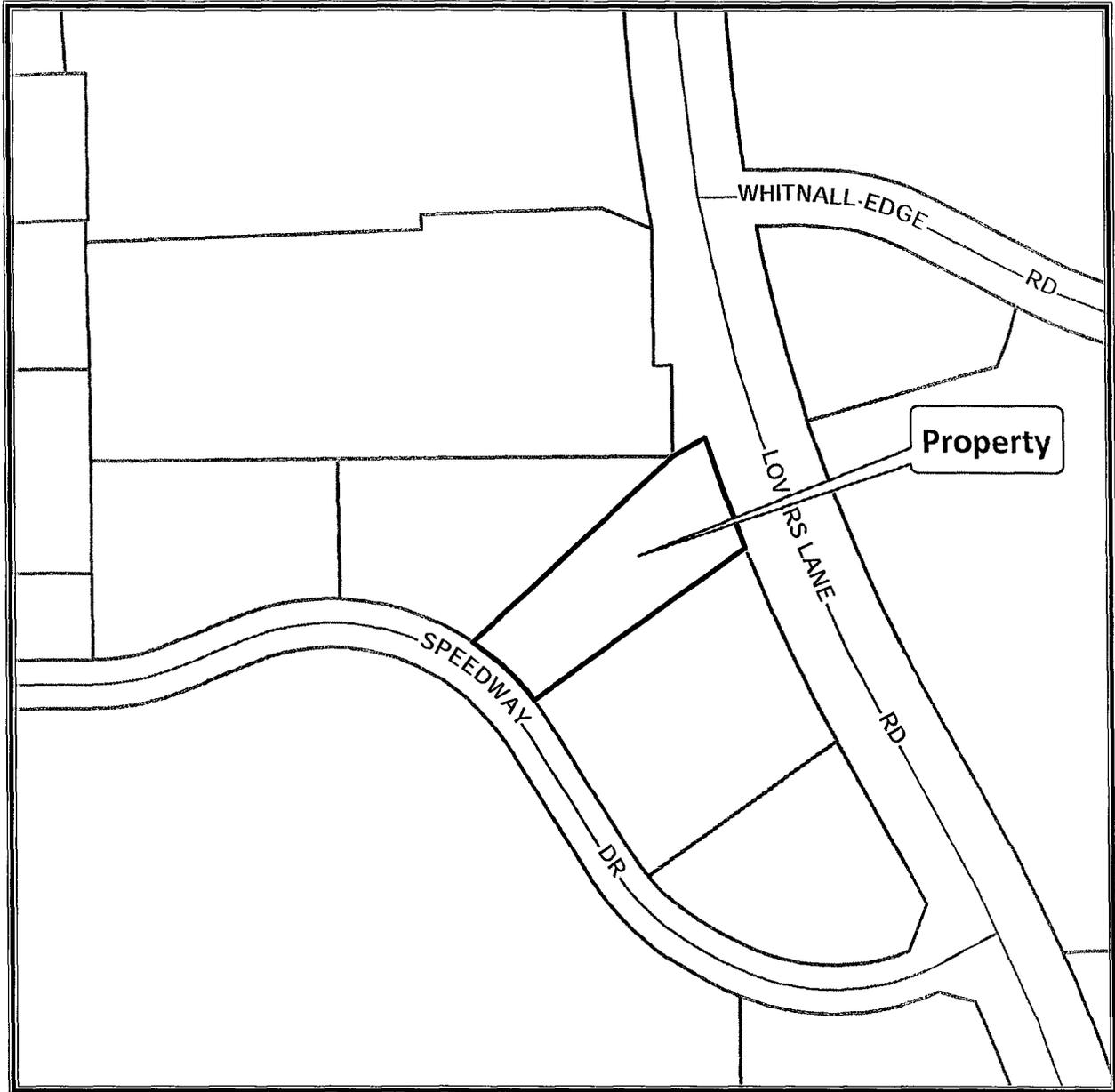


2017 Aerial Photo

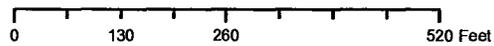
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



10800 W. Speedway Drive
TKN: 704 1012 000



Planning Department
(414) 425-4024



2017 Aerial Photo

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



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LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

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04/09/2020

Planning and Zoning Department
City of Franklin
Attn Mrs Marion Eck
9229 W Loomis Road
Franklin, WI 53132

RE Building Plan Review – Comment Response Letter
10800 W Speedway Drive – New Firestone Complete Auto Care

Below are the responses to the Civil Plan review comments received on the proposed Firestone Complete Auto Care located at 10800 W Speedway Drive.

Review Comments:

Unified Development Ordinance (UDO) Requirements

- 1 Note that a cross-access easement is recommended to be recorded with Milwaukee County for the access to the property to the northwest
Acknowledged Easement will be recorded with the County
- 2 The building setback (abutting S T H 100) is 40-feet per Section 15-5 0108B of the UDO Please revise accordingly
Acknowledged Revised setbacks are included in the site plan
- 3 Is 10-feet of concrete paving and a 20-foot drive aisle sufficient area for cars maneuvering in and out of service bays and parking spaces on the opposite side of the drive aisle? It appears many Firestone locations have more room in this area of the site Note that a minimum 24' drive aisle is required It is recommended that the drive aisle outside of the concrete paving be at least 24 feet
 - Please consider requesting a reduced west side yard setback to allow the building to be shifted in order to provide a 24' drive aisle width or greater as may be necessary Per Section 15-3 0701A.7 the Common Council, pursuant to a Plan Commission recommendation, may modify district regulations*The drive aisle in front of the building is 30 ft wide which exceeds the code required 24' width for aisle with 90-degree parking spaces 30ft aisle is Bridgestone standard implemented throughout the country for their stores*
- 4 Is the temporary construction easement already in place and agreed to by the adjacent property owner?
The temporary construction easement has been verbally agreed upon, document will be provided as required by the City
- 5 Note that no outdoor storage is allowed, except outdoor retail sales areas as may be approved by the Plan Commission If any outdoor sales areas are proposed, please illustrate the location on the Site Plan
Acknowledged Temporary outdoor display examples will be submitted to the City prior to the meeting for review and consideration
- 6 The Landscape Plan includes one sheet of the Site Intensity and Capacity Calculations according to the procedure in DV 15-3 0500 (<https://ecode360.com/33224849>)
Acknowledged Landscape plan has been revised to include the all required tables per comment
- 7 Please provide an elevation of the trash enclosure It is noted that the enclosure will be of similar building materials as the principal building, however, those materials should be specifically identified
Acknowledged Trash elevation is provided with this submittal
- 8 Please provide landscape screening around the transformer pad as may be possible

Acknowledged Landscape plan has been revised and landscape screening provided around the transformer

- 9 Please provide a 30-foot Landscape Buffer yard Easement adjacent to South Lovers Lane Road (S T H 100) Note that no structures shall be allowed within this easement

Acknowledged 30-foot landscape buffer is shown on the plan

- 10 Please show areas for snow storage on the Landscape Plan in accordance with Section 15-5 0210 of the UDO

Acknowledged Snow storage areas as required by UDO have been shown on the Landscape Plan

- 11 Please list plantings by type in Plant Schedule (Canopy/Shade Trees, Evergreens, Decorative Trees, and Shrubs) The UDO requires seven plantings of each type based on 32 parking spaces provided Please demonstrate that this requirement as well as the minimum planting size requirements are being met.

Acknowledged Landscape Schedule has been revised per comment

- 12 Also note that at least two species of each type are required

Acknowledged Landscape plan has been revised to include at least two species of each type tree

- 13 Please provide irrigation in compliance with Section 15-5 0303D of the UDO and note the method of irrigation on the Landscape Plan

Acknowledged Irrigation plan provided

- 14 A minimum 2-year planting guaranty is recommended and should be noted on the Landscape Plan (see Section 15-5.0303G.3 of the UDO)

Acknowledged Note added to the plans

- 15 Note that all landscaping shall be completed prior to issuance of an Occupancy Permit.

Acknowledged Note added to the plans

- 16 Please provide a Lighting Plan in conformance with Division 15-5 0400 Please include catalog/cut sheets for all light types What is the peak height of light poles, including the base and fixture (i.e. measured from grade)?

Acknowledged Photometric plan is included in the set

- 17 Note that Engineering Department approval of the final grading, erosion control, and storm water management plans will be required prior to any land disturbing activities

Acknowledged Two copies of these plans will be sent to Sara Arnold with Engineering for review

- 18 Please be aware that signage must comply with the City of Franklin Sign Code and is subject to separate review and approval, and issuance of a Sign Permit prior to installation Please note on the plans that signage is shown for reference only

Acknowledged Note has been added to the plans

- 19 Architectural revisions are recommended Please consider Section 15-7 0802 of the UDO and the suggestions below

- It is recommended that EIFS only be used as an accent material Brick and stone are the recommended primary building materials Note the building materials and architecture of the adjacent Kwik Trip and Waterstone Bank developments

- The east, north, and west elevations should incorporate architectural elements similar to the south and east sides of the building

- Consider additional bump-outs, variations in building height, building articulation, and other architectural elements that may enhance and improve the architecture of the building

Acknowledged The architectural elevations will be revised so that the brick wainscot is raised to be higher than the top of the awnings around all four elevations This will significantly increase the amount of brick on the building, so the EIFS is only an accent around the top of the building

- 20 Please submit a Natural Resource Protection Plan per Section 15-7 0201 of the UDO If no resources exist onsite, a letter from a qualified professional stating that no resources exist on the property is sufficient

The site is graded and cleared with no existing trees, no steep slopes nor wetlands. Statement in a letter form by Wisconsin Department Natural Resources will be provided as received.

- 21 Please be aware of City impact fees. The impact fee schedule can be found on the City's website at https://www.franklinwi.gov/Files/Inspection/Impact_Fees_2020_Revised_3-9-20201.pdf

Acknowledged

Engineering Department Comments

Engineering requests additional information to complete the review before its recommendation for approval. Since a complete submittal was not made, we cannot offer review comments. The engineer will need to make a complete submittal.

- Two full-size hard copies of the plans
- One hard copy of the required storm water management materials previously discussed in detail with the engineer both in person and in emails (April 23, 2019, and October 10, 2019)
- Electronic copy of the above documents

Acknowledged

Fire Department Comments

The Fire Department has no comments/concerns regarding the proposed changes and use at this location.

Acknowledged

Police Department Comments

The Franklin Police Department has reviewed the Special Use, Site Plan, and UDO Text Amendment Applications for 10800 W. Speedway Dr. The Police Department has no issues with this request.

Acknowledged

Should you have any questions or comments, please feel free to give me a call.
Sincerely,

Rado Nedkov, Project Manager
CEI Engineering Associates, Inc.
(479) 254-1423



CEI Engineering Associates, Inc.

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December 16, 2019

Planning & Zoning Department
City of Franklin, WI
9229 W Loomis Rd
Franklin, WI 53132

Special Use Permit Application

This letter is in request of Special Use Permit for the proposed Firestone Complete Auto Care development located at Speedway Drive near Lover's Lane in the City of Franklin, SIC 7539 (Auto-repair store, not elsewhere classified), and inclusion of SIC 5531 (Auto and Home Supply Stores) use as an accessory use with this development. Under a separate application we have requested UDO text amendment to allow SIC 7539 (Auto-repair store, not elsewhere classified) as a Special Use in M-1, which the property is zoned currently.

Project Summary

This site is currently a vacant lot and consists of approximately 1.23 acres. The site is located approximately 900 feet northeast of the intersection of S. Lovers Lane Road and West Speedway Drive, on the east side of West Speedway Drive.

This project is a proposed 6,262 SF Firestone Complete Auto Care Store (tire and minor automobile repair with mercantile showroom) with eight vehicle service bays. There will be no servicing of vehicles outside the building. The project will include all necessary site improvements including vehicular and pedestrian circulation, a trash enclosure, used inventory storage enclosure, site lighting, landscaping, stormwater management, and all utility connections.

There are 32 proposed parking spaces with this layout, located along the southeast and northeast building façades. A loading area and screened enclosure at the southwest building wall. There will be shared access provided with the property to the west. Temporary construction easement by the adjacent owner will be issued for the improvements and limited grading on the adjacent lot.

There is an existing sanitary sewer and water main crossing the site in an easement, which will be tapped for service per City standards.

Solutions for Land and Life

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

Post development storm water runoff will be captured by few inlets on site and connected to existing manhole located near Speedway Drive. That manhole is a part of the overall development storm system which discharges into an existing pond located west of the site. Business sign is located along Lovers Lane and elevations of the proposed sign are included in the submittal package.

The proposed landscaping will be in compliance with the City standards.

Please see the attached operations statement for a brief description of services offered.

Respectfully submitted,

Radoslav Nedkov, RLA, ASLA, CID
Project Manager
CEI Engineering

Attachments (1)



BRIDGESTONE AMERICAS, INC.
200 4th Avenue South
Nashville, TN 37201

BRIDGESTONE / FIRESTONE SITE CRITERIA / FACTS

Firestone is a 100 + year old company with its regional headquarters in Nashville, TN. We operate over 2200 stores nationwide Our primary competition is Goodyear, Pep Boys, NTB, Discount Tire and numerous other regional competitors Seventy percent of our customers come from a radius of three miles of the store. Other than the retail sale of tires, our primary focus is Manufacture's Scheduled Maintenance, preventative maintenance and automotive repairs.

General Operational Facts:

- 28-35 Cars per day
- 30- 45 car parking is adequate
- 7-10 employees
- Hours of Operation
 - 7AM – 7 PM Monday through Friday
 - 7AM – 6 PM Saturday
 - 9 AM – 5PM Sunday
- No underground storage tanks are utilized for operations
- Store will be Company owned and Operated or Leased
- Uses / activities of business
 - Sale and installation of tires & parts
 - Light automotive service including shocks, struts, brakes, tune-ups and other similar types of repairs
 - No heavy engine work
 - No major transmission work
 - No body or painting type work
 - No towing service
- We do not sell over the counter parts / fluids to consumer
- Low noise generation – 40 db outside of building
- All recyclable products are hauled away by licensed recyclers



BRIDGESTONE AMERICAS, INC.
200 4th Avenue South
Nashville, TN 37201

- Most customers drop off vehicles early and are picked up the same day. Cars left overnight are secured in the bays when applicable.

Storage & Waste Issues:

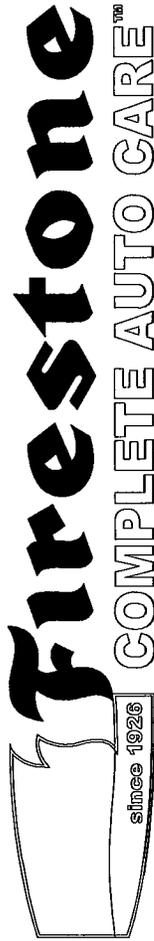
Tire Storage: Our architectural plans provide for a specific area in the building for the storage of used tires. Additionally, we provide for a storage area within the dumpster enclosure to occasionally store (on a temporary basis) small quantities of used tires and metals. We have licensed recyclers who pick up and remove the used products on a regular basis every 7 -10 days. We will also use this same area to store other materials that can be reused / recycled / or reconditioned such as oil filters, brake linings, calipers, exhaust piping, which will be removed by the same licensed recyclers.

Waste Recycling: Our policy is to recycle material whenever possible to remove it from the waste stream. Firestone contracts with duly licensed and insured recyclers to ensure that the disposal of used tires, oil, oil filters, and exhaust systems is accomplished in the most environmentally responsible manner and conforms to all federal and state regulations. Space is provided for the storage of all such materials pending their pickup by a recycler.

Dumpster Enclosure: Our site plan shows two proposed enclosures that will screen a trash dumpster from the neighboring properties. To provide architectural integrity, the dumpster enclosure will be constructed of similar building material as the building itself. A wooden gate, which will remain closed at all times, will provide additional screening for the dumpster and the area inside the enclosure.

Trash Disposal: As a matter of company policy, Firestone restricts the use of its dumpsters to the disposal of trash and discarded parts that can be accepted at landfills. We contract with a licensed waste disposal hauler to dispose of the normal trash associated with operations. Consequently, the dumpster will only be used for cardboard and similar parts packaging materials and discarded parts such as used shock absorbers, air filters, tire valves, etc. that cannot be recycled.

SITE DEVELOPMENT PLANS FOR



W. SPEEDWAY DR
FRANKLIN, WI

RESOURCE LIST

- ENGINEERING**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- ARCHITECT**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- LANDSCAPE ARCHITECT**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- PLANNING**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- CONTRACTOR**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- INSURANCE**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- UTILITY**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- PERMITS**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- ADJACENT PROPERTY OWNERS**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- LOCAL GOVERNMENT**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- STATE GOVERNMENT**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
- FEDERAL GOVERNMENT**
M&E CONSULTANTS, INC.
1111 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100

GENERAL NOTES

- THESE PLANS SHOW THE PROPOSED DEVELOPMENT OF THE SITE AS SHOWN ON THE PLANS. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.
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NOTICE TO BIDDERS

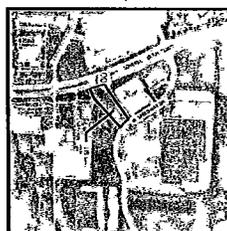
ALL BIDDERS MUST SUBMIT BIDDERS BY THE DATE AND TIME SPECIFIED IN THE BIDDING DOCUMENTS. THE BIDDING DOCUMENTS SHALL BE AVAILABLE FOR REVIEW AT THE OFFICE OF THE ENGINEER FROM 9:00 AM TO 4:00 PM, MONDAY THROUGH FRIDAY. THE BIDDING DOCUMENTS SHALL BE AVAILABLE FOR REVIEW AT THE OFFICE OF THE ENGINEER FROM 9:00 AM TO 4:00 PM, MONDAY THROUGH FRIDAY.

FLOOD ZONE INFORMATION

THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.

PLAN INDEX

- 01. COVER SHEET
- 02. SITE PLAN
- 03. PROPOSED LAYOUT
- 04. PROPOSED LAYOUT
- 05. PROPOSED LAYOUT
- 06. PROPOSED LAYOUT
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- 17. PROPOSED LAYOUT
- 18. PROPOSED LAYOUT
- 19. PROPOSED LAYOUT
- 20. PROPOSED LAYOUT



Vicinity Map
1/10/2006

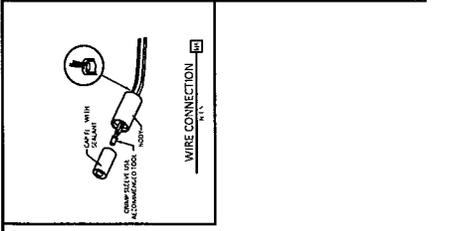
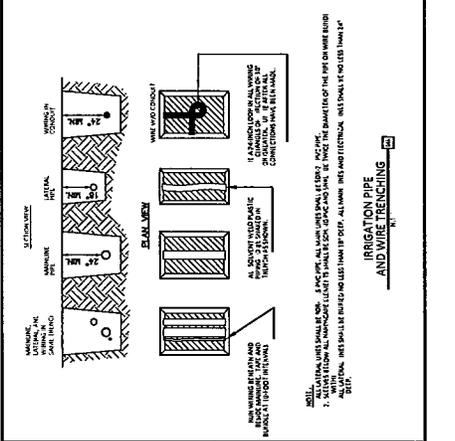
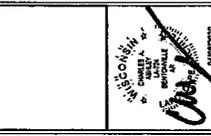
ASSOCIATED PLANS

- 01. PROPOSED LAYOUT
- 02. PROPOSED LAYOUT
- 03. PROPOSED LAYOUT
- 04. PROPOSED LAYOUT
- 05. PROPOSED LAYOUT
- 06. PROPOSED LAYOUT
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- 16. PROPOSED LAYOUT
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- 18. PROPOSED LAYOUT
- 19. PROPOSED LAYOUT
- 20. PROPOSED LAYOUT

GEI Engineering Associates, Inc.
ENGINEERS PLANNERS ARCHITECTS SURVEYORS
3108 SW REGANCY PARKWAY, SUITE 2
BENTONVILLE, AR 72712
(479) 293-9472
fax: (479) 274-0864



Arkansas * California * Minnesota * Pennsylvania * Texas



GENERAL IRRIGATION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE PROJECT MANUAL AND ALL SUPPLEMENTAL SPECIFICATIONS TO THE PROJECT MANUAL PRIOR TO THE START OF THE PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
11. ALL LATERAL LINES SHALL BE EQUIPPED WITH AUTOMATIC TRIM VALVES AT 20' SPANS.
12. ALL MAIN LINES SHALL BE EQUIPPED WITH AUTOMATIC TRIM VALVES AT 20' SPANS.
13. ALL RISERS SHALL BE EQUIPPED WITH AUTOMATIC TRIM VALVES AT 20' SPANS.
14. ALL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
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NOT TO SCALE. SEE SCHEDULE FOR DETAILS.

VERTICAL FITTINGS

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	1/2" DIA. VERTICAL FITTING	1	EA	1.50	1.50
2	3/4" DIA. VERTICAL FITTING	1	EA	2.00	2.00
3	1" DIA. VERTICAL FITTING	1	EA	2.50	2.50
4	1 1/2" DIA. VERTICAL FITTING	1	EA	3.50	3.50
5	2" DIA. VERTICAL FITTING	1	EA	4.50	4.50
6	2 1/2" DIA. VERTICAL FITTING	1	EA	5.50	5.50
7	3" DIA. VERTICAL FITTING	1	EA	6.50	6.50
8	3 1/2" DIA. VERTICAL FITTING	1	EA	7.50	7.50
9	4" DIA. VERTICAL FITTING	1	EA	8.50	8.50
10	4 1/2" DIA. VERTICAL FITTING	1	EA	9.50	9.50
11	5" DIA. VERTICAL FITTING	1	EA	10.50	10.50
12	5 1/2" DIA. VERTICAL FITTING	1	EA	11.50	11.50
13	6" DIA. VERTICAL FITTING	1	EA	12.50	12.50
14	6 1/2" DIA. VERTICAL FITTING	1	EA	13.50	13.50
15	7" DIA. VERTICAL FITTING	1	EA	14.50	14.50
16	7 1/2" DIA. VERTICAL FITTING	1	EA	15.50	15.50
17	8" DIA. VERTICAL FITTING	1	EA	16.50	16.50
18	8 1/2" DIA. VERTICAL FITTING	1	EA	17.50	17.50
19	9" DIA. VERTICAL FITTING	1	EA	18.50	18.50
20	9 1/2" DIA. VERTICAL FITTING	1	EA	19.50	19.50
21	10" DIA. VERTICAL FITTING	1	EA	20.50	20.50
22	10 1/2" DIA. VERTICAL FITTING	1	EA	21.50	21.50
23	11" DIA. VERTICAL FITTING	1	EA	22.50	22.50
24	11 1/2" DIA. VERTICAL FITTING	1	EA	23.50	23.50
25	12" DIA. VERTICAL FITTING	1	EA	24.50	24.50
26	12 1/2" DIA. VERTICAL FITTING	1	EA	25.50	25.50
27	13" DIA. VERTICAL FITTING	1	EA	26.50	26.50
28	13 1/2" DIA. VERTICAL FITTING	1	EA	27.50	27.50
29	14" DIA. VERTICAL FITTING	1	EA	28.50	28.50
30	14 1/2" DIA. VERTICAL FITTING	1	EA	29.50	29.50
31	15" DIA. VERTICAL FITTING	1	EA	30.50	30.50
32	15 1/2" DIA. VERTICAL FITTING	1	EA	31.50	31.50
33	16" DIA. VERTICAL FITTING	1	EA	32.50	32.50
34	16 1/2" DIA. VERTICAL FITTING	1	EA	33.50	33.50
35	17" DIA. VERTICAL FITTING	1	EA	34.50	34.50
36	17 1/2" DIA. VERTICAL FITTING	1	EA	35.50	35.50
37	18" DIA. VERTICAL FITTING	1	EA	36.50	36.50
38	18 1/2" DIA. VERTICAL FITTING	1	EA	37.50	37.50
39	19" DIA. VERTICAL FITTING	1	EA	38.50	38.50
40	19 1/2" DIA. VERTICAL FITTING	1	EA	39.50	39.50
41	20" DIA. VERTICAL FITTING	1	EA	40.50	40.50
42	20 1/2" DIA. VERTICAL FITTING	1	EA	41.50	41.50
43	21" DIA. VERTICAL FITTING	1	EA	42.50	42.50
44	21 1/2" DIA. VERTICAL FITTING	1	EA	43.50	43.50
45	22" DIA. VERTICAL FITTING	1	EA	44.50	44.50
46	22 1/2" DIA. VERTICAL FITTING	1	EA	45.50	45.50
47	23" DIA. VERTICAL FITTING	1	EA	46.50	46.50
48	23 1/2" DIA. VERTICAL FITTING	1	EA	47.50	47.50
49	24" DIA. VERTICAL FITTING	1	EA	48.50	48.50
50	24 1/2" DIA. VERTICAL FITTING	1	EA	49.50	49.50
51	25" DIA. VERTICAL FITTING	1	EA	50.50	50.50
52	25 1/2" DIA. VERTICAL FITTING	1	EA	51.50	51.50
53	26" DIA. VERTICAL FITTING	1	EA	52.50	52.50
54	26 1/2" DIA. VERTICAL FITTING	1	EA	53.50	53.50
55	27" DIA. VERTICAL FITTING	1	EA	54.50	54.50
56	27 1/2" DIA. VERTICAL FITTING	1	EA	55.50	55.50
57	28" DIA. VERTICAL FITTING	1	EA	56.50	56.50
58	28 1/2" DIA. VERTICAL FITTING	1	EA	57.50	57.50
59	29" DIA. VERTICAL FITTING	1	EA	58.50	58.50
60	29 1/2" DIA. VERTICAL FITTING	1	EA	59.50	59.50
61	30" DIA. VERTICAL FITTING	1	EA	60.50	60.50
62	30 1/2" DIA. VERTICAL FITTING	1	EA	61.50	61.50
63	31" DIA. VERTICAL FITTING	1	EA	62.50	62.50
64	31 1/2" DIA. VERTICAL FITTING	1	EA	63.50	63.50
65	32" DIA. VERTICAL FITTING	1	EA	64.50	64.50
66	32 1/2" DIA. VERTICAL FITTING	1	EA	65.50	65.50
67	33" DIA. VERTICAL FITTING	1	EA	66.50	66.50
68	33 1/2" DIA. VERTICAL FITTING	1	EA	67.50	67.50
69	34" DIA. VERTICAL FITTING	1	EA	68.50	68.50
70	34 1/2" DIA. VERTICAL FITTING	1	EA	69.50	69.50
71	35" DIA. VERTICAL FITTING	1	EA	70.50	70.50
72	35 1/2" DIA. VERTICAL FITTING	1	EA	71.50	71.50
73	36" DIA. VERTICAL FITTING	1	EA	72.50	72.50
74	36 1/2" DIA. VERTICAL FITTING	1	EA	73.50	73.50
75	37" DIA. VERTICAL FITTING	1	EA	74.50	74.50
76	37 1/2" DIA. VERTICAL FITTING	1	EA	75.50	75.50
77	38" DIA. VERTICAL FITTING	1	EA	76.50	76.50
78	38 1/2" DIA. VERTICAL FITTING	1	EA	77.50	77.50
79	39" DIA. VERTICAL FITTING	1	EA	78.50	78.50
80	39 1/2" DIA. VERTICAL FITTING	1	EA	79.50	79.50
81	40" DIA. VERTICAL FITTING	1	EA	80.50	80.50
82	40 1/2" DIA. VERTICAL FITTING	1	EA	81.50	81.50
83	41" DIA. VERTICAL FITTING	1	EA	82.50	82.50
84	41 1/2" DIA. VERTICAL FITTING	1	EA	83.50	83.50
85	42" DIA. VERTICAL FITTING	1	EA	84.50	84.50
86	42 1/2" DIA. VERTICAL FITTING	1	EA	85.50	85.50
87	43" DIA. VERTICAL FITTING	1	EA	86.50	86.50
88	43 1/2" DIA. VERTICAL FITTING	1	EA	87.50	87.50
89	44" DIA. VERTICAL FITTING	1	EA	88.50	88.50
90	44 1/2" DIA. VERTICAL FITTING	1	EA	89.50	89.50
91	45" DIA. VERTICAL FITTING	1	EA	90.50	90.50
92	45 1/2" DIA. VERTICAL FITTING	1	EA	91.50	91.50
93	46" DIA. VERTICAL FITTING	1	EA	92.50	92.50
94	46 1/2" DIA. VERTICAL FITTING	1	EA	93.50	93.50
95	47" DIA. VERTICAL FITTING	1	EA	94.50	94.50
96	47 1/2" DIA. VERTICAL FITTING	1	EA	95.50	95.50
97	48" DIA. VERTICAL FITTING	1	EA	96.50	96.50
98	48 1/2" DIA. VERTICAL FITTING	1	EA	97.50	97.50
99	49" DIA. VERTICAL FITTING	1	EA	98.50	98.50
100	49 1/2" DIA. VERTICAL FITTING	1	EA	99.50	99.50

HORIZONTAL FITTINGS

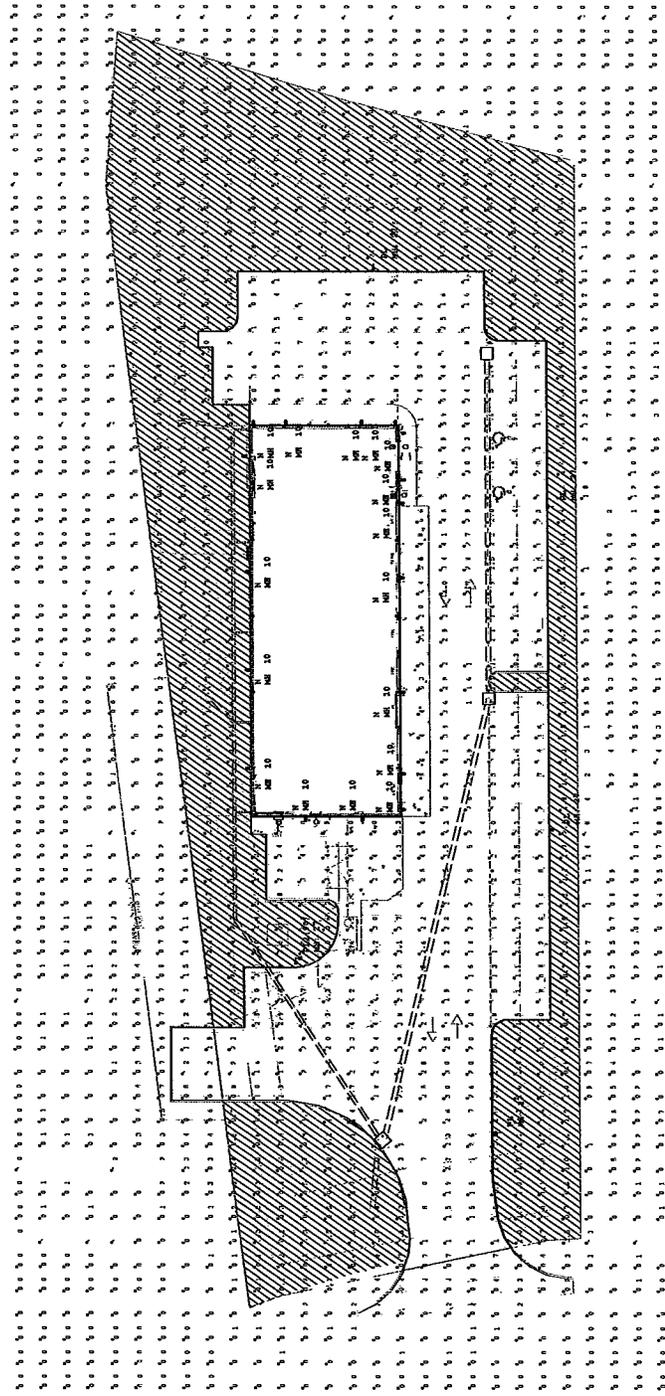
ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	1/2" DIA. HORIZONTAL FITTING	1	EA	1.50	1.50
2	3/4" DIA. HORIZONTAL FITTING	1	EA	2.00	2.00
3	1" DIA. HORIZONTAL FITTING	1	EA	2.50	2.50
4	1 1/2" DIA. HORIZONTAL FITTING	1	EA	3.50	3.50
5	2" DIA. HORIZONTAL FITTING	1	EA	4.50	4.50
6	2 1/2" DIA. HORIZONTAL FITTING	1	EA	5.50	5.50
7	3" DIA. HORIZONTAL FITTING	1	EA	6.50	6.50
8	3 1/2" DIA. HORIZONTAL FITTING	1	EA	7.50	7.50
9	4" DIA. HORIZONTAL FITTING	1	EA	8.50	8.50
10	4 1/2" DIA. HORIZONTAL FITTING	1	EA	9.50	9.50
11	5" DIA. HORIZONTAL FITTING	1	EA	10.50	10.50
12	5 1/2" DIA. HORIZONTAL FITTING	1	EA	11.50	11.50
13	6" DIA. HORIZONTAL FITTING	1	EA	12.50	12.50
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20	9 1/2" DIA. HORIZONTAL FITTING	1	EA	19.50	19.50
21	10" DIA. HORIZONTAL FITTING	1	EA	20.50	20.50
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40	19 1/2" DIA. HORIZONTAL FITTING	1	EA	39.50	39.50
41	20" DIA. HORIZONTAL FITTING	1	EA	40.50	40.50
42	20 1/2" DIA. HORIZONTAL FITTING	1	EA	41.50	41.50
43	21" DIA. HORIZONTAL FITTING	1	EA	42.50	42.50
44	21 1/2" DIA. HORIZONTAL FITTING	1	EA	43.50	43.50
45	22" DIA. HORIZONTAL FITTING	1	EA	44.50	44.50
46	22 1/2" DIA. HORIZONTAL FITTING	1	EA	45.50	45.50
47	23" DIA. HORIZONTAL FITTING	1	EA	46.50	46.50
48	23 1/2" DIA. HORIZONTAL FITTING	1	EA	47.50	47.50
49	24" DIA. HORIZONTAL FITTING	1	EA	48.50	48.50
50	24 1/2" DIA. HORIZONTAL FITTING	1	EA	49.50	49.50
51	25" DIA. HORIZONTAL FITTING	1	EA	50.50	50.50
52	25 1/2" DIA. HORIZONTAL FITTING	1	EA	51.50	51.50
53	26" DIA. HORIZONTAL FITTING	1	EA	52.50	52.50
54	26 1/2" DIA. HORIZONTAL FITTING	1	EA	53.50	53.50
55	27" DIA. HORIZONTAL FITTING	1	EA	54.50	54.50
56	27 1/2" DIA. HORIZONTAL FITTING	1	EA	55.50	55.50
57	28" DIA. HORIZONTAL FITTING	1	EA	56.50	56.50
58	28 1/2" DIA. HORIZONTAL FITTING	1	EA	57.50	57.50
59	29" DIA. HORIZONTAL FITTING	1	EA	58.50	58.50
60	29 1/2" DIA. HORIZONTAL FITTING	1	EA	59.50	59.50
61	30" DIA. HORIZONTAL FITTING	1	EA	60.50	60.50
62	30 1/2" DIA. HORIZONTAL FITTING	1	EA	61.50	61.50
63	31" DIA. HORIZONTAL FITTING	1	EA	62.50	62.50
64	31 1/2" DIA. HORIZONTAL FITTING	1	EA	63.50	63.50
65	32" DIA. HORIZONTAL FITTING	1	EA	64.50	64.50
66	32 1/2" DIA. HORIZONTAL FITTING	1	EA	65.50	65.50
67	33" DIA. HORIZONTAL FITTING	1	EA	66.50	66.50
68	33 1/2" DIA. HORIZONTAL FITTING	1	EA	67.50	67.50
69	34" DIA. HORIZONTAL FITTING	1	EA	68.50	68.50
70	34 1/2" DIA. HORIZONTAL FITTING	1	EA	69.50	69.50
71	35" DIA. HORIZONTAL FITTING	1	EA	70.50	70.50
72	35 1/2" DIA. HORIZONTAL FITTING	1	EA	71.50	71.50
73	36" DIA. HORIZONTAL FITTING	1	EA	72.50	72.50
74	36 1/2" DIA. HORIZONTAL FITTING	1	EA	73.50	73.50
75	37" DIA. HORIZONTAL FITTING	1	EA	74.50	74.50
76	37 1/2" DIA. HORIZONTAL FITTING	1	EA	75.50	75

Luminaire Schedule			
Symbol	Qty	Label	Part Number
17	N	WALL MOUNT	XSPW-S-WA-SME-2L-57K-LU-xx (Wall Lgt=1)
4	PL	SINGLE	OSQ-A-NM-AIE-B-57K-LU-BK (Area)
1	PL(90)	2 @ 90°	OSQ-A-NM-AIE-B-57K-LU-BK (Area)

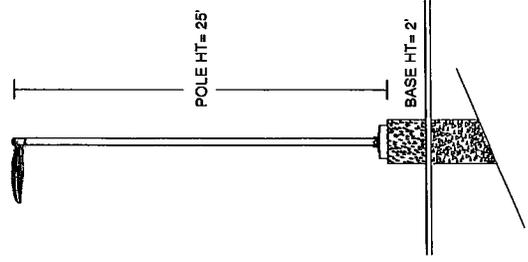
Calculation Summary 1.00 LLF			
Label	Units	Avg	Max
All Circ Points	Fc	0.96	11.2
Paved Parking	Fc	2.73	11.2
		Avg/Min	Max/Min
		3.90	16.00

POLE SCHEDULE
 (4) OSQ-SP-4011-25-21-S/W/AS (25' x 4" 1/4" STEEL POLE SINGLE MOUNT)
 (4) OSQ-SP-4011-25-21-S/W/AS (25' x 4" 1/4" STEEL POLE, 48997)
 (8) OSQ-DA-BK (Direct Arm Mount)

PROPOSED POLES MEET 120MPH SUSTAINED WINDS
 *** CUSTOMER TO VERIFY ORDERING INFORMATION AND CATALOGUE NUMBER PRIOR TO PLACING ORDER ***

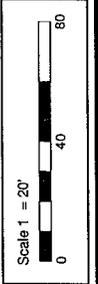


OSQ Area Luminaire



CREE LIGHTING
 A COMPANY OF IDEAL INDUSTRIES, INC.
 9201 Washington Ave, Racine, WI 53402, <http://www.creeled.com> (800) 254-8000

Project Name: BSRO Firestone- S. LOVERS LN. & W. SPEEDWAY DR. Franklin, WI
 SR-39945
 Footcandles calculated at grade
 Filename FRS-191219FRWICJW-AS
 Date: 12/19/2019



Layout By: Colin Witherow
 Date: 12/19/2019

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">05/05/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT §15-3.0307 CC CITY CIVIC CENTER DISTRICT, SUBSECTION A.9., TO EXEMPT THE PROPERTY IN THE NORTHEASTERN CORNER OF THE DISTRICT, SUCH PROPERTY BEARING TAX KEY NO. 794- 9999-009, FROM THE REQUIREMENTS FOR CROSS-ACCESS FOR BOTH PEDESTRIAN AND VEHICULAR CIRCULATION WITH ADJACENT PARCEL(S) TO THE EAST OF THE SUBJECT PROPERTY</p> <p style="text-align: center;">(STEVEN PAGNOTTA OF BRADFORD FRANKLIN LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6, 10,</i></p>

At the April 23, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of an Ordinance to amend the Unified Development Ordinance Text at §15-3.0307 CC CITY CIVIC CENTER DISTRICT, Subsection A.9., to exempt the property in the northeastern corner of the District, Such Property bearing Tax Key No. 794-9999-009 from the requirements for Cross Access for both pedestrian and vehicular circulation with the adjacent parcel(s) to the east of the subject property.

This UDO Text Amendment is a condition of the Site Plan and Special Use for the Learning Experience Daycare facility to be located at 9651 W. Drexel Ave. (Previously addressed as 7760 S Lovers Lane Road).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2020-_____, to amend Unified Development Ordinance §15-3.0307 CC CITY CIVIC CENTER DISTRICT, Subsection A.9., to exempt the property in the northeastern corner of the District, Such Property bearing Tax Key No. 794-9999-009 from the requirements for Cross Access for both pedestrian and vehicular circulation with the adjacent parcel(s) to the east of the subject property. (Steve Pagnotta, Bradford Franklin LLC)

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT §15-3.0307 CC CITY CIVIC CENTER DISTRICT, SUBSECTION A.9., TO EXEMPT THE PROPERTY IN THE NORTHEASTERN CORNER OF THE DISTRICT, SUCH PROPERTY BEARING TAX KEY NO. 794-9999-009, FROM THE REQUIREMENTS FOR CROSS-ACCESS FOR BOTH PEDESTRIAN AND VEHICULAR CIRCULATION WITH ADJACENT PARCEL(S) TO THE EAST OF THE SUBJECT PROPERTY (STEVEN PAGNOTTA OF BRADFORD FRANKLIN LLC, APPLICANT)

WHEREAS, §15-3.0307 CC City Civic Center District, specifically subsection A.9. of the Unified Development Ordinance, requires that cross-access for both pedestrian and vehicular circulation be provided between adjacent parcels at the time of any new development or redevelopment; and

WHEREAS, Steven Pagnotta of Bradford Franklin LLC, Applicant, having applied for a text amendment to §15-3.0307A.9. of the Unified Development Ordinance for the purposes that upon existing District developments and the proposed development of the property in the northeastern corner of the District as of May 1, 2020, the property bearing Tax Key No. 794-9999-009, for which a Special Use approval and a Site Plan approval have been granted, that the cross-access for pedestrian and vehicular circulation between adjacent parcels, is not appropriate with regard to the proposed daycare facility and outdoor play area for children development on the property, with regard to the adjacent parcel(s) to the east of the subject property; and

WHEREAS, the Plan Commission having reviewed the proposed amendment, and having held a public hearing on the proposal on the 23rd day of April, 2020 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0307 CC CITY CIVIC CENTER DISTRICT, specifically §15-3.0307A.9. of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to add the following at the end of the existing text:

Upon existing District developments and the proposed development of the property in the northeastern corner of the District as of May 1, 2020, the property bearing Tax Key No. 794-9999-009, for which a Special Use approval and a Site Plan approval have been granted for a daycare facility and outdoor play area for children development, is exempt from the foregoing Intent requirements of this subsection, until such time as the owners of such property agree to release such exemption and have the subject property be subject to the requirements for cross-access for both pedestrian and vehicular circulation with adjacent parcel(s) to the east of the subject property; the aforesaid exemption may be voided in the sole discretion of the Common Council should the Special Use and Site Plan approvals development of the property not occur within the time requirements set forth in such approvals, or if such development is substantially altered.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020, by Alderman _____.

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 _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of April 23, 2020

Unified Development Ordinance Text Amendment

RECOMMENDATION: City Development staff recommends denial of the application to amend the text of the CC Civic Center District section of the Unified Development Ordinance for The Learning Experience daycare facility located at 9651 W. Drexel Ave.

Project Name:	Unified Development Ordinance Text Amendment
Project Address:	9651 W. Drexel Ave
Applicant:	Gary Wendt, Bradford Franklin LLC
Property Owner:	Franklin-Wyndham, LLC
Current Zoning:	CC City Civic Center District
2025 Comprehensive Plan	Mixed Use
Use of Surrounding Properties:	Single-family residential to the north, stormwater detention pond to the south, Risen Savior Lutheran Church to the east and Summit Credit Union to the west
Applicant Action Requested:	Recommendation of approval for the proposed Unified Development Ordinance Text Amendment lifting the cross access requirement, to allow for the development of The Learning Center daycare facility.

Please note:

- Although staff is recommending denial of the proposed text amendment, should the City wish to approve the project, suggested conditions of approval are set forth in each of the associated draft ordinance and resolution.

INTRODUCTION

On November 21, 2019 the Plan Commission approved, with several conditions, a Site Plan Application for the development of The Learning Experience daycare facility, located at 9651 W. Drexel Ave., previously addressed as 7760 S. Lovers Lane Rd. Common Council approved the related Special Use on December 3, 2019. Both approvals include the condition that:

“Applicant shall obtain City approval of a UDO Text Amendment removing or revising requirements for cross access, or obtain a waiver of such requirement by Common Council if such waiver is available as determined by the City Attorney, prior to issuance of Building Permits.”

§15-3.0307.A.9 of the UDO stipulates that properties in the CC Civic Center District shall provide cross access for both pedestrians and vehicles at the time of development, or easements or a letter of credit when this is not practical.

A complete application for the UDO Text Amendment, requesting to amend this portion of the text, was received on January 13, 2020

PROJECT DESCRIPTION AND ANALYSIS

The subject property is a vacant lot of approximately 1.13 acres, located on the southeast corner of Drexel Avenue and the Shoppes at Wyndham Village access road. It does not have access to Lovers Lane Road or direct access to Drexel Avenue.

Site Plan:

The proposed The Learning Experience daycare facility is a 10,000 square foot, single-story building. A 4,463 square-foot playground, surrounded by a fence is located immediately adjacent to the south side of the building. The site plan includes one driveway off of the Shoppes at Wyndham Village access road.

Staff originally recommend denial of the overall project because, among several other reasons, the applicant does not provide cross access as required by: the CC City Civic Center District; the approved Floating Cross Access Easement; and past City practice and policy which typically requires construction of the cross access at the time of development of the subject parcel. If the amendment is approved, should the parcel to the east be divided and sold but a driveway is not provided, the burden of access would likely fall on the property owners, Risen Savior Lutheran Church.

Comprehensive Master Plan Consistency:

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject property as "Mixed Use." Staff believes that this proposed amendment to the UDO is not consistent with the following objectives set forth within the Comprehensive Master Plan:

- Encourage land uses, densities, and regulations that promote efficient development patterns and relatively low municipal and utility costs.
- Build community identity by revitalizing main streets, special districts, and other important areas of the City, enforcing appropriate design standards, and by creating and preserving varied and unique development and land uses.

By way of Resolution No. 2007-11, the Plan Commission approved a Site Plan for the entire Shoppes of Wyndham Village development, including the subject parcel. By way of Resolution No. 2007-6339, the Common Council approved a Floating Access Easement in perpetuity "to construct a path on, over and across the Wyndham property to grant pedestrian or motor vehicle access to the adjoining easterly Property". Specifically, the floating access easement is located across the entire subject parcel, with the exact location "to be mutually determined in the future by Grantor and Grantee so as to not unreasonably interfere with the normal and customary operations carried out on the Wyndham Property."

Franklyn-Wyndham, LLC has granted release of cross access to the parcel to the east, as detailed in the attached letter.

STAFF RECOMMENDATION

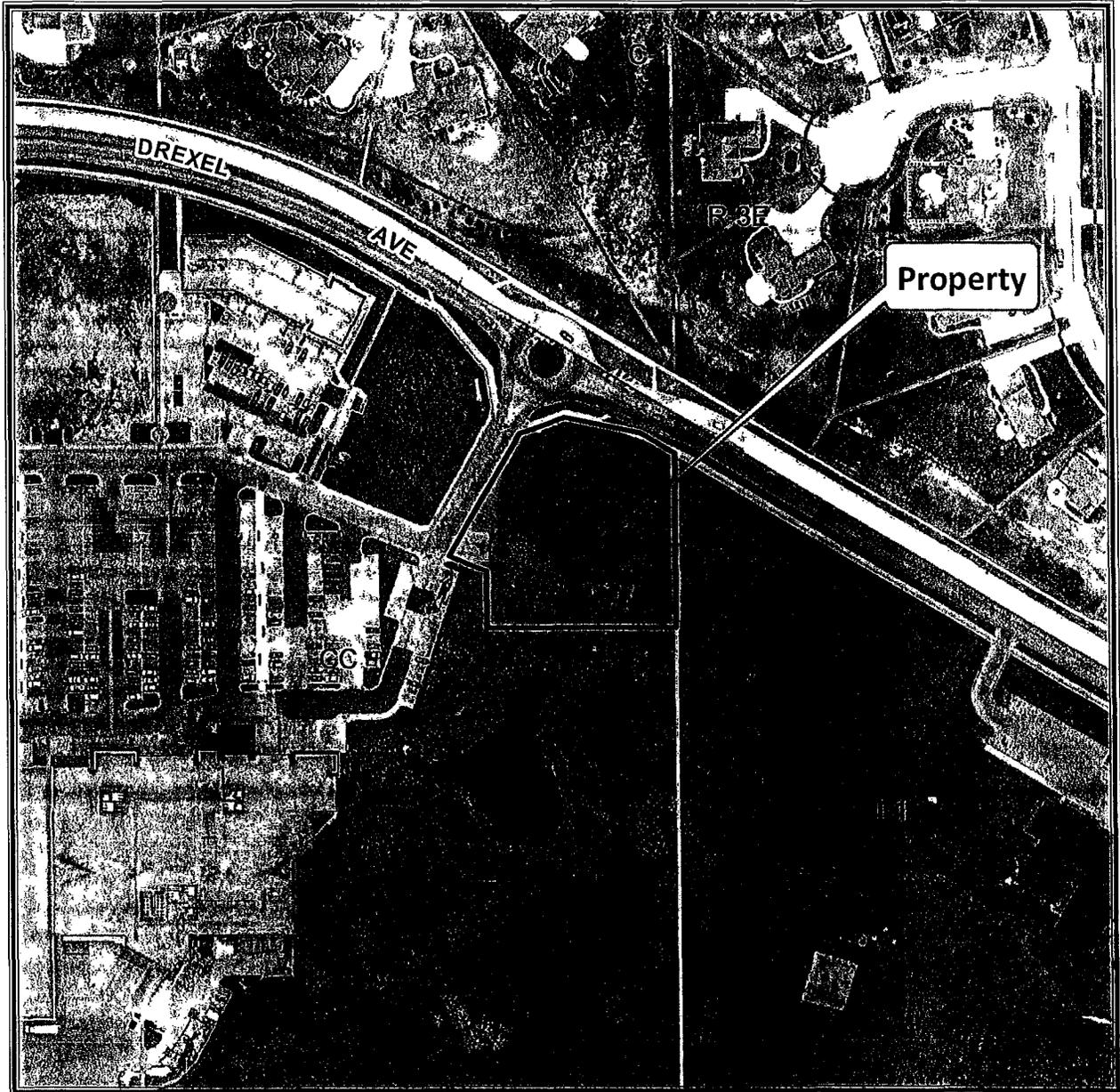
City Development staff recommends denial of the application to amend the text of the CC Civic Center District section of the Unified Development Ordinance.

However, if the City wishes to approve the proposed project, staff recommends it be approved subject to the conditions of approval contained in the attached draft resolutions. In addition, staff would have the following suggestion:

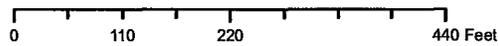
1. That the text of the proposed amendment stipulate that, should the site plan for the property be amended, the cross access requirement be reinstated.
2. Economic Development Staff concur with removing cross-access requirement and requiring cross-access should the site plan be amended or the property be sold.



9651 W. Drexel Ave.
TKN: 794 9999 009



Planning Department
(414) 425-4024

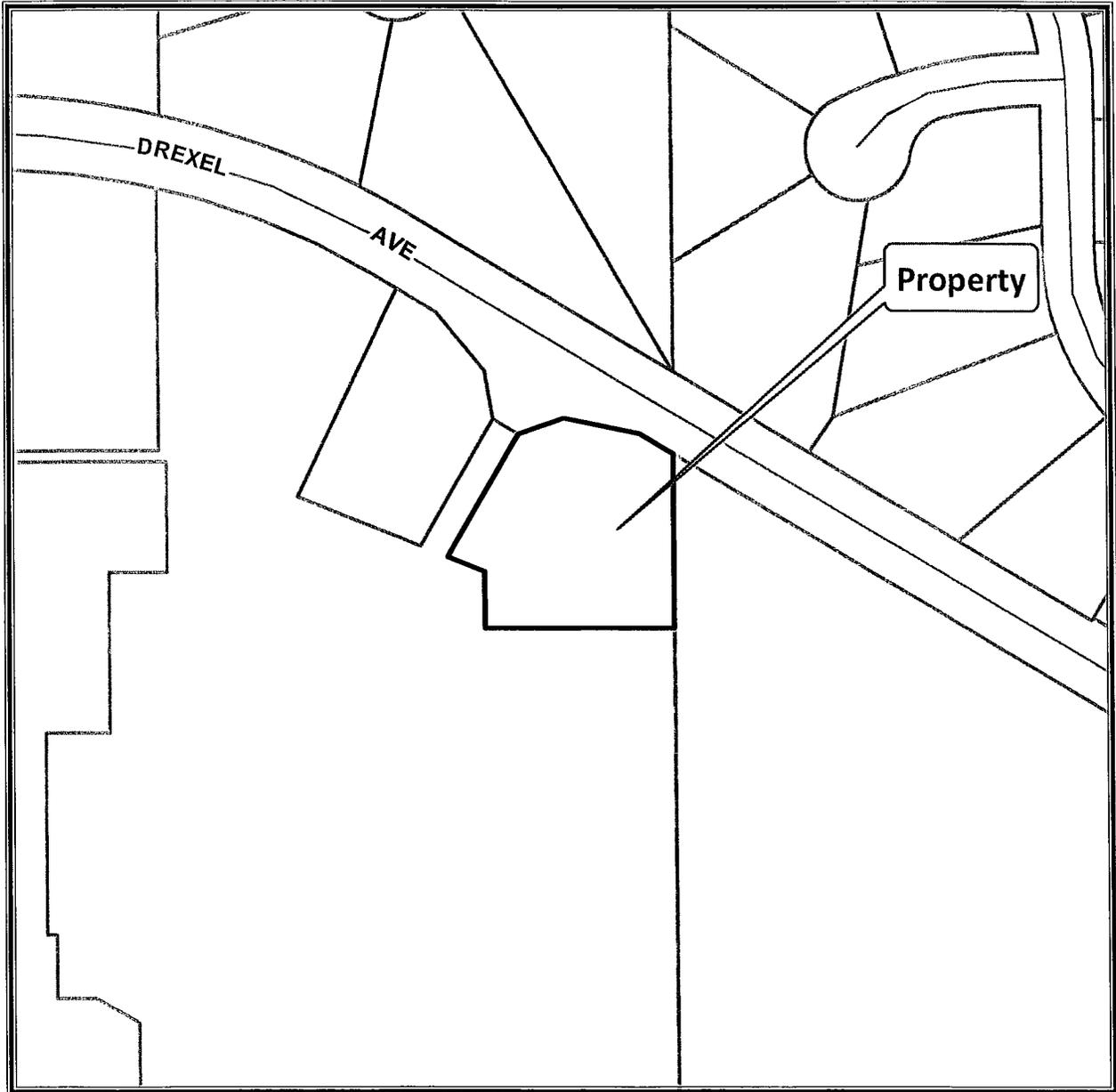


2017 Aerial Photo

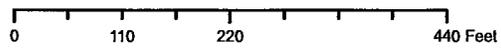
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



9651 W. Drexel Ave.
TKN: 794 9999 009



Planning Department
(414) 425-4024



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



2017 Aerial Photo

Description of Proposed UDO Text Amendment

January 7, 2020

Project: The Learning Experience – Franklin, WI
Client: The Bradford Real Estate Companies
Location: 9651 Drexel Ave. Franklin WI (Tax Key ID 794-9999-009)
CE LTD #: CE180034

The applicant is requesting a waiver of the requirement that development of the subject property allow for pedestrian and vehicular cross-access with the Church property to the east (Tax Key ID 794-9995-003).

The applicant requests that the cross-access requirement be waived for the subject property only, not for the entirety of the Wyndham development, and not for the entirety of the CC City Civic Center District.

The applicant requests that the cross-access agreement be waived for the proposed development until such time as the owners/applicants choose to release said waiver. It is anticipated that future redevelopment of the Shoppes at Wyndham or other adjacent parcels may allow other provisions for access to the Church property to the east.

It is understood that a waiver of the cross-access requirements would require:

- An amendment to Section 15-3.0307.A.9 of the Franklin WI Unified Development Ordinance, which requires cross-access between adjacent parcels within the CC City Civic Center district, and
- An amendment to Resolution 2007-6339, which establishes a Floating Cross-Access Easement across the entire Wyndham Property, including the subject property, in order to provide access to the Church property to the east.



CLOVERLEAF

April 9, 2020

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

**Re: UDO Amendment Relating to the Learning Experience Development
at 9651 Drexel Avenue, Franklin , WI**

To Whom it May Concern:

In connection with the above referenced proposed development, we, Franklin-Wyndham, LLC, as the property owner/grantor, have reviewed the amendment description, dated January 7, 2020, and support and will grant the release of the existing cross easement to the adjacent church property.

Please do not hesitate to contact me at jeb@cleafgroup.com with any questions. Thank you for your prompt attention to this matter.

Very truly yours,

Franklyn-Wyndham, LLC
By: The Cloverleaf Real Estate Group, Inc.
Its Manager

Jonathan E. Basofin, President
jeb@cleafgroup.com
JEB:lav

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<p>APPROVAL</p> <p><i>slu</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>05/05/20</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION AUTHORIZING THE WAIVER AND RELEASE IN PART OF THE FLOATING ACCESS EASEMENT UPON AND WITHIN THE SHOPPES AT WYNDHAM VILLAGE, PREVIOUSLY APPROVED BY RESOLUTION NO. 2007- 6339, SOLELY FOR THE PROPERTY LOCATED AT 9651 WEST DREXEL AVE. (PREVIOUSLY ADDRESSED AS 7760 SOUTH LOVERS LANE ROAD) (STEVE PAGNOTTA, MANAGING MEMBER OF BRADFORD FRANKLIN LLC, APPLICANT, FRANKLIN- WYNDHAM, LLC, PROPERTY OWNER)</p>	<p>ITEM NUMBER</p> <p><i>6.11.</i></p>

At the April 23, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of a resolution authorizing the waiver and release in part of the floating access easement upon land within the Shoppes at Wyndham Village, previously approved by Resolution No. 2007-6339, solely for the property located at 9651 W. Drexel Ave. (Previously addressed as 7760 S Lovers Lane Road).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2020-_____, authorizing the waiver and release in part of the floating access easement upon land within the Shoppes at Wyndham Village, previously approved by Resolution No. 2007-6339, solely for the property located at 9651 W. Drexel Ave. (Steve Pagnotta, Bradford Franklin LLC, APPLICANT, Franklin-Wyndham, LLC, PROPERTY OWNER)

RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING THE WAIVER AND RELEASE IN PART OF THE FLOATING ACCESS EASEMENT UPON LAND WITHIN THE SHOPPES AT WYNDHAM VILLAGE, PREVIOUSLY APPROVED BY RESOLUTION NO. 2007-6339, SOLELY FOR THE PROPERTY LOCATED AT 9651 WEST DREXEL AVENUE (PREVIOUSLY ADDRESSED AS 7760 SOUTH LOVERS LANE ROAD) (STEVE PAGNOTTA, MANAGING MEMBER OF BRADFORD FRANKLIN LLC, APPLICANT, FRANKLIN-WYNDHAM, LLC, PROPERTY OWNER)

WHEREAS, Steve Pagnotta, Managing Member of Bradford Franklin LLC having applied for a waiver and release of the Floating Access Easement upon property located at 9651 West Drexel Avenue (approximately 1.13 acres of vacant land, previously addressed as 7760 Lovers Lane Road) to construct a 10,000 square foot one-story daycare building (The Learning Experience), 4,463 square foot playground and parking lot (35 parking spaces), with associated landscaping, fencing and lighting [the applicant received approval for a Special Use and Site Plan for the property on December 3, 2019, and as a condition of the approvals, applicant must obtain a waiver of the cross-access requirement for the subject property only, not the entirety of the Shoppes at Wyndham Village development, and not for the entirety of the CC City Civic Center District, wherein the property is located]; and

WHEREAS, the subject Floating Access Easement approved by the Common Council pursuant to Resolution No. 2007-6339 on September 25, 2007, was recorded in the Office of the Register of Deeds for Milwaukee County on November 21, 2007, as Document No. 09526084, applicable to the lands described as follows:

Lot 1, Certified Survey Map No. 8000, being a Redivision of Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377, and lands in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 5 North, Range 21 East, in the city of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the property to be released and waived in part therefrom pursuant to this Resolution is located at 9651 West Drexel Avenue, bearing Tax Key No. 794-9999-009 and is more particularly described as follows:

Lot 4 of Certified Survey Map No. 8567, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013. As Document No. 10315111; being a Resubdivision of Lot 1 of Certified Survey Map No. 8000, being a Resubdivision of Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377, and lands in the Southwest Quarter and the Northwest Quarter of the Southeast

Quarter of Section 8, Township 5 North, Range 21 East; said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, the Floating Access Easement and its accompanying requirement for cross-access applies to the properties across the entirety of the Shoppes at Wyndham Village development and the CC City Civic Center District, and the applicant having submitted, that for the property bearing Tax Key No. 794-9999-009, for which a Special Use approval and a Site Plan approval have been granted, that the cross-access for pedestrian and vehicular circulation between adjacent parcels, is not appropriate with regard to the proposed daycare facility and outdoor play area for children development on the property, with regard to the adjacent parcel(s) to the east of the subject property ; and

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

WHEREAS, the Common Council having considered the request for the waiver and release of the cross-access requirements of the Floating Access Easement for the subject property 10,000 square foot one-story daycare building (The Learning Experience), 4,463 square foot playground and parking lot (35 parking spaces), with associated landscaping, fencing and lighting, and that the proposed waiver/release is only for the subject property.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the cross-access requirements of the Floating Access Easement approved pursuant to Resolution No. 2007-6339, as they apply to the property located at 9651 West Drexel Avenue, bearing Tax Key No. 794-9999-009, only, for both pedestrian and vehicular circulation with adjacent parcel(s) to the east of the subject property, be and the same are hereby waived and released, provided that such cross-access requirements may be reinstated by way of the agreement thereto by the owner(s) of the subject property from time to time in the future and a resulting rescinding of this Resolution by the Common Council, and further provided that this Resolution may be rescinded in the sole discretion of the Common Council should the Special Use and Site Plan approvals development of the subject property not occur within the time requirements set forth in such approvals, or if such development is substantially altered.

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

RESOLUTION NO. 2020-_____

Page 3

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 April 23, 2020

Unified Development Ordinance Text Amendment

RECOMMENDATION: City Development staff recommends denial of the application to amend the text of the CC Civic Center District section of the Unified Development Ordinance for The Learning Experience daycare facility located at 9651 W. Drexel Ave.

Project Name:	Unified Development Ordinance Text Amendment
Project Address:	9651 W. Drexel Ave
Applicant:	Gary Wendt, Bradford Franklin LLC
Property Owner:	Franklin-Wyndham, LLC
Current Zoning:	CC City Civic Center District
2025 Comprehensive Plan	Mixed Use
Use of Surrounding Properties:	Single-family residential to the north, stormwater detention pond to the south, Risen Savior Lutheran Church to the east and Summit Credit Union to the west
Applicant Action Requested:	Recommendation of approval for the proposed Unified Development Ordinance Text Amendment lifting the cross access requirement, to allow for the development of The Learning Center daycare facility.

Please note:

- Although staff is recommending denial of the proposed text amendment, should the City wish to approve the project, suggested conditions of approval are set forth in each of the associated draft ordinance and resolution.

INTRODUCTION

On November 21, 2019 the Plan Commission approved, with several conditions, a Site Plan Application for the development of The Learning Experience daycare facility, located at 9651 W. Drexel Ave., previously addressed as 7760 S. Lovers Lane Rd. Common Council approved the related Special Use on December 3, 2019. Both approvals include the condition that:

“Applicant shall obtain City approval of a UDO Text Amendment removing or revising requirements for cross access, or obtain a waiver of such requirement by Common Council if such waiver is available as determined by the City Attorney, prior to issuance of Building Permits.”

§15-3.0307.A.9 of the UDO stipulates that properties in the CC Civic Center District shall provide cross access for both pedestrians and vehicles at the time of development, or easements or a letter of credit when this is not practical.

A complete application for the UDO Text Amendment, requesting to amend this portion of the text, was received on January 13, 2020

PROJECT DESCRIPTION AND ANALYSIS

The subject property is a vacant lot of approximately 1.13 acres, located on the southeast corner of Drexel Avenue and the Shoppes at Wyndham Village access road. It does not have access to Lovers Lane Road or direct access to Drexel Avenue.

Site Plan:

The proposed The Learning Experience daycare facility is a 10,000 square foot, single-story building. A 4,463 square-foot playground, surrounded by a fence is located immediately adjacent to the south side of the building. The site plan includes one driveway off of the Shoppes at Wyndham Village access road.

Staff originally recommend denial of the overall project because, among several other reasons, the applicant does not provide cross access as required by: the CC City Civic Center District; the approved Floating Cross Access Easement; and past City practice and policy which typically requires construction of the cross access at the time of development of the subject parcel. If the amendment is approved, should the parcel to the east be divided and sold but a driveway is not provided, the burden of access would likely fall on the property owners, Risen Savior Lutheran Church.

Comprehensive Master Plan Consistency:

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject property as "Mixed Use." Staff believes that this proposed amendment to the UDO is not consistent with the following objectives set forth within the Comprehensive Master Plan:

- Encourage land uses, densities, and regulations that promote efficient development patterns and relatively low municipal and utility costs.
- Build community identity by revitalizing main streets, special districts, and other important areas of the City, enforcing appropriate design standards, and by creating and preserving varied and unique development and land uses.

By way of Resolution No. 2007-11, the Plan Commission approved a Site Plan for the entire Shoppes of Wyndham Village development, including the subject parcel. By way of Resolution No. 2007-6339, the Common Council approved a Floating Access Easement in perpetuity "to construct a path on, over and across the Wyndham property to grant pedestrian or motor vehicle access to the adjoining easterly Property". Specifically, the floating access easement is located across the entire subject parcel, with the exact location "to be mutually determined in the future by Grantor and Grantee so as to not unreasonably interfere with the normal and customary operations carried out on the Wyndham Property."

Franklyn-Wyndham, LLC has granted release of cross access to the parcel to the east, as detailed in the attached letter.

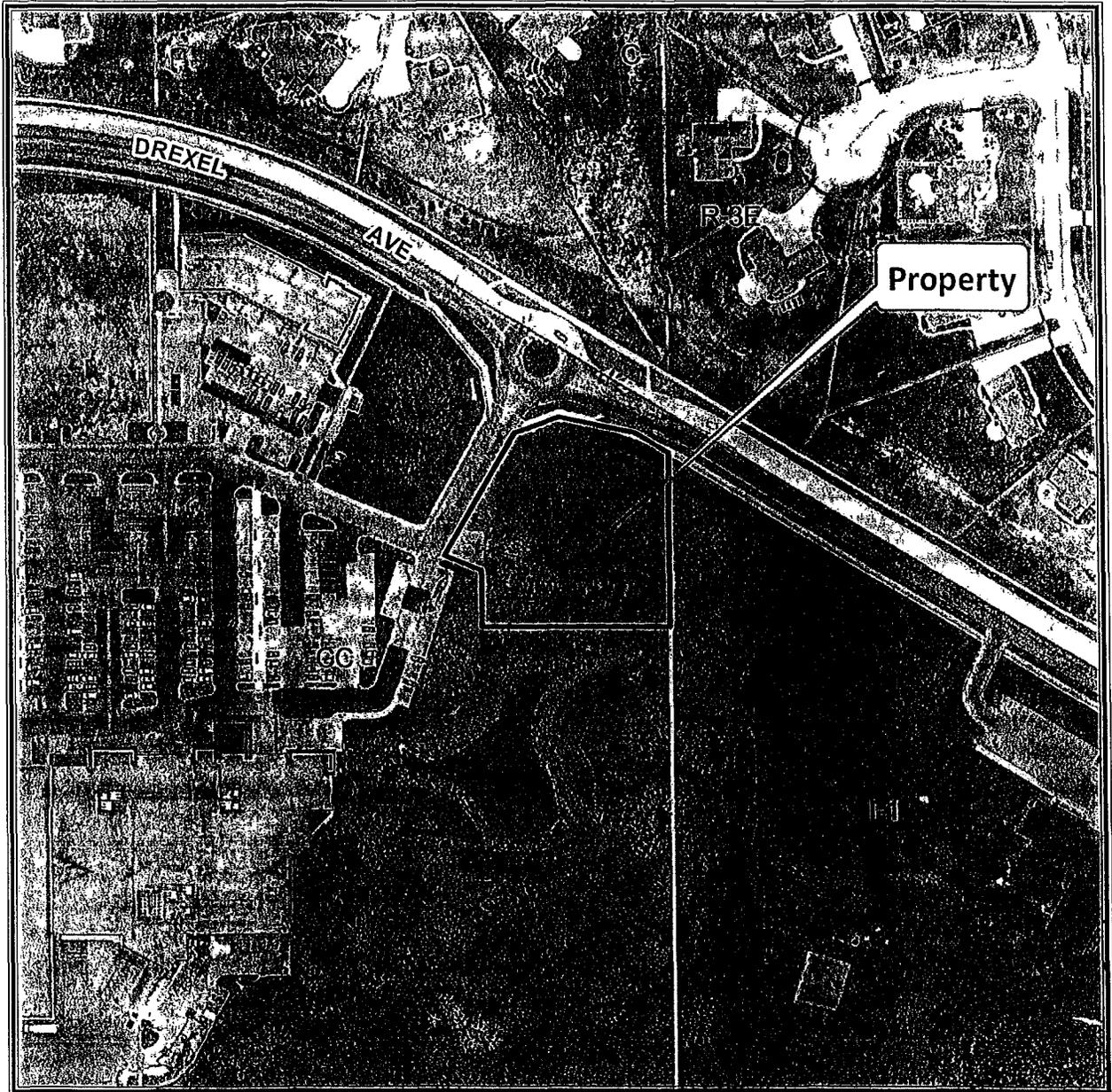
STAFF RECOMMENDATION

City Development staff recommends denial of the application to amend the text of the CC Civic Center District section of the Unified Development Ordinance.

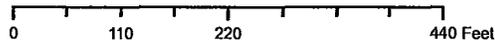
However, if the City wishes to approve the proposed project, staff recommends it be approved subject to the conditions of approval contained in the attached draft resolutions. In addition, staff would have the following suggestion:

1. That the text of the proposed amendment stipulate that, should the site plan for the property be amended, the cross access requirement be reinstated.
2. Economic Development Staff concur with removing cross-access requirement and requiring cross-access should the site plan be amended or the property be sold.

9651 W. Drexel Ave.
TKN: 794 9999 009



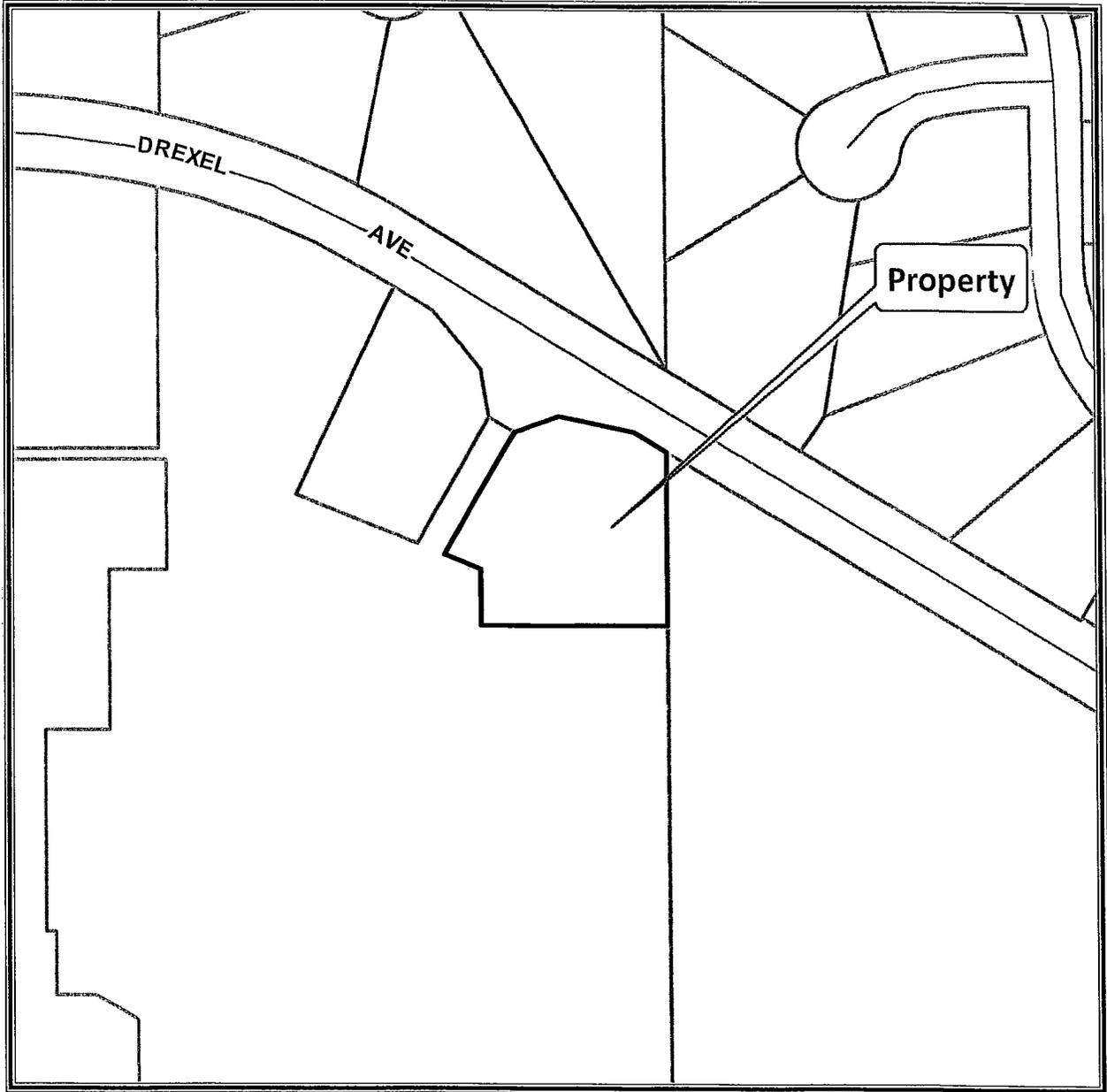
Planning Department
(414) 425-4024



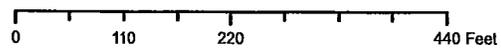
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



9651 W. Drexel Ave.
TKN: 794 9999 009



Planning Department
(414) 425-4024



*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*

Description of Proposed UDO Text Amendment

January 7, 2020

Project: The Learning Experience – Franklin, WI
Client: The Bradford Real Estate Companies
Location: 9651 Drexel Ave. Franklin WI (Tax Key ID 794-9999-009)
CE LTD #: CE180034

The applicant is requesting a waiver of the requirement that development of the subject property allow for pedestrian and vehicular cross-access with the Church property to the east (Tax Key ID 794-9995-003).

The applicant requests that the cross-access requirement be waived for the subject property only, not for the entirety of the Wyndham development, and not for the entirety of the CC City Civic Center District.

The applicant requests that the cross-access agreement be waived for the proposed development until such time as the owners/applicants choose to release said waiver. It is anticipated that future redevelopment of the Shoppes at Wyndham or other adjacent parcels may allow other provisions for access to the Church property to the east.

It is understood that a waiver of the cross-access requirements would require:

- An amendment to Section 15-3.0307.A.9 of the Franklin WI Unified Development Ordinance, which requires cross-access between adjacent parcels within the CC City Civic Center district, and
- An amendment to Resolution 2007-6339, which establishes a Floating Cross-Access Easement across the entire Wyndham Property, including the subject property, in order to provide access to the Church property to the east.



CLOVERLEAF

April 9, 2020

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

**Re: UDO Amendment Relating to the Learning Experience Development
at 9651 Drexel Avenue, Franklin, WI**

To Whom it May Concern:

In connection with the above referenced proposed development, we, Franklin-Wyndham, LLC, as the property owner/grantor, have reviewed the amendment description, dated January 7, 2020, and support and will grant the release of the existing cross easement to the adjacent church property.

Please do not hesitate to contact me at jeb@cleafgroup.com with any questions. Thank you for your prompt attention to this matter.

Very truly yours,

Franklyn-Wyndham, LLC
By: The Cloverleaf Real Estate Group, Inc.
Its Manager

Jonathan E. Basofin, President
jeb@cleafgroup.com
JEB:lav

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">May 5, 2020</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A DAYCARE FACILITY USE UPON PROPERTY LOCATED AT 9651 W DREXEL AVE. (STEVE PAGNOTTA, MANAGING MEMBER OF BRADFORD FRANKLIN LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 12.</i></p>

Attached is a copy of the above Landscape Bufferyard Easement for the Senior Housing Development property. The Easement was required by the Site Plan approval for the subject property in Plan Commission Resolution No. 2020-021, conditionally approving a Site Plan for a Daycare Facility at 9651 W. Drexel Ave. (previously addressed as 7760 S. Lovers Lane), in condition number 6, adopted on November 21, 2020.

Staff would note that the Plan Commission allowed for an irregularly shaped easement, due to the restrictiveness of the lot dimensions and building placement.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Review and Approval of a Site Plan for a Daycare Facility (9651 W. Drexel Ave) (Steve Pagnotta, Applicant) subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE
BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A SITE PLAN
UPON PROPERTY LOCATED AT 9651 W. DREXEL AVE
(STEVEN PAGNOTTA OF BRADFORD FRANKLIN LLC, APPLICANT)

WHEREAS, the Plan Commission having approved a Site Plan upon the application of Steven Pagnotta of Bradford Franklin LLC, on November 21, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0301.D. of the Unified Development Ordinance requires landscape bufferyards between different zoning districts to minimize potential nuisances, and said landscape bufferyard to be protected by a landscape bufferyard easement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Landscape Bufferyard Easement submitted by Steven Pagnotta of Bradford Franklin LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Landscape Bufferyard Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
LANDSCAPE BUFFERYARD EASEMENT
STEVEN PAGNOTTA OF BRADFORD FRANKLIN LLC
RESOLUTION NO. 2020- _____

Page 2

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

LANDSCAPE BUFFERYARD EASEMENT

The Learning Experience – Franklin, WI

This Landscape Bufferyard easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and Bradford Franklin LLC, a Limited Liability Corporation formed in Illinois, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, at 9651 Drexel Avenue, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor is required by Section 15-5.0102A of the City of Franklin Unified Development Ordinance to provide a thirty (30) foot-wide, where possible, planting strip adjacent to Drexel Avenue; and

WHEREAS, Bradford Franklin LLC was the applicant for a proposed Site Plan as set forth in City of Franklin Plan Commission Resolution No. 2019-021, conditionally approving a Site Plan for construction of a daycare building, playground and parking lot with associated fencing, landscaping and lighting within the CC City Civic Center Development District (The Shoppes at Wyndham Village Commercial Retail Center), and the City Plan Commission adopted Resolution No. 2019-021, on November 21, 2019 Condition 6 of Resolution No. 2019-021 thereof providing The applicant shall prepare a Landscape Bufferyard Easement, to allow for an irregular landscape bufferyard easement, 30’ where possible, to accommodate the building, for review by City staff and approval by the Common Council prior to issuance of any Building Permit In addition, the applicant shall record the Landscape Bufferyard Easement with the Milwaukee County Register of Deeds Office prior to issuance of any Occupancy Permit, and

WHEREAS, Grantee is a “holder”, as contemplated by §700 40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement, and

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

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

Grantee’s rights hereunder shall consist solely of the following

1. To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Lot 4 of Certified Survey Map No. 8567 by requiring this protected property to be open space in perpetuity, the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between Lot 4 of Certified Survey Map No. 8567 and Drexel Avenue,
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes

Acceptance

The undersigned does hereby consent to and accepts the Landscape Bufferyard Easement granted and conveyed to it under and pursuant to the foregoing Grant of Landscape Bufferyard Easement In consideration of the making of such Grant Of Landscape Bufferyard Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 20__

CITY OF FRANKLIN

By. _____
Stephen R. Olson, Mayor

By. _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 20__, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No _____, adopted by its Common Council on the _____ day of _____, 20__.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents.

Planning Manager
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

Exhibit A

The Bradford Franklin LLC property upon which the open space buffer lands are located is legally described as follows:

Lot 4 of Certified Survey Map No 8567, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013 As Document No 10315111, being a Resubdivision of Lot 1 of Certified Survey Map No 8000, being a Resubdivision of Parcel 1 of Certified Survey Map No 5762, Certified Survey Map No 377, and lands in the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 21 East, said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin.

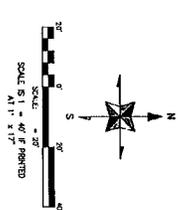
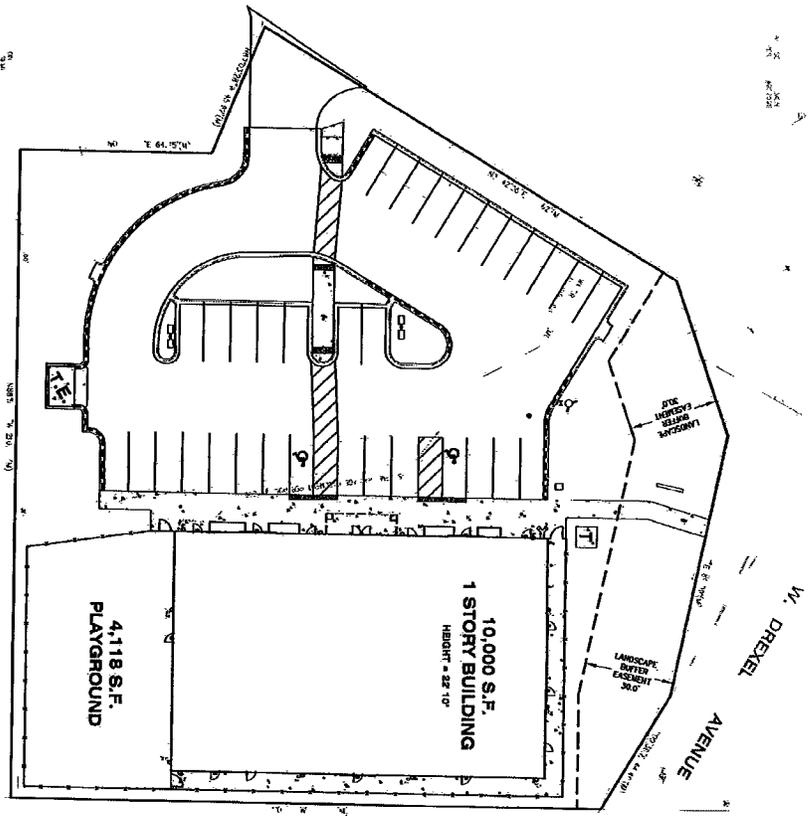
A map depicting the open space buffer lands is annexed hereto. The open space buffer lands are legally described as as set forth on EXHIBIT B annexed hereto.

Exhibit B

The landscape buffer easement is legally described as follows:

A Landscape Buffer Easement across part of Lot 4 of Certified Survey Map No. 8567, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013, as Document No 10315111, being a Resubdivision of Lot 1 of Certified Survey Map No 8000, being a Resubdivision of Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No 377, and lands in the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 21 East, being described as follows: Beginning at the Northeast corner of said Lot 4, thence South 01 degrees 07 minutes 17 seconds West along the East line thereof, 7.98 feet, thence North 88 degrees 52 minutes 43 seconds West, 37.99 feet, thence North 77 degrees 17 minutes 15 seconds West along a line 30 00 feet Southerly of and parallel with the Northerly line of said Lot 4, a distance of 87.17 feet, thence South 71 degrees 57 minutes 54 seconds West along a line 30 00 feet Southerly of and parallel with the Northwesterly line of said Lot 4, a distance of 27.88 feet, thence North 58 degrees 17 minutes 34 seconds West, 34 80 feet to the Westerly line of said Lot 4; thence North 31 degrees 42 minutes 26 seconds East along said Westerly line, 5 33 feet to an angle point in the Northerly line of said Lot 4, thence North 71 degrees 57 minutes 54 seconds East along the Northwesterly line of said Lot 4, a distance of 54 58 feet to an angle point in said Northerly line, thence South 77 degrees 17 minutes 15 seconds East along the Northerly line of said Lot 4, a distance of 89 04 feet to an angle point in said Northerly line; thence South 58 degrees 09 minutes 36 seconds East along the Northeasterly line of said Lot 4, a distance of 44 39 feet to the Place of Beginning, said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin

A map depicting the open space buffer lands is annexed hereto.



Drawn By: SAH, EAS
 Checked By: TAD
 Job Number: 02/19/2008
 CE180034
 Sheet Number: EXH-B

CELTD
 Caldwell Engineering, Ltd.
 108 South Main Street
 Franklin, WI 53128

THE LEARNING EXPERIENCE
 9651 DREXEL AVE.
 FRANKLIN, WI
LANDSCAPE BUFFER EASEMENT EXHIBIT B

DATE	NO.	REVISIONS

FOR PERMITTING/BIDDING

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">05/05/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A 2 LOT AND 2 OUTLOT CERTIFIED SURVEY MAP, BEING 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 (JHB PROPERTIES, LLC, APPLICANT/PROPERTY OWNER) (3617 WEST ELM ROAD)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.13,</i></p>

At its February 20, 2020, meeting the Plan Commission recommended approval of a resolution conditionally approving a certified survey map (CSM) for property bearing Tax Key No. 979-9997-000. Common Council approved the CSM on March 3, 2020, by way of resolution 2020-7600. The CSM has not yet been recorded with the Milwaukee County Register of Deeds, pending completion of outstanding conditions.

This second CSM is a further division of lot 3 of the previous CSM.

At its April 23, 2020, meeting the Plan Commission recommended approval of a resolution conditionally approving a 2 lot and 2 outlot CSM, being Lot 3 of CSM NO. ____ (yet to be recorded), 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.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, conditionally approving a 2 lot and 2 outlot CSM, being Lot 3 of CSM 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 (JHB Properties, LLC, Owner) (3617 W. Elm Road)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 4-13-20; Redraft 4-29-2020]

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT AND 2 OUTLOT CERTIFIED SURVEY MAP, BEING 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 (JHB PROPERTIES, LLC, APPLICANT/PROPERTY 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 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, 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

JHB PROPERTIES, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 2

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 2 lot and 2 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 2 lot and 2 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 Certified Survey Map approved pursuant to Resolution 2020-7600 shall be recorded prior to recording of this Certified Survey Map.
7. The applicant shall revise the lot and outlot numbering with the following lot numbers: Lot 1, Lot 2, Outlot 1 and Outlot 2.

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 JHB

PROPERTIES, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 3

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
REPORT TO THE PLAN COMMISSION

Meeting of April 23, 2020

Certified Survey Map

RECOMMENDATION: City Development Staff recommends approval of the Certified Survey Map (CSM), subject to the conditions in the draft Resolution.

Project Name:	JHB Properties
Project Address:	3617 W. Elm Road
Property Owner:	JHB Properties, LLC
Applicant:	Scott Biller, JHB Properties, LLC
Agent:	Matt Carey, Pinnacle Engineering Group
Zoning:	PDD 39
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 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 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 proposed instead to submit two separate CSMs to be recorded in succession. The first CSM, referred to in both applications as “CSM A,” was approved with conditions on March 3, 2020, and divided the original parcel into three lots and one outlot.

This application is the second of the two CSMs, referred to in both applications as “CSM B,” which further divides Lot 3 of CSM A into four lots, including two buildable lots and two outlots (2 and 3). Outlot 2 will contain two storm water detention ponds, wetland, and woodland with buffers, and Outlot 3 will contain woodland and wetland. Detailed site plans for the full development of buildable parcels were not provide with either CSM application.

Upon the approval of CSM B, the original 80-acre parcel will now be four buildable lots and three outlots.

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 February 12, 2020, so May 12, 2020, is the 90-day deadline for this application.

PROJECT DESCRIPTION AND ANALYSIS:
Certified Survey Map

The proposed CSM (CSM B) divides one existing lot (Lot 3 of CSM A) into four proposed lots. The subject property is owned by JHB Properties, LLC and is approximately 55 acres in area. The proposed Lot 4 would have approximately 5 acres, the proposed Lot 5 would have approximately 11 acres, the proposed Outlot 2 would have approximately 10 acres, and the proposed Outlot 3 would have approximately 29 acres. Lots 4 and 5 meet the minimum lot area and lot width requirements for PDD 39.

During the application and approval process of CSM A, Staff suggested that the applicant set aside the conservation areas in Lot 3 as outlots in future divisions. The applicant appears to have met this request with Outlots 2 and 3 in CSM B. Outlot 2 contains wetland, wetland setback, and wetland buffer areas. Outlot 3 is largely a SEWRPC Primary Environmental Corridor, with woodland and wetland areas.

Both the City of Franklin Engineering Department, and the Milwaukee County Register of Deeds' office, suggest that the numbering for the CSM begin with one (1) for both the lots themselves, and the outlots. Planning staff concurs with this suggestion, as this new set of divisions is a new CSM. Staff suggests that the numbering of each group of lots or outlots for CSM B begin with one (1).

CSM A required a few minor technical corrections be made to CSM A that were detailed in Staff Comments. Staff recommends that approval of CSM B be conditioned on the recording of CSM A

Natural Resource Protection Plan

The applicant has previously supplied a Natural Resource Protection Plan with CSM A that covered the area and met the requirement for both CSM A and CSM B, which was approved with conditions along with CSM A. No further review is needed for CSM B. Required conservation easements have been submitted and are under review.

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT AND 2 OUTLOT CERTIFIED SURVEY MAP, BEING 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 (JHB PROPERTIES, LLC, APPLICANT/PROPERTY 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 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, 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 2 lot and 2 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 2 lot and 2 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 Certified Survey Map approved pursuant to Resolution 2020-7600 shall be recorded prior to recording of this Certified Survey Map.

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.

JHB PROPERTIES, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 3

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:

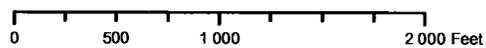
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

3617 W. Elm Rd.
TKN: 979 9997 000



Planning Department
(414) 425-4024

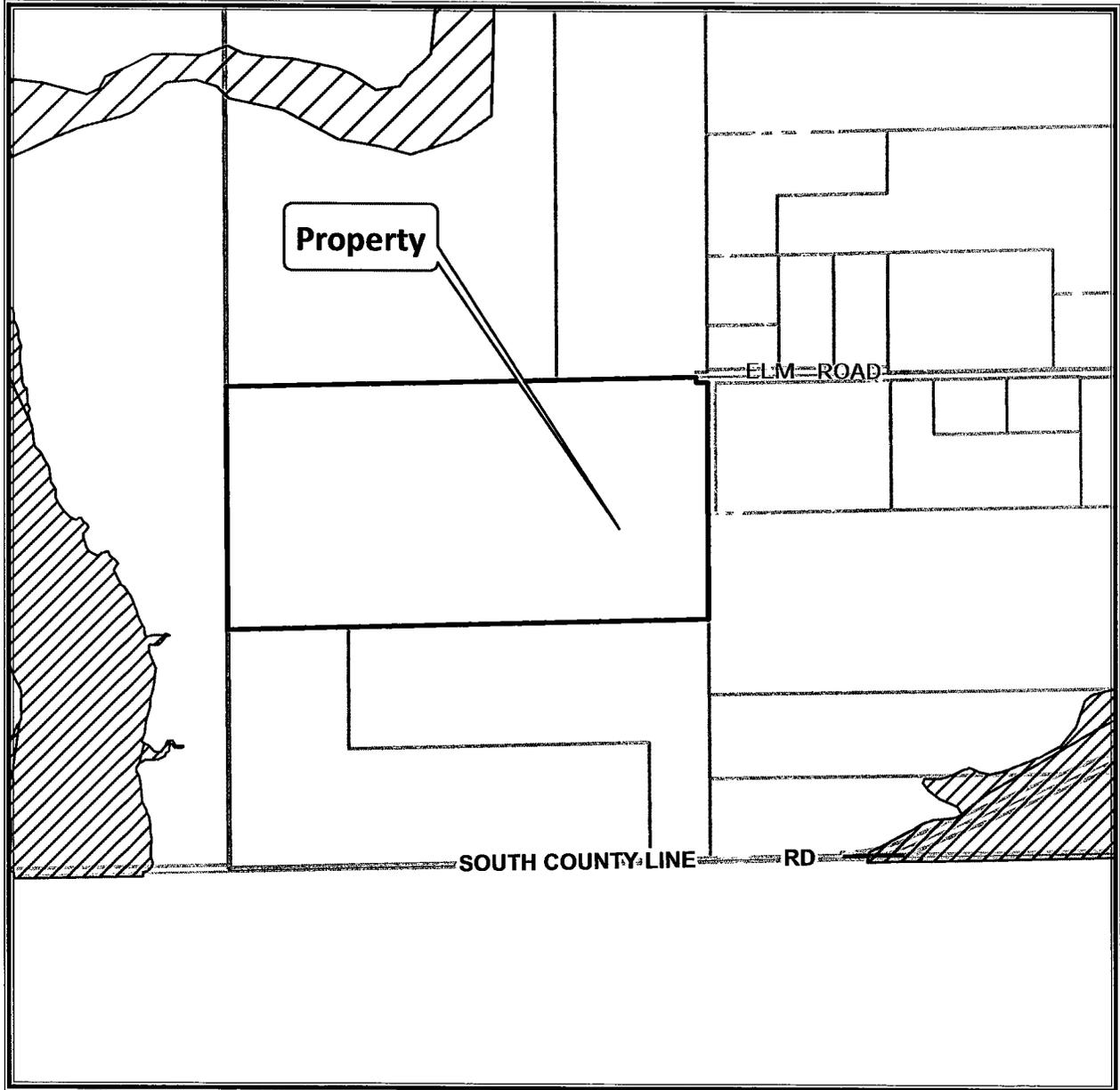


2017 Aerial Photo

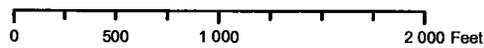
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



3617 W. Elm Rd.
TKN: 979 9997 000



Planning Department
(414) 425-4024



2017 Aerial Photo

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

**City of Franklin
Department of City Development**

Date: April 4, 2020

To: JHB Properties, LLC

From: Department of City Development Staff

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

Please be advised that City Staff has reviewed the above application for the second part of a two-part CSM process, referred to throughout this document as “CSM B,” which is a land division of Lot 3 of CSM A (approved with conditions on March 3, 2020).

Department comments are as follows for the Certified Survey Map application submitted by JHB Properties, LLC to the City of Franklin on February 12, 2020. Please note that all technical corrections issued for CSM A in the staff memo issued on January 22, 2020, as well as all the conditions for approval of CSM A, remain in effect and should also be applied to CSM B as appropriate.

Department of City Development

§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. Lots 4 and 5 within CSM B both meet the minimum lot area and lot width requirements for the business park area of PDD 39. Outlots 2 and 3 within CSM B are not required to meet dimensional requirements.

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. 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 all easement(s) for recording.
PEG- Easements shown for reference. All separate easement documents have been submitted as part of CSM “A”.
3. Please update all CSM documents to reference the correct CSM number once CSM A has been recorded.
PEG- Will update accordingly once CSM A has been recorded.

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 and is applicable to the proposed CSM.

4. There are no roads or rights-of-way shown within CSM B.
PEG- Correct, however ROW is shown for reference on CSM B. All ROW is being dedicated on CSM A.
5. 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.

The NRPP that was completed and approved for CSM A on 3/3/2020 covers the area of CSM B and does not need to be resubmitted. As stated in Resolution 2020-7600, the applicant shall make any necessary technical corrections to the CSM, subject to approval of Planning Staff, including the NRPP.

Landscaping and Mitigation

6. Division 15-5.0300 stipulates landscaping requirements stemming from bufferyards, parking and areas where vegetative mitigation is required under §15-4.0103. Note that the standards of §15-4.0103 will apply to future parking facilities.
PEG-Understood

Department of City Development Recommendations

Landscaping & Mitigation

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

Site Plan

2. It is recommended that the applicant provide site plans for proposed development as soon as possible.
PEG- Understood. Site plans will be provided as future tenants come online and pursue development within the park.

3. 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 as soon as possible.
PEG- Access easements will be dedicated in the future once known developments (and their proposed site plan) come online.

Engineering Department Staff Comments

Comments before recommending its approval and recording to Register of Deeds

- The review comments from the County must be addressed.
PEG-Understood
- This proposed CSM is contingent upon the recording of the previous CSM.
PEG-Understood
- Correct the numbering sequence, Lot 1,2,3 and Outlot 1 & 2.
PEG- Lot numbers remain the same based on correspondence from the State that was forward to Marion Ecks on 4/7/20.
- On page 7 of 7, under the City of Franklin Common Council, remove the word dedication. No dedication to this proposal.
PEG- Revision Made.
- Submit the storm sewer easement for review and approval.
PEG- Storm Sewer Easement Document was previously provided as part of the original CSM submittal. It has been included in this resubmittal again for reference.
- Confirm with Planning regarding the vision corners. If the streets are considered as collector streets then the vision corners should be at a minimum 60 x 60 vision triangle.
PEG- Vision Corner has been added to the NWC of Hickory and Aspen.

Fire Department Staff Comments

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

Police Department Staff Comments

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

The Police Department has no issues with this request.

Milwaukee County Comments

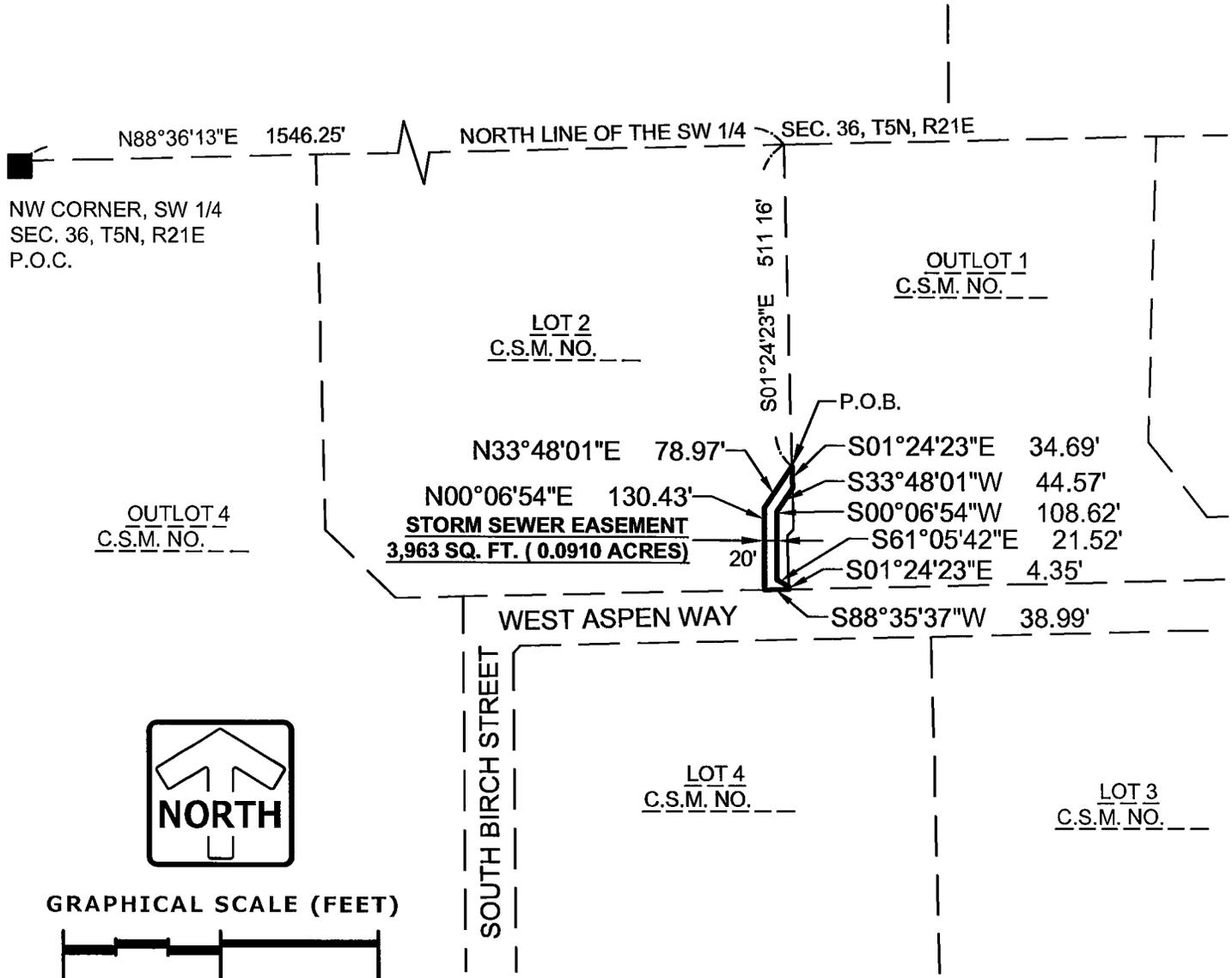
Comments from the Milwaukee County Register of Deeds are attached.

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:

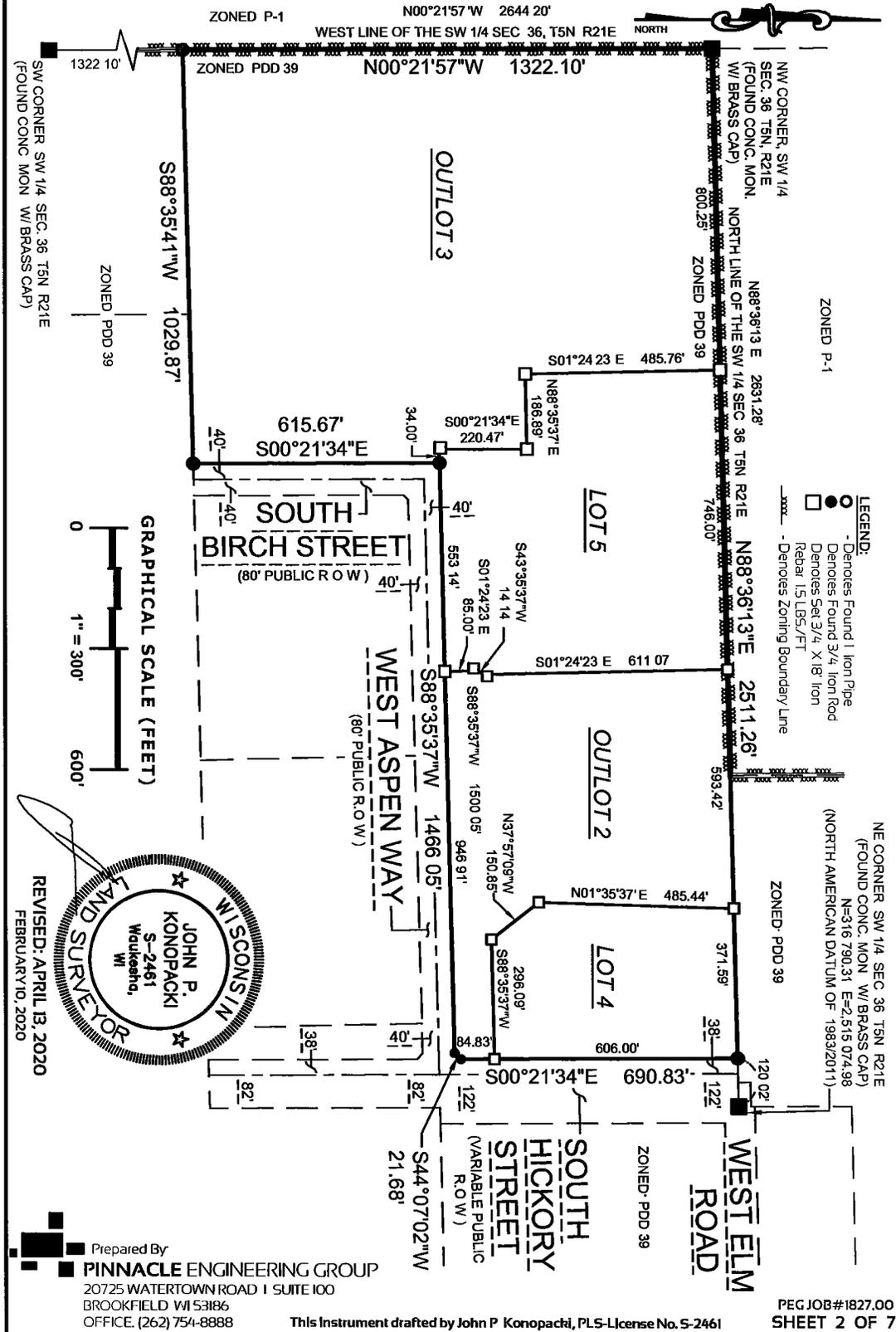
Commencing at the northwest corner of the Southwest 1/4 of said Section 36;
 Thence North 88°36'13" East along the north line of said Certified Survey Map No. _____, said line also being the north line of said Southwest 1/4, 1546.25 feet to the northeast corner of said Lot 2; thence South 01°24'23" East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



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



REVISED: APRIL 13, 2020
FEBRUARY 10, 2020

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

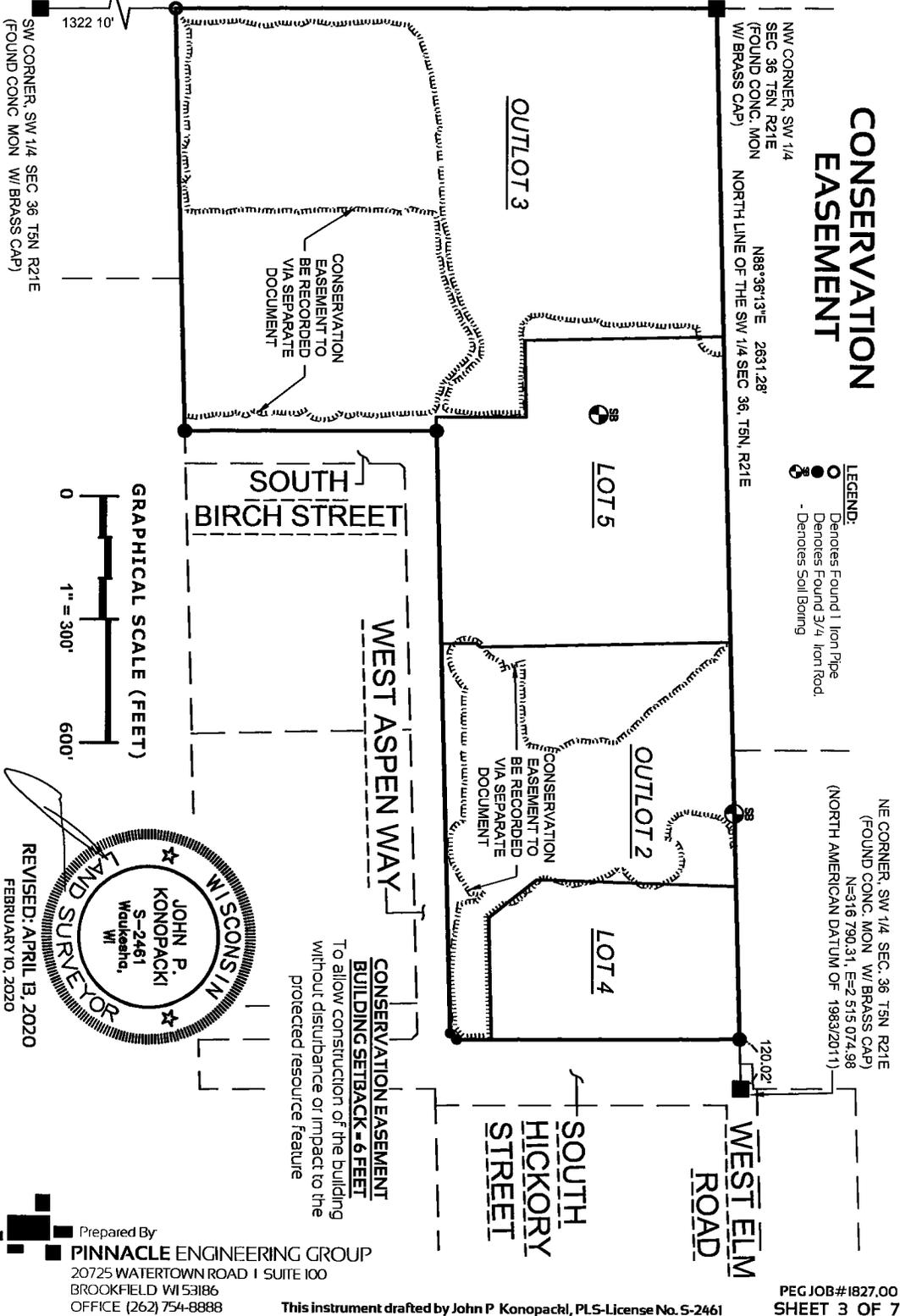
PEG JOB #1827.00
SHEET 2 OF 7

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

N00°21'57"W 2644.20'

WEST LINE OF THE SW 1/4 SEC 36 T5N R21E NORTH



CONSERVATION EASEMENT

- LEGEND:**
- Denotes Found 1 Iron Pipe
 - Denotes Found 3/4 Iron Rod
 - Denotes Soil Boring

NE CORNER, SW 1/4 SEC. 36 T5N R21E
(FOUND CONC. MON. W/ BRASS CAP)
N=318 790.31, E=2 515 074.98
(NORTH AMERICAN DATUM OF 1983/2011)

JOHN P. KONOPACKI
S-2461
Waukesha, WI
LAND SURVEYOR
REVISSED: APRIL 13, 2020
FEBRUARY 10, 2020

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
SHEET 3 OF 7

CERTIFIED SURVEY MAP NO. _____

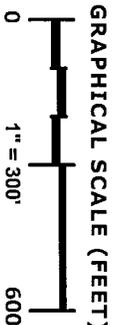
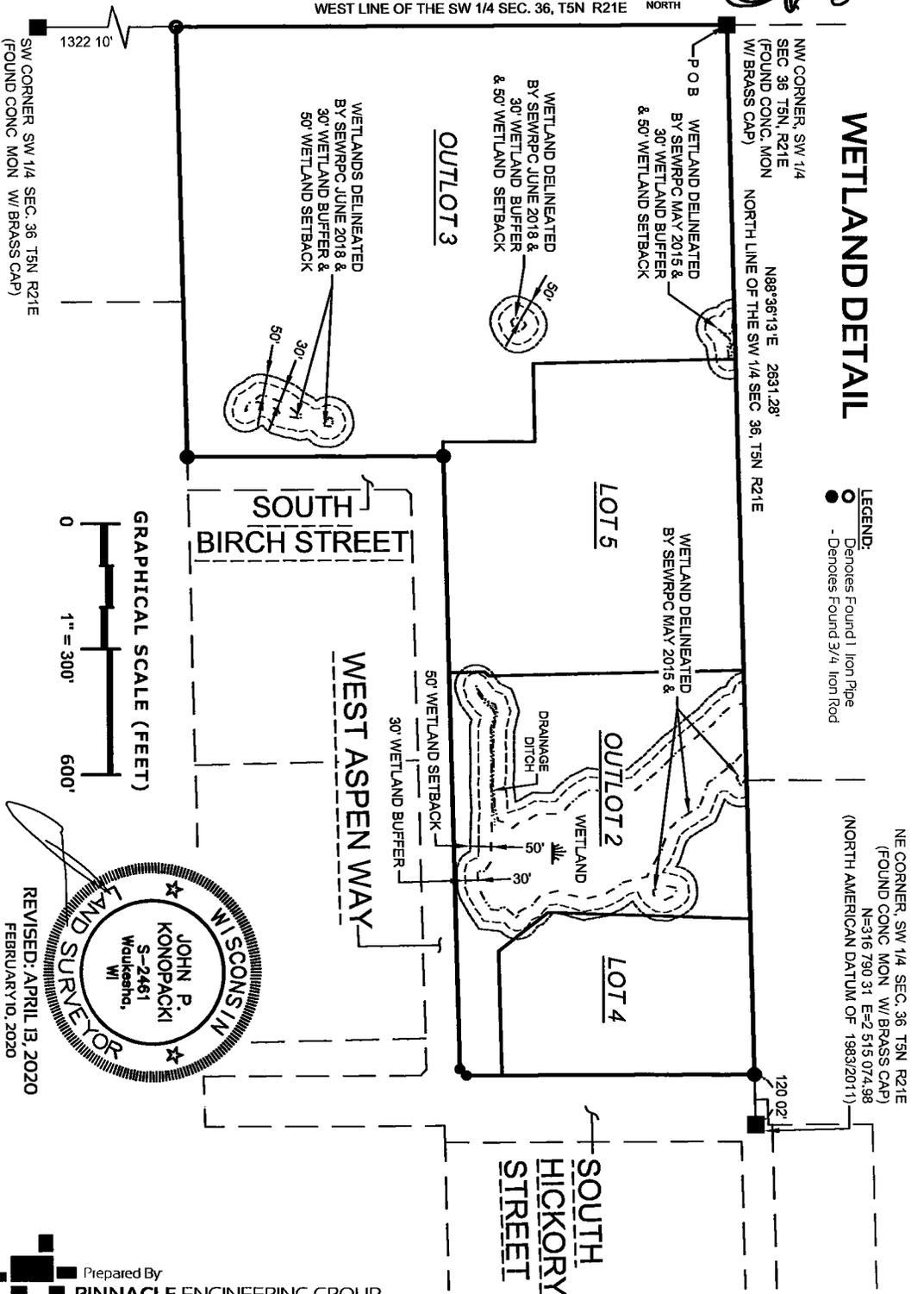
Being Lot 3 Certified Survey Map No. _____ in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36 Township 5 North Range 21 East, in the City of Franklin, Milwaukee County Wisconsin

N00°21'57" W 2644.20'

WEST LINE OF THE SW 1/4 SEC. 36, T5N R21E NORTH

WETLAND DETAIL

LEGEND:
 ○ Denotes Found 1' Iron Pipe
 ● Denotes Found 3/4' Iron Rod



REVISOR'S SEAL

JOHN P. KONOPACKI
 S-2461
 Waukesha, WI

LAND SURVEYOR

WISCONSIN

REVISED: APRIL 13, 2020
 FEBRUARY 10, 2020

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
 SHEET 4 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

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 APRIL 13, 2020
FEBRUARY 10, 2020

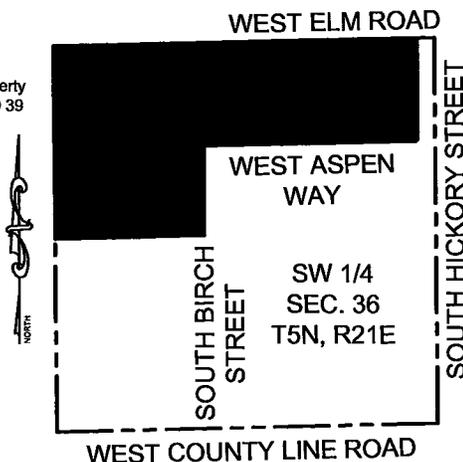



John P. Konopacki
Professional Land Surveyor S-2461

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

Land Surveyor
John P. Konopacki
Pinnacle Engineering Group
20725 Watertown Road Suite 100
Brookfield WI 53186

Subject Property
Zoning PPD 39



VICINITY SKETCH
SCALE 1"=1000'

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
SHEET 5 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

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 foregoing 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 _____



REVISOR: APRIL 13, 2020
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 6 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

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved and 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.



REVISED APRIL 13, 2020
FEBRUARY 10, 2020



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

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 5, 2020
REPORTS & RECOMMENDATIONS	REQUEST FROM CREATIVE HOMES TO CHANGE AUGUST 16, 2019, APPROVAL THAT WOULD ALLOW CONSTRUCTION AND TEMPORARY OCCUPANCY FOR A MODEL HOME FROM LOT 3 TO LOT 7 OF FAITHWAY RESERVE (S. 76TH STREET AND W. FAITH DRIVE) AND CHANGE THE APPROVAL TO ALESCI HOMES	ITEM NUMBER <i>G.14.</i>

BACKGROUND

On August 6, 2019, Common Council approved a request from Creative Homes to allow construction and temporary occupancy for a model home on Lot 3 of Faithway Reserve (S. 76th Street and W. Faith Drive) conditional upon Staff's satisfaction that stormwater facilities are sufficient to protect downstream areas.

The Engineering Department has received a supplemental request from Creative Homes, Inc. to revise the previous approval to another lot, Lot 7, and change to another builder, Alesci Homes.

ANALYSIS

The revised request dated April 28, 2020 is attached. Note that the letter incorrectly references the date of the previous approval.

Also attached is a copy of the plat showing lots 3 and 7.

Per Building Inspection, no building permits for any lots have been issued.

Staff is satisfied that stormwater facilities are sufficient to protect downstream areas. However, Lot 7 grading is affected by the stormwater pond so Staff recommends that building permit only be allowed after pond has achieved rough grade certification (Staff understands that developer is close to achieving this).

OPTIONS

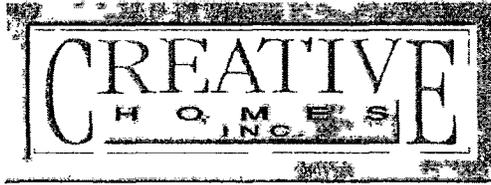
- A. Approve request to change approval of building and temporary occupancy permits to Lot 7 and change name of builder to Alesci Homes, and/or assignees. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

Not applicable.

COUNCIL ACTION REQUESTED

(OPTION A) Motion to approve request from Creative Homes to change prior approval that would allow construction and temporary occupancy for a model home from Lot 3 to Lot 7, after rough-grade certification of stormwater pond, of Faithway Reserve (S. 76th Street and W. Faith Drive) and change the approval to Alesci Homes, and/or assignees.



April 28, 2020

RECEIVED
APR 28 2020
City of Franklin
Engineering Department

Common Council
City of Franklin
9229 W Loomis Road
Franklin WI 53132

To Whom It May Concern:

Please be advised that on July 18, 2019 Creative Homes Inc. applied and was approved by the Common Council for a Model Home permit on Lot #3 in Faithway Reserve Subdivision.

We would like to request that the applicant be changed from Creative Homes, Inc., to Alesci Homes and or assignees. We would also like to request that this be moved from Lot #3 to Lot #7.

Your cooperation to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads "Rick J. Przybyla". The signature is written in a cursive style.

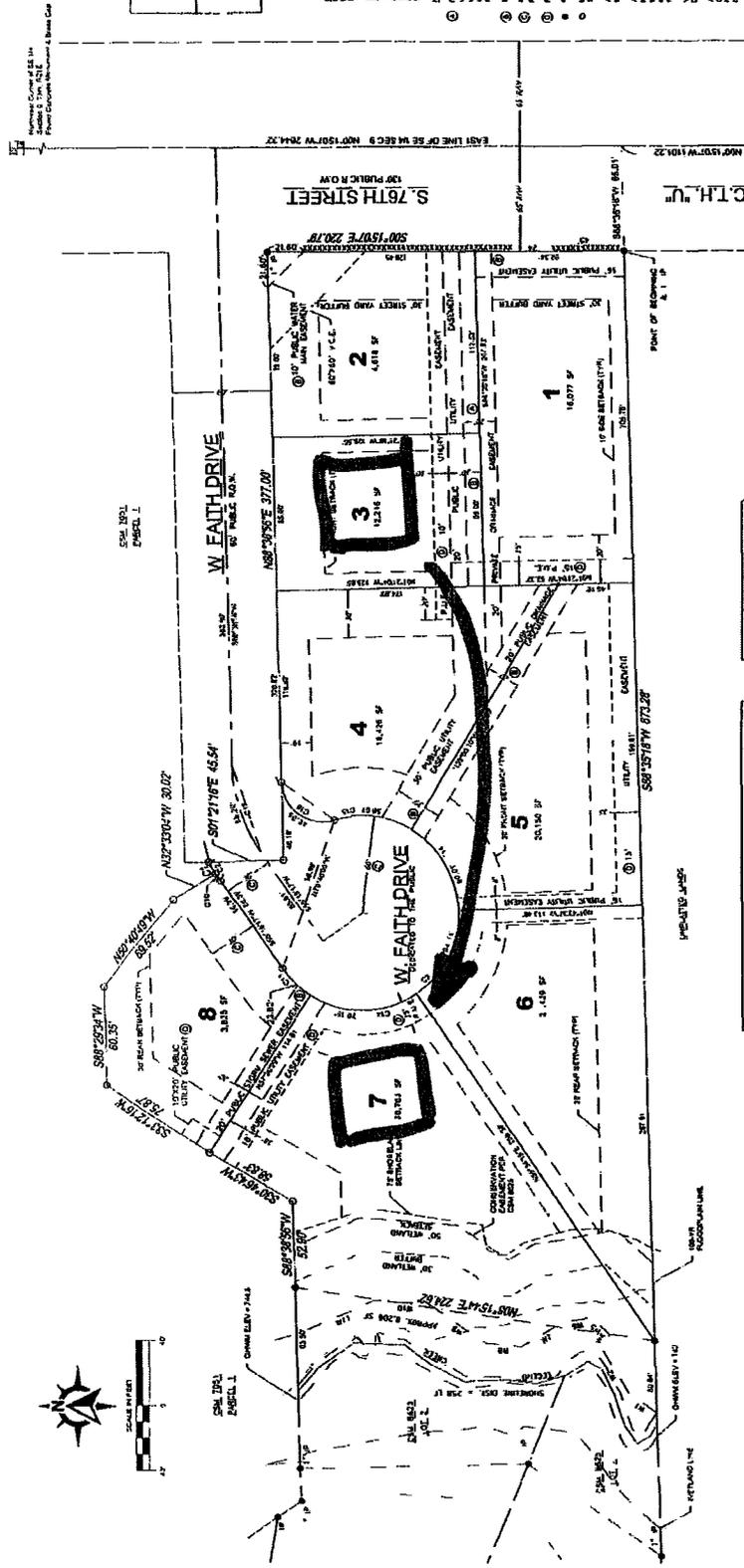
Rick J. Przybyla
President
Creative Homes, Inc.

"A Builder of Quality Homes & Developments"

9244 West Grandview Court • Franklin, WI 53132 • Phone 414 529 0958 • Fax. 414 529.4032

FAITHWAY RESERVE

BEING ALL OF LOT 3 AND LOT 4 OF CSM 9825 AND A PART OF PARCEL 1 OF CSM 7051 BEING ALSO PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



- CONSERVATION EASEMENT RESTRICTIONS**
1. The land being sold is subject to the Conservation Easement on this subdivision plat that is depicted in the attached plat and which was recorded in the Register of Deeds for the County of Franklin, Wisconsin.
 2. The easement is held by the Department of Natural Resources, and the US Army Corps of Engineers.
 3. The removal or repair of other structures shall be permitted.
 4. The removal or repair of any structure shall be permitted.
 5. The reconstruction of a house or other structure shall be permitted.
 6. The reconstruction of any structure shall be permitted.
 7. The reconstruction of any structure shall be permitted.
 8. The reconstruction of any structure shall be permitted.

STATEMENT OF INTENT TO CONVEY

The undersigned, as the owner of the above described land, do hereby certify that the above described land is being conveyed to the State of Wisconsin for the purpose of establishing a conservation easement. The State of Wisconsin is the intended recipient of the land and the State of Wisconsin is the intended beneficiary of the conservation easement. The State of Wisconsin is the intended recipient of the land and the State of Wisconsin is the intended beneficiary of the conservation easement.

ZONING: S-1 (SINGLE-FAMILY RESIDENTIAL)
 MUNICIPAL LOT AREA: 11,000 SQ. FT.
 MUNICIPAL LOT WIDTH: 70 FT.

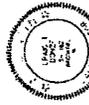
RECORDS:
 BOOK 10777 (CONV)
 PAGE 30
 FILED IN THE OFFICE OF THE CLERK OF COURTS
 MILWAUKEE COUNTY, WISCONSIN

Curve #	Length	Radius	Chord	Chord Bearing	Chord Length	Angle to Tangent	Tangent Chord
C1	33.1	100.0	31.7	N89°52'54"E	4.32	89°47'17"	407.81
C2	33.1	100.0	31.7	S89°52'54"W	4.32	89°47'17"	407.81
C3	33.1	100.0	31.7	N89°52'54"E	4.32	89°47'17"	407.81
C4	33.1	100.0	31.7	S89°52'54"W	4.32	89°47'17"	407.81
C5	33.1	100.0	31.7	N89°52'54"E	4.32	89°47'17"	407.81
C6	33.1	100.0	31.7	S89°52'54"W	4.32	89°47'17"	407.81

Lot #	Length	Width	Area	Perimeter
V1	20.87	143.27	2,982.47	164.14
V2	31.88	147.48	4,698.52	179.36
V3	15.03	147.48	2,215.82	162.51
V4	9.16	147.48	1,351.12	156.64
V5	17.93	147.48	2,645.12	165.41
V6	29.87	147.48	4,404.12	177.34
V7	21.88	147.48	3,218.12	169.32
V8	42.16	147.48	6,232.12	181.30
V9	58.50	147.48	8,622.12	193.28
V10	68.18	147.48	10,062.12	205.26

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stat., as provided by s. 236.12, Wis. Stats.

Certified *Deborah J. Beck* 30/16
 Department of Administration



Craig T. Doran
 Professional Land Surveyor 53132

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 5, 2020
REPORTS & RECOMMENDATIONS	AUTHORIZE VANDEWALLE & ASSOCIATES, INC. TO PROVIDE SUPPORT FOR PARKLAND ACQUISITION SERVICES FOR A NOT-TO-EXCEED FEE OF \$25,000	ITEM NUMBER <i>G.15.</i>

BACKGROUND

On July 2, 2019, Common Council has expressed a desire (G.10) to hire a consultant that will look for suitable properties for the City to purchase and use as parklands. The effort to locate a suitable firm and negotiate a contract was initiated by the former Director of Administration. Current staff has finalized the negotiations of a scope and fee with Vandewalle & Associates.

ANALYSIS

The Scope of services are included as Attachment A and include:

1. Review of existing plans for the purpose of identifying a baseline as to the general intent and goals of the City related to parkland acquisition.
2. Conduct real estate analysis to preliminarily determine potential sites and/or localized areas for acquisition.
3. Conduct interviews and meetings with stakeholders, which will likely require evening meetings with the Common Council, the Plan Commission, the Parks Commission, and/or the Environmental Commission.
4. Monthly update to be provided to the Common Council.

OPTIONS

- A. Authorize Vandewalle to perform work support for parkland acquisition services. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

The 2020 Capital Improvement Fund includes a \$550,000 appropriation for the acquisition of parkland. This contract qualifies under that appropriation as part of the cost of acquisition. In addition, the expenditure would then qualify for some park impact fees (to offset a portion of that cost).

COUNCIL ACTION REQUESTED

(OPTION A) Resolution 2020-_____ a resolution to authorize Vandewalle & Associates, Inc. to provide support for parkland acquisition services for a not-to-exceed fee of \$25,000.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION TO AUTHORIZE VANDEWALLE & ASSOCIATES, INC.
TO PROVIDE SUPPORT FOR PARKLAND ACQUISITION SERVICES FOR
A NOT-TO-EXCEED FEE OF \$25,000

WHEREAS, the City of Franklin wishes to acquire land suitable for new parks development; and

WHEREAS, Staff needs assistance in locating suitable property and negotiating suitable terms; and

WHEREAS, Vandewalle & Associates, Inc. is a qualified consulting firm that has experience providing similar services for other municipal DPW operations; and

WHEREAS, services related to acquisition of new parklands are suitable for partial reimbursement from the accumulated Park Impact Fees.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Vandewalle & Associates, Inc. are to provide support for parkland acquisition services for a not-to-exceed fee of \$25,000.

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 _____

<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 7/2/2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Parkland Acquisition Professional Services Agreement with Vandewalle & Associates</p>	<p>ITEM NUMBER</p>

At the 6/18/19 Common Council meeting the Council approved a motion “to direct staff to pursue and develop a Professional Services Agreement and Scope of Services for Parkland Acquisition.” That Council action sheet specifically addressed Vandewalle and provided some information as to their capabilities in this area and potential alignment with out needs.

A contract in final form is not yet finalized, but conceptual agreement as to the scope of services, deliverables, and some pricing and administrative components have been reached. In order to keep the process moving, the Director of Administration is proposing that the Council Authorize the Mayor to execute a contract pending final completion of the scope of services and incorporation into the standard contract form. The completion could incorporate some additional clarifications and technical corrections.

The draft, conceptual scope of services is as follows. **SCOPE OF SERVICES FOR PARKLAND ACQUISITION:**

Vandewalle & Associates (hereafter Vandewalle) will work with the City of Franklin, and other partners as may be identified, to execute the acquisition of parkland by the City of Franklin. Vandewalle will execute all aspects of the parkland acquisition which includes the following steps, which are referenced herein in general terms.

1. **Review of existing plans** for the purpose of identifying a baseline as to the general intent and goals of the City related to parkland acquisition. Review would at least include the City of Franklin 2025 Comprehensive Master Plan; Franklin’s Future Land Use Map, City of Franklin Comprehensive Outdoor Recreation Plan: 2025, and zoning ordinances as relevant to consider future land use plans and existing parameters related to development and the community’s long-term vision.
 Timeline: 1 month.
 Deliverable: Estimated timeline for next steps (below) and enhanced outline of the recommended process going forward.
2. **Conduct real estate analysis to preliminarily determine potential sites and/or localized areas for acquisition.**
 Study and consider ideal sites for future park development and assess market value of target properties or localized areas.
 Timeline: as determined in #1 above
 Deliverable: Meeting with primary staff to discuss/present initial findings.
3. **Conduct interviews and meetings with stakeholders,** which will likely require evening meetings with the Common Council, the Plan Commission, the Parks Commission, and/or the Environmental Commission. Stakeholders may extend beyond city staff, leadership, and Boards and Commissions to include property owners, neighbors, and relevant environmental and market conditions experts such as: MMSD, DNR, SEWRPC, etc. Meetings may include developing and hosting public information meetings and/or neighborhood meetings.
 Deliverable: Meeting with Common Council, and potentially Park Commission, (in closed session if determined allowable under statute) to provide recommendations on target properties for consideration along with a basis for each such recommendation and to provide a recommended approach or strategy for pursuit of acquisition, which may include any public information rollout strategy.
4. **Execute property acquisitions.** Represent the City in the final steps of property acquisition which include, but are not limited to, negotiation of price, the making of formal offers, and coordination and/or preparation of purchase documents. Ensuring all acquisitions are done in accordance with statutory provisions and legal requirements related to municipal property acquisition. It is anticipated this step would also include executing any public information rollout strategy or plan necessary to manage the public understanding and reception of proposed acquisitions.

5. Miscellaneous:

- a. **Deliverables can be further defined as the process gets underway, which may include related efforts such as preparing initial and ongoing summary findings, development scenarios and recommendations related to land use plans; the development and tax base implications of changes in land uses; potential funding assistance to leverage existing funds; next steps for use of development funds and site acquisition process; and summary recommendations to amend plans/code in order to connect efforts to overall advancement of the City's long-term vision and plan.**
 - b. **Staff Meeting Deliverable: Following step 1 above, deliverables include a meeting at least every other week with primary staff (which will be defined as Joel and Mark), unless waived at the discretion of the primary staff, for the purpose of updating staff as to efforts and progress. Such meetings may be by conference call or by other such technology means.**
 - c. **Council Update Deliverable: The scope anticipates a monthly update to be provided to the Common Council including hours, cost, and general project status. The City's primary staff will determine at which such updates Vandewalle representatives will be needed, with reasonable consideration given by staff as to advance notice and special circumstances relative to Vandewalle's availability.**
6. **Jolena Presti, Principal Planner, will serve as the project manager with assistance from Meredith Perks (planning, research, coordination) and Dan Johns (real estate). Mike Slavney, Principal Planner is on-board to advise on zoning related issues; yet if appropriate Jackie Mich (also currently working with the Franklin Planning Office) can provide insights on the City's zoning code and other topics to achieve efficiencies in this effort. Brian Vandewalle, firm president and CEO, will provide expertise related to market, location and site selection, and highest and best use from a real estate perspective.**

Please note that Vandewalle provided a very professional initial proposal that provided a good introduction to their staff and their firm. It has been attached for your convenience. The scope shown on page 2 of their proposal will be superseded by the more detailed, acquisition-specific scope outlined above.

This scope would be incorporated into a standard form professional services agreement. As sample of that agreement is attached for your convenience. That agreement will be tweaked to incorporate the following:

- a) **Ensure detailed billing showing days and hours worked and the general purpose or nature of work.**
- b) **Scope of services will be performed on a time and materials basis, billable monthly.**
- c) **They will begin the project immediately after contract execution.**
- d) **Contract will note that Vandewalle & Associates will work with the Director of Administration and the Planning Manager to advance this effort with the work elements. They will coordinate with both (ex. all emails copied to both). The Director of Administration will take point until Joel (Planning Manager) becomes sufficiently free to take it over (or delegate to staff) at which point the Director of Administration would take a reduced roll.**
- e) **The contract would be set up as a Master Agreement with the Council controlling authorization of funding. That way the Common Council can clearly "control the purse strings" and can keep authorizing more funding as the project shows continued progress.**
- f) **The Agreement can be cancelled by the City at any time without penalty or additional charges beyond work already completed.**

The hourly rates to be included will be based upon the staff member involved and is shown at the end of their original proposal. They have agreed to drop their technology charge of \$50 per month and will only charge 50% of actual mileage. They will control and regulate multiple staff attending or being charged for simultaneous effort. This will just have to be an item that both parties monitor.

FUNDING: The intent is that the costs are all Park Land Acquisition costs eligible for impact fee allocations in accordance with the Facility Needs Study. The appropriation being used is listed as "Neighborhood Park land acquisition" in the Capital Improvement Fund, which is 47 percent impact fee funded. For efficiency and effectiveness and to target opportunities, Vandewalle will be considering all parkland acquisition needs set forth in the Facility Needs Study and or CORP, not just the neighborhood park classification. As noted above, the

agreement would be set up as a "master" agreement, with more funding authorization approved by the Council as the process moves forward and as the consultant proves themselves. The Director of Administration recommends and initial authorization limited to \$25,000.

CONFIRMATION OF IMPACT FEE APPLICABILITY: The contract scope is clearly drafted to ensure that the intent of the services are for direct land acquisition. As such, the costs are part of the acquisition costs and eligible for impact fees, just as architect charges were covered in the park pavilion project. Nonetheless, prior to the contract execution, (if approved herein by the Council), staff will review with counsel the applicability of the charges to impact fees. This step is being taken just to ensure that there is no confusion that these efforts are general park planning, which would not be eligible for use of impact fees. If any issues or concerns are identified, the matter will be returned to the Common Council.

In order to keep this item moving, it is suggested that the same authorization be provided that the Common Council gave for additional professional services support for the Planning Department: authorization for the Mayor to approve a professional services agreement incorporating the items addressed herein, as well as clarifications and technical corrections for an initial amount not to exceed \$25,000. If the Common Council prefers to see the final form of the contract prior to approval, please table the item until the next meeting.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor to approve a professional services agreement with Vandewalle & Associates for Parkland Acquisition Services, incorporating the scope of services and items addressed within the Council Action Sheet, as well as clarifications and technical corrections, for an initial amount not to exceed \$25,000.

- Approved
mark to
finalize
contract

JOA - MWL

AGREEMENT
between
the City of Franklin
and
Vandewalle & Associates Inc.
for
Parkland Acquisition Services

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and Vandewalle & Associates Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 120 East Lakeside Street, Madison WI, 53715.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a comprehensive planning and zoning consulting contractor with Real Estate experience and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONTRACTOR to provide support for parkland acquisition services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. [INCORPORATE FINAL SCOPE]
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.
- C. The CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.
- D. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express AGREEMENTS may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR on a time and materials basis, for and in consideration of the performance of Basic Services described herein, at rates as identified in Attachment.

[NOTE: ADJUST THIS SECTION PER THE COUNCIL ACTION SHEET]

- A. The CONTRACTOR may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.
- C. **NOTE: SET MASTER AGREEMENT FORMAT AND ESTABLISH INITIAL AMOUNT AS PER THE FOLLOWING:** The cost of all services (and reimbursable mileage) to be provided under this agreement shall not exceed \$25,000, without amendment of this agreement.
- D. Should the CITY find deficiencies in work performed or reported, it will notify the 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 the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- E. Travel time to initially report to work at City Hall on each given day is not chargeable time. Travel time around Franklin related to projects or site visits is chargeable time and is also subject to reimbursement by the CITY at thirty two cents per documented mile (\$.32). Mileage documentation includes the date, distance, destinations, and brief statement of purpose.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONTRACTOR and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONTRACTOR to finalize acceptance of the change order. Any claim by the CONTRACTOR for an adjustment hereunder that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the CONTRACTOR of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. Joel Dietl, Planning Manager, and Mark Luberda, Director of Administration acting on behalf of the CITY, will serve as primary staff and be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONTRACTOR.
- B. The CITY will timely provide the CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONTRACTOR will appoint, subject to the approval by the CITY, Jolena Presti, Principal, as the CONTRACTOR's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CONTRACTOR. This AGREEMENT may be terminated by the CONTRACTOR upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all approved and performed work 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, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the 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.
- D. Failure to maintain the designated staff (as identified herein and in the CONTRACTOR'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY

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. General/Commercial Liability	\$1,000,000 per each occurrence
---------------------------------	---------------------------------

	<p>\$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
B. Automobile Liability	<p>\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis and shall receive a waiver of subrogation in favor of the Owner.</p>
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	<p>\$2,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A" above, such lesser amount as is necessary to achieve a total of \$4,000,000 in coverage between the general/commercial liability and umbrella or excess liability coverage.</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
D. Worker's Compensation and Employers' Liability	<p>CONTRACTOR shall maintain at levels as required by the State of Wisconsin,</p> <p>The coverage shall provide a waiver of worker's compensation subrogation and/or any rights of recovery allowed under any worker's compensation law, both in favor of the Owner.</p>
E. Errors and Omissions (Professional Liability)	<p>\$1,000,000 per claim \$1,000,000 annual aggregate</p>

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

If said policies are thereafter canceled, permitted to expire, or changed, the CONTRACTOR shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONTRACTOR, nor the CONTRACTOR's subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the CONTRACTOR fails to ensure the CONTRACTOR and all subcontractors are insured and continue to remain insured, the CONTRACTOR shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all subcontractors shall remain with the CONTRACTOR; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure CONTRACTOR and subcontractors have the required insurance coverage.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. The CONTRACTOR warrants each of the following:
 - 1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 - 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 - 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatsoever.

VIII. TIME FOR COMPLETION

The CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT.

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.

Sandra L. Wesolowski, City Clerk Dated

Paul Rotzenberg, Director of Finance Dated
And Treasurer

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney Dated
And Treasurer

TITLE: _____

BY: _____
Dated

PRINT NAME: _____

TITLE: _____

BY: _____
Dated

PRINT NAME: _____

TITLE: _____

Attachment A

Insert Hourly Rate Table

(ADD A LIST OF NAMES/POSITION TITLES AND APPLICABLE HOURLY RATES)

A G R E E M E N T
between
the City of Franklin
and
Vandewalle & Associates Inc.
for
Parkland Acquisition Services

This AGREEMENT, made and entered into this ____ day of January, 2020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and Vandewalle & Associates Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 120 East Lakeside Street, Madison WI, 53715.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a comprehensive planning and zoning consulting contractor with Real Estate experience and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONTRACTOR to provide support for parkland acquisition services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. Scope of Services: CONTRACTOR will work, with the CITY, and other partners as may be identified, to execute the acquisition of parkland by the CITY. The CONTRACTOR will execute all aspects of the parkland acquisition as set forth in the Attachment A, "Basic Scope of Services," which is incorporated herein by reference
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.
- C. The CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.
- D. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express AGREEMENTS may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR on a time and materials basis, for and in consideration of the performance of Basic Services described herein, at rates as identified in Attachment B, except as otherwise noted below.

- A. The CONTRACTOR may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation. To substantiate the invoice, appropriate supporting documentation shall include, without limitation due to reference herein, the following: days and hours worked, individual performing the work, and the general purpose, nature, or type of the work performed (as appropriate). The CITY agrees to pay the CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. The cost of all services (including but not limited to any reimbursable mileage and all reimbursable expenses) to be provided under this agreement shall not exceed \$25,000 (Initial Funding), without written authorization and amendment of this AGREEMENT. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will achieve completion of or substantial progress toward the stated deliverables within the allowance of the Initial Funding.
- C. It is the expectation that this AGREEMENT shall serve as a MASTER AGREEMENT with additional funding beyond the Initial Funding being authorized, as may be mutually agreed upon, through amendment to this AGREEMENT.
- D. Should the CITY find deficiencies in work performed or reported, it will notify the 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 the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- E. Travel time shall be reimbursable at fifty percent (50%) of documented and mileage to be reimbursed at current IRS rate. Multiple vehicles will not charge mileage for attending the same meeting. Travel time around Franklin related to projects or site visits is chargeable time. Mileage documentation includes the date, distance, destinations, and brief statement of purpose.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.

- B The CITY may, in writing, request changes in the Basic Scope of Services required to be performed by the CONTRACTOR, which may continue to be on a time and material basis or may, by mutual agreement, be on a fixed-fee, not-to-exceed fee, or other such basis.
- C Any claim by the CONTRACTOR for an adjustment hereunder that applies the basis for any cost changes must be in accordance with an amendment to the AGREEMENT that is executed prior to such claim.

IV. ASSISTANCE AND CONTROL

- A Alderman John Nelson will serve as CITY's Lead Staff and be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONTRACTOR.
- B. The CITY will timely provide the CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONTRACTOR will appoint, subject to the approval by the CITY, Brian Munson, Principal, as the CONTRACTOR's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

- A This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon 7 days written notice to the CONTRACTOR. This AGREEMENT may be terminated by the CONTRACTOR upon seven (7) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all approved and performed work up to the date of termination and from the last work-dates invoiced, 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, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Scope of Services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the 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.
- D. Failure to maintain the designated staff (as identified herein and in the CONTRACTOR's original proposal) or such similarly qualified staff as

determined by the CITY may lead to termination of the agreement, as determined by the CITY

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. General/Commercial Liability	\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$2,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A"
D. Worker's Compensation and Employers' Liability	CONTRACTOR shall maintain at levels as required by the State of Wisconsin,
E. Errors and Omissions (Professional Liability)	\$1,000,000 per claim \$1,000,000 annual aggregate

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Umbrella or Excess Liability coverage.

If said policies are thereafter canceled, permitted to expire, or changed, the CONTRACTOR shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONTRACTOR, nor the CONTRACTOR's authorized or unauthorized subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. The CONTRACTOR warrants each of the following:
1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatsoever.

VIII. TIME FOR COMPLETION

The CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT.

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

Unless other required herein, the 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 the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. **Professionalism:** The CONTRACTOR stipulates that 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

Attachment A

SCOPE OF BASIC SERVICES

1. **Review of existing plans** for the purpose of identifying a baseline as to the general intent and goals of the City related to parkland acquisition. Review would at least include the City of Franklin 2025 Comprehensive Master Plan; Franklin's Future Land Use Map, City of Franklin Comprehensive Outdoor Recreation Plan: 2025, and zoning ordinances as relevant to consider future land use plans and existing parameters related to development and the community's long-term vision.
Timeline: Not to exceed 1 month.
Deliverable: Estimated timeline for next steps (below) and enhanced outline of the recommended process going forward.
2. **Conduct real estate analysis to preliminarily determine potential sites and/or localized areas for acquisition.** Study and consider ideal sites for future park development and assess market value of target properties or localized areas.
Timeline: as determined in #1 above
Deliverable: Meeting with primary staff to discuss/present initial findings.
3. **Conduct interviews and meetings with stakeholders,** which will likely require evening meetings with the Common Council, the Plan Commission, the Parks Commission, and/or the Environmental Commission. Stakeholders may extend beyond city staff, leadership, and Boards and Commissions to include property owners, neighbors, and relevant environmental and market conditions experts such as: MMSD, DNR, SEWRPC, etc. Meetings may include developing and hosting public information meetings and/or neighborhood meetings.
Deliverable: Meeting with Common Council, and potentially Park Commission, (in closed session if determined allowable under statute) to provide recommendations on target properties for consideration along with a basis for each such recommendation and to provide a recommended approach or strategy for pursuit of acquisition, which may include any public information rollout strategy.
4. **Execute property acquisitions.** Represent the City in the final steps of property acquisition which include, but are not limited to, negotiation of price, the making of formal offers, and coordination and/or preparation of purchase documents. All of the preceding shall be done in coordination with legal counsel to be contracted separately by the City. Ensuring all acquisitions are done in accordance with statutory provisions and legal requirements related to municipal property acquisition. It is anticipated this step would also include executing any public information rollout strategy or plan necessary to manage the public understanding and reception of proposed acquisitions.
5. **Miscellaneous:**
 - a. **Deliverables can be further defined as the process gets underway,** which may include related efforts such as preparing initial and ongoing summary findings, development scenarios and recommendations related to land use plans; the development and tax base implications of changes in land uses; potential funding assistance to leverage existing funds; next steps for use of development funds and site acquisition process; and summary recommendations to amend plans/code in order to connect efforts to overall advancement of the City's long-term vision and plan.
 - b. **Staff Meeting Deliverable:** Following step 1 above, deliverables include a meeting at least every other week with City's Lead Staff (and other City staff as the Lead Staff determines

necessary), unless waived at the discretion of the Lead Staff, for the purpose of updating staff as to efforts and progress. Such meetings may be by conference call or by other such technology means.

c. **Council Update Deliverable:** The scope anticipates a monthly update to be provided to the Common Council including hours, cost, and general project status. The Lead Staff will determine at which such updates Vandewalle representatives will be needed, with reasonable consideration given by staff as to advance notice and special circumstances relative to Vandewalle's availability.

6. Scott Harrington, AICP, Principal Planner, will serve as the Project Manager with assistance from Meredith Perks (planning, research, coordination) and Dan Johns (real estate). Mike Slavney, Principal Planner is on-board to advise on zoning related issues; yet if appropriate Jackie Mich (also currently working with the Franklin Planning Office) can provide insights on the City's zoning code and other topics to achieve efficiencies in this effort. Brian Vandewalle, firm President and CEO, will provide expertise related to market, location and site selection, and highest and best use from a real estate perspective.

Attachment B

Fee Schedule

Hourly Rates

Company President	\$220 to \$250
Principal	\$180 to \$220
Associate	\$95 to \$130
Assistant	\$85 to \$95
GIS Analyst/Cartographer	\$90 to \$100
Communications Specialist	\$65 to \$120
Project Assistant	\$50 to \$65