

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/17/2018
REPORTS AND RECOMMENDATIONS	RESOLUTION TO AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH R.A. SMITH, INC. FOR THE DESIGN OF THE S. 51ST STREET AND W. DREXEL AVENUE ROUNDBOUT IN THE AMOUNT OF \$89,933.78	ITEM NUMBER <i>G.10.</i>

### **BACKGROUND**

At the March 20, 2018, Common Council meeting, raSmith (aka R.A. Smith, Inc.) presented an intersection evaluation for W. Drexel Avenue and S. 51st Street. A single lane roundabout was presented as the best option for this intersection. Following the presentation:

*Alderman Dandrea moved to direct staff to negotiate and develop a scope and fee for professional design services related to the improvement of the intersection of S. 51st Street and W. Drexel Avenue with R.A. Smith. Seconded by Alderman Barber. All voted Aye; motion carried.*

### **ANALYSIS**

Staff has reviewed the enclosed agreement with raSmith and believes that it is fair and just representation of the efforts needed for the design and letting (bidding) of the project. The professional fee of \$89,810.93 includes sub-consultant fees for lighting and geotechnical work. Professional services beyond the letting are not included.

The design is scheduled to allow for construction starting after the last day of school for the 2018-2019 school year (June 7, 2019) and have the project functional prior to the start of school that fall (mid August 2019).

Note that among the services not provided is landscaping. It is anticipated that DPW will provide appropriate plantings, if any, for the project. Opinions regarding appropriate plantings are appreciated for consideration.

### **FISCAL NOTE**

\$750,000 construction for this intersection is included in the proposed 2018 budget. The construction budget noted in raSmith's evaluation was \$825,000. This amount with professional construction services will be included in the 2019 budget request.

### **COUNCIL ACTION REQUESTED**

Resolution to authorize the execution of a professional services contract with R.A. Smith, Inc. for the design of the S. 51<sup>st</sup> Street and W. Drexel Avenue roundabout in the amount of \$89,933.78, pending legal review and technical corrections.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES  
CONTRACT WITH R.A. SMITH, INC. FOR THE DESIGN OF THE S. 51ST  
STREET AND W. DREXEL AVENUE ROUNDABOUT

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WHEREAS, the intersection of S. 51<sup>st</sup> Street and W. Drexel Avenue is a heavily congested intersection in the City of Franklin; and

WHEREAS, Southeastern Wisconsin Regional Planning Commission (SEWRPC) and R.A.Smith, Inc. (raSmith) have performed analysis on the intersection and determined that a single lane roundabout design is the most appropriate solution for this intersection; and

WHEREAS, professional services are needed to design and permit improvements to this intersection; and

WHEREAS, Staff has identified raSmith as a qualified consultant to perform the needed design services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that a professional services contract with R.A. Smith, Inc. be executed for the design services of a roundabout at the intersection of S. 51<sup>st</sup> Street and W. Drexel Avenue in the amount of \$89,933.78.

Introduced at a regular meeting of the Common Council of the City of Franklin the  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

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

ATTEST:

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

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

## **A G R E E M E N T**

This AGREEMENT, made and entered into this 17<sup>th</sup> day of April, 2018, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and R.A. Smith, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 16745 West Bluemound Road, Brookfield, Wisconsin 53005.

## **W I T N E S S E T H**

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide design services for the 51<sup>st</sup> Street intersection with Drexel Avenue;

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

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

### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. CONTRACTOR shall provide services to CLIENT for design services for the 51<sup>st</sup> Street intersection with Drexel Avenue, as described in CONTRACTOR's proposal to CLIENT dated April 12, 2018, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at a lump sum fee of \$89,933.78 subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$89,933.78. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.



#### **IV. ASSISTANCE AND CONTROL**

- A. Brad E. Severson will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Brad E. Severson as the CONTRACTOR's Project Manager and James Blackwood as the project designer. Substitution of other staff may occur only with the consent of CLIENT.

#### **V. TERMINATION**

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

#### **VI. INSURANCE**

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

- |  |              |
|--|--------------|
| A. Limit of General/Commercial Liability                           | \$3,000,000  |
| B. Automobile Liability: Bodily Injury/Property Damage             | \$1,000,000  |
| C. Excess Liability for General Commercial or Automobile Liability | \$10,000,000 |
| D. Worker's Compensation and Employers' Liability                  | \$500,000    |
| E. Professional Liability  | \$2,000,000  |

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

## **VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

## **VIII. TIME FOR COMPLETION**

CONTRACTOR will submit the deliverables to the CLIENT in accordance with the schedule set forth in CONTRACTOR's proposal to CLIENT dated April 11, 2018.

## **IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

## **X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

R.A. Smith, Inc.

BY: \_\_\_\_\_

BY: Brad E. Severson

PRINT NAME: Stephen R. Olson

PRINT NAME: Brad E. Severson, P.E.

TITLE: Mayor

TITLE: Project Manager

DATE: \_\_\_\_\_

DATE: April 12, 2018

BY: \_\_\_\_\_

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Paul Rotzenberg

TITLE: Director of Finance and Treasurer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_

PRINT NAME: Jesse A. Wesolowski

TITLE: City Attorney

DATE: \_\_\_\_\_

# ATTACHMENT "A"



CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.

16745 W. Bluemound Road

Brookfield, WI 53005-5938

(262) 781-1000 | [rasmith.com](http://rasmith.com)

April 12, 2018

Mr. Glen Morrow  
City Engineer/Director of Public Works  
City of Franklin  
9229 W. Loomis Road  
Franklin, WI 53132

Re: Proposal for Professional Services

Dear Mr. Morrow:

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME:

Design services for 51<sup>st</sup> Street / Drexel Avenue Roundabout

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

R.A. Smith, Inc. (raSmith) shall design and prepare construction plans for the 51<sup>st</sup> Street / Drexel Avenue single lane roundabout.

The detailed Scope of Services is as follows:

A. Field Survey

raSmith will prepare and send a notification letter regarding the upcoming survey work to surrounding property owners. Full topographical and utility survey will be obtained to a distance of 500 feet along each leg of the intersection, to a width of 75 feet on each side of the roadway centerline.

raSmith will contact Digger's Hotline and survey the marked utility facilities within the topographical survey limits. Up to two (2) site visits for utility locates are included.

As part of the topographical survey, raSmith will collect locations for the field marked wetland boundaries.

B. Agency Coordination

Coordination with DNR will be completed, including the WRAPP-NOI. It is assumed that the project will not be subject to Total Suspended Solids (TSS) reductions, and is exempt from peak flow reduction requirements.

It is assumed that permitting from Milwaukee Metropolitan Sewerage District (MMSD) will not be required, as the impervious surface being added with the project is estimated to be less than 0.5



Mr. Glen Morrow  
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acres. If the project limits or scope are modified to increase the added impervious area to over 0.5 acres, permitting with MMSD shall be considered extra services.

It is assumed that wetlands will not be impacted with the project. Preparation of wetland permits and coordination with the Wisconsin Department of Natural Resources (WDNR) and US Army Corps of Engineers (USACE) shall be considered extra services.

#### C. Wetland Delineations

raSmith will delineate wetlands within an area 500 feet along each leg of the intersection, to a width of 75 feet on each side of the roadway centerline. Wetland community types will be identified and their boundaries delineated using the Routine On-Site Determination Method as defined in the 1987 Corps of Engineers Wetland Delineation Manual and in the Northcentral/Northeast Regional Supplement, and shall be performed in accordance with WDNR requirements. The boundaries of areas meeting wetland criteria will be flagged in the field to be collected as part of the topographical survey effort.

#### D. Utility Coordination

Coordination of the relocation of utilities conflicting with the project will be completed. Inclusion of water and sewer plans in the roadway construction plans is not anticipated.

#### E. Meetings and Coordination

The following meetings will be held:

- Up to three (3) meetings with City of Franklin staff or Common Council.
- One (1) Public Involvement Meeting.
- One (1) property owner meeting.
- One (1) meeting with representatives from Franklin High School.
- One (1) pre-construction meeting.

Meetings with the DNR, USACE, and utilities are not required.

#### F. Road Plans, Specifications, and Estimate

A single lane roundabout will be designed, with roundabout side paths in the corners of the intersection, and sidewalk along 51<sup>st</sup> Street within the project limits. Grading for a future path on the south side of Drexel Avenue will be evaluated, and incorporated into the design if deemed appropriate by the City.

The roundabout design will accommodate a WB-62 truck for right turn, left turn, and through movements. The roundabout design will include analysis of the roundabout fastest paths, intersection sight distances, and other WisDOT roundabout design parameters, to be summarized in a roundabout parameters table.

The following plans will be developed for the project: title sheet, note sheet, typical sections, detail for relocation of one hydrant, storm sewer/erosion control, permanent signing, pavement marking, street lighting, detour, alignment, plan and profile, cross-section, and miscellaneous quantities.



Mr. Glen Morrow  
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It is assumed that the 51<sup>st</sup> Street and Drexel Avenue intersection will be closed to through traffic during construction. The plans and specifications will be prepared accordingly. The intersection closure timeframe will be minimized as much as possible, and emergency vehicle access will be provided to the extent practicable.

Wisconsin Department of Transportation specifications and bid items will be used.

An Estimate of Probable Construction Costs will be prepared at the 90% plan level and at the final plan submittal.

Plan submittals at the 60% and 90% stages will be provided to the City of Franklin for review.

Landscaping, retaining wall, wetland mitigation, utility, construction staging plans, and retention pond plans will be considered extra services.

#### G. Legal Descriptions & Exhibits

raSmith will prepare individual metes and bounds legal descriptions encompassing the proposed fee right of way, permanent easement, or temporary easement acquisitions required on each parcel. It is assumed that title reports will be provided by the Owner and that seven tax parcels will be impacted. The scope includes an estimated two legal descriptions per tax parcel (i.e., one fee and one temporary easement on each parcel). Scope also includes seven exhibits showing the proposed acquisitions on each tax parcel, one exhibit for each tax parcel. The applicable acquisition legal description(s) will be included on each exhibit. Legal descriptions will be tied into and based on monuments of the Public Land Survey System (PLSS). Scope includes the necessary field work to recover and survey the location of the appropriate existing PLSS, property corner, and right of way monuments.

#### H. Local Letting

raSmith will prepare final construction bid documents for a local letting and make the plans and specifications available using the QuestCDN on-line system. raSmith will respond to bidder questions, prepare addenda (if needed), attend the bid opening, review and analyze bids received, and provide a recommendation letter for award of the construction contract.

#### I. Soils Investigations

Professional Service Industries, Inc. (PSI) will perform eight (8) soil borings to a depth of 7½ feet, and provide a geotechnical report with pavement design parameters and subgrade treatment recommendations, if necessary.

### III. COMPLETION SCHEDULE:

The project schedule is generally as follows:

60% Plans w/slope intercepts	November 2018
90% Plans / Draft PS&E	February 2019
Final PS&E	April 2019
Let	May 2019
Construction	June 8 – August 2019



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#### IV. PROFESSIONAL FEES:

The above-described services will be provided for a lump sum fee of \$89,933.78. The fee includes \$1,291.00 for Singh & Associates for lighting calculations and review, and \$3,428.00 for Professional Service Industries, Inc. for soils investigations. Fees will be invoiced monthly on a percent complete basis.

As your project progresses, additional work beyond the scope of this agreement may be required. Please initial below how you would like us to proceed with such work:

- \_\_\_\_\_ Time is critical. Proceed with any additional work and notify me with the details as soon as possible. I understand that this work will be performed on an hourly, time-and-material basis.
- GEN \_\_\_\_\_ Contact me to obtain my verbal authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.
- \_\_\_\_\_ Contact me to obtain my written authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.

#### V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 60 days from the date of this proposal and are conditioned upon our completion of all services by June 1, 2019.
- B. The Owner shall provide any existing data pertinent to the project including the following:
  - 1. As-built road, storm sewer, sanitary sewer, and water main plans, if available.
  - 2. Existing subdivision plats, CSMs, and plats of survey, if available.
  - 3. Title reports for properties adjacent to the project.
- C. There are no navigable streams present in the project area nor is there any flood plain involvement on the project.
- D. Owner shall pay for any and all review and permit fees. Payment of fees to various agencies for plan reviews and other reasons may be necessary throughout the course of this project. Timely remittance of those fees to us is very important, since agencies will not accept review packages without the required fees.
- E. Owner will provide title reports for properties adjacent to the project.
- F. After work has commenced, any revisions requested by the Owner, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.
- G. We will not be responsible for improper use or extensions of use of documents prepared or staking performed by us beyond the stated purpose for which the documents were prepared.
- H. The Owner shall advertise and receive bids for the project.





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VI. SERVICES NOT INCLUDED:

Unless specified elsewhere in this proposal, the following services are not included as part of this project and, therefore, are not reflected in our lump sum fee. If requested, these services will be performed on an hourly, time-and-material basis according to the attached Professional Fees Rate Schedule, unless other arrangements are agreed upon.

- A. Additional or extended services beyond those specifically described in the Scope of Services
- B. Water main or sanitary sewer design
- C. Traffic counts or projections
- D. Environmental audits
- E. Wetland or floodplain permitting or mitigation site search
- F. Endangered species investigation
- G. Appraisal staking
- H. Real estate negotiation and acquisition services
- I. Landscaping design
- J. Construction services or construction staking
- K. Retaining wall design
- L. Archeological and historical survey and/or permitting
- M. Utility Release of Rights documents
- N. Hazardous materials assessment

The attached Standard General Contract Terms for Professional Services are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith, Inc. to proceed please sign in duplicate and return one original to our office.

We look forward to a very successful project!

Sincerely,  
R.A. Smith, Inc.

Brad Severson, P.E.  
Project Manager

R.A. Smith, Inc.

John Elkin, P.E.  
Transportation Division Director

Enclosures



## STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.

8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1½% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

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R.A. Smith, Inc.  
16745 West Bluemound Road, Suite 200  
Brookfield, WI 53005-5938  
Brad Severson, P.E.

PROFESSIONAL

By: 

By: 

Date: April 12, 2018

PROJECT: Design Services for the 51<sup>st</sup> Street / Drexel Avenue Project  
City of Franklin, Wisconsin

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

City of Franklin Department of Public Works  
9229 W. Loomis Road  
Franklin, WI 53132

CLIENT

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

CLIENT and R.A. Smith, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice to proceed.

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

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



March 31, 2018

R.A. Smith  
16745 West Bluemound Road  
Brookfield, WI 53005-5938

Attn: Mr. Brad E. Severson, P.E.  
Project Manager

Re: Geotechnical Exploration Proposal  
Proposed Intersection Reconstruction  
51<sup>st</sup> Street and Drexel Avenue  
Franklin, Wisconsin  
PSI Proposal No.: 240454

Dear Mr. Severson:

Thank you for giving Professional Service Industries, Inc. (PSI), an Intertek Company, this opportunity to propose our services. PSI is submitting this proposal to conduct geotechnical exploration services for the proposed intersection reconstruction project in Franklin, Wisconsin. Presented below is a review of furnished project information, along with PSI's proposed scope of services and general conditions.

#### **PROJECT DESCRIPTION**

PSI understands that the project includes the proposed redesign/reconstruction of the existing intersection in Franklin, Wisconsin. It is understood that the current 4-way intersection experiences significant traffic backup on a regular basis, and thus it is proposed to redesign and reconfigure the intersection into a roundabout. The proposed pavement for the reconstruction is unknown at this time, however it is assumed that it will be asphalt. Significant grade changes are not anticipated. Portions of the new intersection pavements will fall within existing pavement areas, while others will fall within unpaved grass or gravel areas adjacent to the existing pavement. It is assumed that the existing pavements will be completely removed and replaced within the project limits. It appears that some of the pavement consists of asphalt and some of concrete.



Should any of the above information be inconsistent with the planned construction, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

### SCOPE OF SERVICES

Based upon the information that was provided and PSI's current understanding of the project, we have outlined below a scope of services to provide a geotechnical study for the primary purpose of developing geotechnical design criteria for the proposed intersection reconstruction project.

PSI proposes to drill 8 borings for the proposed project to a depth of 7½ feet. The locations, numbers and depths of the borings are summarized in the table below. They will be positioned to obtain information regarding the existing pavement and underlying subgrade, as well as to obtain information in several unpaved grass areas that are proposed to be paved.

Boring	Location
B-1	North Leg (paved shoulder)
B-2	North Leg (paved shoulder)
B-3	West Leg (paved shoulder)
B-4	West Leg (off pavement in grass ditch)
B-5	East Leg (paved shoulder)
B-6	East Leg (paved shoulder)
B-7	South Leg (off pavement in grass ditch)
B-8	South Leg (paved shoulder)

A total of 60 feet of drilling is proposed. The borings will be completed to the requested depths or auger refusal, whichever occurs first. Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services.

PSI will stake the borings in the field at the general locations shown on the attached Boring Location Plan. If surface elevations at each boring are desired, it is requested that the client survey the boring locations after completion of drilling. Otherwise, the borings will reference the existing ground or pavement surface at the time of drilling without specific elevation information.

The soil borings will be performed with a **track-mounted drill rig** to access several of the adjacent grass ditch areas. Conventional hollow stem augers will be utilized to



advance the boreholes. Representative soil samples will be obtained at 2.5-foot increments to a depth of 10 feet and below that depth every 5 feet employing split-barrel sampling procedures in general accordance with ASTM D-1586. The borings will be abandoned according to State Code upon completion. However, once backfilled and surface patched, it is possible that the backfill within the borehole will settle when surface water or groundwater enters the hole, thus causing the surface patch to fail. However, PSI cannot be responsible for monitoring the condition of said boreholes; therefore, the condition of the boreholes should be monitored by the local municipality. Excess soil cuttings from the borings, if any, will be thin spread adjacent to each boring location, but will not be left on the pavement surface. The borings will be patched with cold mix asphalt upon completion.

Traffic control signage and cones will be provided by PSI for the boring work in accordance with MUTCD standards for work on the shoulder warning of the road work in advance. The traffic control will be in place in the general vicinity of the drill rig and crew and then moved when complete to the next boring location. Additionally, PSI has based its proposal on our drill crew having authorization to keep traffic control in place between the times of 7 am and 5 pm during weekdays. If more stringent time controls are required, additional charges may apply.

This proposal is based upon permits and permit fees being waived by the City since they will be the end user of the work to be performed.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, and may include testing of selected samples to evaluate the soils' moisture content, plasticity, grain size and relative strength characteristics.

Project services do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials. Additionally, PSI's services do not include securing permits, cost estimating, public meetings or preparing construction drawings. If you require such services, PSI can provide such under a separate proposal and authorization.



## REPORT

Upon conclusion of PSI's field and laboratory work, the data will be analyzed by one of PSI's experienced geotechnical engineers and a report will be prepared. The report will include the following:

- A discussion of subsurface conditions encountered including pertinent soil properties;
- Existing pavement and aggregate base thickness at the boring locations;
- Geotechnical recommendations relating to the proposed pavement construction;
- Representative pavement design parameters for each segment of roadway including material type (well or poorly sorted), frost index, soil support value, design group index, Resilient Modulus,  $M_R$ , CBR and subgrade reaction modulus,  $k$ ;
- Site preparation information including placement and compaction of engineered fill, control of groundwater, and improvement of unstable soil;
- Areas of potential Excavation Below Subgrade (EBS);
- Comments and recommendations relating to other observed geotechnical conditions which could impact the project;

One electronic of the report will be provided. Additional copies can be provided upon request.

## SPECIAL INSTRUCTIONS

The client's communication of any available site development plans or previous geotechnical investigations to PSI is needed. Prior to the geotechnical exploration, PSI will require a proposed grading plan so that we can verify that our proposed boring depths are adequate for the project. Upon project start-up, PSI will contact you or your designated representative regarding this information and project scheduling.

Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. PSI will attempt to minimize such damage, but no restoration other than backfilling the soil borings and patching the surface with asphalt patch is included.

All of the borings will be located within the public road Right Of Way. As such, it is standard and industry practice to proceed with the understanding that utilities within the ROW are entirely publicly owned and operated. PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. PSI will also contact the local municipality to discuss if any additional utilities, not covered by Digger's Hotline are located within the roadway. If the local municipality identifies that additional utility



lines may be present, PSI will request an amendment to retain a private utility locating company to locate the utilities within 10 feet of the boring locations. In addition, PSI will request the local municipality mark and/or provide plans showing the location of all laterals located within the work zone. If the local municipality will not provide lateral markings or plans, other arrangements will be required in order to locate these utilities. If additional fees are required, PSI will contact you prior to implementation for your approval.

### **FEES**

It is proposed that the fee for performance of the outlined scope of services be charged on a lump sum basis. **Based on the scope of services outlined above, the total fee for the geotechnical services will be \$3,428.00.**

The costs are based upon the site being readily accessible to PSI's drilling equipment as outlined above. If site conditions change, requiring the use of special equipment, an additional charge may apply. Any additional charges and options to access the site will be discussed with you prior to additional charges being incurred. It is also based upon access permissions to private properties being procured by the client prior to PSI mobilization.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. This fee is based on adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require deepening borings or additional investigation, PSI will notify you to discuss modifying the outlined scope of work. Additional work beyond the lump sum fee will not be performed without your prior authorization.

PSI is available to review the earthwork-related portions of project drawings and specifications, and to confer with the design team after submittal of our report. Additionally, PSI would be available to attend meetings regarding our geotechnical report. Such follow-up services are beyond the scope of this proposal, and would be invoiced on a unit rate basis. PSI will obtain your specific authorization prior to providing any additional services.

### **AUTHORIZATION**

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to PSI's office. PSI will proceed with the work upon receipt of authorization.



PSI appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have, or if PSI can be of additional service.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

***Electronic Copy***

Ted A. Cera, P.E.  
Department Manager  
Geotechnical Services

Attachments:      Proposal Acceptance  
                         General Conditions  
                         Proposed Boring Location Plan



<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR BOARD OF PUBLIC WORKS ACTION</b>	<b>MTG. DATE</b> 04/17/2018
Reports & Recommendations	<b>ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5 (D) (4) TO ADD NO PARKING ON NORTH SIDE OF W. CENTRAL AVENUE FROM S. 27<sup>TH</sup> STREET TO S. 29<sup>TH</sup> STREET, S. 31<sup>ST</sup> STREET, OR S. 33<sup>RD</sup> STREET</b>	<b>ITEM NO.</b> <i>G, 11.</i>

### **BACKGROUND**

An official complaint was received by the City regarding parking on W. Central Avenue near Mimosa's Restaurant (9405 S. 27th Street). It was noted that there is a parking problem from employees and customers on Saturday and Sunday mornings. The on-street parking makes it difficult for residents to access their driveways and two-way traffic is restricted. The request was to have no parking for this section of roadway.

The Board of Public Works discussed this issue on April 10, 2018. After the meeting, it was noted that the Board did not specify to which blocks their recommendation applies. Council is encouraged to read the analysis, and if in agreement with the Board, determine if this restriction applies to one, two, or three blocks.

### **ANALYSIS**

W. Central Avenue pavement in this area is very narrow at 20 to 21 feet wide. The minimal shoulder on the north edge is level and the south edge drops sharply to a drainage ditch. Unfortunately the southern ditch does not appear to accommodate any consideration of ditch enclosure.

Parking is currently allowed on both sides. It is apparent that the complaint regarding the current situation is a real concern. Considering eight feet width of parked cars on each side parked entirely on the pavement, that only leaves four feet of travel traffic. Parking on both sides should not be allowed under any scenario.

Parking on one side would allow traffic, but only one vehicle at a time. However this is an improvement over existing conditions.

An option to allow parking on one side with making this section a one-way direction is an option, but conversations with the Alderman and Mayor indicate that this is not desirable.

During field investigation, the hotel owner across (north) the street came out to talk with the technician and the hotel owner was against anyone parking on his side (north side). Unfortunately the north side has the relatively flat shoulder conducive to parking and entering/exiting a vehicle without a steep ditch.

Since the south side has a very steep shoulder ditch, it is difficult for people exiting the car if the car uses the shoulder for a parking area. Therefore parking on the south side should be assumed to be away from the edge which would further infringe in the driving area to allow a passenger to enter/exit the car and exasperates the concerns of two-way traffic.

Shared parking with the Traveler's Motel (9419 S. 27th Street) to the South is an option. One owner owns both properties. According to City Planning, Mimosa has 42 onsite parking spaces

(approved as part of Res No. 2009-020). There are also 4 parking spaces on the adjacent property to the south designated for Mimosa's parking. Please note the angled parking along S. 27th Street is illegal as it is partially located within the S. 27th Street Right-of-Way. This is why there is no striping on this portion of the property.

The Alderman has further noted that he made contact with the Owner and as a business owner he is concerned that he's losing business based on the perception that his restaurant is full because there's no parking available. He's working on options including valet service.

The Board of Public works considered this matter and they are recommending to the Common Council a combination of options below 3) Restrict parking on north side of this block of W. Central Avenue and leave two-way traffic and 5) Encourage Owner to develop shared parking options with property to the south. Again, the Board did not discuss the extent of parking restrictions.

Note that it is common for restricted parking regulations to cause parking issues to migrate. In order to address this issue in one meeting, extending the parking restriction to three blocks is suggested, but any choice would be acceptable at this time.

#### **FISCAL NOTE**

N/A

#### **OPTIONS**

1. As-is condition- two-way traffic with parking allowed on both sides.
2. Restrict any parking on this block of W. Central Avenue.
3. Restrict parking on north or south side of this block of W. Central Avenue and leave two-way traffic.
4. Restrict parking on north or south side of this block of W. Central Avenue and make this block a one-way street.
5. Encourage Owner to develop shared parking options with property to the south.

#### **RECOMMENDATION**

Ordinance to modify the Municipal Code Section 245-5 (D) (4) to add no parking on north side of W. Central Avenue from S. 27th Street to S. \_\_\_\_\_ Street.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2018-\_\_\_\_\_

ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5 (D) (4) TO ADD NO  
PARKING ON NORTH SIDE OF W. CENTRAL AVENUE FROM S. 27TH STREET TO  
S. \_\_\_\_\_ STREET

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WHEREAS, the Board of Public Works has recommended establishing no parking on the north side of W. Central Avenue west of S. 27<sup>th</sup> Street; and

WHEREAS, the Common Council concurs with the Board of Public Works recommendation and further defines the need for restricted parking from S. 27<sup>th</sup> Street to S. \_\_\_\_\_ Street.

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

SECTION I. Section 245-5(D)(4) of the Municipal Code of the City of Franklin is hereby amended as follows:

ADD:

NAME OF STREET: "W. Central Avenue"

SIDES: "North"

LOCATION: "From S. 27<sup>th</sup> Street to S. \_\_\_\_\_ Street"

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

APPROVED:

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

ATTEST:

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

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

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Modern 41 Motel  
9375 S. 27th Street

Mimosa's Restaurant  
9405 S. 27th Street

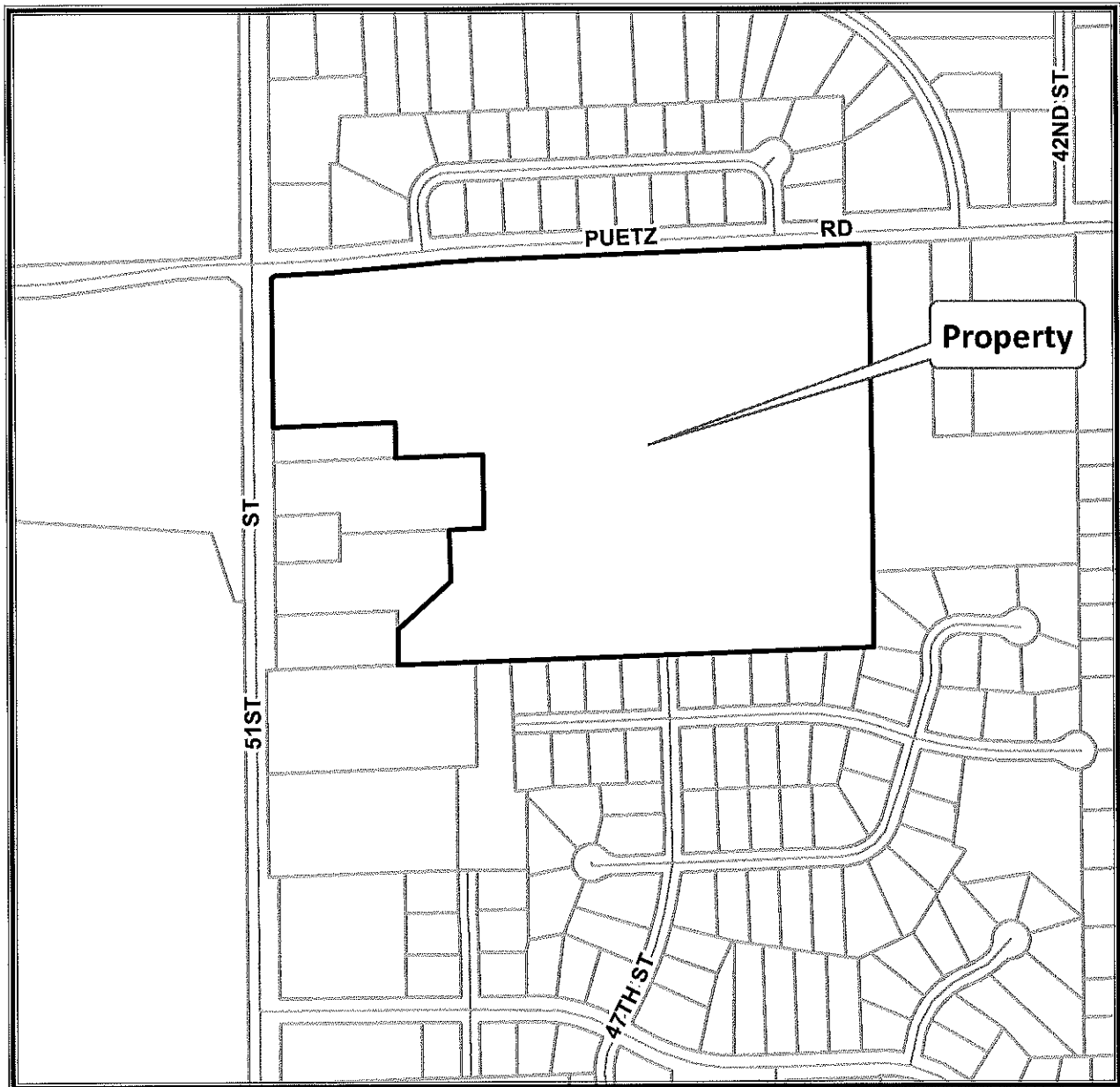
Traveler's Motel  
9419 S. 27th Street

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/17/18
REPORTS & RECOMMENDATIONS	RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A 74 LOT SUBDIVISION WITH 69 SINGLE- FAMILY RESIDENTIAL LOTS, 5 OUTLOTS AND A PRIVATE NEIGHBORHOOD PARK USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH 51ST STREET AND WEST PUETZ ROAD (VERIDIAN HOMES, LLC, APPLICANT)	ITEM NUMBER <i>G.12.</i>
<p>At its March 22, 2018 meeting the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a Special Use for a 74 lot subdivision with 69 single-family residential lots, 5 outlots and a private neighborhood park use upon property located at approximately South 51<sup>st</sup> Street and West Puetz Road (Veridian Homes, LLC, Applicant).</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to approve Resolution 2018-_____, a resolution imposing conditions and restrictions for the approval of a Special Use for a 74 lot subdivision with 69 single-family residential lots, 5 outlots and a private neighborhood park use upon property located at approximately South 51<sup>st</sup> Street and West Puetz Road (Veridian Homes, LLC, Applicant).</p>		



TKN 853 9995 010



Planning Department  
(414) 425-4024

0 300 600 1,200 Feet

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



2017 Aerial Photo



## RESOLUTION NO. 2018-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A SPECIAL USE FOR A 74 LOT SUBDIVISION WITH 69  
SINGLE-FAMILY RESIDENTIAL LOTS, 5 OUTLOTS AND A PRIVATE  
NEIGHBORHOOD PARK USE UPON PROPERTY LOCATED AT  
APPROXIMATELY 51ST STREET AND WEST PUETZ ROAD  
(VERIDIAN HOMES, LLC, APPLICANT)

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WHEREAS, Veridian Homes, LLC having petitioned the City of Franklin for the approval of a Special Use in an R-3 Suburban/Estate Single-Family Residence District, to allow for the development of a 74 lot subdivision with 69 single-family residential lots, 5 outlots and a small, private neighborhood park use, upon property located at approximately 51st Street and West Puetz Road, bearing Tax Key No. 853-9995-010, more particularly described as follows:

Lot 4 of Certified Survey Map No. 7754, recorded in the Register of Deeds office for Milwaukee County on May 9, 2006, as Document No. 9231593, being a redivision of Parcel 1 of Certified Survey Map No. 4397, Parcels 1 and 2 of Certified Survey Map No. 6185 and Lot 2 of Certified Survey Map No. 7733, being a part of the Northwest 1/4 of the Northeast 1/4 and the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 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 22nd day of March, 2018, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

VERIDIAN HOMES, LLC – SPECIAL USE  
RESOLUTION NO. 2018-\_\_\_\_\_  
Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Veridian Homes, LLC, 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 Veridian Homes, LLC, successors and assigns, for the 74 lot subdivision with 69 single-family residential lots, 5 outlots and private neighborhood park use under Option 2 in Table 15-3.0203 R-3 Suburban/Estate Single-Family Residence District Development Standards, Special Use “Open Space Subdivision”, requiring in part a minimum of 0.3 open space ratio, 1.736 gross density and 2.48 net density upon the property, which shall be developed in substantial compliance with, and operated and maintained by Veridian Homes, LLC, pursuant to those plans City file-stamped March 12, 2018 and annexed hereto and incorporated herein as Exhibit A.
2. Veridian Homes, LLC, 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 Veridian Homes, LLC 74 lot subdivision with 69 single-family residential lots, 5 outlots and private neighborhood park development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Veridian Homes, LLC, and the 74 lot subdivision with 69 single-family residential lots, 5 outlots and private neighborhood park use under Option 2 in Table 15-3.0203 R-3 Suburban/Estate Single-Family Residence District Development Standards, Special Use “Open Space Subdivision”, requiring in part a minimum of 0.3 open space ratio, 1.736 gross density and 2.48 net density, for the property located at approximately 51st Street and West Puetz Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

VERIDIAN HOMES, LLC – SPECIAL USE  
RESOLUTION NO. 2018-\_\_\_\_\_

Page 3

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 \_\_\_\_\_, 2018.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

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

ATTEST:

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

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



## CITY OF FRANKLIN



## REPORT TO THE PLAN COMMISSION

Meeting of March 22, 2018

## Special Use and Preliminary Plat

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**RECOMMENDATION:** City Development Staff recommends approval of the Special Use and Preliminary Plat for the Aspen Woods Subdivision, subject to the conditions as noted in the attached draft resolution.

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<b>Project Name:</b>	Aspen Woods Preliminary Plat
<b>Project Location:</b>	Southeast corner of 51 <sup>st</sup> Street & West Puetz Road (Tax Key No: 853-9995-010)
<b>Property Owner:</b>	Borislav Kresovic
<b>Applicant:</b>	Veridian Homes, LLC
<b>Agent:</b>	J. Scott Roltgen, Excel Engineering, Inc.
<b>Current Zoning:</b>	R-3 Suburban/Estate Single-Family Residence District
<b>2025 Comprehensive Plan:</b>	Residential
<b>Use of Surrounding Properties:</b>	Single-family residential to the north, south and east, and single-family residential and Milwaukee County parkland to the west.
<b>Applicant's Action Requested:</b>	Approval of the Preliminary Plat for future single-family residential development

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**Introduction:**

Please note:

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

On February 5, 2018, the applicant submitted applications for a Special Use and Preliminary Plat for a property located at the southeast corner of South 51<sup>st</sup> Street and West Putetz Road. The Special Use request is to utilize the R-3 Suburban/Estate Single-Family Residence District "Open Space Subdivision" Option 2 development standards, which requires a minimum 30% open space ratio. The preliminary plat proposes to subdivide the existing 46.206-acre parcel into 69 R-3 single-family residential lots and five (5) outlots. The five (5) outlots consist of natural resource features (to be protected by conservation easements), storm water management facilities, and required open space (to be protected by open space buffer easements). The subdivision also has a 30-Foot Landscape Buffer Easement on the lots adjacent to West Puetz Road.

### **Project Description/Analysis:**

As noted the proposed Aspen Woods Subdivision development includes 69 single-family residential lots and five (5) outlots. The plat also consists of several new public roadways, including a connection to West Puetz Road at West Alesci Drive on the north side of the subdivision and a connection to South 47<sup>th</sup> Street on the south side of the subdivision. The three (3) proposed cul-de-sacs will be designed to include an island.

The lots range in size from 13,541 square feet to 41,296 square feet, all exceeding the R-3 "Open Space Subdivision" Option 2 minimum lot size of 13,000 square feet. According to the applicant, the average lot size is 16,263 square feet. All single-family lots abut a public right-of-way and have sufficient width.

The preliminary plat depicts two paths and a recreational area to be provided as amenities for the subdivision development. The paths provide connections for the neighborhood to West Puetz Road and South 51<sup>st</sup> Street. The proposed recreational area is within Outlot No. 5, but the applicant has not provided details regarding what that recreational area will entail. Staff suggests the applicant submit details about the type of equipment and any other amenities to be provided within the recreational area with the Final Plat.

Stormwater ponds are proposed within Outlot 5 and Outlot 2, within the northwest and northeast corners of the property respectively. A Stormwater Management Plan and calculations were submitted to the Engineering Department for review. The plan is currently under review and will require final Engineering Department approval as part of the review of the Final Plat Application. The proposed subdivision will be served by municipal water and public sanitary sewer.

### **Natural Resource Protection Plan:**

A Natural Resource Protection Plan (NRPP) has been completed for the subject development by Scott Roltgen of Excel Engineering. According to the NRPP, the site contains wetlands and associated wetland buffers and setbacks, and a mature woodland (located within a wetland).

The wetlands were delineated by Scott Roltgen of Excel Engineering on October 31, 2017. A full and complete wetland delineation report has been provided. In total, protected natural resource features encompass 1.46-acres of the site. Staff recommends the applicant submit all necessary approval(s) from the Wisconsin Department of Natural Resources and/or United States Army Corps of Engineers, as part of the Final Plat Application. In addition, staff recommends the applicant submit a written conservation easement document as part of the Final Plat Application for Common Council review and approval, and recording with the Milwaukee County Register of Deeds Office at the time of recording the Final Plat.

### **Signage:**

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

**Staff Recommendation:**

City Development Staff recommends approval of the Special Use and Preliminary Plat for the Aspen Woods Subdivision, subject to the conditions as noted in the attached draft resolution.

## **Exhibit A**

### **Preliminary Plat Submittal for Aspen Woods SEC of Puetz Road and 51<sup>st</sup> St.**

#### **USE STATEMENT**

The proposed plan incorporates 69 detached single family home sites on just over 46 acres with more than 30% of open space. Each home site will have one single family home and attached garage (with 2 or 3 garage stalls). The net density of the neighborhood is 1.49 homes per acre. The current zoning is R-3 and the proposed zoning is R-3 Special Use Open Space Option #2. The Future Land Use Map 2025 also shows the property as residential.

#### **PROJECT SUMMARY, MARKET ANALYSIS AND FINANCIAL PLAN**

As indicated above in the Use Statement, the proposed neighborhood will have 69 detached single family homes on just over 46 acres. The proposed zoning is consistent with the existing zoning, utilizing the Special Use Open Space Option 2 as provided in Franklin's United Development Ordinance.

The minimum home site size allowed with this zoning is 13,000sf. The smallest proposed home site size is 13,549sf and the largest is 41,296sf with an average size of 16,263 sf. As is required by the ordinance, we have over 30% open space and a 50' buffer for the area abutting the subdivision on the south side of the neighborhood. A 50' buffer is also located along the east side of the neighborhood. A small private neighborhood park is also planned for the development.

A path connection is provided through the neighborhood parallel to S. 51st St. and W. Puetz Rd. Due to wetlands and grade constraints in the right of way, these paths cannot be placed in the right of way. When W. Puetz Rd., was constructed, it was cut into the property on the south, creating a swale and significant grade change. The grade change on south side of the swale extends 15' to 20' onto the property. The grade change on the north side and swale take up most of the non-paved right of way preventing the installation of a path in this area.

The neighborhood is planned to be built in 2 phases with an overall development budget of approximately \$4,000,000. Initial construction on Phase 1 would commence in summer of 2018 with completion expected fall of 2018. Phase 2 would follow a similar timeframe in 2019. All infrastructure would be designed and built to the City's standards. The number of home sites in each phase will be dependent on City staff's final approval

of the engineering plans. All site improvements shall be the responsibility of the applicant with no cost to the City of Franklin. The cost of improvements dedicated to the City (including streets, sidewalks, storm is expected to approach \$2,500,000.

Home construction would start as soon as possible after the site improvements have been completed, currently estimated as fall 2018. Ranch and 2-story homes ranging from approximately 1,800sf to 3,500sf are planned with base pricing ranging from just under \$400,000 to over \$500,000. The anticipated absorption rate is 23 homes per year which translates into a 3 year sales plan. The average sales price is estimated at \$440,000 which leads to an increase of approximately \$30,360,000 in assessable value to the City as well as more than \$532,000 in impact fees.



## **DIVISION 15-3.0700**

## **SPECIAL USE STANDARDS AND REGULATIONS**

### **SECTION 15-3.0701**

### **GENERAL STANDARDS FOR SPECIAL USES**

A. ***General Standards.*** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

*Response: The proposed use and development of the property will be in harmony with the general and specific purposes of the Ordinance. The existing zoning is R-3 Suburban/Estate Single Family Residence District and the proposed zoning is the same, with the Open Space Subdivision Option 2 Special Use. This project is following the special regulations of the zoning district in question and follows the purpose and intent of the Comprehensive Master Plan.*

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

*Response: The proposed use and development of the property is consistent with the residential neighborhoods adjacent to the property. The use and development of the property will not have an adverse or detrimental effect on any adjacent property. The character of the development will be consistent with the existing residential nature of the area. The public health, safety, morals, and comfort will not be diminished in any way. The development will connect to the existing planned connection point at the south end of the development providing an additional access point for the existing neighborhood, increasing the safety and general welfare. The site offers large natural open spaces with ample buffer along the perimeter of the development.*

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

*Response: The proposed neighborhood is being developed in accordance with the applicable special zoning district regulations and no variances are being requested. The proposed neighborhood is designed to be integrated with the adjacent parcels, providing buffers and street connections that do not dominate the immediate vicinity nor interfere with the use and development of neighboring properties.*

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal,



public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

*Response: The proposed use is consistent with the Comprehensive Master Plan and City Staff has confirmed that pre-planning by the City ensures essential public facilities have been sized adequately to provide public water and sanitary sewer. The proposed utilities will connect to the existing planned utility connection points. The water supply system will be looped through the development, connecting the existing water system to the north to the existing dead end system to the south, thus enhancing the water system pressure and flow through the area. The applicant is aware of the impact fees required to support other public facilities (including parks, fire protection, law enforcement, library, transportation and water). The street connection at 47<sup>th</sup> Street provides an additional route for emergency vehicles.*

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

*Response: The applicant worked with staff to provide a safe connection point at W. Puetz Road and provides a connection point to 47<sup>th</sup> Street that minimizes traffic speed and trips through the residential streets. The new street design through the development with two intersections to the connection at 47<sup>th</sup> Street will allow for an additional access point for the existing development to the south without drawing significant traffic through the development. A review of traffic counts anticipated by the number of homes proposed indicates very little change of service to the existing street system and no undue traffic congestion.*

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

*Response: The proposed use and development was designed to preserve existing wetlands and a significant amount of trees and shrubs. Although some trees are being removed, there are very few canopy trees and many are in poor and declining health. There are no natural, scenic or historical features of significant importance on the site.*

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

*Response: The Special Use ordinance identifies a number of specific standards and regulations that are required under the Open Space Subdivision Option 2 Special Use zoning. The applicant is conforming to all of the Special Use standards and regulations and is not requesting any variances.*



- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

*Response: The applicant is complying will all special standards set forth by the Open Space Subdivision Option 2 Special Use zoning.*

- C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

*Response: The proposed use and development at this location is consistent with the zoning and Comprehensive Master Plan of the City. The existing agricultural use is inconsistent with the surrounding uses and the existing zoning for the property. The project will fulfill the planned residential use for the area, which is desirable and will contribute to the general welfare of the neighborhood.*

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

*Response: The use and development of the proposed site is appropriate as evidenced by the existing zoning and Comprehensive Master Plan land use.*

3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

*Response: Steps have been taken to provide minimize any adverse effects by providing a buffer from the existing residential neighborhood. Proposed plantings of trees and shrubs in the proposed open space areas will also provide additional screening and provide a natural environment within the development. Furthermore, a landscape bufferyard with plantings is being established along W. Puetz Rd.*

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

*Response: The proposed use and development is consistent with the existing surrounding neighborhoods and is consistent with existing zoning and land use. It will not encourage more intensive or incompatible uses in the surrounding area.*











<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>04/17/18</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR ASPEN WOODS SUBDIVISION (AT APPROXIMATELY SOUTH 51ST STREET AND WEST PUETZ ROAD) (VERIDIAN HOMES, LLC, APPLICANT)</b>	<b>ITEM NUMBER</b> <i>6.13.</i>

At the March 22, 2018 meeting of the Plan Commission the following action was approved: move to recommend approval of a resolution conditionally approving a Preliminary Plat for Aspen Woods Subdivision (at approximately South 51<sup>st</sup> Street and West Puetz Road), with the addition of some additional landscaping on Lots 60, 61, and 62 on the west property line.

Per the above motion, and in accordance with Section 15-7.0502 AA of the City of Franklin Unified Development Ordinance, Staff added the following conditions to the draft resolution:

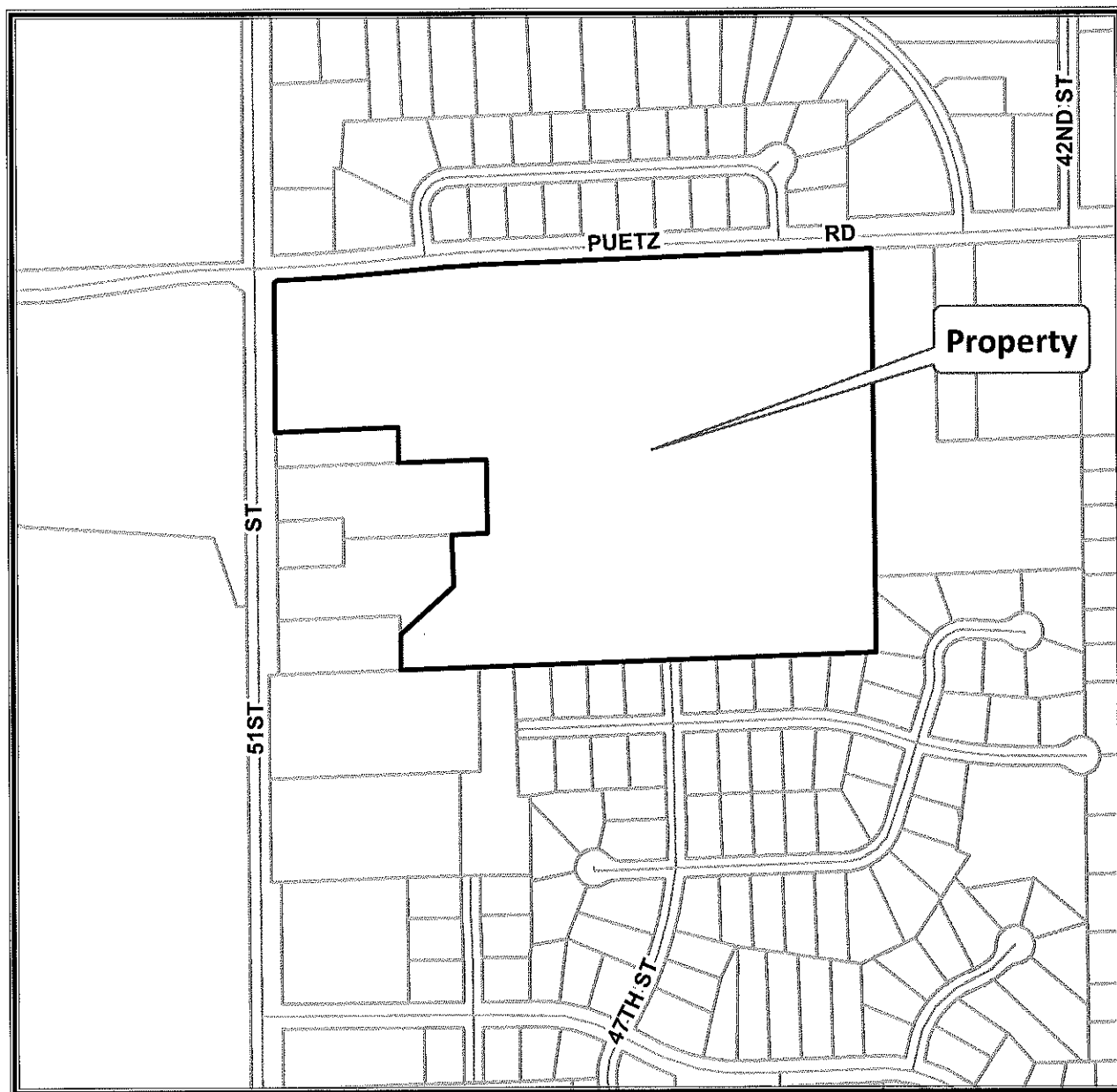
9. A 20-Foot Open Space Buffer Easement shall be added to the face of the Plat at the rear of Lots 60, 61, and 62.
10. A revised Landscape Plan graphically depicting landscape plantings in the rear of Lots 60, 61, and 62 shall be submitted to the Department of City Development for review and approval by Staff.

**COUNCIL ACTION REQUESTED**

A motion to approve Resolution 2018-\_\_\_\_\_, conditionally approving a Preliminary Plat for Aspen Woods Subdivision (at approximately South 51st Street and West Puetz Road) (Veridian Homes, LLC, Applicant).



TKN 853 9995 010



Planning Department  
(414) 425-4024

0 300 600 1,200 Feet

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



2017 Aerial Photo



## RESOLUTION NO. 2018-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A  
PRELIMINARY PLAT FOR ASPEN WOODS SUBDIVISION  
(AT APPROXIMATELY 51ST STREET AND WEST PUETZ ROAD)  
(VERIDIAN HOMES, LLC, APPLICANT)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a preliminary plat for Aspen Woods Subdivision, such plat being Lot 4 of Certified Survey Map No. 7754, recorded in the Register of Deeds office for Milwaukee County on May 9, 2006, as Document No. 9231593, being a redivision of Parcel 1 of Certified Survey Map No. 4397, Parcels 1 and 2 of Certified Survey Map No. 6185 and Lot 2 of Certified Survey Map No. 7733, being a part of the Northwest 1/4 of the Northeast 1/4 and the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at approximately 51st Street and West Puetz Road [the Preliminary Plat includes a 69 lot single-family residential subdivision, home sites ranging in size from 13,549 square feet to 41,296 square feet, which also includes 5 outlots and a future small, private neighborhood park], bearing Tax Key No. 853-9995-010, Veridian Homes, LLC, applicant; said preliminary plat having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on March 22, 2018, pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Preliminary Plat of Aspen Woods Subdivision, as submitted by Veridian Homes, 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.
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

VERIDIAN HOMES, LLC – PRELIMINARY PLAT  
RESOLUTION NO. 2018-\_\_\_\_\_

Page 2

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. Veridian Homes, LLC, successors and assigns and any developer of the Aspen Woods 69 lot and 5 outlot single-family residential subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Aspen Woods 69 lot and 5 outlot single-family residential subdivision development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
4. The approval granted hereunder is conditional upon Veridian Homes, LLC and the Aspen Woods 69 lot and 5 outlot single-family residential subdivision development project for the property located at approximately 51st Street and West Puetz Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
5. The Aspen Woods 69 lot and 5 outlot single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. All necessary approval(s) from the Wisconsin Department of Natural Resources and/or United States Army Corps of Engineers shall be submitted to the City as part of the Final Plat Application.
7. A written conservation easement document shall be submitted as part of the Final Plat Application for Common Council review and approval, and recording with the Milwaukee County Register of Deeds Office at the time of recording the Final Plat.
8. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.
9. A 20-Foot Open Space Bufferyard Easement shall be added to face of the Plat at the rear of Lots 60, 61, and 62.
10. A revised Landscape Plan graphically depicting landscape plantings in the rear of Lots 60, 61, and 62 shall be submitted to the Department of City Development for review and approval by Staff.

VERIDIAN HOMES, LLC – PRELIMINARY PLAT  
RESOLUTION NO. 2018-\_\_\_\_\_

Page 3

Introduced at a regular meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

Passed and adopted at a regular meeting of the Common Council of the City of  
Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

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

ATTEST:

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

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



## CITY OF FRANKLIN



## REPORT TO THE PLAN COMMISSION

Meeting of March 22, 2018

**Special Use and Preliminary Plat**


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**RECOMMENDATION:** City Development Staff recommends approval of the Special Use and Preliminary Plat for the Aspen Woods Subdivision, subject to the conditions as noted in the attached draft resolution.

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<b>Project Name:</b>	Aspen Woods Preliminary Plat
<b>Project Location:</b>	Southeast corner of 51 <sup>st</sup> Street & West Puetz Road (Tax Key No: 853-9995-010)
<b>Property Owner:</b>	Borislav Kresovic
<b>Applicant:</b>	Veridian Homes, LLC
<b>Agent:</b>	J. Scott Roltgen, Excel Engineering, Inc.
<b>Current Zoning:</b>	R-3 Suburban/Estate Single-Family Residence District
<b>2025 Comprehensive Plan:</b>	Residential
<b>Use of Surrounding Properties:</b>	Single-family residential to the north, south and east, and single-family residential and Milwaukee County parkland to the west.
<b>Applicant's Action Requested:</b>	Approval of the Preliminary Plat for future single-family residential development

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**Introduction:**

Please note:

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

On February 5, 2018, the applicant submitted applications for a Special Use and Preliminary Plat for a property located at the southeast corner of South 51<sup>st</sup> Street and West Putetz Road. The Special Use request is to utilize the R-3 Suburban/Estate Single-Family Residence District "Open Space Subdivision" Option 2 development standards, which requires a minimum 30% open space ratio. The preliminary plat proposes to subdivide the existing 46.206-acre parcel into 69 R-3 single-family residential lots and five (5) outlots. The five (5) outlots consist of natural resource features (to be protected by conservation easements), storm water management facilities, and required open space (to be protected by open space buffer easements). The subdivision also has a 30-Foot Landscape Buffer Easement on the lots adjacent to West Puetz Road.

### **Project Description/Analysis:**

As noted the proposed Aspen Woods Subdivision development includes 69 single-family residential lots and five (5) outlots. The plat also consists of several new public roadways, including a connection to West Puetz Road at West Alesci Drive on the north side of the subdivision and a connection to South 47<sup>th</sup> Street on the south side of the subdivision. The three (3) proposed cul-de-sacs will be designed to include an island.

The lots range in size from 13,541 square feet to 41,296 square feet, all exceeding the R-3 "Open Space Subdivision" Option 2 minimum lot size of 13,000 square feet. According to the applicant, the average lot size is 16,263 square feet. All single-family lots abut a public right-of-way and have sufficient width.

The preliminary plat depicts two paths and a recreational area to be provided as amenities for the subdivision development. The paths provide connections for the neighborhood to West Puetz Road and South 51<sup>st</sup> Street. The proposed recreational area is within Outlot No. 5, but the applicant has not provided details regarding what that recreational area will entail. Staff suggests the applicant submit details about the type of equipment and any other amenities to be provided within the recreational area with the Final Plat.

Stormwater ponds are proposed within Outlot 5 and Outlot 2, within the northwest and northeast corners of the property respectively. A Stormwater Management Plan and calculations were submitted to the Engineering Department for review. The plan is currently under review and will require final Engineering Department approval as part of the review of the Final Plat Application. The proposed subdivision will be served by municipal water and public sanitary sewer.

### **Natural Resource Protection Plan:**

A Natural Resource Protection Plan (NRPP) has been completed for the subject development by Scott Roltgen of Excel Engineering. According to the NRPP, the site contains wetlands and associated wetland buffers and setbacks, and a mature woodland (located within a wetland).

The wetlands were delineated by Scott Roltgen of Excel Engineering on October 31, 2017. A full and complete wetland delineation report has been provided. In total, protected natural resource features encompass 1.46-acres of the site. Staff recommends the applicant submit all necessary approval(s) from the Wisconsin Department of Natural Resources and/or United States Army Corps of Engineers, as part of the Final Plat Application. In addition, staff recommends the applicant submit a written conservation easement document as part of the Final Plat Application for Common Council review and approval, and recording with the Milwaukee County Register of Deeds Office at the time of recording the Final Plat.

### **Signage:**

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

**Staff Recommendation:**

City Development Staff recommends approval of the Special Use and Preliminary Plat for the Aspen Woods Subdivision, subject to the conditions as noted in the attached draft resolution.

## **Preliminary Plat Submittal for Aspen Woods SEC of Puetz Road and 51<sup>st</sup> St.**

### **USE STATEMENT**

The proposed plan incorporates 69 detached single family home sites on just over 46 acres with more than 30% of open space. Each home site will have one single family home and attached garage (with 2 or 3 garage stalls). The net density of the neighborhood is 1.49 homes per acre. The current zoning is R-3 and the proposed zoning is R-3 Special Use Open Space Option #2. The Future Land Use Map 2025 also shows the property as residential.

### **PROJECT SUMMARY, MARKET ANALYSIS AND FINANCIAL PLAN**

As indicated above in the Use Statement, the proposed neighborhood will have 69 detached single family homes on just over 46 acres. The proposed zoning is consistent with the existing zoning, utilizing the Special Use Open Space Option 2 as provided in Franklin's United Development Ordinance.

The minimum home site size allowed with this zoning is 13,000sf. The smallest proposed home site size is 13,549sf and the largest is 41,296sf with an average size of 16,263 sf. As is required by the ordinance, we have over 30% open space and a 50' buffer for the area abutting the subdivision on the south side of the neighborhood. A 50' buffer is also located along the east side of the neighborhood. A small private neighborhood park is also planned for the development.

A path connection is provided through the neighborhood parallel to S. 51st St. and W. Puetz Rd. Due to wetlands and grade constraints in the right of way, these paths cannot be placed in the right of way. When W. Puetz Rd., was constructed, it was cut into the property on the south, creating a swale and significant grade change. The grade change on south side of the swale extends 15' to 20' onto the property. The grade change on the north side and swale take up most of the non-paved right of way preventing the installation of a path in this area.

The neighborhood is planned to be built in 2 phases with an overall development budget of approximately \$4,000,000. Initial construction on Phase 1 would commence in summer of 2018 with completion expected fall of 2018. Phase 2 would follow a similar timeframe in 2019. All infrastructure would be designed and built to the City's standards. The number of home sites in each phase will be dependent on City staff's final approval

of the engineering plans. All site improvements shall be the responsibility of the applicant with no cost to the City of Franklin. The cost of improvements dedicated to the City (including streets, sidewalks, storm is expected to approach \$2,500,000.

Home construction would start as soon as possible after the site improvements have been completed, currently estimated as fall 2018. Ranch and 2-story homes ranging from approximately 1,800sf to 3,500sf are planned with base pricing ranging from just under \$400,000 to over \$500,000. The anticipated absorption rate is 23 homes per year which translates into a 3 year sales plan. The average sales price is estimated at \$440,000 which leads to an increase of approximately \$30,360,000 in assessable value to the City as well as more than \$532,000 in impact fees.



## **DIVISION 15-3.0700**

## **SPECIAL USE STANDARDS AND REGULATIONS**

### **SECTION 15-3.0701**

### **GENERAL STANDARDS FOR SPECIAL USES**

- A. **General Standards.** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

*Response: The proposed use and development of the property will be in harmony with the general and specific purposes of the Ordinance. The existing zoning is R-3 Suburban/Estate Single Family Residence District and the proposed zoning is the same, with the Open Space Subdivision Option 2 Special Use. This project is following the special regulations of the zoning district in question and follows the purpose and intent of the Comprehensive Master Plan.*

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

*Response: The proposed use and development of the property is consistent with the residential neighborhoods adjacent to the property. The use and development of the property will not have an adverse or detrimental effect on any adjacent property. The character of the development will be consistent with the existing residential nature of the area. The public health, safety, morals, and comfort will not be diminished in any way. The development will connect to the existing planned connection point at the south end of the development providing an additional access point for the existing neighborhood, increasing the safety and general welfare. The site offers large natural open spaces with ample buffer along the perimeter of the development.*

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.

*Response: The proposed neighborhood is being developed in accordance with the applicable special zoning district regulations and no variances are being requested. The proposed neighborhood is designed to be integrated with the adjacent parcels, providing buffers and street connections that do not dominate the immediate vicinity nor interfere with the use and development of neighboring properties.*

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal,



public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

*Response: The proposed use is consistent with the Comprehensive Master Plan and City Staff has confirmed that pre-planning by the City ensures essential public facilities have been sized adequately to provide public water and sanitary sewer. The proposed utilities will connect to the existing planned utility connection points. The water supply system will be looped through the development, connecting the existing water system to the north to the existing dead end system to the south, thus enhancing the water system pressure and flow through the area. The applicant is aware of the impact fees required to support other public facilities (including parks, fire protection, law enforcement, library, transportation and water). The street connection at 47<sup>th</sup> Street provides an additional route for emergency vehicles.*

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

*Response: The applicant worked with staff to provide a safe connection point at W. Puetz Road and provides a connection point to 47<sup>th</sup> Street that minimizes traffic speed and trips through the residential streets. The new street design through the development with two intersections to the connection at 47<sup>th</sup> Street will allow for an additional access point for the existing development to the south without drawing significant traffic through the development. A review of traffic counts anticipated by the number of homes proposed indicates very little change of service to the existing street system and no undue traffic congestion.*

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

*Response: The proposed use and development was designed to preserve existing wetlands and a significant amount of trees and shrubs. Although some trees are being removed, there are very few canopy trees and many are in poor and declining health. There are no natural, scenic or historical features of significant importance on the site.*

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

*Response: The Special Use ordinance identifies a number of specific standards and regulations that are required under the Open Space Subdivision Option 2 Special Use zoning. The applicant is conforming to all of the Special Use standards and regulations and is not requesting any variances.*



- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

*Response: The applicant is complying will all special standards set forth by the Open Space Subdivision Option 2 Special Use zoning.*

- C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

*Response: The proposed use and development at this location is consistent with the zoning and Comprehensive Master Plan of the City. The existing agricultural use is inconsistent with the surrounding uses and the existing zoning for the property. The project will fulfill the planned residential use for the area, which is desirable and will contribute to the general welfare of the neighborhood.*

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

*Response: The use and development of the proposed site is appropriate as evidenced by the existing zoning and Comprehensive Master Plan land use.*

3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

*Response: Steps have been taken to provide minimize any adverse effects by providing a buffer from the existing residential neighborhood. Proposed plantings of trees and shrubs in the proposed open space areas will also provide additional screening and provide a natural environment within the development. Furthermore, a landscape bufferyard with plantings is being established along W. Puetz Rd.*

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

*Response: The proposed use and development is consistent with the existing surrounding neighborhoods and is consistent with existing zoning and land use. It will not encourage more intensive or incompatible uses in the surrounding area.*

## **DIVISION 15-3.0500     SITE INTENSITY AND CAPACITY CALCULATIONS**

### **SECTION 15-3.0501     NATURAL RESOURCE PROTECTION AND SITE INTENSITY AND CAPACITY CALCULATIONS FOR RESIDENTIAL AND NONRESIDENTIAL USES REQUIRED**

- A.     **Recognition of Natural Resource Features.** This Ordinance recognizes that landforms, parcel size and shape, and natural resource features vary from site to site and that development regulations must take into account these variations. The maximum density or intensity of use allowed in any zoning district is controlled by the various district standards set forth for each of the various zoning districts of this Ordinance.
- B.     **When Natural Resource Protection and Site Intensity and Capacity Calculations Are Required.** Natural resource protection is required for all development and the site intensity and capacity calculations set forth in this Division shall be made for each parcel of land to be used or built upon in the City of Franklin including all new Certified Survey Maps, Preliminary Plats, condominiums, multiple-family residential developments, all nonresidential development, and as may be required elsewhere in this Ordinance except as excluded under the provisions of Section 15-3.0501C. of the Unified Development Ordinance.
- C.     **Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required).** Natural resource protection shall not be required and the site intensity and capacity calculations set forth in this Division shall not be required for the construction of single-family and two-family residential development located on non-divisible existing lots of record within existing platted Subdivisions (with an approved Final Plat), Certified Survey Maps, and Condominiums existing on August 1, 1998, the effective date of this Ordinance or for which a natural resource protection plan and site intensity capacity calculations were filed at the time of division after August 1, 1998. A Natural Resource Protection Plan shall not be required with an application for certified survey map approval where a single property zoned I-1 Institutional District is divided as a result of a public work of improvement for street extension purposes, with related public sanitary sewer and water work for which special assessment was made, into two or more parcels through the property fee acquisition by the City for the extension of the public street. The foregoing exclusions from Natural Resource Protection Plan submission requirements for certified survey map applications shall only be available upon the conditions that in lieu of the Plan submission requirement, the certified survey map application shall be accompanied by the "best available information" as to the existence of any natural resource features, such as existing topographical maps, wetland inventories, and other such inventories as may be available; and that a Natural Resource Protection Plan must be submitted upon any further development of any portion of the mapped property. A Natural Resource Protection Plan shall also not be required with an application for certified survey map approval where lots are being created from a larger surrounding parcel, with the larger in area in relation to the lots created remnant parcel being vacant, or already having being developed by the existence of a principal structure and not being the subject of current further development application, and with the only natural resources within the map area being upon the remnant parcel and being more than 500 feet away from the lots being created. The foregoing exclusion from Natural Resource Protection Plan submission requirement for certified survey map applications shall only be available upon the conditions that i) in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its face the existence of any natural resource features, as identified in §15-4.0102, located on

the parcels of the Certified Survey Map based upon the "best available" information; (ii) that a Natural Resource Protection Plan must be submitted upon any further development of the "remnant" parcel; and iii) the following note shall be placed upon the face of such Certified Survey Map: "The Natural Resource Features identified herein are not based upon field surveys. In the event of further land division or development of a parcel herein with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel" For the purposes of this section, the Zoning Administrator shall not require that the "best available" information be a "first source" of information, as identified in §15-4.0102A., B., C., D., and G. Notwithstanding any other provision of this Ordinance, natural resource protection and any such related Natural Resource Protection Plan, shall not be required and the site intensity and capacity calculations set forth in this Division shall not be required for any accessory use structure or accessory use development or for an addition or modification to an existing principal structure development which does not increase the existing developed structure and impervious surface area upon the parcel by more than 50% or 2,500 square feet, whichever is smaller, where natural resource feature(s) are not within 100 feet of the area to be disturbed by the new development, upon a parcel supporting an existing principal structure with an existing principal use; determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee; however, if any resources identified by the Southeastern Wisconsin Regional Planning Commission in PR 176 or in PR 42, as may be amended from time to time, as Primary or Secondary Environmental Corridor and/or Isolated Natural Resources Area, are located on the site by the City Engineer or designee, but are outside of 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent such natural resource feature(s) adverse impacts, which shall be subject to approval by the Plan Commission and shall be installed as may be provided on site as detailed within the plan as a condition of application approval.

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

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

Table 15-3.0502

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

<b>STEP 1:</b>	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	46.21 acres
<b>STEP 2:</b>	Subtract ( - ) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0 acres
<b>STEP 3:</b>	Subtract ( - ) land which, as a part of a previously approved development or land division, was reserved for open space.	- 2.55 acres
<b>STEP 4:</b>	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract ( - ) the land proposed for nonresidential uses; or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract ( - ) the land proposed for residential uses.	- 0 acres
<b>STEP 5:</b>	Equals "Base Site Area"	= 43.66 acres

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

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

Table 15-3.0503

**WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND**

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District.		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X 0.0 =	0.0
20-30%	0.65	0.75	0.70	X 0.0 =	0.0
+ 30%	0.90	0.85	0.80	X 0.0 =	0.0
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X 0.00 =	0.00
Young	0.50	0.50	0.50	X 0.00 =	0.00
Lakes & Ponds	1	1	1	X 0.00 =	0.00
Streams	1	1	1	X 0.00 =	0.00
Shore Buffer	1	1	1	X 0.00 =	0.00
Floodplains	1	1	1	X 0.00 =	0.00
Wetland Buffers	1	1	1	X 1.14 =	1.14
Wetlands & Shoreland Wetlands	1	1	1	X 0.32 =	0.32
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					1.46

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

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

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

Table 15-3.0504

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

<b>STEP 1:</b>	<b>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</b> Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>43.66</u> Multiply by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard): X <u>0.30</u> Equals <b>MINIMUM REQUIRED ON-SITE OPEN SPACE</b> = <u>13.098</u> acres
<b>STEP 2:</b>	<b>CALCULATE NET BUILDABLE SITE AREA:</b> Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>43.66</u> Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above), whichever is greater: <u>13.098</u> Equals <b>NET BUILDABLE SITE AREA</b> = <u>30.562</u> acres
<b>STEP 3:</b>	<b>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:</b> Take <i>Net Buildable Site Area</i> (from Step 2 above): <u>30.562</u> Multiply by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard): X <u>2.48</u> Equals <b>MAXIMUM NET DENSITY YIELD OF SITE</b> = <u>75.79</u> D.U.s
<b>STEP 4:</b>	<b>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:</b> Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): <u>43.66</u> Multiply by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard): X <u>1.736</u> Equals <b>MAXIMUM GROSS DENSITY YIELD OF SITE</b> = <u>75.79</u> D.U.s
<b>STEP 5:</b>	<b>DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:</b> Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above): <u>75.79</u> D.U.s



Date: February 23, 2018

To: City Development Staff

From: Veridian Homes, LLC

RE: Aspen Woods Preliminary Plat – Staff Comments – Developer Response

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Below are responses to the City Development Staff Department comments for the Preliminary Plat submitted by Veridian Homes, LLC that were received on February 23, 2018 from the City of Franklin.

### **Unified Development Ordinance (UDO) Requirements**

#### **Plat Data**

1. Please add the water elevation of all wetlands at the date of the survey, referred to National Geodetic Vertical Datum of 1929 (mean sea level) as required by Section 15-7.0502-D of the UDO.

*At the time of the investigation no water was present in any of the wetland areas. This has been noted on the Preliminary Plat.*

2. Please depict all existing easements within the exterior boundaries of the Plat, as required by Section 15-7.0502-F of the UDO. Specifically, please depict all five (5) of the existing conservation easements from Certified Survey Map No. 7754.

*Added to the Preliminary Plat*

3. Please add the names of owners of unplatted lands to the face of the Plat, as required by Section 15-7.0502-H of the UDO.

*Added to the Preliminary Plat*

4. Please provide the approximate radii of all curves as required by Section 15-7.0502-N of the UDO.

*Added to the Preliminary Plat*

5. Please graphically indicate and clearly delineate and dimension the location of proposed deed restrictions, landscape easements, and/or conservation easements on the face of the Preliminary Plat. The location and extent of conservation easements should be directly related to the "Natural Resource Protection Plan".

*Added to the Preliminary Plat*

6. Please provide a Landscape Plan for the landscape bufferyard along West Puetz Road, as required by Sections 15-7.0502-W and 15-9.0303 of the UDO.

*Landscape plan included in the resubmittal.*

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

7. Please submit a draft of declaration of deed restrictions and protective covenants whereby the Subdivider intends to regulate land use in the proposed Subdivision and otherwise protect the proposed development, as required by Section 15-7.0507-A of the UDO.

*A draft declaration of deed restrictions and protective covenants (CCRs) is included with the resubmittal.*

8. Please submit a written conservation easement document (template attached) whereby the Subdivider intends to regulate the protection of natural resource features in the proposed Subdivision in conjunction with the "Natural Resource Protection Plan", as required by Section 15-7.0507-B of the UDO.

*Included in resubmittal.*

9. Please submit draft legal instruments and rules for any proposed Wisconsin non-profit membership corporation (homeowners' association), for the purpose of demonstrating its existence, when the Subdivider proposes the property within the Subdivision would be either owned or maintained by such an organization of property owners, as required by Section 15-7.0507-C of the UDO.

*Draft articles of incorporation for the homeowners' association are included in the resubmittal.*

10. The City Attorney shall review all draft declaration of deed restrictions and protective covenants, conservation easements, and homeowners' associations and shall approve said instruments as to form, as required by Section 15-7.0507-D of the UDO.

*Noted.*

#### **Landscape Bufferyard Easement**

11. Please have the following restriction lettered on the face of the Plat, as required by Section 15-5.0102-A of the UDO.

*"Landscape Bufferyard Easement: This strip is reserved for the planting of trees and shrubs; the building of structures hereon is prohibited."*

*Added to the Preliminary Plat*

#### **Open Space Subdivision**

12. Please submit an Open Space Preservation Easement regulating the protection of open space in the proposed development, as required by Section 15-3.0702-A(2) of the UDO. Such document shall assure that all such open space preservation easements are held privately and in perpetuity under a Wisconsin non-profit membership corporation (homeowners' association). Said open space preservation easements shall cover all the total required Open Space Ratio, or OSR, area of the Open Space Subdivision.

*Open Space Preservation Easements are shown on the preliminary plat. The easement documents and exhibits will be provided as part of the staff approval process and will also be shown on the final plat.*

13. A Wisconsin non-profit membership corporation (homeowners' association) shall be responsible for maintaining all open space areas in the development, as required by Section 15-3.0702-A(3) of the UDO.

*Noted. Provisions in the CCRs require the homeowners' association to maintain all open spaces.*



14. The City Attorney shall review all open space easements and homeowners' associations and shall approve said instruments as to form, as required by Section 15-3.0702-A(4) of the UDO.

*Noted.*

15. Please provide a minimum fifty (50) foot-wide open-space buffer between Aspen Woods "Open Space Subdivision" and the Hunters Reserve Addition No. 2 & 3 "Conventional Subdivisions", as required by Section 15-3.0702-A(5) of the UDO. Said open space buffer shall be protected by an open space preservation easement and shall count towards the total required amount of open space for the "Open Space Subdivision".

*Open Space buffer is shown on the preliminary plat. The easement documents and exhibits will be provided as part of the staff approval process and will also be shown on the final plat.*

#### **Site Intensity and Capacity Calculations**

16. In the calculation of your base site area, please subtract land which, as a part of a previously approved land division, was reserved for open space, as required by Step 3 of Table 15-3.0502 of the UDO. Specifically, please subtract the existing conservation easements on the property per Certified Survey Map No. 7754.

*BSA calculation has been revised to account for the existing conservation easements. Updated BSA calculations are included with resubmittal.*

#### **Natural Resource Protection Plan**

17. Please indicate the proposed name of the subdivision plat per Section 15-7.0201-A of the UDO.

*Added to the NRPP*

18. Please indicate the names, addresses and telephone numbers of the owners, subdividers, lessee and/or developer per Section 15-7.0201-C of the UDO.

*Added to the NRPP on top side of Figure 1.*

19. Please show the location of all proposed lot lines, right-of-way lines and easements per Section 15-7.0201-F of the UDO.

*Added to the NRPP*

20. Please show the location, ownership, widths, and names of all existing and previously platted streets, right-of-ways, parks, and other public or open spaces location within or adjacent to the subject property per Section 15-7.0201-G of the UDO.

*There are no existing streets, right-of-ways, parks, or open spaces within the subject property. Existing public streets and right-of-ways have been added that surround the subject property.*

21. Please graphically and numerically depict those natural resource features that will be disturbed and those that will be preserved per Section 15-7.0201-J of the UDO.

*Existing natural resource features have been noted to be saved or removed. Table added on top side of Figure 1 indicating the status of each conservation easement.*

22. Per Section 15-7.0201-K of the UDO, please provide a graphic illustration and notes relating those natural resource features, which are to be preserved, will

actually be preserved in perpetuity using conservation easements, deed restrictions, protective covenants, etc.

*Existing and proposed conservation easements are shown on Figure 1 of the NRPP.*

### **Landscaping**

23. Please indicate the proposed name of the subdivision plat per Section 15-7.0301-A of the UDO.

*The name has been included on the plans.*

24. Please provide the names, addresses, and telephone numbers of the owners, subdividers, lessee and/or developer per Section 15-7.0301-C of the UDO.

*The owners' information has been added to the plans.*

25. Please note all applicable revision dates per Section 15-7.0301-D of the UDO.

*Revision dates will be noted.*

26. Please illustrate the boundary line of the site with a solid line and indicated the total land area encompassed by the site as required by Section 15-7.0301-E of the UDO.

*Boundary line and total land area are noted on the plans.*

27. Please indicate all landscape bufferyard easements graphically per Section 15-7.0301-F of the UDO.

*Landscape bufferyard easements are shown graphically on the plans*

28. Please provide the location, extent, type and size of all existing trees and natural resource features. If any existing vegetation or other natural resource features are to be demolished or mitigated, please clearly delineate on the landscape plan. Both, common names and scientific names should be identified in the case of plant materials as required by Section 15-7.0301-G of the UDO.

*Existing trees and natural resources are shown on the plans.*

29. Please provide the location, extent, type and size of all landscape materials and plantings per Section 15-7.0301-H of the UDO. Both, common names and scientific names should be identified in the case of plant materials.

*Common and scientific names of plant materials are shown on the plans.*

30. Please provide information regarding maintenance of the proposed landscape as required by Section 15-7.0301-J of the UDO.

*Included with the resubmittal.*

### **Staff Recommendations**

#### **Plat**

1. Please add a note to the Plat that states, "There shall be no direct vehicular access from any lot or outlot to West Puetz Road". Also, please graphically depict this on the Plat.

 - NO ACCESS

*Added to the Preliminary Plat*

2. Please consolidate notes in one location on the face of the Plat.

*Revised on the Preliminary Plat.*



3. The proposed "Landscape Bufferyard Easement" is 35-feet. Please note only a minimum of 30-feet is required per Section 15-5.0102-A of the UDO.  
*The proposed Landscape Bufferyard Easement has been modified to 30' per UDO*
4. Please depict and label open space buffer easements on the Plat.  
*Added to the Preliminary Plat.*
5. Staff recommends that no part of a conservation easement be located on an individual parcel (but rather within outlots). Proposed Lot 43 & 44 have a portion of the 30-foot Wetland Buffer from Wetland B on them. If a conservation easement exists on an individual property, staff suggests marking the location of the conservation easement onsite, utilizing signage or boulders.  
*All conservation easements are outside of all proposed individual lots. Wetland B Conservation Easement is a minimum of 1.2' outside of lot 44 and 4.75' outside of lot 43.*
6. Please differentiate between existing conservation easements per CSM No. 7754 and those easements being proposed in association with the new wetland delineations conducted by Scott Roltgen of Excel Engineering, Inc. on October 31, 2017.  
*The existing and proposed conservation easements are shown and differentiated on the Preliminary Plat.*
7. Please label the wetland buffer as the 30-foot Wetland Buffer "No Touch" and please label the wetland setback as the 50-foot Wetland Setback "No Build".  
*Labeled on the Preliminary Plat.*
8. Proposed grading contours appear to extend into Wetland Buffers/Conservation Easements. These areas do not allow grading of filling.  
*The plan has been revised to show no grading in the conservation easements.*
9. Staff recommends buildings be setback a minimum of six (6) feet from a conservation easement boundary to allow construction of the building without disturbance or impact to the protected resource feature.  
*All proposed building pads are a minimum of six (6) feet from the conservation easements. No out buildings will be allowed on the property, no setback from the easement is needed.*
10. Please remove the wooded areas being impacted by the proposed development from the face of the Plat.  
*The wooded areas being impacted have been removed from the Preliminary Plat.*

#### **Landscape Plan**

11. Please provide a planting schedule.  
*A revised landscaping plan with planting schedule has been resubmitted.*
12. Please coordinate the Planting schedule with like types and designate the plants as a Canopy, Evergreen, Decorative Tree or Shrub. Please indicate the required amount of plantings in accordance with Section 15-5.0302 A. of the UDO.  
*A revised landscaping plan with details of plant types and designations has been resubmitted.*

### **Natural Resource Protection Plan (NRPP)**

13. Two (2) wetlands identified on Certified Survey Map No. 7754 (C & B) are not included in Excel's NRPP. According to a note on the CSM the Wetlands were flagged by Gaef, Anhalt, & Schloemer August, 2003. It appears these wetlands have been farmed since 2005, since being placed in a Conservation Easement that prohibits such disturbance. Please check with the WDNR and NRCS regarding the status of these two (2) wetlands.

*The two previously identified wetlands have been added to the NRPP. Because these two areas now show no wetland signatures using USACE Wetland Delineation Methodology, there are no restrictions to these areas per WDNR and NRCS codes.*

14. Please label the wetland buffer as the 30-foot Wetland Buffer "No Touch" and please label the wetland setback as the 50-foot Wetland Setback "No Build".

*Labeled on the NRPP for areas identified in 2017.*

15. In the Conservation Easement Document, please provide individual exhibit(s) for all natural resources that are to be protected as part of this development. This includes but is not limited to wetland buffers and wetlands.

*Included in resubmittal.*

16. Staff recommends buildings be setback a minimum of six (6) feet from a conservation easement boundary.

*All proposed building pads are a minimum of six (6) feet from the conservation easements. No out buildings will be allowed on the property, no setback from the easement is needed..*

17. Why isn't the area labeled as "wooded" near the intersection of S. 51<sup>st</sup> Street and W. Puetz Rd. included as a "Wooded Area" on the NRPP?

*The area that was previously noted as wooded in the NW corner on the subject property is actually large shrubs similar to buckthorn and not trees. This area has been relabeled and will not be included as "Wooded Area" on the NRPP.*

18. Attached, please find NRPP comments from the City's independent third party consultant (raSmith).

*Noted. See RaSmith's comments for responses.*

### **Sign Plan**

19. If a subdivision monument sign is proposed in the future, it requires a separate application and review and approval by the Plan Commission.

*An application for the subdivision monument sign will be submitted at the time of the final plat.*

### **Project Summary**

20. Staff recommends installing a sidewalk along West Puetz Road. Please provide an explanation as to why you are not providing a sidewalk along West Puetz Road.



*See updated Use Summary Statement, included with the resubmittal.*

### **Other**

21. Please submit one copy of a response to the Special Use Standards (attached) found in Section 15-3.0701-A, B, & C of the UDO.

*A written response to the Special Use Standards has been included with the resubmittal.*

### **Engineering Staff Comments**

The submittal was only a partial plan set. Therefore, the following are based on what was submitted but it is expected a full plan set will be forthcoming and additional comments will be issued at that time. Please refer to the City Design Standards and Construction Specifications for submittal requirements (i.e. proposed utilities in both plan and profile, construction details, etc.).

22. Storm water management was not reviewed because the plans were not complete enough for adequate analysis and comparison (i.e. storm sewer profiles, erosion control details, basin details, etc.). When a full submittal is made, the analysis will be sent to a consultant for review.

*Based on a discussion with Sara Arnold with the City of Franklin, the stormwater report and documentation that was provided was generally acceptable and appears to meet the requirements. Full documentation of all engineering drawings, documents, and calculations will be provided during the construction document phase of the approval process.*

23. The Grading and Erosion Control Plan sheet is not at the required scale per the City Design Standards and Construction Specifications. This information will be reviewed more in-depth when it is submitted at the required scale.

*Based on a discussion with Sara Arnold with the City of Franklin, the grading and erosion control plan was provided, reviewed and is generally acceptable for this part of the design process. Grading and erosion control plans will be provided at the required scale during the construction document phase of the approval process for full review.*

24. All proposed side- and rear-lot swales require storm sewer inlets every 350 feet minimum.

*Noted*

25. All rear-yard drainage swales that serve more than one property need to be placed in drainage easements.

*Noted*

26. Side- and rear-year swales with greater than 0.5 cfs flow shall discharge to an inlet before crossing a sidewalk or overtopping a curb.

*Noted*

27. Proposed yard grade – recommend the high point at the building setback line.

*Noted*

28. Proposed swales with more than 5% slope must be piped.

*Noted*

29. Proposed side yard grades must be at 4:1 slope – 3:1 slope will require matting and must be shown in the proposed grading plan.

*Noted*

30. Proposed garage floor elevation/split elevation must be shown.

*Noted*

31. Flanking inlets are required at road sags.

*Noted*

32. Proposed storm drainage runoff must be contained within the site.

*Noted*

33. Proposed driveway grades must not exceed 10% slope. Recommended slope for driveways is 6%. Lot(s) with slope within 6-10% will require the owner/developer to sign the waiver. Please refer to the City Design Standards and Construction Specifications (see Figure 11).

*All driveway will not exceed a 10% slope. Some driveway grades along the steeper streets will be over a 6% slope. The owner/developer will sign a waiver for any slopes exceeding 10%.*

34. Subdivision plat must be approved prior to construction.

*Noted.*

#### **Police Department Staff Comments**

35. The Franklin Police Department has reviewed the application for Aspen Woods. The Police Department has no issues with this request.

*Noted.*

#### **Milwaukee County**

Attached, please find Milwaukee County comments.

*Noted.*

If you have any questions or concerns, please let me know.

Sincerely,



Scott Roltgen  
Excel Engineering, Inc.



Date: March 12, 2018

To: City Development Staff

From: Veridian Homes, LLC

RE: Aspen Woods Subdivision NRPP Review – Developer Response

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Below are responses to the comments for the NRPP that were provided by Tina Myers with raSmith on February 19, 2018.

1. Scott Roltgen from Excel Engineering performed the wetland delineation late in the 2017 growing season and it is therefore my assumption that confirmation from the WDNR could not be obtained. If he has not done so already, he should submit a confirmation request to the WDNR to have his wetland delineation field reviewed this spring. The WDNR will likely note that FSA crop slides are missing from the wetland report which are required when analyzing the area for potential farmed wetlands. They may also note that there were no data points within the wooded area in the northwest corner of the site which is located in a poorly drained hydric soil unit (ASA) and in a topographic depression.

*To keep the project schedule moving, another delineation will be completed in spring as soon as the growing season starts by an assured delineator. The delineation completed by Scott Roltgen has been reviewed by the assured delineator, and we anticipate very little change to the wetland boundaries as shown.*

2. Has an exemption determination been made by WDNR regarding the wetland ditch south of Puetz Road? Also has an Approved Jurisdictional Determination (AJD) been sent to the Corps regarding the ditch (and other wetlands on site) to determine if they will be taking jurisdiction? This is important as it appears the wetland ditch will be impacted by a new entrance off of Puetz Road. Also, since there will be potential wetland impacts, it is assumed that the road right-of-ways should be included in the BSA

*Exemption determination will be completed in the spring of 2018 by the assured delineator. The assured delineator will check to see if an AJD is necessary. Road right-of-ways located outside of the subject property have not been included in the BSA as they are outside the property.*

3. Wooded Area 2 appears to extend off site further towards the west. The portion that extends west appears to contain some large trees that could meet or excel 12" dbh, although a few trees on the far east end of the tree line appear to be in a severe state of decline. If you include the off-site portion that extends west towards 51<sup>st</sup> street, it would meet either the size requirements for either young or mature woodland. Since the woodland is likely to at least meet the definition of young woodland, impacts will need to be calculated within the BSA. It is recommended that when trees are measured and identified, that indications of severe decline are also noted. For example, many of the ash and elm trees in

Franklin have been affected by Dutch Elm and EAD diseases and generally show fairly obvious signs of them.

*Wooded Area 2 has been revised as requested to include the area up to the right-of-way of S. 51<sup>st</sup> Street. Based on the extension of the woodland area, the area meets the Mature Woodland definition. 70% of the total woodland will be protected. See the NRPP narrative for additional information.*

4. The wooded area in the northwest corner of the site does not appear to have been examined and trees measured to determine if it meets a woodland definition. However, it appears to be less than 0.5 acre and contains mostly shrubs, so would not meet young or mature woodland. However, this area may be considered wetland which will be determined by WDNR during spring confirmation.

*The area at the northwest corner of the site was looked at in the field. This area was not included as a woodland because there are only large shrubs within the area. During the field investigation for the wetland report this area was investigated and it was determined that this area was not a wetland. The scheduled assured delineation will re-investigate this area.*

5. It is not necessary to determine woodland in wetland areas and their 30' buffers that already maintain a 100% protection standard. Each natural resource should only be counted once. Those with a 100% protection standard are counted first.

*Noted.*

6. The name of the person who performed the delineation should be shown on the NRPP as well as the date of the delineation.

*Included in the revised NRPP.*

7. The site plans should be overlaid on the NRPP map to show impacts to the natural resources, if any. It is recommended that natural resources features be highlighted in different colors so that they stand out from the site plans.

*Included in the revised NRPP.*

8. Road easements should be shown on the NRPP and factored into the calculation of the BSA.

*Road easements have not been factored into the BSA as there are no existing road easements on the subject property.*

9. If the project name is Aspen Woods Subdivision, that should be indicated on the NRPP.

*Included in the revised NRPP.*

If you have any questions or concerns, please let me know.

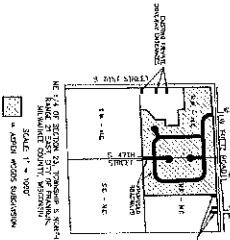
Sincerely,



Scott Roltgen  
Excel Engineering, Inc.



# LOCATION MAP



**TOTAL AREA**  
46,206 ACRES  
2,012,739 SQ. FT.

**PROJECT INFORMATION**  
PROJECT NAME: ASPEN WOODS  
PROJECT ADDRESS: W. PUETZ ROAD, FRANKLIN, WI 53132  
PROJECT OWNER: ASPEN WOODS, LLC  
PROJECT ARCHITECT: [Firm Name]

## NOTES

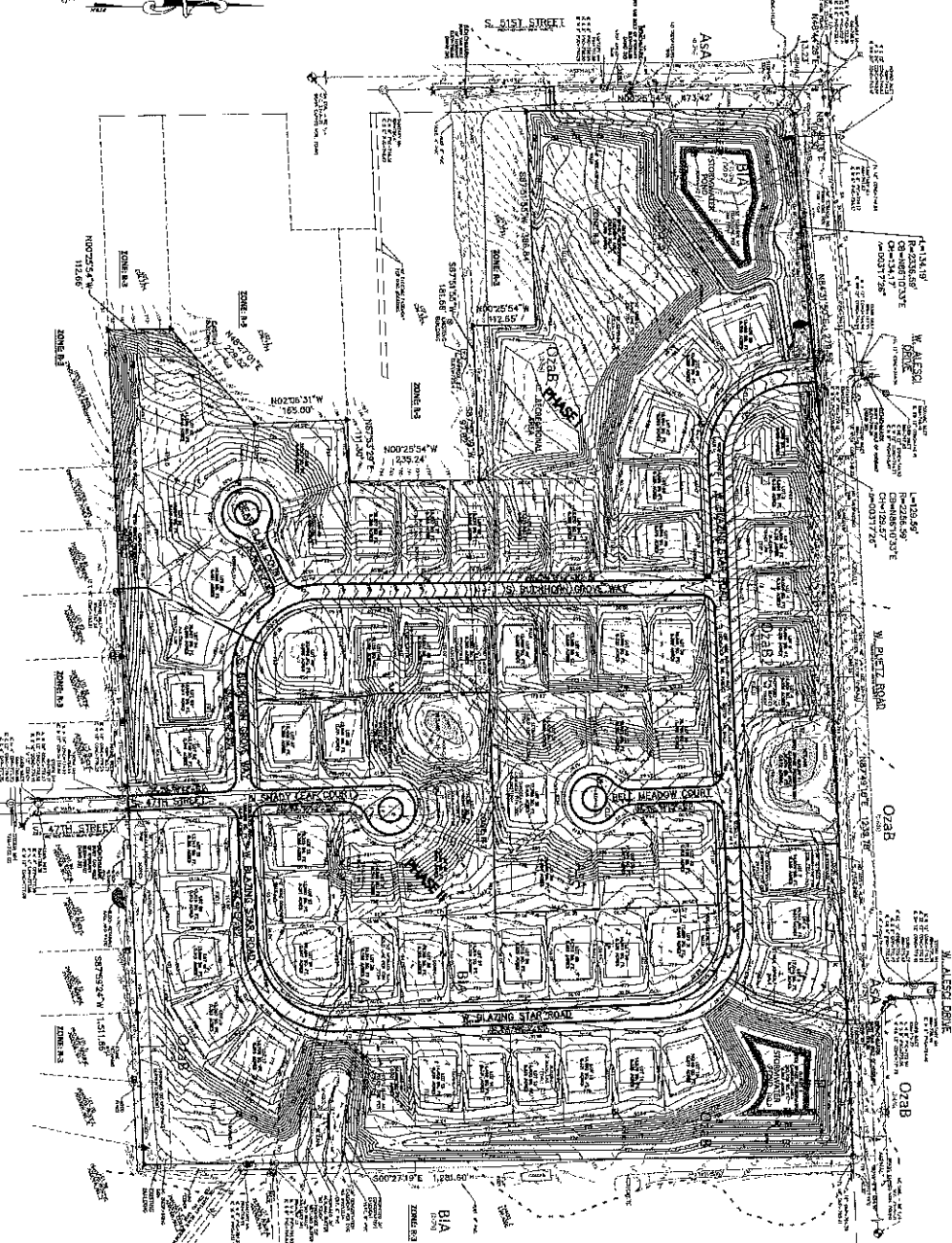
1. This map is a preliminary map and is not intended to be used for any other purpose than to show the general location of the project and the surrounding area. It is not intended to be used for any other purpose than to show the general location of the project and the surrounding area.

## LEGEND

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## NOTES

1. This map is a preliminary map and is not intended to be used for any other purpose than to show the general location of the project and the surrounding area. It is not intended to be used for any other purpose than to show the general location of the project and the surrounding area.



# PRELIMINARY PLAT ASPEN WOODS

LOT 4 OF CERTIFIED SURVEY MAP NO. 7734, RECORDED IN THE REGISTER OF DEEDS OFFICE FOR MILWAUKEE COUNTY ON MAY 9, 2006, AS DOCUMENT NO. 4397, PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 8183 AND LOT 2 OF CERTIFIED SURVEY MAP NO. 7733, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

**EXCEL**  
ARCHITECTURE & ENGINEERING  
3000 SOUTH 10TH AVENUE  
MILWAUKEE, WI 53207  
WWW.EXCELARCHITECTURE.COM

**PROJECT INFORMATION**  
PROJECT NAME: ASPEN WOODS  
PROJECT ADDRESS: W. PUETZ ROAD, FRANKLIN, WI 53132  
PROJECT OWNER: ASPEN WOODS, LLC  
PROJECT ARCHITECT: EXCEL ARCHITECTURE & ENGINEERING

**PRELIMINARY PLAT  
ASPEN WOODS**  
W. PUETZ ROAD • FRANKLIN, WI 53132

**SWIFT INFORMATION**  
PRELIMINARY PLAT  
PP

DESIGNED BY: J. SMITH, P.E., ARS 000000000  
 PREPARED BY: J. SMITH, P.E., ARS 000000000  
 CHECKED BY: J. SMITH, P.E., ARS 000000000  
 APPROVED BY: J. SMITH, P.E., ARS 000000000  
 PROJECT NO.: 2019-01  
 DATE: 01/15/2019

**MAINTENANCE OF LANDSCAPE PLANTINGS:**  
 1. Is considered responsibility of homeowners on private properties.  
 2. For Outlets: Is the responsibility of the Homeowners Association.  
 PROPERTY: ASPEN  
 AREA: 2.07 ± 0.19 AC (± 0.5% ACRES)  
 EIGHTH TOWN: R-1

Wetland Identification	Conservation Easement Area (±)	Conservation Easement Area (±)	Status
Wetland A	12.126	0.39	To be removed and preserved
Wetland B	27.658	0.65	No wetland. To be removed
Wetland C	18.668	0.48	To be removed and preserved
Wetland D	20.799	0.48	To be removed and preserved
Wetland E	25.002	0.22	To be removed and preserved
Wetland F	10.520	0.24	To be removed and preserved
Wetland G	10.520	0.24	To be removed and preserved

Aspen Woods Subdivision	Area (±)	Status
Wetland A	12.126	To be removed and preserved
Wetland B	27.658	No wetland. To be removed
Wetland C	18.668	To be removed and preserved
Wetland D	20.799	To be removed and preserved
Wetland E	25.002	To be removed and preserved
Wetland F	10.520	To be removed and preserved
Wetland G	10.520	To be removed and preserved



Plant Species	Quantity	Notes
3-Quaking Aspen	100	Plant in wetland areas
4-Sitka Spruce	50	Plant in wetland areas
5-White Birch	20	Plant in wetland areas
6-Black Spruce	10	Plant in wetland areas
7-Red Spruce	5	Plant in wetland areas
8-White Fir	5	Plant in wetland areas
9-Subarctic Spruce	5	Plant in wetland areas
10-Subarctic Fir	5	Plant in wetland areas
11-Subarctic Spruce	5	Plant in wetland areas
12-Subarctic Fir	5	Plant in wetland areas
13-Subarctic Spruce	5	Plant in wetland areas
14-Subarctic Fir	5	Plant in wetland areas
15-Subarctic Spruce	5	Plant in wetland areas
16-Subarctic Fir	5	Plant in wetland areas
17-Subarctic Spruce	5	Plant in wetland areas
18-Subarctic Fir	5	Plant in wetland areas
19-Subarctic Spruce	5	Plant in wetland areas
20-Subarctic Fir	5	Plant in wetland areas

**PROPOSED LANDSCAPE PLAN**  
**ASPEN WOODS SUBDIVISION**  
 S. 51st ST. & PUETZ ROAD • FRANKLIN, WI

**EXCEL**  
 LANDSCAPE ARCHITECTURE  
 1000 N. MILWAUKEE AVENUE  
 MILWAUKEE, WI 53233  
 PHONE: 414.333.3333  
 FAX: 414.333.3333  
 WWW.EXCEL-LSA.COM

**PRELIMINARY DATES**  
 JAN. 20, 2018  
 MAR. 5, 2018

**NOT FOR CONSTRUCTION**





VERIDIAN HOMES, INC. PREPARED FOR THE CITY OF FRANKLIN, WISCONSIN  
 PROJECT NUMBER: 17147070  
 DATE: 12/12/2018  
 SHEET: 1 OF 1

Wetland Identification	Conservation Easement Area (Sq. Ft.)	Conservation Easement Area (Ac.)	Status
Previous Wetland A	26,520	0.62	To be preserved
Previous Wetland B	27,658	0.63	No wetland. To be removed
Previous Wetland C	18,608	0.43	To be removed and preserved
Previous Wetland D	20,799	0.48	To be removed and preserved
Previous Wetland E	23,376	0.54	To be preserved
Current Wetland A	17,850	0.41	To be preserved
Current Wetland B	10,719	0.25	To be preserved

FIGURE 1

NRPP  
 SHEET INFORMATION  
 PROJECT NUMBER: 17147070  
 DATE: 12/12/2018  
 SHEET: 1 OF 1

**ON-SITE TREE INFORMATION**

OWNER NAME: VERIDIAN HOMES, INC.  
 PROJECT NAME: ASPEN WOODS SUBDIVISION  
 BOX 1000  
 S. 51ST ST. & W. PUETZ RD.  
 FRANKLIN, WI 53128

DATE: 12/12/2018  
 BY: [Signature]  
 FOR: [Signature]

SEE PLAN FOR TREE LOCATIONS AND TREE DIAMETERS AT BREAST HEIGHT.

**LEGEND:**

- WATER WASTE IN BOX
- UTILITY POLE
- TOPOGRAPHIC PROFILE
- EXISTING FENCE
- EXISTING SHADERS
- EXISTING TV FENCE
- WELL
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING TREE
- EXISTING HYDROLOG
- EXISTING DRAINAGE DITCH LINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING DRAIN AND OTHER
- PROPOSED LINE
- PROPOSED-WAY LINE
- ADJACENT PROPERTY LINE
- EXISTING CHURCH CONTAIN
- EXISTING WOOD FENCE
- WOODS AREA

**PROPERTY AREA:**  
 AREA = 2,020.81 SQ. FT. (46.21 ACRES)

**EXISTING ZONING:**  
 R-3

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/17/18
Reports & Recommendations	A RESOLUTION AWARDDING CONTRACT TO THE LOW BIDDER, PAYNE & DOLAN, INC. IN THE AMOUNT OF \$840,415.64, FOR THE 2018 LOCAL STREET IMPROVEMENT PROGRAM	ITEM NO. <i>6.14.</i>

### **BACKGROUND**

Pursuant to the advertising on March 15 and March 22, 2018, two (2) bids were received on March 29, 2018, for the 2018 Local Street Improvement Program. The program is anticipated to begin in May with completion scheduled for the end of August.

Portions of the following roads are included this year: W. Scepter Circle; W. Scepter Court; S. 70<sup>th</sup> Street; S. 112<sup>th</sup> Avenue; S. Airways Court; S. Chapel Hill Drive; Chapel Hill Court North; S. Mission Court; S. Scepter Drive; S. Franklin Drive; W. Airways Avenue; W. Cascade Drive; W. Sycamore Street; and Chapel Hill Court South. Portions of two roads, W. Mayers Drive and W. Minnesota Avenue, were removed due to the available budget.

### **ANALYSIS**

The bids received were as follows:

	Total Base Bid
Payne & Dolan, Inc.	\$ 985,883.38
Stark Pavement Corporation	\$ 1,001,687.81

The engineer's estimate was \$995,863.05. Staff requested \$1,042,870 and was granted \$920,000 in the City budget. The City tries to keep the bid estimate about 10% under the budgeted amount to account for Staff expenses.

Condition 41 in the General Conditions to the Contract portion of the Bid Documents states that "The Owner, upon proper action by its governing body, may authorize changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract. Adjustments, if any, in the amounts to be paid to the contractor by reason of any such changes shall be determined by one or more of the following methods: (a) By unit prices contained in the contractor's original bid and incorporated in his construction contract." Since this is a unit price contract, City staff re-calculated the estimate based on the removal of W. Mayers Drive and W. Minnesota Avenue using Payne & Dolan's bid unit prices. The revised estimate is \$840,415.64. It is expected the final payout to Payne & Dolan will be slightly under or over this amount, as it is a unit price contract.

Staff recommends the award to Payne & Dolan, Inc. in the amount of \$840,415.64.

### **OPTIONS**

Approve or deny the award.



**FISCAL NOTE**

The Road Program fund for 2018 was budgeted at \$920,000.00.

**RECOMMENDATION**

Motion to adopt Resolution No. 2018 - \_\_\_\_\_, a resolution awarding contract to the low bidder, Payne & Dolan, Inc. in the amount of \$840,415.64, for the 2018 Local Street Improvement Program.

SAA

ca\CA 2018 Local Road Improvement Program Award

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2018 - \_\_\_\_\_

A RESOLUTION AWARDDING CONTRACT TO THE LOW BIDDER,  
PAYNE & DOLAN, INC. \$840,415.64, FOR THE  
2018 LOCAL STREET IMPROVEMENT PROGRAM.

-----

WHEREAS, the City of Franklin advertised and solicited bids for the 2018 Local Street Improvement Program; and

WHEREAS, the low bidder was Payne & Dolan, Inc, with a bid of \$985,883.38; and

WHEREAS, Payne & Dolan, Inc. is a qualified public works contractor; and

WHEREAS, the Road Program fund for 2018 was budgeted at \$920,000.00; and

WHEREAS, based on Payne & Dolan's bid unit prices, the City has removed some road segments and the revised estimate is \$840,415.64; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the revised total base bid of \$840,415.64 to Payne & Dolan, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Payne & Dolan, Inc. be awarded the contract for the 2018 Local Street Improvement Program.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Payne & Dolan, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

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

ATTEST:

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

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

SAA

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